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For kind information please

1. Chairman

2. M (Lic.)

3. M (Law)

4. M (Tech.)

5. M (Trt. & Fin.)

Reference No. BD/MZ/NEPRA-0118/2023-1610

October 16<sup>th</sup>, 2023

REGISTRAR OFFICE  
Diary No. 14557  
Date: 17.10.23

Registrar,  
National Electric Power Regulatory Authority ("Authority")  
NERPA Tower,  
Attaturk Avenue (East)  
G-5/1,  
Islamabad

**Subject: REQUEST FOR OPENING BIDDING AND AMENDMENT OF REQUEST FOR PROPOSAL (RFP) FOR DHABEJI GRID – SITE NEUTRAL HYBRID RENEWABLE PROJECT (the "Project") UNDER REGULATION 14 (2) OF NEPRA COMPETITIVE BIDDING TARIFF (APPROVAL PROCEDURE) REGULATION, 2017**

Dear Sir,

We write in relation to the Request for Proposal ("RFP") submitted by K-Electric Limited ("KE") for the Project via letter no. BD/MZ/NEPRA/291122/916 dated 29<sup>th</sup> November 2022, submitted under NEPRA Competitive Bidding Tariff (Approval Procedure) Regulations, 2017 ("NCBTR") and KE's latter request to NEPRA for approval of Benchmark Tariff with 100% USD indexation for the Project via letter no. BD/MZ/NEPRA-0115/2023-1407 which was submitted on 14<sup>th</sup> July 2023.

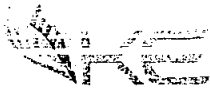
Through this letter, we request NEPRA to consider open competitive bidding instead of "reverse auction with benchmark tariff" for the Project, to let the market determine the price of electricity as any benchmark set by the Authority would not be able to account for the rapidly changing market dynamics and may result in negligible participation in the bidding process. It is worth noting that the first few years of the 2020s have seen a number of acute economic, financial, geopolitical and covid related disruptions on a global scale. The Russia-Ukraine war has further exacerbated the economic fall outs from the pandemic leading to broader implications globally, resulting in unprecedented increase in commodity prices, increasing volatility and unpredictability in the global markets.

The economy at present is in a period of massive fiscal and monetary policy interventions that are difficult to capture. The unprecedented change can be seen from the local currency devaluation at a CAGR of 20% since 2020 with current USD/PKR exchange rate at 278, while the inflation rate has grown at 48% CAGR, with more than 100% increase in 2022 alone and 58% in 2023.

Therefore, in a period of unusually heightened volatility, open competitive bidding would be a more prudent approach as this would allow investors to factor in the uncertainty of future market conditions and have the opportunity to make a better representation of the market developments, expected returns, financing mix and its applicable rates, potentially leading to

**K-Electric Limited**

39-B KE House Sunset Boulevard, DHA- Phase 2, Karachi, Pakistan



greater participation. In current times of diminishing investor interest in Pakistan, the open bidding mechanism would incentivize the investors and ensure fast track implementation of the Project.

Please also note in the recent decision of the Authority dated 6<sup>th</sup> September 2023 in the matter of review motion filed by PPIB in the matter of RFP submitted by AEDB for competitive bidding of 600 MW solar PV projects at Muzaffargarh, the Authority has permitted open competitive bidding under NEPRA Competitive Bidding Tariff (Approval Procedure) Regulations, 2017 ("NCBTR"). Moreover, the Authority has also approved an indexation formula in its said decision which allows indexation of awarded tariff for variations in USD to PKR exchange rate and in KIBOR / SOFR.

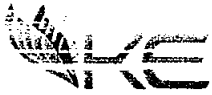
We understand that the above decision has been made by the Authority considering that no bids were received by AEDB during the reverse competitive bidding process for the said project and that the revised decision on open competitive bidding and indexation formula approved by the Authority is to capture the uncertainties in the current macro-economic environment of Pakistan, as elaborated above.

Regulation 14(2) of the NCBTR confers powers upon the Authority to allow flexibility on the applicability of requirements for competitive bidding which are laid down in NCBTR. Regulation 14(2) is an exception to the general rule and the Authority has the complete discretion to exercise such exceptions on case-to-case basis for the interest of the sector. The Authority while exercising these powers gave relaxation from the requirement of Benchmark Tariff in the AEDB RFP Decision. Accordingly, we would like to request the Authority for approval of open competitive bidding by providing a relaxation under Regulation 14(2) of NCBTR from determination of a Benchmark Tariff under Regulation 4(4) of the amended NCBTR for the Project. Further, it is requested to approve the same indexations as allowed to AEDB consisting of 80% USD based indexation and linkage of Awarded Tariff with SOFR and KIBOR variations with one-time exchange rate adjustment at COD of the 20% component of the tariff as provided in Section 20.1 of the amended RFP (enclosed as Annexure A).

It is understood that NCBTR has been expressly repealed by the National Electric Power Regulatory Authority (Electric Power Procurement) Regulations, 2022 ("NEPPR"), however, regulation 37 (2) of NEPPR states that any competitive process initiated or submitted to the Authority prior to the notification date of NEPPR, i.e., 6 December 2022, shall be regulated under framework of NCBTR. It is evident that the RFP was submitted to the Authority prior to the date of notification of NEPPR hence the exemption under regulation 37 (2) of NEPPR is applicable to the submitted RFP.

We would like to emphasize that the modification of RFP is not a new submission altogether to NEPRA but a modification to specific sections of the already submitted RFP, aiming to opt an open bidding mechanism instead of a reverse bidding with benchmark tariff.

We believe that open competitive bidding will not only guarantee a successful competitive bidding process but will also establish fairness, transparency and consistency in the sector as investors participating in the competitive bidding process for KE Renewable projects will be at parity provided similar tariff mechanism as other renewables across Pakistan. ***The selection of the successful bidder in any case will be based on the least cost principle, that is, the***

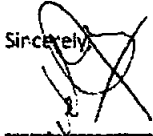


***bidder offering the lowest tariff will be selected for project development subject to approval of the Authority.***

In view of the above, we have proposed amendments to RFP, enclosed as Annexure-A, and request the Authority to grant its approval of the amended RFP, consistent with the principles and methodologies of open competitive bidding, and the revised indexations mentioned above.

We look forward to favorable consideration by the Authority.

Sincerely,

  
Mudassar Zuberi  
Head of Business Development

# K- ELECTRIC LTD REQUEST FOR PROPOSAL

## **Site Neutral Hybrid Project at KE's Dhabeji Grid**

This Request for Proposal (RFP) has been developed in line with the NEPRA  
Competitive Bidding Tariff (Approval Procedure) Regulations, 2017

Note to Bidders: Bidders are requested to note that the information set out herein is subject to confidentiality restrictions set out in this RFP. By participating and receiving a copy of this RFP, a Bidder undertakes to keep confidential all information that it receives from K-Electric Limited and all information it provides to K-Electric Limited or will be provided in this process.

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## **Volume-I: Instruction to Bidders**

## **Abbreviations**

BOO	Build-Own-Operate
COD	Commercial Operations Date
CPI	Consumer Price Index (General) of Pakistan
EIA	Environmental Impact Assessment
EPC	Engineering, Procurement and Construction
EPA	Energy Purchase Agreement
IEC	International Engineering Council
IPPs	Independent Power Producers
KE	K-Electric Ltd.
kW	Kilo Watt
kWh	Kilo Watt Hour
LOI	Letter of Intent
MW	Mega Watt
NEPRA	National Electric Power Regulatory Authority
PKR/Rs	Pakistani Rupees
PST	Pakistan Standard Time
RFP	Request for Proposal
US CPI	United States of America Consumer Price Index (All Urban Consumers)
USD/US\$	United States Dollars

## 1. Definitions

Capitalized Term	Meaning
Awarded Tariff	The Bid Tariff of the Successful Bidder as per the Tariff Approval.
Backup Metering System	The meaning ascribed thereto in the EPA.
Bid/Proposal	A bid/proposal received in response to this RFP to implement a Project in accordance with this RFP which shall comprise of all documents including the Technical Proposal and Tariff Proposal.
Bidder(s)	A company incorporated under the Companies Act, 2017 (or any predecessor or successor legislation), or foreign companies registered according to the laws of the country of origin, a consortium/joint venture or a natural person that is prequalified by the Relevant Agent and submits the Bid for the development, financing, construction, operation and maintenance of the Project
Bid Bond	An unconditional, irrevocable, on demand bank guarantee issued in favor of K-Electric Limited pursuant to Section 14.6 of this RFP, by at least an "AA" rated scheduled bank operating in Pakistan which is acceptable to K-Electric, valid for a period of at least eight (08) months from the bid submission deadline in the format and language as provided in Exhibit 8.
Bid Evaluation Report	The report to be prepared by an independent consultant and submitted to NEPRA pursuant to the NCBT Regulations 2017.
Bid Processing Fee	A non-refundable fee of PKR 1,500,000/-
Bid Tariff	Non-indexed single tariff submitted for the life of the Project (as provided in Sec 20), in Rs./kWh at the Reference Exchange Rate.
Business Day	Any Day on which banks are legally permitted to be open for business in Karachi, Pakistan.
Capacity	The nominal rated Capacity of the Complex which should not be less than 200 MW (AC peak)
Capacity Factor	The ratio of annual Complex's Net Delivered Energy recorded by Metering System at the 220 kV side of the step-up trafo and the

<b>Capitalized Term</b>	<b>Meaning</b>
	maximum annual generation capacity (in DC for Solar and in AC for Wind).
Commercial Operation Date (COD)	The meaning ascribed thereto in EPA.
Complex	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).
Consumer End Tariff	The meaning ascribed thereto in EPA.
Environmental Impact Assessment (EIA)	The environmental study carried out by the consultant to assess the environmental impact during the construction and operations of the power plant.
Energy Purchase Agreement (EPA)	The Energy Purchase Agreement to be executed between KE and the Seller and approved by NEPRA.
Feasibility Study Report (FSR)	The feasibility study conducted through a reputable consultant for the Complex by the Bidder which shall include but not limited to Geotechnical study, topographic survey, flood risk assessment, meteorological and climate data impact assessment, yield assessment etc.
Financial Close	The meaning ascribed thereto in the EPA.

<b>Capitalized Term</b>	<b>Meaning</b>
Generation License	The license to be issued by NEPRA permitting the generation and supply of electricity by the Seller from the Complex in accordance with the terms and conditions of such license.
Grid Code	The Grid Code 2023 approved by NEPRA, which sets out the technical requirements, guidelines, rules and procedures to be adopted by the System Operator and all Code Participants for effective planning, seeking new connections or modification in the existing ones, reliable and coordinated protection of the National Grid, precise Metering at the Connection points and economic System Operation purposes for normal and abnormal Transmission System conditions, as it may be revised from time to time with any necessary approval by NEPRA and notified to the Bidder and as applicable, to KE
Grid Interconnection Study	The study conducted by a third-party consultant for the evaluation of load flow, short circuit, transient stability, reactive power requirement etc.
Independent Engineer	The firm of engineering consultants to be appointed and hired by the Successful Bidder with the approval of KE, for monitoring the construction and commissioning of the Complex and to deliver related certificates to the Successful Bidder and KE and to carry out all the engineer's responsibilities to be specified in the EPA.
Interconnection Point(s)	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 (as further detailed in Section 19.1.2). If the Complex is planned at multiple land parcels, the Interconnection Point(s) cannot be more than two (2).
K-Electric Limited	An integrated power utility company operating in Karachi and adjoining areas in Sindh and Baluchistan provinces, duly incorporated as a public limited company and existing under the Company Act 2017, having SECP registration number 0000002, with its principal office at KE House, 39-B, Sunset Boulevard, Phase-II, D.H.A, Karachi, Pakistan.
Letter of Intent (LOI)	The letter to be issued by K-Electric to the Successful Bidder pursuant to this RFP in the form attached as Exhibit 11.
Locations	The Site for the Project should be within the 50 km radius of the Dhabeji Grid station (GPS Coordinates of Dhabeji Grid are 24.8001199, 67.5127892).
Metering System	The meaning ascribed thereto in EPA.

<b>Capitalized Term</b>	<b>Meaning</b>
NCBTR 2017	National Electric Power Regulatory Authority Competitive Bidding Tariff (Approval Procedure) Regulations, 2017, as amended from time to time.
Net Delivered Energy	The net electrical energy expressed in KWh generated by the Complex and delivered at the Interconnection Point(s), as measured by the Metering System or the Backup Metering System (as the case may be)
Open Competitive Bidding	The process of competitive bidding without the determination of a benchmark tariff,
Performance Guarantee (PG)	An unconditional, irrevocable, on demand bank guarantee issued in favor of K-Electric Limited pursuant to Section 14.7 of this RFP, by at least an "AA" rated scheduled bank operating in Pakistan which is acceptable to K-Electric, with a validity of 13 months, in the format and language as provided in Exhibit 9, as a pre-condition for the issuance of LOI.
Project	The development, design, financing, insurance, construction, completion, commissioning, ownership, operation and maintenance of the Complex, and all activities incidental or ancillary thereto.
Reference Exchange Rate	USD to PKR rate of 300.5 or as determined by NEPRA for the purpose of Open Competitive Bidding.
RFP	This document and any appendices, attachments to schedules to this document/RFP.
Relevant Agent	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.
Seller	The SPV that will enter into the EPA with KE subject to fulfillment of conditions of the LOI.
Shareholders' Agreement	The meaning ascribed thereto in Section 6.1 of this document.
Site	The parcel(s) of land with coordinates selected by the Bidder required and considered for the development of Project as envisaged under this RFP.
Special Purpose Vehicle (SPV)	A company to be formed by the Successful Bidder and KE in accordance with Section 6 with the specific purpose of undertaking the awarded Project at the Site.

<b>Capitalized Term</b>	<b>Meaning</b>
Successful Bidder	The Bidder selected by the Relevant Agent after the bid evaluation process who will be issued the LOI by the Relevant Agent, pursuant to section 3 of this RFP, and subsequently approved by NEPRA.
Tariff Approval	NEPRA's approval on the tariff of the Successful Bidder in accordance with Section 12 of NCBTR 2017
Tariff Proposal	The proposal submitted by the Bidder in accordance with the requirements outlined in Volume-III of this RFP and corresponding Exhibits mentioned in Section 14.1.
Technical Proposal	The proposal submitted by the Bidder in accordance with the requirements stipulated in Volume-II of this RFP and corresponding Exhibits mentioned in Section 14.1.
Term	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.

## **2. Rules of Interpretation**

In this RFP:

- 2.1. Headings are only for convenience and shall be ignored in construing this RFP.
- 2.2. The singular includes the plural and vice versa.
- 2.3. Other capitalized terms have the meaning given to them in the text of Instruction to bidders, attachments or exhibits in this RFP, if undefined, the terms will be clarified in the EPA.
- 2.4. Unless the context requires otherwise, references to times and dates are, and shall be construed to be, references to Pakistan Standard Time.
- 2.5. References to clauses and Exhibits are, unless the context otherwise requires, references to clauses and Exhibits to this RFP.
- 2.6. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of or legislative provision substituted for, and any subordinate legislation under, that legislation or legislative provision; and
- 2.7. The term "K-Electric Limited" and "Relevant Agent" shall be synonymous with "KE" and vice versa.



### **3. Invitation to Bid**

- 3.1. This RFP is being floated in accordance with the NCBTR 2017 through Open Competitive Bidding.
- 3.2. Acting as Relevant Agent as stipulated in the NCBTR 2017, KE hereby invites the prequalified applicants to submit Technical Proposal and Tariff Proposals in accordance with the stipulated terms of this RFP.
- 3.3. The Bid shall be a single stage, two-envelope bidding process. The contents required for evaluation of the Bids are detailed in the ensuing clauses of this RFP.
- 3.4. This RFP document is divided in three volumes. The Bid submission comprising of the Technical Proposal and the Tariff Proposal shall be separately provided by the Bidder for this Project.
- 3.5. The Technical proposal shall include Feasibility Study of the Project which must comprise of Solar and Wind Resource assessment, Geotechnical studies, Topographic Survey and Flood risk assessment as per Section 19.1.8.
- 3.6. Grid interconnection and power evacuation study shall be conducted after bid evaluation, at the expense of Bidder with KE's consent. However, basic requirements pertinent to this clause are mentioned in Section 19.1.9.(a) and 19.14. of this RFP
- 3.7. The Bid must comply with the RFP requirements at all times.
- 3.8. The Bids along with the Bid Bond must be delivered no later than the deadline specified in Section 7.
- 3.9. The Bidder will be required to consider and follow all applicable laws including State Bank of Pakistan funding requirements.
- 3.10. The Bidder shall obtain relevant board approvals for participation in the Project including but not limited to the board approval required for Exhibit 4 and Exhibit 12.
- 3.11. Relevant Agent will select Bidder based on evaluation criteria stipulated in Exhibit 7 of RFP. Tariff Proposal shall remain unopened until the evaluation of Technical Proposal for the Project is completed. Once completed, K-Electric will then open the Tariff Proposal of technically qualified Bidders. The Bidder offering the lowest Bid Tariff will be selected as the Successful Bidder. In the event that the lowest Bid Tariff of two or more Bidders are equal, the Bidder offering the maximum discount to the Bid Tariff will be selected as the Successful Bidder. In the case of default or disqualification of a Successful Bidder, the next in line Bidder with the lowest Bid Tariff will be selected.
- 3.12. The Successful Bidder will be awarded the LOI as appended in Exhibit 11 of this RFP, for formation of SPV subject to submission of Performance Guarantee (PG). 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 clause 19.1.4. of this RFP.
- 3.13. Subsequent to the formation of SPV, the SPV will be required to (i) obtain Generation License and Tariff Approval from NEPRA (ii) enter into EPC contract for the design, construction and commissioning of the Complex (iii) enter into EPA with KE, and other necessary Project agreements (iv) arrange the necessary financing for the Project(s) and achieve financial close (v) construct and implement the Project to achieve COD within the time period allowed by NEPRA in the Tariff Approval, and (vi) upon commissioning, operate and maintain the Complex for the Term to provide the generated electricity to KE as per the terms and conditions of the EPA.

- 3.14. The Successful Bidder will implement the Project consistent with this RFP, the LOI, NEPRA's requirements stated in Generation License and Tariff Approval, and the EPA, and shall undertake all activities incidental or ancillary for implementation of the awarded Project in accordance with the aforementioned documents.

#### **4. Background for the Development of Project**

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 rights for Karachi and its adjoining areas including Dhabaji and Ghara in Sindh and Hub, Uthal, Vinder and Bela in Balochistan. The Company has around 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 have increased to 2,817 MW following the commissioning of 900 MW BQPS III plant. 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 five long-term PPAs with IPPs covering gas, coal and solar 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.

The Project will be installed within the area mentioned in Volume-II (Technical Requirement). The Project will be connected through 220 kV transmission line hence the applicant shall include 220 kV switchyard cost for site considered for the Project.

## **5. Purpose and Process of this RFP**

The purpose of this RFP is to hold tariff bidding under NCBT Regulations, 2017. Once the RFP is approved by the Authority, Prequalified Bidders will be requested to submit their Bids within the stipulated timelines for the Project pursuant to this RFP. Bidders will be required to submit two separate envelopes i.e., one for Technical Proposal and the other one for Tariff Proposal. Bids shall be evaluated in accordance with the specific requirements mentioned for the Project. Based on the results of the bidding process and subject to the compliance with the RFP as well as regulatory requirements, a Bidder may be declared successful. Selection of the Successful Bidder to undertake the Project will be pursuant to the evaluation criteria stipulated in Exhibit 7 of this RFP.

As is common practice, Tariff Proposals shall remain unopened until the technical evaluation has been completed. KE will open the Tariff Proposal of only technically qualified Bidders and select the Successful Bidder with the lowest Bid Tariff, in accordance with Exhibit 7.

KE reserves the right to seek clarifications on the Technical and/or Tariff Proposals received from the Bidders. KE will then issue LOI to the Successful Bidder for the Project.

## **6. Equity Shareholding in the Project**

- 6.1.** Upon issuance of the LOI the Successful Bidder shall form the SPV.
- 6.2.** KE at its sole discretion will participate as a shareholder in the SPV either through its affiliate or its subsidiary, that shall hold up to 49% shareholding in the SPV.
- 6.3.** The Successful Bidder shall have management control in the SPV.
- 6.4.** The terms and conditions of equity injection will be part of the Shareholders' Agreement which will be negotiated with the Successful Bidder.

## 7. Major Project Milestones

Without Prejudice to the rights of K-Electric Limited to make any adjustment to the below mentioned Milestones and timeline as it so requires, the indicative Milestones shall be as following:

S. No.	Milestone	Timeline (T + x months)
1.	Submission of RFP for NEPRA approval	Nov-22
2.	Issuance of EOI and Prequalification	Dec-22
3.	Issuance of RFP to Prequalified Bidder	Jan-23
4.	RFP Approval of NEPRA	T
5.	Clarifications on the RFP	T + 1
6.	Deadline for submission of bids	T + 2
7.	Evaluation of Bids and selection of Successful Bidder	T + 4
8.	Submission of Bid Evaluation Report to NEPRA	T + 4
9.	LOI Issuance along with the draft SHA to the successful Bidder by KE, for the initiation of Project development activities	T + 4
10.	Signing of SHA*	T + 4
11.	Formation of SPV	T + 5
12.	Filing of Tariff and GL Application to NEPRA	T + 5
13.	GL and Tariff Approval by NEPRA	T + 6
14.	Submission of EPA to NEPRA for Approval	T + 7
15.	Approval of EPA by NEPRA	T + 9
16.	Financial Close	T + 12
17.	COD**	T + 30

*\*Only applicable to the successful Bidder who has the required Site in possession. Otherwise, clause 19.1.4. shall be followed.*

*\*\* Construction period of 18 months has been considered for this Project. Construction activities will be initiated right after Financial Close. These timelines are subject to change in conjunction with NEPRA approval.*

## 8. Reservation of Rights

Notwithstanding any other section of this RFP or any practice or custom of the trade or industry, KE, in its sole discretion, reserves the complete right to, at any time, without any liability, cost and/or obligation on the part of KE or being under any obligation to provide justification to the affected Bidders for KE's action, to:

- a. amend, suspend, modify, supplement, withdraw or terminate (part or all of) this RFP at any time and to reject any or all of the Bids submitted under this RFP and/or

- b. make no award whatsoever under this RFP
- c. exclude Bidders from further participating in this award process for reasons including but not limited to if the documents or the information submitted by the Bidder do not comply with the requirements set out in this RFP, or with required formats, and/or if they are incomplete or incorrect.

Bidders shall not be entitled to claim or receive any form of compensation if KE exercises any of the rights set out herein above.

At any time during the award procedure, KE has the right to reject all Bids and make no award under this RFP with no obligation to proceed to award any contract under this RFP. KE shall notify the Bidder of the amendment, modification, or supplement to the RFP in writing by electronic mail as soon as practicably possible. Any such amendment, modification or supplement to the RFP shall be taken into account by the Bidder. In order to take into account such amendment, modification or supplement in the preparation of the Proposals by the Bidders, KE may extend the schedule at its discretion.

The Bidder shall be solely responsible to determine and to satisfy itself by such means as it considers necessary or desirable as to all the matters pertaining to the execution of Project, including the precise location of Project, the weather conditions, the terrain and geological conditions at the selected site, availability of resources to be used in Project and all other factors that may affect the cost, duration and execution of Project.

KE shall assume no responsibility regarding any interpretation made by the Bidder from the information furnished by KE.

No verbal agreement or conversation with any director, officer, employee, representative or agent of KE shall affect or modify any of the terms or obligations of KE and the Bidder contained in the RFP.

## **9. Communications**

All communications from the Bidder concerning the RFP process, including any clarification, scheduling a meeting, shall be submitted by electronic mail addressing:

**Contact Person:** Mr. Qasim Mehmud  
**Email:** [qasim.mehmud@ke.com.pk](mailto:qasim.mehmud@ke.com.pk)  
**Address:** Block J, 1st Floor, Procurement Division, Elandar Road (Power House) Complex, Karachi, Pakistan

The Bidder shall provide the name, email and telephone contact details for the individual(s) authorized to communicate with K-Electric as per the Power of Attorney in the format attached as Exhibit 4.

## **10. Clarification on RFP Documents**

The Bidder may request clarifications on the RFP by completing the Form of Clarifications to RFP (Exhibit 13).

The Bidder shall make any clarifications requests within 15 days of the receipt of RFP, in writing to the provided email. KE will respond in writing to any clarification of this RFP provided that such request is received by KE in writing no later than the timeline for clarifications mentioned in Section 7 (Major Project Milestones) above.

KE is, under no obligation to respond to any clarifications received after the clarification deadline mentioned above. KE may also conduct a clarification pre-bid meeting with the Bidders and shall notify each Bidder of the date, time and location for the meetings. The clarification meetings, if required, shall be held in Karachi, Pakistan or online. Bidders shall be responsible for obtaining all visas and necessary travel documents. K-Electric shall provide reasonable assistance with such visas if requested in writing by the Bidder in due time. Any other mode of informal communication will not be permitted during the RFP process and such communication shall be considered invalid.

## **11. Cost and Expenses**

The Bidder shall bear any, and all costs and expenses incurred in relation to the feasibility studies, preparation, and submission of the Proposal, including but not limited to, costs and expenses for any investigation, fees and expenses of professional advisors, travel costs and expenses, and costs and expenses incurred because of any demonstrations, proposals, discussions, and meetings. K-Electric shall not be responsible or liable in any manner whatsoever for such costs and expenses regardless of the manner and outcome of the RFP process.

## **12. Applicable Law and Dispute Procedure**

The RFP procedure, the RFP documents and all related documentation are exclusively governed by the laws of Pakistan. Any dispute between the parties involved with the RFP procedure shall be submitted exclusively to the courts of Karachi, Pakistan.

## **13. Language**

The Bid (including all documentation submitted as part of the Bid/Proposal) must be submitted in English.

## 14. Guidelines for Bid/Proposal Submission

### 14.1. Bid Documents

The Bidders must include the following as part of their Bid submission:

Exhibits	Title
<b>Technical</b>	
Exhibit 1	Form of Acknowledgement
Exhibit 2	Confidentiality Agreement
Exhibit 3	Form of Covenant of Integrity
Exhibit 4	Power of Attorney
Exhibit 5	Affidavit
Exhibit 6	Letter of Acceptance by the Bidder
Exhibit 8	Form of Bid Bond
Exhibit 14	Hazard Substance Management Procedure
Exhibit 15	Waste Management Procedure
<b>Financial</b>	
Exhibit 10	Bid Tariff
Exhibit 12	Equity Commitment from Sponsors
<b>Other Forms</b>	
Exhibit 9	Form of Performance Guarantee
Exhibit 13	Form of Clarifications to RFP document

### 14.2. Bid/Proposal Submission Requirements

The Bid/Proposal consisting of the Technical Proposal and Tariff Proposal shall consist of three hard copies (1 original plus 2 copies) and password protected electronic copies in USB and google drive/one drive, clearly marking the hard copy as "Original".

The paper copy shall be an exact color photocopy of the original and well organized in a bound book or ring binder with separators between each section. The PDF copies shall be exact scans of the paper original. Each PDF copy should be provided on a separate USB drive protectively

included in the package, with each folder and file clearly and sequentially numbered and identified to allow for easy navigation. Documents that require signatures shall be hand signed by the authorized representative before conversion to PDF format. The authorized representative of the Bidders who sign the Bid/Proposals must also initial all pages to avoid any discrepancy.

In the event there is any discrepancy between the original hard copies and electronic copies, the hard copy shall govern. It is the Bidder's responsibility to ensure that the electronic copy aligns with the original hard copy.

#### **14.3. Technical Proposal**

In its Technical Proposal, the Bidder must respond to the requirements stated in the Volume-II of the document.

Technical Proposal should comprise of the following documents:

- (a) Covering Letter
- (b) Technical Proposal duly signed and sealed
- (c) Bid Bond
- (d) Technical Exhibits as covered in Section 14.1.

The Technical Proposal comprising one paper original, two paper copies, and electronic copies shall be in one sealed envelope labelled "TECHNICAL PROPOSAL", with the Bidder's name clearly displayed.

#### **14.4. Tariff Proposal**

In its Tariff Proposal the Bidder must respond to the requirements stated in Volume-III of the RFP. Tariff Proposal shall remain sealed until the assessment of the Technical Proposal has been completed.

Tariff Proposal should comprise of the following documents.

- (e) Covering Letter
- (f) Tariff Proposal duly signed and sealed.
- (g) Financial Exhibits as covered in Section 14.1.

The Tariff Proposal shall be submitted as one paper original, two paper copies and electronic copies in one sealed envelope labelled "TARIFF PROPOSAL", with the Bidder's name clearly displayed.

#### **14.5. Proposal Package**

The Technical Proposal and Tariff Proposal shall be sealed in separate envelopes. The sealed envelope labelled "TECHNICAL PROPOSAL" and "TARIFF PROPOSAL" shall be placed inside one package. This enclosing package shall be clearly labelled in large, bold lettering as follows:



## **K-ELECTRIC REQUEST FOR PROPOSAL**

### **200 MW (AC peak) HYBRID PROJECT**

**[BIDDER'S NAME]**

#### **CONFIDENTIAL**

#### **DO NOT OPEN EXCEPT BY AUTHORIZED PERSON**

Note: KE does not bear any responsibility for the premature opening or mishandling of the Bid/Proposals that are not submitted in accordance with the procedure set out in this RFP.

#### **14.6. Bid Bond**

The Bidder shall be required to provide a Bid Bond to the value equal to USD 1,000/MW for the Project. Such Bid Bond shall be issued by at least an "AA" rated scheduled bank operating in Pakistan, acceptable to KE or in case of foreign bank, having a correspondent bank in Pakistan. The Bid Bond shall be submitted together with the Bid submission. Bid bond shall be returned to the Successful Bidder (s) at the time of issuance of LOI and submission of Performance Guarantee whereas, same will be released to unsuccessful bidders after award of the project and receipt of Performance Guarantee from Successful Bidder. The Bid Bond shall be as per the format attached as Exhibit 8.

#### **14.7. Performance Guarantee**

The Successful Bidder shall be required to provide Performance Guarantee to the value equal to USD 5,000/MW for the Project. Such Performance Guarantee shall be issued by at least an "AA" rated scheduled bank operating in Pakistan, acceptable to KE or in case of foreign bank, having a correspondent bank in Pakistan. The Performance Guarantee shall be submitted prior to LOI issuance by KE with validity up to thirteen (13) months. The Performance Guarantee shall be as per the format attached as Exhibit 9.

#### **14.8. Submission and Validity of Bid/Proposal**

The deadline for the submission of the proposals is set out in Section 7 of this RFP and all Proposals submitted after the deadline will not be considered. The proposal should be submitted by courier or hand delivery to the following KE representative:

<b>Contact Person:</b>	Qasim Mehmud
<b>Title:</b>	Strategic Sourcing Lead - Project Procurement
<b>Address:</b>	Block J, 1st Floor, Procurement Division, Elandar Road (Power House) Complex, Karachi, Pakistan
<b>Postal Code:</b>	74200, Karachi, Pakistan

#### **14.9. Bid Validity**

The Bidders shall provide the validity period of their bids for eight (08) months from Bid submission deadline.

In case the bidding process is prolonged due to any unforeseen circumstances, the Bidders may be requested to extend the Bid validity and Bid Bond. However, in any case, the period of such extension of Bid validity and Bid Bond will not be extended for a period of more than six (6) months.

#### **14.10. Basis for Disqualification**

The pre-qualified Bidders are eligible to participate in this process, however a Bid may be disqualified subject to following:

1. 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.
2. if the Bidder is currently in willful default of its obligations to any bank or financial institution.
3. failure of the Bidder to disclose and/or provide any additional information as may be required by KE during the bid evaluation process.
4. failure to report promptly to KE any material change; in the circumstances of the Bidder affecting its eligibility to submit the Bid or to implement the Project following submission of the Bid;
5. failure to report to KE any information that at the relevant time or with the passage of time results in or is likely to result in any information provided in the Bid or any documents submitted therewith ceasing to remain accurate or becoming misleading; or
6. failure to comply with the requirements of this RFP including, without limitation, failure to submit documents and information consistent and compliant with the requirements of this RFP or failure to commit to the required bidding and project development schedule provided in this RFP.
7. The information submitted materially deviates from the requirements and criteria defined in the RFP or is false, misleading, or materially inaccurate. In this case the Applicant maybe blacklisted for future work with the Relevant Agent without any notice and liabilities on part of Relevant Agent.

Notwithstanding anything in this section, K-Electric reserves the right to disqualify any Bidder if K-Electric determines, in its sole judgement, that the Bidder is technically and/or financially or otherwise incapable of executing the Project(s) and/or the Tariff Proposal does not meet or reflect the requirements of the RFP.

#### **15. Selection of Successful Bidder for the Project**

Once the Bids are technically evaluated, the Tariff Proposal of only the technically qualified Bidders will be opened. The Tariff Proposal and its evaluation will be done considering following points;

- While bidding for the Project, the Bidder shall submit a single tariff for the whole tariff control period (i.e., 25 years).
- The Bidder offering the lowest Bid Tariff will be selected as the Successful Bidder.

- In the event that the lowest Bid Tariff of two or more Bidders are equal, the Bidder offering the maximum discount on the Bid Tariff will be declared as the Successful Bidder.
- In case a Bidder withdraws its Bid after it has been submitted, KE shall encash the Bid Bond of such Bidder. Additionally, in the event of a default and subsequent disqualification of a Successful Bidder, KE reserves the right to replace such Successful Bidder with the next in line Bidder with the lowest Bid Tariff.

#### **15.1. Requirements after selection of Successful Bidder**

Upon the selection of Successful Bidder:

1. KE will submit Bid Evaluation Report to NEPRA.
2. The Successful Bidder will be awarded the LOI for formation of SPV, however, if the Site is not in ownership and possession, then the conditions stipulated in clause 19.1.4. of this RFP shall be followed.
3. KE will issue an LOI to the Successful Bidder for the Project, after receiving Performance Guarantee in favor of KE, which should be provided by the Successful Bidder within twenty (20) Business Days after being declared successful and provision of documentary evidence of Site ownership and possession (if not provided earlier). The Bid Bond of the Successful Bidder will be returned after receiving such Performance Guarantee.
4. If the Successful Bidder has Site in ownership and possession at the time of Bid submission, then as notified by K-Electric, shall within fifteen (15) days of notification and submission of Bid Evaluation Report to NEPRA by KE,
  - o enter into a Shareholders' Agreement with KE and
  - o proceed to complete all statutory requirements for incorporation of SPV.
5. If the Successful Bidder is in the process of Site ownership and possession, then after the ownership and possession of Site as stipulated in clause 19.1.4., shall within fifteen (15) days, enter into a Shareholders' Agreement with KE and complete all statutory requirements for incorporation of SPV.
6. The SPV shall file an application with the Registrar NEPRA for approval of tariff by NEPRA in accordance with Part VIII of the NCBTR 2017.
7. KE will sign EPA with the SPV formed for the Project once the milestones in LOI are timely achieved.
8. The SPV must follow the NEPRA's regulatory framework and pay all the fees for award of the Generation License and the tariff. Any other regulatory fees that may materialize on the Bidder shall also be borne by the Bidder.
9. In the event that a Bidder defaults in fulfilling its obligations under this RFP, the NCBTR 2017 or the LOI requirements, or withdraws its Bid after being declared successful, KE shall be entitled to cash the Bid Bond or the Performance Guarantee (as the case may be) of the defaulting Successful Bidder upon its failure to rectify the default(s) as notified in writing by KE to the Successful Bidder within the stipulated period with such rectification period be not

less than 10 Business Days. Provided that if after being notified, the Successful Bidder rectifies the default(s) within the stipulated period, KE shall not cash the Bid Bond or the Performance Guarantee (as the case may be) and the Successful Bidder shall be allowed to continue with the requirements under the LOI and NCBTR 2017.

10. In case a Bidder withdraws its Bid after it has been submitted, KE shall cash the Bid Bond of such Bidder. Additionally, in the event of a default and subsequent disqualification of a Successful Bidder, KE reserves the right to replace such Successful Bidder.
11. The SPV will be required to complete the regulatory process to obtain all relevant consents and approvals and achieve Financial Close in accordance with the timelines specified in the LOI. The SPV will be required to construct the Project consistent with the technical specifications, equipment details and design parameters that are consistent with the Technical Proposal of the Successful Bidder received pursuant to this RFP and agreed with the K-Electric in the EPA with the approval of the NEPRA. Any variations to above that are determined to be material by K-Electric, shall result in revocation of the LOI by K-Electric and encashment of Performance Guarantee provided that K-Electric shall notify in writing to the Successful Bidder of such material deviations and allow ten (10) Business Days for rectification of such material deviations.

## **16. No Lobbying**

Bidder firm, corporation or individual members of a Bidder, will not attempt to communicate directly or indirectly with any representative of the KE during the evaluation process except as expressly directed or permitted by KE, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Project. KE reserves the right to disqualify the Bidder that, in KE's opinion, has engaged in lobbying in connection with this Project.

## **17. Disclaimer**

This RFP cannot be considered to be a recommendation or encouragement to a Bidder to submit a Proposal/Bid but is intended to enable the Bidder to submit a Bid/Proposal. This RFP is not an agreement or offer by KE to the prospective bidders or any other party. The information contained in this RFP has been prepared to assist each Bidder in making its own evaluation of the Project and does not purport to contain all of the information that such Bidder may desire with respect to the Project.

The documentation provided in this RFP is made available to Bidders who: (i) are expected to have the necessary skills and experience to be able to assess the risks inherent in the award procedure and to understand and evaluate the data provided in this RFP; and (ii) are expected to seek the assistance of advisors and consultants to make an analysis of the procedure and the documentation. In all cases, the Bidder is required to conduct its own due diligence, investigation and analysis including but not limited to Site assessment, interconnection assessment, energy yield etc.

KE shall under no circumstances be responsible or liable to reimburse the cost associated with the preparation and submission of the bids regardless of the outcome of the bidding process. KE rejects all liability, of whatever nature, for any damage or loss that a Bidder may suffer as a consequence of the: (i) use of this document, changes to it, or information incorporated into it; (ii) the fact that the Bidder relied on this information; or (iii) the lack of, the irrelevance of, or the interpretation of certain information in this document.

None of KE or its directors, officers, employees or advisors makes any representation or warranty, express or implied, as to the accuracy or completeness of this RFP or the information contained herein and none of KE or its directors, officers, employees or advisors shall not be liable for any of the information contained herein, or omitted from this RFP, nor for any of the written, oral, electronic or other communications transmitted to the Bidder in the course of Bidder's investigation and evaluation of the Project and submission of its Proposal pursuant to this RFP. Only those representations and warranties that are made in a definitive written agreement, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive written agreement, shall have any legal effect. Each bidder shall be responsible for its own independent evaluation and assessment of the Project and should consult its own professional advisors and consultants accordingly.

The Bidder must take this risk into account in its Proposal/Bid. By submitting a Proposal/Bid the Bidder accepts this liability disclaimer. The Bidder who, on the basis of the information incorporated into this document or provided up until the submission date, decides not to submit a Proposal also accepts this liability disclaimer.

## **18. Confidentiality**

- (a) All information supplied to the Bidder by KE and all information which the Bidder provides to KE or will provide as part of the Award Procedure shall be kept confidential and the Bidder shall not communicate this information to any third parties. The Bidder shall not publish or allow third parties to be informed about the terms and conditions of this RFP, any Proposal and/or any information related thereto.

- (b) The Bidder shall not make or release any announcements or issue or release any publications, notifications, or correspondence (whether to the media, public or otherwise) regarding its participation in the Project, the award procedure, or this RFP, unless a Bidder has obtained the prior written consent of KE (at KE's absolute discretion).
- (c) Bidders may communicate the aforementioned information to their employees and advisors and consultants on a need-to-know basis if their involvement in the award procedure is required, provided that the Bidder procures that such third parties are subject to an equally onerous obligation of confidentiality as set out in this RFP.
- (d) This obligation of confidentiality is not applicable if the information is already available to the general public. This obligation of confidentiality is not applicable when expressly permitted by the RFP or when expressly allowed by RFP. If the Bidder is required by applicable laws, or a court or tribunal of competent jurisdiction, or by applicable regulatory requirements, to disclose the information to third parties, for example, on the basis of a legal obligation or within the framework of legal proceedings, the Bidder must (1) notify KE, and (2) limit the information that is provided to third parties as much as possible.

## **Volume-II: Project Technical Requirements**

## 19. Project Requirements

Bidders should consider the following technical details in relation to the preparation of their Bid. Bidders are encouraged to provide any additional information or illustrations other than mentioned below which may best represent their Proposal.

Bidder will ensure that the plant is equipped with necessary technology to maximize energy yield and avoid unnecessary curtailment of power due to technological limitations.

All plant and equipment shall be new and shall be designed, manufactured, and tested in accordance with the latest IEC standards or other equivalent standards. The verification of the new machinery will be done by the Independent Engineer at the time of the commissioning of the Complex duly verified by the KE.

### 19.1. Basic Requirements

Given below are the mandatory requirements which shall be followed by all the Bidders.

#### 19.1.1. Location

The location of the Project shall be within 50 Km radius of Dhabeji Grid station. Coordinates of Dhabeji Grid station are: 24.8001199, 67.5127892



#### 19.1.2. Distance

The Site shall be within 50 Km distance from Dhabeji Grid. Coordinates of Dhabeji Grid station are 24.800746N, 67.5132652E.

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 facility on the land parcel considered for Interconnection Point shall not be less than 50 MW.



#### **19.1.3. Capacity**

The Capacity shall not be less than 200 MW (AC peak) with a +20% allowance. There are no additional points for Bidders proposing Capacity within the allowable range of +20% above 200 MW (AC peak).

For clarity, minimum 50 MW (AC peak) of Solar portion is mandatory however the installed capacity (in DC for Solar and AC for Wind) will be greater than 200 MW.

#### **19.1.4. Site Availability**

This process and RFP are designed to be Site neutral within the area mentioned in Section 19.1.1. As such, it is imperative for the Bidder(s) to ensure they have or have made enough provisions to ensure that they will have the Site secured to be the Successful Bidder. This RFP also gives enough opportunity and consideration to Bidder(s) who are currently not under ownership of required Site, to arrange for the Site and participate in the Project Bid. Considering the aforementioned, the following are the requirements in relation to the Site availability:

- a. The Bidder(s) who are currently under ownership and possession of the requisite land parcel(s), shall provide the documentary evidence of ownership along with the Proposal including but not limited to allotment letter from government of Sindh (if applicable), its coordinates and copy of attested ownership document i.e., sale deed, heirship document, lease agreement etc.
- b. The Bidder(s) who are currently not in the possession and ownership of the requisite Site, must have a commitment from the landowner(s), Government of Sindh, or any other entity having land(s) as may be necessary, and shall provide details of such land(s) considered, its coordinates and copy of attested ownership document etc. along with an Agreement of Sale with the owner(s) of land parcel(s) with specified timelines for completion of the proposed deal/arrangement.

The Bidder who falls under the category b) above, and should they be declared Successful Bidder, shall provide documentary evidence of Site ownership and possession within 02 months from the declaration of Successful Bidder. If the Successful Bidder is in the process of Site ownership and fails to obtain title and possession of the Site within two (02) months, KE will have the right to disqualify the Bidder along with the encashment of the Performance Guarantee (PG). However, KE may allow an extension in the time for finalization of Site acquisition and possession at its own discretion or disqualify the Successful Bidder without encashment of Performance Guarantee (PG). In case of disqualification of the Successful Bidder, KE will declare the Bidder with the second lowest bid as the Successful Bidder.

#### **19.1.5. Project Technology**

The project shall be of a Hybrid (combination of wind and solar) configuration and technology. 25% of the Project capacity must be on Solar to meet the qualification criteria.

#### **19.1.6. Capacity Factor**

The Capacity factor of the complex shall be minimum 31%.

#### **19.1.7. Transmission/Wheeling Cost Component**

Indicative wheeling/transmission cost component for the construction of transmission line depending on the overall distance of the complex from Dhabeji Grid will be added to the Bid tariff for selection of lowest Bidder, based on the formula given below:

$$\text{TL cost component (cents/KWh)} = A + [B * (\text{Total length of TL in km} - 1)]$$

Where,

A = Levelized cost for 1 km TL is Rs.0.56 per KWh and

B = Incremental cost in Rs.0.06 per KWh for every additional km of TL.

The transmission cost component for project having two Interconnection Points proposed shall be calculated as the cumulative distance from Dhabeji grid station i.e., the length of transmission line from Dhabeji grid covering both the Interconnection Points.

#### **19.1.8. Technical Studies**

The Bidders are encouraged to conduct a detailed and complete feasibility study and submit the Feasibility Study Report along with the Bid. However, given below are the studies mandatory to be conducted before submission of the Bid by the Bidder, reports of which are mandatory to be attached along with the Bid.

##### ***a) Yield Assessment:***

The Bidders shall provide with the Bid: (i) Wind Resource Assessment report specific to the Project Site (such report must be based on minimum two (02) years of on-site data or data of the neighboring mast). The data used for the resource assessment must also be submitted together with the report. In case of a neighboring mast, the distance of mast from the proposed Site should not be more than 20 Km. (ii) Solar resource assessment report at the Site co-ordinates through reliable satellite data collected from a recognized source such as Solar GIS. (iii) Energy yield estimation report (such report must include the micro siting of the proposed farm (the layout of PV arrays and WTGs) and annual energy yield numbers at different probability levels after incorporation of all the applicable losses)

##### ***b) Geotechnical***

The Bidders shall conduct Geo-Technical and topographic surveys at the proposed Site. The Bidders shall submit geo-technical investigation report and topographic map of the proposed Site from a recognized party with the Bid.

**c) Flood Risk**

The Bidder shall perform a flood risk assessment at the proposed Site and shall submit along with the Bid.

**19.1.9. Other Studies**

**a) Grid Interconnection Study**

This study shall be conducted post declaration of Successful Bidder. KE shall arrange infrastructure for power evacuation and provide an interconnection scheme. The Successful Bidder shall perform a grid interconnection study including load flow, short circuit, power quality, transient stability etc. KE will provide system data for the grid interconnection studies. The Successful Bidder shall be responsible to obtain approval of grid interconnection studies from KE. A written commitment from the Bidder shall be provided confirming that the grid interconnection studies shall be available within (three) 03 months of declaration of Successful Bidder. By delivering the aforesaid written commitment, the Bidder is deemed to have undertaken that its Bid or the Project awarded to it will stand disqualified if the requisite Grid Interconnection Studies are not conducted within the stipulated time.

SVGs/Reactive power compensation device(s) are to be considered by the Bidder for the proposal which shall ensure the delivery of power at Dhabeji grid station in compliance with the Grid Code requirement. The capacity of the device will further be substantiated by the grid interconnection study. Any change (if determined in the study) shall be incorporated by the Bidder.

**b) IEE**

The Successful Bidder shall conduct the initial environmental examination or environmental impact assessment and obtain approval from SEPA. In this regard, the Bidders are welcomed to get this done beforehand at their own initiative, risk, and expense. A written commitment from the Bidder shall be provided confirming that the study and the SEPA NOC shall be available within three (03) months of the declaration of Successful Bidder. By delivering the aforesaid written commitment, the Bidder is deemed to have undertaken that its Bid or the Project awarded to it will stand disqualified if the requisite IEE/EIA and the SEPA NOC is not available within three (03) months of the declaration of Successful Bidder.

**c) Consents**

The Successful Bidder shall obtain and maintain in effect all Consents pertaining to the performance of its obligations hereunder, including, but not limited to:

- all licenses/registrations to permit the contractor to do business in Pakistan (where the works are to be performed).
- all permits to export any item required in connection with the works to or from any country and including any permit required for the exchange or international

movement of currency or funds in any other form, except for payment(s) under the contract.

- any permits required by any building regulations.
- any permits required by any fire regulations.
- any permits required in connection with disposal and/or transportation of any waste materials or products.
- any permits required in connection with transportation of unusual or abnormal loads.
- all permits and licenses which may be required to secure for any Contractor's and its Subcontractor's personnel in relation to the right to carry out work in Pakistan.
- all other consents required by a relevant authority outside of Pakistan (as applicable).
- any consents required under the EPA.

## 19.2. Solar Panel

Panels considered for the Project should be Tier-1 as determined by BNEF. Tier-2 or above shall be disqualified without any assessment. Bidder shall select the technology of panel considering the site/area condition.

### 19.2.1. Warranties:

S.No.	Description
I	Solar panels standard generation warranty of 25 to 30 years will be mandatory.

### 19.2.2. Standards:

Solar PV Modules shall be "Type Certified" on latest IEC/UL/NFPA standards by an internationally accredited certification body, acceptable to KE.

Standard	Description
IEC 61215	Crystalline silicon (c-Si) terrestrial PV modules – Design qualification and type approval
IEC 61646	Thin-film terrestrial PV modules - Design qualification and type approval
IEC 60364-4-41	Protection against electric shock
IEC 61701	Resistance to salt mist and corrosion
IEC 62804	System voltage durability test for c-Si modules
UL 1703	Comply with the National Electric Code, Occupational Safety and Health Administration and the National Fire Prevention Association. The modules perform to at least 90% of the manufacturer's nominal power.
IEC 62738	Plant Design
EN-50380	Datasheet and Nameplate information of PV modules as per standard

IEC 61724-1-2-3	Performance monitoring-Capacity Evaluation-Energy Evaluation
IEC 63049	PV System Installation
IEC 62446-2	System Maintenance
IEC 62446-1	Documentation, Test, and Inspection
EC 60904-1	Measurements of PV current-voltage characteristics
EC 60904-5	Determination of the equivalent cell temperature (ECT) of photovoltaic (PV)
IEC 60904-7	Computation of the spectral mismatch correction for measurements of photovoltaic devices
EC 61345	UV test for photovoltaic (PV) modules
IEC 61730-1	Scope of the work in progress includes PV module safety qualification requirements for construction
IEC 61730-2	Photovoltaic (PV) module safety qualification
IEC 61829	Scope of the work in progress includes on-site measurement of I-V characteristics for crystalline silicon PV array
IEC 61853-1	Scope of the work in progress includes irradiance and temperature performance measurements and power rating for PV module performance testing and energy rating
IEC 61853-2	Scope of work in progress includes spectral response, incidence angle and module operating temperature measurements for PV module performance testing and energy rating
IEC 62716	Ammonia corrosion testing of photovoltaic (PV) modules
IEC 62446	Grid connected photovoltaic systems – Minimum requirements for system documentation, commissioning tests and inspection
82/618/NP	Specification for solar trackers used for photovoltaic systems.
ISO9001	Type tested and complied to ISO9001
NFPA Article 690	Solar Electric Systems
NFPA Article 705	Interconnected Electrical Power Production sources

### 19.2.3. Efficiency:

S.No.	Description
I	Sun to DC efficiency of modules above 17% and loss of efficiency due to rise in temperature as per IEC standard

The Bids should clearly indicate the details including the type of units, make and model of the Solar PV Modules to be installed in the Complex.

It is recommended that the Bidders choose solar panels that have increased/improved efficiencies, extended warranties, and insurance coverage.

### 19.3. Power Inverters

Bidders are allowed to use string inverters or central inverters based on their own complex design to achieve low LCOE within the boundaries mentioned in the technical specifications. The DC power produced is fed to inverter for conversion into AC. In a grid interactive system AC power should be fed to the grid at three phase AC bus. Inverter should supervise the grid condition continuously and in the event of grid failure (or) under voltage (or) over voltage.

#### 19.3.1. Warranties:

S.No.	Description
I	Inverters are procured from Companies in the manufacturing business for at least 10 years which are used in Commercial/Utility scale projects (05 MW and above) and operational
II	Provision of minimum standard warranty of 5 to 10 years is mandatory and option with extendable warranty from supplier

#### 19.3.2. Standards:

String or central inverters can be used in the Project that comply with the IEC or equivalent standards

Standard	Description
IEC 61683	Photovoltaic systems—Power conditioners—Procedure for measuring efficiency
IEC 61721	Characteristics of the utility interface
IEC 62116	Islanding prevention measures for utility-interconnected photovoltaic inverters
IEC 62109-1 and 2	Safety of power converters for use in photovoltaic power systems
EN 61000-6-2 and 4	Electromagnetic Compatibility (EMC)
EN 50178	Electronic equipment for use in power installations
EN 50524	Datasheet and Nameplate for Inverters
EN 55022	Information technology equipment. Radio disturbance characteristics. Limits and methods of measurement.
EN 61000	Electromagnetic compatibility (EMC). Immunity for residential, commercial, and light-industrial environments
IEC 62548	Installation and Safety Requirements for wiring
IEC 61683	PV systems – Power conditioners – Procedure for measuring efficiency
IEC 62093	Balance-of-system components for photovoltaic systems - Design qualification natural environments.

<b>IEEE 519 1992</b>	Compliance to Total Harmonic Distortion levels
<b>UL 2703</b>	Rack Mounting Systems and Clamping Devices for Flat-Plate Photovoltaic Modules and Panels
<b>UL 3703</b>	Trackers

#### 19.3.3. Efficiency:

<b>S.No.</b>	<b>Description</b>
I	Inverter efficiency 97% or above
II	Inverter used have built-in tolerance to variation in grid voltages/capable of riding through voltage sags/tolerance set points configurable to above +/- 5%
III	Over-voltage and Overload protection of inverters
IV	Grid Voltage tolerance -20 % and + 15 %.
V	Power factor control 0.95 inductive to 0.95 capacitive.
VI	No-load losses < 1% of rated power.
VII	THD 2.5% or lesser

#### 19.4. Wind Turbine

The specific model of WTG shall be "Type Certified" on latest IEC standards by an internationally accredited certification body acceptable to KE. The Bidder shall submit such a Type Certificate duly valid with the Bid. If the Type Certification is in process at the time of submission of the Bid, then a written commitment from the original equipment manufacturer shall be provided confirming that the Type Certificate shall be available before the Financial Close at the sole risk of the Bidder. By delivering the aforesaid written commitment, the Bidder is deemed to have undertaken that its Bid or the Project awarded to it will stand disqualified if the requisite Type Certificate is not available prior to Financial Close.

Since Type Certificates for WTGs are not issued for a design life beyond 20 years, the Bidders will provide certificates from (1) the original equipment manufacturer of the WTG, (2) the EPC contractor, and (3) itself, certifying that the WTG and the plant will have a design life of 25 years from the Commercial Operations Date.

The WTG and its OEM must:

- (i) be amongst top ten (10) ranking of WTG OEMs as per Bloomberg NEF (BNEF).
- (ii) have onshore global installed capacity of 10 GW since last 2 year.
- (iii) have 5,000 onshore global installed number of WTGs.
- (iv) have fleet size of 500 WTGs installed of the same model as offered in the Bid.

#### 19.4.1. Standards and Codes

The Bidder must ensure that the engineering, design, construction, testing and commissioning of the Complex and all its components, including all auxiliary facilities and systems, are complying with the most stringent requirement of either local codes and standards or applicable international codes and standards in their latest editions. The latest editions of the standards, codes, regulations, recommendations, and directives issued by the following internationally recognized organizations shall apply for the engineering, design, construction, testing, commissioning, operation and maintenance of the Complex and all its components, including all auxiliary facilities and systems. The use of GB standards is strictly forbidden.

#### 19.4.2. Warranties:

S.No.	Description
I	The Warranty period of minimum 02 years is mandatory

#### 19.4.3. Performance:

Wind turbine and its associated system should be designed and selected such that it can produce power above the ambient temperature of 50 degree Celsius. The proposal shall include the OEM provided deration curve/table w.r.t the ambient temperature. The simulation which suggests the overall plant's capacity factor must include the historical ambient temperature of the Bidder's site/area.

### 19.5. Gas Insulated Switchgear (GIS)

The switchyard of the Complex will be GIS and it will be covered under the project cost. The GIS will be double bus-bar single breaker scheme comprising two transmission line bays to provide 220 kV single circuit in-out arrangement for the site and remaining bays will be as per plant design.

GIS should comply IEC or equivalent Standards and Warranties.

### 19.6. Power Transformer and Other Switchyard Equipment

The Complex design will include the step-up transformer. Step-up transformer shall comprise of adequate electrical and mechanical protections to ensure safety and reliability.

All outdoor equipment i.e., surge arrestors, line traps, coupling capacitors, capacitive voltage transformers, line coupling device equipment and etc. shall be provided having adequate rating and should comply IEC Standards.

#### 19.6.1. Standards (Transformers)

- IEC 60076 (all parts), Power Transformers
- IEC 60085, Electrical insulation - Thermal evaluation and designation
- IEC 60137, Insulated bushings for alternating voltages above 1000 V



- IEC 60156, Insulating liquids – Determination of the breakdown voltage at power frequency
- IEC 60214 (all parts), Tap-changers
- IEC 60296, Fluids for electrotechnical applications - Unused mineral insulating oils for transformers and switchgear
- IEC 60354, Loading guide for oil-immersed power transformers
- IEC 60445, Basic and safety principles for man-machine interface, marking and identification – Identification of equipment terminals, conductor terminations and conductors
- IEC 60666, detection and determination of specified additives in mineral insulating oils
- IEC 61378 (all parts), Converter transformers
- IEC 62155, Hollow pressurized and unpressurized ceramic and glass insulators for use in electrical equipment with rated voltages greater than 1000 V
- IEC 62535, Insulating liquids - Test method for detection of potentially corrosive sulphur in used and unused insulating oil
- IEEE/ANSI Standards C57.12.00 and C57.12.90

#### **19.6.2. Standards (Switchgears)**

- IEC 60644, Specification for high-voltage fuse-links for motor circuit applications
- IEC 60947 (all parts), Low-voltage switchgear and control gear
- IEC 61439 (all parts), Low-voltage switchgear and control gear assemblies
- IEC 61641, Enclosed low-voltage switchgear and control gear assemblies - Guide for testing under conditions of arcing due to an internal fault
- IEC 61869 (all parts), Instrument transformers
- IEC 62271 (all parts), High-voltage switchgear and control gear

#### **19.6.3. Warranty:**

Transformer warranty period of minimum 02 years is mandatory

#### **19.6.4. Efficiency:**

Efficiency of Transformer must be at least 96%.

If the Bidder has proposed 02 Interconnection Points, then the Switchyard shall be constructed on both the land parcels connected via Interconnection Points and shall be the Bidder's responsibility.

### **19.7. SCADA, Tele-Communication and Protection Schemes**

SCADA, telecommunication and tele-protection equipment of the Complex side are mandatory and will be covered in the Project cost. Non-compliance to such provision would lead to disqualification.

Specifications of the equipment will be finalized with the consent of KE. Two channels should be established till load dispatch center for data transfer to SCADA system. All telecom links should be capable of transmitting speech, telephone signaling, data and tele-protection signals.

Each transmission line will have dedicated protection relays. Bus-bar protection and step-up transformer protection will be as per Complex design.

Telco/tele protection and SCADA system for visibility of the plant in K-Electric's LDC Control room as per the specs/details provided by K-Electric.

#### **19.8. Back-up Metering System**

Back-up metering system installation is mandatory, non-compliance of which would result in disqualification.

Back-up metering shall include ISKRA MT860 AMR meters of 0.2 accuracy class, dedicated CTs of 0.2 accuracy class, dedicated VTs and dedicated metering panels. All cabling between the meters and associated current transformers and voltage transformers shall be laid in rigid conduits as per the design standards.

#### **19.9. Weather Station**

- a) Weather station will include the equipment to measure wind speed, tilted irradiance, horizontal irradiance, ambient temperature, PV panel temperature, gearbox and generator temperature etc. panels will be provided which shows weather conditions at the Project site to collect data and compare remotely with yield figures
- b) Alarm Management to flag any element of Power plant that falls outside pre-determined performance bands via fax/email/text message
- c) Recording of Weather station data after pre-set time intervals
- d) Provision of Hybrid forecast model where Hybrid Forecast Model means Predictive Tool/Software prepared and operated by the Forecasting Consultant to generate energy forecast for the Complex. The Hybrid forecast model shall provide the hourly forecasted energy for a period of at least 15 days within an agreed upon variation limit.
- e) The Bidder shall propose the system where real time data from the Weather Station shall be visible in KE LDC Control Room, which also includes the hourly forecasted energy

#### **19.10. Civil/ Mounting Structure**

##### **Solar:**

Mounting system should be directly anchored into the ground (driven piers, concrete footers, ground screws, etc.). Mounting system should be able to withstand wind speeds and earthquakes in the region. Mounting System should be ICC ES AC428 and UL 2703 certified.

Mounting Systems having Tracking system provision should have Warranty of 10 years or above for both movable and non-movable parts., Structures are strong enough to bear wind loads, panel weight and ensure design operations for the life of the project.

Mounting structure shall also assess the weather conditions to incorporate suitable prevention from corrosive environment e.g.: galvanized steel, stainless steel, composites or aluminum, specialized coating such as C5. Pre-cast concrete ballasts/driven piles/earth screws/other type of Mounting systems to be preferred.

Civil design of Plant must have provision for flood water outlet. Bidder should also consider the topography and design of plant (placement of wind turbines and solar panels) to cater the shading impact.

#### **Wind:**

Wind turbine's towers shall be tubular steel whereas the civil structure/works must be robust enough to support/accommodate the soil and environmental conditions.

The following standards, codes and other references have been considered in the design and calculations:

- IEC 61400-1: 2019: Wind turbines – Part 1: Design
- IEC 61400-6: 2020: Tower and foundation design requirements
- DNVGL-ST-0126: Standard. Support Structures for Wind Turbines. Edition April 2016
- Eurocode 2: Design of concrete structures.
- WTG OEM recommendation and requirements.

#### **19.11. Balance of System:**

The Bidder will be expected to follow the industry best practices in selecting the BOS that will ensure that the system is able to service for the life of the project, broadly some of the aspects that the Bidder should consider for Wind and Solar installations are:

Medium voltage switchgears, MV transformer, DC system, control and protection equipment of adequate capacities and should comply with IEC standards. MV and LV Cabling shall be according to site conditions and Plant design.

##### **19.11.1. Standards (Cabling and Wiring)**

- IEC 60287 (all parts), Electric cables - Calculation of the current rating
- IEC 60332 (all parts), Tests on electric and optical fiber cables under fire conditions
- IEC 60502 (all parts), Power cables with extruded insulation and their accessories for rated voltages from 1 kV ( $U_m = 1,2$  kV) up to 30 kV ( $U_m = 36$  kV)
- IEC 60754 (all parts), Test on gases evolved during combustion of materials from cables

- IEC 60811 (all parts), Electric and optical fiber cables - Test methods for non-metallic materials • IEC 61034 (all parts), Measurement of smoke density of cables burning under defined conditions
  - IEC 61238 (all parts), Compression and mechanical connectors for power cables for rated voltages up to 30 kV ( $U_m = 36$  kV)
  - IEC 62930, Electric cables for photovoltaic systems with a voltage rating of 1,5 kV DC
  - IEEE C57.12.34, Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage and Below
  - IEEE 81, Guide for Measuring Earth Resistivity, Ground Impedance and Earth Surface Potentials of a Grounding System
  - IEEE 400, Guide for Making High-Direct-Voltage Tests on Power Cable Systems in the Field
  - IEEE 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
  - IEEE 693, Recommended Practice for Seismic Design of Substations
  - IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems
  - ICEA S-93-639 (NEMA WC 74), Shielded Power Cables 5,000V – 46,000V
  - ICEA S-94-649, Concentric Neutral Cables Rated 5 through 46 kV
- a) RO plant (for Solar Panels) if required for cleaning and plant operational services. RO Plant if considered for the project, the outgoing water should have manufacturer's recommended levels of TDS
  - b) All outdoor electronic equipment and panels should have protection class of IP65.
  - c) Visibility and control of complete HV system in Control Room
  - d) Substation properly equipped with LV power supplies, back-up power supplies, UPS, Diesel generators, auxiliary transformer, telephone and internet connection, lighting, HVAC, water supplies, drainage, fire and intruder alarms.
  - e) Earthing includes Array frame earthing, system (DC conductor) earthing, inverter earthing, lightning and surge protection for complex.
  - f) MV (11/22/33 KV) Switchgear supplier is accredited to ISO 9001 and MV (11/22/33 KV) Transformer supplier is accredited to ISO 9001 and IEC 60085 certified. IEC 60214 certified transformers for tap changers and transformer warranty period of minimum 02 years. Efficiency of Transformer at least 96%
  - g) Incorrect polarity protection for DC cables and Insulation monitoring
  - h) Junction boxes of IP rating 65/66/67/68 and Junction boxes enclosure fabricated from non-conductive material.
  - i) Use of fuses when arrays formed of four or more strings for over-current protection.

- j) Double-pole DC switches usage to block both positive and negative PV array cables. DC switches used rated for system voltage and maximum current expected and DC switches equipped with safety signs
- k) Module cables have a temperature range -55 to 125°C. Single core double insulated DC cables used with mechanical resistance (animal proof/compression/tension/bending etc.)
- l) AC cables IEC-60502 certified (1 to 36KV) or IEC-60840 certified (30 to 150KV). Reputable AC cable supplier accredited to ISO 9001. Minimum 02-year warranty period of AC cables. AC cables are UV radiation and weather resistant

## **19.12. Safety & Security**

### **19.12.1. Standards (Earthwork and Trenches)**

- ASTM C136: Sieve Analysis of Fine and Coarse Aggregate 14
- ASTM D 3017: Test Method for Moisture Content of Soil and Soil Aggregate
- ASTM D 1883: Test Method for CBR of Laboratory Compacted Soil
- ASTM D 4253: Test Method for Maximum Index Density
- ASTM D 4254: Test Method for Minimum Index Density
- ASTM D 2937: Test Method for Density
- ASTM D 698: Test Method for Moisture Index Density
- ASTM D 1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- ASTM D 2292: Nuclear Test Method for Soil Moisture Density
- ASTM D 1557: Test Method for Moisture Density Relations
- ASTM D 2487: Classification of Soil for Engineering Purpose
- ASTM D 422: Particle Size Analysis of Soils

### **19.12.2. Standards (Grounding and Lightning Protection)**

- Approved national and/or local standards for wiring and installation
- IEEE 80, IEEE Guide for Safety in AC Substation Grounding
- IEEE 665, IEEE Guide for Generating Station Grounding
- IEC 60079 (all parts), Electrical apparatus for explosive gas atmospheres
- IEC 60099 (all parts), Surge arresters
- IEC 60479 (all parts), Effects of current on human beings and livestock
- IEC 61140, Protection against electric shock - Common aspects for installation and equipment
- IEC 62305 (all parts), Protection against lightning
- IEC 63027, DC arc detection and interruption in photovoltaic power systems
- EN 50179 and HD637 S1, Power installations exceeding AC 1 kV
- VDE 0101

### **19.12.3. Standards (Lighting and small power systems)**

- IEC 60309 (all parts), Plugs, socket-outlets and couplers for industrial purposes
- CIE 40, Calculations for Interior Lighting: Basic Method
- CIE 52, Calculations for Interior Lighting: Applied Method
- CIE 43, Photometry of Floodlights

- CIE 12, Guide for Lighting Exterior Work Areas
- CIE 140, Road Lighting Calculations
- EN 12464.1, Lighting of working places, Part 1: Indoor workplaces
- EN 12464.2, Lighting of working places, Part 2: Outdoor workplaces

#### **19.12.4. Standards (Alarm and Security Systems)**

- IEC 60389-5 (all parts), Alarm and electronic security systems
- IEC 60389-7 (all parts), Alarm systems
- IEC 62676 (all parts), Video surveillance systems for use in security applications
- BS EN 50131, Alarm systems. Intrusion and hold-up systems
- BS EN 50132, Alarm systems. CCTV surveillance for use in security application
- BS 8418, Installation and remote monitoring of detector-activated CCTV systems. Code of Practice

#### **19.12.5. Standards (General Electrical)**

- IEC 60038, IEC standard voltages
- IEC 60060 (all parts), High-voltage test techniques
- IEC 60071 (all parts), Insulation coordination
- IEC 60120, Dimensions of ball and socket couplings of string insulator units
- IEC 60168, Tests on indoor and outdoor post insulators of ceramic material or glass for systems with nominal voltages greater than 1000 V
- IEC 60228, Conductors of insulated cables
- IEC 60255 (all parts), Measuring relays and protection equipment
- IEC 60269 (all parts), Low-voltage fuses
- IEC 60270, High-voltage test techniques - Partial discharge measurements
- IEC 60273, Characteristic of indoor and outdoor post insulators for systems with nominal voltages greater than 1000 V
- IEC 60282 (all parts), High-voltage fuses
- IEC 60305, Insulators for overhead lines with a nominal voltage above 1000 V - Ceramic or glass insulator units for a.c. systems - Characteristics of insulator units of the cap and pin type
- IEC 60364 (all parts), Low-voltage electrical installations
- VDE 0100, Parts which are not covered by IEC 60364
- IEC 60372, Locking devices for ball and socket couplings of string insulator units - Dimensions and tests
- IEC 60376, Specification of technical grade sulfur hexafluoride (SF6) for use in electrical equipment
- IEC 60383 (all parts), Insulators for overhead lines with a nominal voltage above 1000V
- IEC 60437, Radio interference test on high-voltage insulators
- IEC 60480, Guidelines for the checking and treatment of sulfur hexafluoride (SF6) taken from electrical equipment and specification for its re-use
- IEC 60507, Artificial pollution tests on high-voltage insulators to be used on a.c. systems
- IEC 60664 (all parts), Insulation coordination for equipment within low-voltage systems

- IEC TS 60815 (all parts), Selection and dimensioning of high-voltage insulators intended for use in polluted conditions
- IEC 60831 (all parts), Shunt power capacitors of the self-healing type for a.c. systems having a rated voltage up to and including 1 000 V
- IEC 60909, Short-circuit currents in three-phase a.c. systems
- IEC 61089, Round wire concentric lay overhead electrical stranded conductors
- IEC 61095, Electromechanical contactors for household and similar purposes
- IEC 61109, Insulators for overhead lines - Composite suspension and tension insulators for a.c. systems with a nominal voltage greater than 1 000 V - Definitions, test methods and acceptance criteria
- IEC 61466 (all parts), Composite string insulator units for overhead lines with a nominal voltage greater than 1 000 V
- IEC 61643 (all parts), Low-voltage surge protective devices
- IEC 62103, Electronic equipment for use in power installations
- IEC 62477 (all parts), Safety requirements for power electronic converter systems and equipment
- EVS-HD 620, Distribution cables with extruded insulation for rated voltages from 3.6/6 (7.2) kV up to 20.8/36 (42) kV
- IEC 61557-8 Electrical safety in low voltage distribution systems up to 1000V a.c. and 1500 V d.c. – Equipment for testing, measuring or monitoring of protective measures-Part 8: Insulation monitoring devices for IT systems
- DNVGL-ST-0076: Latest edition of this standard will help in Design of electrical installations for wind turbines.

#### **19.12.6. Miscellaneous**

- a) Lighting arrestors, proper grounding of all equipment is required.
- b) Surge protection on all electrical systems.
- c) All lines interconnecting the system shall be underground.
- d) Relevant fire safety protection guidelines must be adopted which shall include fire protection system for all electrical equipment, installed within the complex.
- e) Lighting shall be provided at regular intervals to ensure required visibility at night.
- f) Bidders must ensure adequate fencing & surveillance to ensure security of the Complex as per the Site condition/requirement, security systems installation, lighting, security cameras, microwave sensors for security purpose shall also be preferred. Anti-theft module fiber system proposition. Anti-theft module mounting bolts with the use of synthetic resin.

#### **19.13. Plant Monitoring System**

- a) Automatic data acquisition and monitoring technology for real time array/block wise generation and each wind turbine's generation as per plant design (use of SCADA system) for controlling within the Complex control room shall be the scope of this Project.
- b) Weather Station data, ambient and module temperature measurement, array's DC voltage measurement and inverter data log should be maintained.

#### **19.14. Interconnection Requirements**

- a) The interconnection point(s) will be droppers from the terminal tower connected to the gantry of 220kV transmission lines.
- b) Proposed interconnection scheme will be double circuit in-out from 220kV transmission line.
- c) Proposal having 02 Interconnection Points, shall include the 220 kV switchyard (GIS) on both the land parcels. If the land parcels are proposed to be connected through MV connection, Bidder is free to choose multiple parcels as required, considering that the arrangement of MV connection including ROW will be arranged by the Bidder.

*Grid Code compliance is mandatory for all the equipment and design unless exception has been approved by the Authority.*

#### **19.15. Local Considerations**

- a) Bidders are required to make themselves fully aware of the local conditions.
- b) Where possible, the Bidder will be required to source the human capital locally.

#### **19.16. Local Industry**

- a) Bidders are encouraged to source material, specifically the BOS equipment from local sources to support the local industry in accordance with the Customs General Order of the FBR.

#### **19.17. Construction/EPC Contractor**

- a) Bidders are responsible for securing all relevant permits and approvals required prior to the initiation, construction, and commissioning of the Project. Bidders are required to submit names of prospective EPC Contractors who will get EPC Contract in case the Bidder qualifies the competitive bidding process. EPC Contractor shall meet the below mentioned requirement:
  - 1. Past performance with similar projects (Minimum 500 MW Wind and 200 MW Solar commissioned projects in total with each commissioned project not less than 25 MW in last 05 years, names and certificates of all are needed. Contractor having experience of Project capacity less than the above criteria shall be disqualified.
  - 2. have valid registration with PEC in the scope of works required for the project execution such as Construction & Engineering works
  - 3. have valid registration certificates for Income Tax, Sales Tax and FBR
  - 4. have the technical staff, key machinery & equipment required for the execution of similar scope of works
  - 5. not be blacklisted from authorities in any scope of work in Pakistan
  - 6. Qualified and experienced key construction and management personnel (Project Manager with minimum 10 years' experience, Civil Expert with min 08 years' experience, Electrical expert with min 08 years' experience, Mechanical Expert with min 08 years' experience, Commissioning Engineer with min 05 years' experience, and rest of the team composition as per the Project requirement)



7. Provision of Defect warranty, module capacity warranty, PR warranty, structure warranty, Wind turbine warranty with its associated equipment's' warranty etc. by the Contractor. Provision of Warranty Bond from the Contractor
8. Provision of sufficient spares of critical items
9. Commissioning follows the procedure as per the relevant IEC standards for structurally and electrically safe, sufficiently robust plant

In case the Bidder(s) decides to change the EPC post submission of the Bid/Proposal, the new proposed EPC shall only be acceptable with KE's consent and if:

- The new proposed EPC has equal or better experience and credentials.

#### **19.18. Design Experience and Capability**

Bidder shall engage and provide the information relating to the Design Consultant which shall comply with the below mentioned criteria.

- a) Proven design experience with projects of comparable sizes (Minimum 05 projects with at least 01 solar power projects of 50 MW and 01 wind power project of minimum 50 MW capacity)
- b) Experienced staff to be assigned to the Project (each individual's role in the project to be specified)
- c) Minimum 50 MW projects with each project not less than 10 MW is interconnected with Grid in last 05 years

#### **19.19. Operations and Maintenance**

- a) The Bidder will be responsible for the O&M of the entire solar PV plant at each of the locations, scope of which includes:
  - Module cleaning, module connection integrity, junction boxes/combiners inspection, Thermographic detection of faults, Inverter servicing, mechanical integrity of mounting structure, vegetation control, Routine balance of plant servicing/inspection, Cable connection tightening/replacement of blown fuses, Lightning damage repair, Mounting structure/Tracking system fault repair, optimized loss due to soiling, additional points for automated cleaning mechanism provision, rectifying SCADA faults.
  - Provide operational services including such number of personnel as specified in the Agreement in accordance with the Plant design and engineer's recommendations, the equipment manufacturer's recommendations and the Company's recommendations.
  - Perform and record periodic operational checks and tests of equipment in accordance with original equipment manufacturers' recommendations,

## 20. Quoted Tariff and Commercial Requirements

The tariff shall be consistent with the tariff structure given below. Any Bid which is inconsistent with the tariff structure shall be rejected.

### 20.1. Bid Tariff

The Bidders may bid a single Bid Tariff for the Project, rounded off to four decimal places for the Term.

The indexation applicable to the Bid Tariff will be as follows:

$$\text{Revised AT} = \text{AT} * \text{Kx}\% \left[ \frac{\text{Rev KIBOR}}{\text{Ref KIBOR}} - 1 \right] + \text{AT} * \text{Sx}\% \left[ \frac{\text{Rev SOFR}}{\text{Ref SOFR}} - 1 \right] + \text{AT} * 80\% * \left[ \frac{\text{ER Rev}}{\text{ER Ref}} - 1 \right] + \text{AT} * 20\% * \left[ \frac{\text{ER Rev (one time)}}{\text{ER Ref}} - 1 \right] + \text{AT}$$

AT	Awarded Tariff
Kx%	Percentage of AT to be indexed with KIBOR variation (to be determined by the Authority)
Sx%	Percentage of AT to be indexed with SOFR variation (to be determined by the Authority)
Rev SOFR	Quarterly revised Term or Daily SOFR, as the case may be based on GOP policy decision on the transition from LIBOR to SOFR, as on the last day of the preceding quarter
Rev KIBOR	Quarterly revised 3-month KIBOR, as on the last day of the preceding quarter
Ref KIBOR	23.08% <sup>1</sup>
Ref SOFR	5.4039% <sup>1</sup>
ER Ref	300.5 Rs./USD
ER Rev	The revised exchange rate as on the last day of the preceding quarter
ER Rev (one time)	The revised exchange rate as average of the exchange rates of each day during the maximum construction period of 12 months starting from the date of Financial Close. Thus, making this portion of tariff fixed throughout the control period.

The bidders will have the flexibility in choosing the mix of debt-to-equity, including the mix of the local and foreign debt, along with debt tenor. However, the above formula shall not be subject to change due to actual debt-to-equity ratio and any combination of local and foreign financing and shall apply to the awarded tariff.

For the submission of the bids, the following reference values shall be taken into account by the bidders:

Description	Values	Remarks
Reference KIBOR	23.08% <sup>1</sup>	3-month KIBOR as of August 25, 2023
Reference SOFR	5.4039% <sup>1</sup>	Term SOFR as of August 25, 2023
Reference Exchange Rate	300.5	PKR/USD as of August 25, 2023 (NBP)
1. <i>or as otherwise approved by NEPRA</i>		

## 20.2. Bid Tariff Assumptions

- a) All invoicing and payment terms are assumed to be in accordance with the standard EPA, to be issued to the Bidder.
- b) No adjustment for certified emission reductions should be accounted for in the Bid Tariff.

## 20.3. Pass-through Items

Subject to the approval of NEPRA in Consumer End Tariff, following items shall be considered pass-through:

- a) If the Successful Bidder is obligated to pay any tax on its income from electricity generated from the Project, or any duties, cess or taxes not being of refundable nature are imposed on the Successful Bidder, the exact amount paid by the Successful Bidder on these accounts will be reimbursed by KE and on production of original filing documents.

In case of the above scenario, the Successful Bidder shall also submit to KE the details of any tax savings and KE shall deduct the amount of these savings from its payment to the Successful Bidder on accounts of taxation. The adjustment for duties and taxes will be restricted only to the extent of duties and taxes directly imposed on the Successful Bidder. No adjustment for duties and taxes imposed on third parties such as contractors, suppliers, consultants, etc., will be allowed.

- b) Withholding tax on dividend will not be a pass-through item.
- c) In case any Bidder proposes to import any plant, machinery or equipment that is also manufactured locally in accordance with the Customs General Order of the FBR, the Bid should account for the additional duties so that the Tariff Bid by the Bidder is inclusive of customs duty; pass-through of such duty subsequent to the bidding is not allowed. However, in such cases where the local procurement is not viable for the project due to genuine technical constraints, import duties on such items shall also be considered as pass-through subject to fulfillment of conditions given in ARE Policy, 2019, for which relevant certification shall be obtained by the qualified bidder from AEDB.

The Bidder is expected to have knowledge of applicable laws and regulations and shall not in any case hold KE accountable for information not provided under this document.

- d) Payment into Worker's Profit Participation Fund and Worker's Welfare Fund.

## **Exhibits**



## Exhibit 1 – Form of Acknowledgement

### 1.1. Instructions

If Bidder wishes / does not wish to participate in the bidding process for this Project, then the Bidder must submit the form of acknowledgement letter prior to bid submission (within 03 days from the date of receipt of RFP Package) via email at following email addresses:

[qasim.mehmud@ke.com.pk](mailto:qasim.mehmud@ke.com.pk)

The Bidder to submit the hard copy of this form of acknowledgement letter to K-Electric along with the Bid.

### 1.2. Template

[On Bidder's corporate letterhead]

[Date]

Director, Procurement  
K - Electric Limited  
1st Floor Procurement Division  
Building J  
Elander Road (Power House) Complex, Karachi, Pakistan

Subject: K-Electric, Request for Proposal for Development of 200 MW Hybrid Project – Acknowledgement Letter

Dear Mr./Ms. \_\_\_\_\_,

In response to the Request for Proposal dated [xxx], we hereby duly acknowledge receipt of the Instructions to Bidders, Attachments and Exhibits that constitute the complete Request for Proposal. We would like to confirm:

☐ That we intend to participate in the Request for Proposal process and will submit our proposal as per your schedule.

or

☐ That we do not intend to participate in the Request for Proposal process.

For and on behalf of

Bidder company name:

Name of Bidder's authorized person:

Title:

Date:

Signature:



## Exhibit 2 – Confidentiality Agreement

### CONFIDENTIALITY AGREEMENT (on stamp paper)

This Confidentiality Agreement (“Agreement”) is made at Karachi on this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”).

#### 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 bids for the Development of Hybrid Projects in the Dhabaji/Jhimpir/Gharo
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 after the Effective Date. Confidential Information shall also include all memoranda, reports, valuations, analyses 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, 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 are several, not joint, or joint and several.
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 a 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:

<b>To XYZ:</b>  Attention: [name] Telephone: [number] Facsimile: [number]  Email: [name@XYZ.com]	<b>To: K-Electric Limited</b>  Attention: Qasim Mehmud Facsimile: Block J, 1st Floor, Procurement Division, Elander Road (Power House) Complex, Karachi, Pakistan <b>Postal Code:</b> 74200, Karachi, Pakistan  Email: <a href="mailto:qasim.mehmud@ke.com.pk">qasim.mehmud@ke.com.pk</a>
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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.

**Bidder 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 3 – Form of Covenant of Integrity**

### **3.1. Instructions**

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

### **3.2. Template**

[On Bidder letterhead]

[Date]

Attention:

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

**Subject: Covenant of Integrity**

Dear Recipient,

The Bidder hereby undertakes that the bid was not concluded under the influence of an agreement, decision or conduct which influences an open and fair competition negatively. In addition, the Bidder hereby warrants and covenants that neither it, nor its affiliates or representatives has made, offered, promised, requested, solicited or accepted or authorised regarding the bid, nor will make, offer, promise, request, solicit or accept or authorise regarding the matters that are the subject of the bid, 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;
- (v) any close family member of any of the foregoing;

- (vi) 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 bid;
  - (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 Bidder 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

Bidder company name: \_\_\_\_\_

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

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

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

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

## Exhibit 4 – Power of Attorney

*(The Bidder must execute the Power of Attorney on stamp paper and submit to K-Electric along with the Bid)*

### 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 bidding process for the Project(s) as specified in the Request for Proposal.
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 bidding 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 Bidder must execute the Affidavit on stamp paper and submit to K-Electric along with complete Bid)*

### 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 Bidder has applied to bid for the Project of K-Electric Limited (“Relevant Agent”).
3. That the country of origin of Bidder is not any country upon which the government of Pakistan has imposed any trade embargo and/or sanctions, including but not limited to Israel and India.
4. That the Bidder and its members, representatives, personnel’s etc. do not have any restrictions with respect to travel in Pakistan.
5. That the Bidder does not have a conflict of interest with any of the parties involved in the bidding process of the Relevant Agent 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 Bidder.
6. The Bidder is considered to be in a conflict of interest with Relevant Agent, if the Bidder 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 Bidder in a position to have access to material information about or improperly influence the proposal of any other Bidder involved in the bidding process or influence the decisions of the Relevant Agent regarding the bidding process
7. That the information and the assumptions provided by the Bidder are correct and complete and no material information is concealed by the Bidder in its Bid including any supporting documents;
8. The Bidder, if declared the Successful Bidder, will execute the project unconditionally;
9. That the Bidder and its members (in case of the Bidder being a consortium/joint venture) have not defaulted in their payment obligations and/or performance of major contracts over the past five years.
10. The Bidder or any officer, director or owner thereof, has not been in substantial noncompliance of the terms and conditions of prior project contracts.
11. That the Bidder and its members (if any) are solvent and have no liquidation application pending against them in any court of law.



12. That the information provided by the Bidder, 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 Bidder understands that a consistent history of award against the Bidder may result in rejection of the Bid of the Bidder by the Relevant Agent.
13. That the Bidder and its members (in case of the Bidder being a consortium/joint venture) have been compliant of the prevailing regulations over the past five years. The composition or the constitution of the consortium shall not be altered without the prior consent of the KE.
14. That the Bidder and its members (in case of the Bidder being consortium/ joint venture) confirms that all of the parties shall be jointly and severally liable to the KE till the Commercial Operation Date of the Project(s).
15. The Bidder, its owners, directors, and key employees, have not been prosecuted, blacklisted or barred during the past five years by the Relevant Agent, KE or any federal or provincial agency or any international DFI and are not subject to any international sanctions;
16. The Bidder 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.
17. other place in the world over the past five years.
18. That the Bidder shall submit his statement on separate affidavit, in case the Bidder is claiming no litigation.
19. The Bidder hereby agrees if any provision of this RFP document is, against the law of Pakistan the remaining provisions of this RFP document shall remain in full force and effect.
20. The Bidder shall confirm that there has been no material change in records provided at the time of prequalification. In case of any material change, the Bidder shall submit a separate statement of changes.

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

**DEPONENT**

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

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

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

## **Exhibit 6 – Letter of Acceptance by the Bidder**

*(to be submitted on stamp paper)*

The Bidder is obliged to accept the following in order to proceed with bid evaluation:

- 1- It is necessary that the Bidder accepts all '**terms and conditions**' specified in the RFP.
- 2- Bidder has to accept '**Energy Purchase Agreement**' which shall be shared by KE.
- 3- It is required from Bidder to accept the '**Equity Structure**' specified in Section 6 of RFP.
- 4- The Bidder must conform the timelines stipulated in Section 7 of the RFP document. Any change to the project timeline will be communicated by the Relevant Agent to the Successful Bidder at the time of LOI issuance.

## Exhibit 7 – Bid Evaluation Criteria

### 7.1. Technical Evaluation

Technical evaluation will be done as per the requirements mentioned in the Volume-II of this document. Bidders who fulfill the requirements mentioned in Volume-II shall be eligible for Commercial evaluation. However, the knock-off criteria are summarized below:

S. No.	Mandatory Condition
1.	Distance of the Project from Dhabeji Grid as per Section 19.1.2.
2.	Capacity of the Project as per Section 19.1.3.
3.	Site Availability/arrangement for the Project as per Section 19.1.4.
4.	Hybrid Project Technology as per Section 19.1.5.
5.	Capacity Factor of the Project as per Section 19.1.6.
6.	Tier-1 Solar Panels as per Section 19.2.
7.	Type Tested WTGs as per Section 19.4,
8.	220 KV GIS on the Site where Interconnection Point(s) are proposed
9.	Submission of Technical studies as per Section 19.1.8
10.	Inclusion of Reactive power compensation devices in the Bid as per Section 19.1.9 (a)
11.	Compliance to Grid Code requirement

Detailed Technical Scorecard is given below according to which, minimum criteria for qualification of Bidder are 70 out of 100 marks after passing the screening criteria in Volume II.

S.No.	Evaluation Criteria	Score
1	Site Availability	12
	Scoring shall be done as per Section 19.1.4 Volume II of this RFP	

S.No.	Evaluation Criteria	Score
<b>2</b>	<b>Equipment</b>	<b>58</b>
<b>a</b>	<b>Solar Panels</b>	
	Compliance with Standards, Warranties and Efficiency as per Section 19.2 Volume II of this RFP	05
	Provision of Single axis tracking system	05
<b>b</b>	<b>Power Inverters</b>	
	Compliance with Standards, Warranties and Efficiency as per Section 19.3 Volume II of this RFP	05
<b>c</b>	<b>Wind Turbines</b>	
	Compliance with Performance and Warranties as per Section 19.4 Volume II of this RFP	12
<b>d</b>	<b>GIS, Power Transformer and other Switchyard Equipment</b>	
	Scoring shall be done as per Section 19.5 and 19.6 Volume II of this RFP	06
<b>e</b>	<b>Weather Station</b>	
	Scoring shall be done as per Section 19.9 Volume II of this RFP	03
<b>f</b>	<b>Civil/Mounting Structure</b>	
	Scoring shall be done as per Section 19.10 Volume II of this RFP	08
<b>g</b>	<b>Balance of system</b>	
	Scoring shall be done as per Section 19.11 Volume II of this RFP	05
<b>h</b>	<b>Safety and Security</b>	
	Scoring shall be done as per Section 19.12 Volume II of this RFP	03
<b>i</b>	<b>Plant Monitoring System</b>	
	Scoring shall be done as per Section 19.13 Volume II of this RFP	06
<b>3</b>	<b>Contribution to Local Economic Development</b>	<b>05</b>
	Scoring shall be done as per Section 19.15 and 19.16 Volume II of this RFP	
<b>4</b>	<b>EPC Contractors</b>	<b>10</b>
	Scoring shall be done as per Section 19.17 Volume II of this RFP	
<b>5</b>	<b>Design Experience and Capability</b>	<b>06</b>

S.No.	Evaluation Criteria	Score
	Scoring shall be done as per Section 19.18 Volume II of this RFP	
<b>6</b>	<b>HSE</b>	<b>03</b>
	Compliance with RFP and all necessary regulatory standards	
<b>7</b>	<b>Operation and Maintenance</b>	<b>06</b>
	Scoring shall be done as per Section 19.19 Volume II of this RFP	
	Key staff (organization; qualification/experience and facilities	
	Emergency spares, list, and necessary stock	

#### **7.2.Financial Evaluation**

- (a) The selection will be based on the lowest Bid Tariff.
- (b) The lowest Bid Tariff in accordance with Section 15 of a technically compliant Bid will be selected as Successful Bidder.

**Exhibit 8 – Form of Bid Bond**

**FORM OF BID BOND**

(Bank Guarantee)

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

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

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

General Manager (Project Procurement)  
K-Electric Ltd.,  
1st Floor, Procurement Division  
Elander Road (Power House) Complex  
Karachi, Pakistan

Name of Guarantor (Bank) with address: \_\_\_\_\_

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the K-Electric Limited (hereinafter called The "Company") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for [the Development of the Project].

WHEREAS, the Company has required as a condition for considering said Bid that the Principal furnish a Bid Bond in the above said sum to the Company, conditioned as under:

- (1) That the Bid Bond shall remain valid for a period of eight (08) months from the bid submission deadline.
- (2) That in the event of:
  - a) The Principal withdraws his Bid during the period of validity of Bid, or
  - b) Failure of the Successful Bidder to:

furnish the required Performance Guarantee, in accordance with Request for Proposal, Then the entire sum be paid immediately to the said Company as liquidated damages and not as penalty for the successful Bidder's failure to perform.

NOW THEREFORE, if the Successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a Letter of Intent with the said Company in accordance with his Bid as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said Company for the faithful performance and proper fulfilment of the said Letter of Intent or in the event of withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Company the said sum stated above upon first written demand of the Company without cavil or argument and without requiring the Company to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Company to the Guarantor at its address given above.

PROVIDED ALSO THAT the Company shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Letter of Award and to furnish the requisite Performance Guarantee within the time stated above or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Company forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

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

**Witness:**

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
**Corporate Secretary (Seal)**

\_\_\_\_\_  
**Corporate Guarantor (Seal)**

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

**Name, Title & Address (Seal)**

## Exhibit 9 – Form of Performance Guarantee

### PERFORMANCE SECURITY

Guarantee No: \_\_\_\_\_  
Executed on: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_

General Manager (Project Procurement)  
K-Electric Ltd.,  
1st Floor, Procurement Division  
Elander Road (Power House) Complex  
Karachi, Pakistan

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Contractor with address: \_\_\_\_\_

Amount of Guarantee: \_\_\_\_\_

(Express in words & figures)

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP (hereinafter called the Documents) and at the request of the said Bidder being our Client, we, the Guarantor above named hereby irrevocably and unconditionally bind ourselves to K Electric (hereinafter called the Company) in the sum of [●] for the payment of which sum well and truly to be made to the said Company to pay the Company on its first demand in writing without raising any cavil or objection whatsoever.

We understand that the Bidder has been notified dated \_\_\_\_\_ by the Company as the Successful Bidder for the development of the Project.

#### WHEREAS:

- A. The Bidder has been declared as the Successful by the Company to set up the solar power plant at [location] in accordance with the terms of the Request for Proposal.
- B. As required by the Beneficiary prior to the issuance of the Letter of Intent (the "LOI") to the Successful Bidder, and in consideration thereof, the Guarantor, at the request and on behalf of the Successful Bidder, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (hereinafter referred to as the "Performance Guarantee") in favor of the Beneficiary in order to secure the performance of the Successful Bidder's obligations under the LOI.



We, the Guarantor, under the contract do hereby irrevocably and unconditionally guarantee to pay to the Company immediately without any delay upon the Company's first written demand without cavil or arguments and without requiring the Company to prove or to show grounds or reasons for such demands any sum or sums up to the amount stated above without reference to the Contractor or any other third party. Any demand by the Company shall be final and conclusive for all the purposes whatsoever. For the avoidance of doubt, time shall be of the essence of this Guarantee and the liability of the Guarantor shall be valid until expiry date continuing and co-extensive with that of the Contractor and shall be valid up to (Date) and shall not be diminished by any partial claim or demand made on the Guarantor under this Guarantee by the Company.

This Guarantee shall be solely governed and construed by the substantive and procedural laws of the Islamic Republic of Pakistan.

This guarantee shall come into force at once and be valid for a continuous period of [●] months ending on [expiry date]. Any demand by the Company should reach the Guarantor before (time and date)

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.

Notwithstanding anything herein above this guarantee is [●] (in words) valid until [●] after which date the guarantee will become null and void irrespective of whether or not the original guarantee is returned to the bank for cancellation. Any claim made under this guarantee must be in writing and delivered to the bank's office at [●] on or before (time and date) after which we will no longer be liable to make payment to you.

\_\_\_\_\_  
Guarantor (Bank)

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

**Witness:**

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
**Corporate Secretary (Seal)**

\_\_\_\_\_  
**Corporate Guarantor (Seal)**

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

**Name, Title & Address (Seal)**

## Exhibit 10 – Bid Tariff

Bid Tariff in Rs./kWh.

## Exhibit 11 – Form of Letter of Intent to the Successful Bidder

This Letter of Intent (LOI) is executed in Karachi on \_\_\_\_\_ (“Effective Date”) between:

- 1 **K-ELECTRIC LIMITED**, being a public limited company duly incorporated and existing under the laws of Pakistan and having its registered office at KE House, 39-B, Sunset Boulevard, Phase-II, DHA, Karachi, Pakistan (hereinafter referred to as “**KE**”), which expression shall include wherever the context permits its successors-in-interest and assigns, of the First Part; and
- 2 **Successful Bidder, (company details)** which expression shall include wherever the context permits its successors-in-interest and permitted assigns, of the Second Part;

Each of **KE** and **Successful bidder** are individually referred to in this LOI as a “Party” and collectively as the “Parties”.

Whereas:

- A. The Successful Bidder will be awarded the LOI for formation of ‘SPV’ as per Section 3 of this RFP, which will be developed under joint shareholding of the Successful Bidder with management control. KE at its sole discretion will participate as a shareholder in the SPV either through its affiliate or its subsidiary, that shall hold up to 49% shareholding in the SPV. The terms and conditions of equity injection will be contemplated under a separate Shareholders’ Agreement.
- B. The SPV will be responsible to develop, construct, own and operate the Hybrid Independent Power Plant (“**IPP**”), to be located in [●] as mutually agreed between the Parties (“the **Project**”), in accordance with the milestones specified in Section 7 of this RFP.
- C. Subsequent to the formation of SPV, the SPV will be required to (i) obtain Generation License and Tariff Approval from NEPRA (ii) enter into EPC contract for the design, construction and commissioning of the Complex (iii) enter into EPA with KE, and other necessary Project agreements (iv) arrange the necessary financing for the Project(s) and achieve financial close (v) construct and implement the Project within the time period allowed by NEPRA in the Tariff Approval, and (vi) upon commissioning, operate and maintain the Complex for the Term to provide the generated electricity to KE.
- D. SPV shall be duly licensed by National Electric Power Regulatory Authority (“NEPRA”) under the Regulation of Generation, Transmission and Distribution Act, 1997 (“**NEPRA Act**”) and the Securities and Exchange Commission of Pakistan (“SECP”) to undertake this Project.

- E. SPV shall develop the Project under the build-own-operate (“**BOO**”) scheme with the Project life of not less than 25 years post Commercial Operations Date (“**CoD**”) and
- F. KE and SPV will enter into Energy Purchase Agreement (“**EPA**”) in accordance with the draft EPA shared by KE.

Now, therefore, in consideration of the mutual promises and covenants of the Parties set forth in this LOI, this LOI as provided under:

## 1. THE PROJECT

- 1.1. For the purposes of this LOI, Successful Bidder and/or any of its sponsors and/or its affiliates together with any other individual or group or entity nominated by and duly accepted by KE, shall be the Main Sponsor(s) of the Project. It is anticipated that KE will execute a mutually acceptable Energy Purchase Agreement with SPV for the term agreed under the Energy Purchase Agreement. For the purposes of this LOI irrespective of any other Sponsor being added to the Project in the future, SPV or its designated affiliate shall remain as the Bidder for the Project for all intents and purposes and in its dealings with KE. The equity shareholding of the Lead Member of the Successful Bidder’s consortium/joint venture shall be higher of minimum 20% or greater than the equity shareholding of other members of the consortium/joint venture and shall maintain such shareholding for the term of the loan from the Project’s Commercial Operations Date; any change prior thereto shall require approval of KE which shall not be unreasonably withheld.
- 1.2. SPV shall make all reasonable efforts to facilitate each other’s internal approvals through mutual cooperation between the Parties in good faith.
- 1.3. SPV shall be responsible for raising financing for the Project.
- 1.4. The Successful Bidder shall be responsible for construction and commissioning of the Complex. The Successful Bidder shall also complete all the necessary technical studies including EIA, IEE and Grid Interconnection Studies. KE would review and approve the Grid Interconnection Study while any changes proposed in the Grid interconnection study shall be incorporated by the Bidder accordingly. KE will make efforts to connect the Project with its Grid network.
- 1.5. Sponsors of the SPV shall take all the risks and liabilities of development of the Project and shall contribute the finances, expertise and overall business development in respect of the Project. SPV shall carry out all the project development activities, as listed in table 1.
- 1.6. SPV shall comply with all the regulations, which include warranties related to the performance of such plants in line with standards applied for new IPPs under Power Purchase Agreement and/or the applicable laws and regulations of the Islamic Republic of Pakistan. In addition, SPV shall be responsible for obtaining license/authorization from NEPRA under the NEPRA Act as well as ensuring that all relevant performance standards of NEPRA for the grant of any generation license in favor of SPV are duly complied with.
- 1.7. The Parties agree that SPV shall file tariff application with NEPRA and Tariff Approval shall be used for the purposes of the EPA.

- 1.8. The Parties agree to complete the milestones listed in Table 1 during the term of this LOI. In the event that, from the Effective Date of this LOI, any of these milestones has not been accomplished by SPV within the term of this LOI, KE shall have the right to terminate this LOI, unless otherwise agreed between the Parties.
- 1.9.1. This LOI shall become effective as of the Effective Date and shall remain in force until the earlier of any one of the events occurring as follows:
- (a) Expiry of the term of this LOI, which is 12 continuous Gregorian calendar months from the Effective Date, without renewal in writing between Parties; or
  - (b) Achievement of Financial Close by SPV; or
  - (c) Execution of Energy Purchase/Off-take Agreement between KE and SPV; or
  - (d) Termination of this LOI by KE under clause 1.8 or by giving (60) days prior written notice to the other Party without assigning any reason.
- 1.9.2. The non-disclosure and non-circumvention requirements and obligations as provided herein will survive termination or expiry of this LOI and continue for two (2) years thereafter.
- 1.10. Notwithstanding anything in this LOI, KE shall have the right to encash the Performance Guarantee to its full outstanding value in case of any breach of the terms and conditions hereof.
- 1.11. SPV shall regularly update KE on the progress of the Project at monthly intervals. The scope of the progress report shall include both technical and commercial areas which shall be presented by SPV to KE's designated team. Without prejudice to the foregoing, KE shall at times be entitled to demand and receive from time-to-time specific information/reports/data on the progress of the Project and/or achievement of milestones.

S. No.	Milestone	Date
1.	Signing of Shareholders' Agreement	
2.	Formation of SPV	
3.	Filing of Tariff and GL Application to NEPRA	
4.	GL and Tariff Approval by NEPRA	
5.	Finalization of Project Agreements including EPC and PPA / Submission of EPA to NEPRA for Approval	
6.	Approval of EPA by NEPRA	
7.	Financial Close	

*Table – 1: Project Development Activities*

## 2. CONFIDENTIAL INFORMATION

- 2.1. For the purposes of this LOI, "Confidential Information" shall mean any information, knowledge or data relating to the subject matter of this LOI which is not in the public domain and is disclosed by the disclosing party to the receiving party and is other than intellectual property of the disclosing party. All Confidential Information shared by the disclosing party to the receiving party shall remain the exclusive property of the disclosing party and the receiving party shall not disclose the same to any other person or entity not being a signatory to this LOI unless: -
- (a) the said information/data is already in the public domain;
  - (b) such disclosure is required by the order of the competent authority or judicial forum subject to prior intimation to the disclosing party.
- 2.2. No Party shall issue or make any public announcement or disclose any information regarding this LOI and its objects unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable laws or regulations including but not limited to the listing regulations of the Karachi Stock Exchange.
- 2.3. Neither Party may assign, novate, substitute, sub-delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this LOI, whether in whole or in part, without prior specific written consent of the other Party.
- 2.4. This LOI may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by duly authorized representatives of both the Parties to this LOI.
- 2.5. The validity, construction and implementation of this LOI shall be solely governed by the substantive and procedural laws of the Islamic Republic of Pakistan. Any disputes or claims arising under or in connection with this LOI shall be subject to the exclusive civil jurisdiction of the High Court of Sindh at Karachi to which the Parties to this LOI hereby irrevocably submit.
- 2.6. Neither of the Parties shall be liable to the other Party in contract, tort, negligence, breach of statutory duty, trust or otherwise for any indirect, direct and/or consequential losses or damages of whatsoever nature for any breach of the provisions of this LOI whether intentional or otherwise. In no way shall either Party be liable to the other for any loss of profits or loss of business opportunities for any delay or non-achievement of the milestones set out in this LOI whether under the provisions of the law of contract, tort, trust or any other theory of law.
- 2.7. Each Party warrants to the other that the person(s) signing below have all necessary capacity and authority, corporate or otherwise, to enter into, execute and implement this LOI in good faith on behalf of the Parties to this LOI.
- 2.8. This LOI is signed in two identical counterparts, each of which shall constitute one indivisible instrument.

- 2.9. All notices and other communications required under this LOI shall be given in writing, through personal delivery, courier mail or by facsimile transmission and shall be addressed to the following:

**KE:**

Attention: Mr. Shahab Qader Khan

Designation: Chief Strategy Officer

Address: KE House, 39-B, Sunset Boulevard, Phase II, DHA, Karachi

Facsimile: 021 99205192

**SPV:**

Attention: [Name]

Designation: Chief Executive Officer

Address:

- 2.10. Any notices sent under Clause 5.1 above shall be deemed to be duly received where sent during normal business hours by personal delivery or facsimile transmission on the same business day as it was sent, and where sent by courier within three (3) business days of dispatch.
- 2.11. The provisions of this LOI are severable in nature and in the event that any one or more of its provisions are incapable of being implemented for any reason, this shall not affect the validity of the remaining provisions of this LOI and the Parties shall in good faith enter into negotiations to come up with an alternative provision which best reflects the understanding and mutual intention of the Parties at the time of entering into this LOI.
- 2.12. Notwithstanding anything to the contrary contained herein, this LOI shall be legally binding on both the Parties.
- 2.13. Neither Party makes any representations or warranties to the other Party under this LOI and each Party shall be responsible for conducting its own due diligence with regard to the subject matter of this LOI. Accordingly, each Party shall be strictly responsible for its own costs.
- 2.14. For the avoidance of doubt, time shall be of the essence of this LOI for Parties.
- 2.15. This LOI is personal in nature and does not create any third-party rights or interests in favor of any person or entity who is not a signatory to this LOI.

In witness thereof, the Parties hereby put their respective signatures on the date and year first above written.

***For and on behalf of KE:***

***For and on behalf of SPV:***

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**Shahab Qader Khan**  
Chief Strategy Officer

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**[Name]**  
Chief Executive Officer

## **Exhibit 12 – Equity Commitment from Sponsors**

Bidders shall provide the evidence of available funding mechanism including signed equity commitment from sponsors.



**Exhibit 13 – Form of Clarification to RFP Documents**

<b>S. No.</b>	<b>Clause Reference No. and title of RFP Doc.t</b>	<b>Original wording or issue for which clarification is sought</b>	<b>Bidder's Clarification Request</b>	<b>K-Electric's response to Bidder's Clarification Request</b>
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S. No.	Clause Reference No. and title of RFP Doc.t	Original wording or issue for which clarification is sought	Bidder's Clarification Request	K-Electric's response to Bidder's Clarification Request
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For an on behalf of

Bidder Company Name:

\_\_\_\_\_

Name of Bidder's authorized person:

\_\_\_\_\_

Title:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

