



Pakhtunkhwa Energy Development Organization

Government of Khyber Pakhtunkhwa Pakistan

REQUEST FOR PROPOSAL (RFP)

FOR

[NAME OF PROJECT]

[NAME OF DISTRICT]

FOR

PRIVATE SECTOR HYDEL ENERGY DEVELOPMENT.

In Accordance with Provincial Power Policy 2006

PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION(PEDO)

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Request for Proposal (RFP)
For
Private Sector Hydel and Renewable Energy Project

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SECTION – A

INFROMATION FOR BIDDERS

1. DEFINITIONS

1 General

The following capitalized terms are used in this Request for Proposal ("RFP") and have the meanings defined here. All other capitalized terms used but not defined herein have the meanings set forth in the draft Implementation Agreement ("IA") or the draft Power Purchase Agreement ("PPA") enclosed as Appendix-I and Appendix-II to this RFP, respectively. The capitalized terms "Section", "Article", "Appendix", "Exhibit" and "Attachment" of this RFP, unless otherwise specified. The terms "Article" and "Attachment" used in a Section, unless otherwise specified, refer to the Article and Attachment of that Section of the RFP, respectively.

- 1.1 **"Addendum"** – means an amendment or modification to this RFP PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION (PEDO) in accordance with Section B, Article 10.
- 1.2 **"Agreement Year"** – means a period of 12 consecutive months commencing on each consecutive anniversary of the Commercial Operations Date and ending as of the end of the Day preceding the next anniversary of the Commercial Operations Date, except for the first Agreement Year which shall start on the Commercial Operations Date.
- 1.3 **"Available Capacity"** – means the net electric power generating capacity of the Plant at any given time, measured in kW (adjusted to the Reference Site Conditions), at the Delivery Point of the Plant as determined by the most recent Available Capacity-Test.
- 1.4 **"Bid"** – has the same meanings as the Proposal.
- 1.5 **"Bidder"** – means any company or consortium, which has been pre-qualified by PEDO to submit a Proposal for the Project and has purchased this RFP from PEDO.
- 1.6 **"Bid Exchange Rate"** – or "X_o" – means the Exchange Rate prevailing on thirty (30) Days prior to the Deadline for Submission of Proposals as notified by the PEDO to the Bidders through an Addendum at least ten (10) Days prior to the Deadline for Submission of Proposals.
- 1.7 **"Bid Local Index" or WPIM_o** – means the Local Index prevailing on thirty (30) Days prior to the Deadline for Submission of Proposals as notified by the PEDO to the Bidders through an Addendum at least ten (10) Days prior to the Deadline for Submission of Proposals.

- 1.8 **"Capacity Payment"** – means the monthly payment from Power Purchaser to the Project Company under the terms of the PPA, which is equal to the Capacity Price multiplied by the then-applicable Available Capacity of the Plant.
- 1.9 **"Capacity Purchase Price" or "CPP"** – means the amount expressed in Rs. per MW, identified as the Capacity Purchase Price in Annex-A of the PPA, as such amount is adjusted from time to time in accordance with Schedule – 6 of the PPA.
- 1.10 **"Commercial Operations Date" or "COD"** – means the Day following the Day on which the Plant is commissioned in accordance with the PPA.
- 1.11 **"Commissioned"** – means the performance by the Plant during Commissioning at or above the criteria for attaining commercial operations specified in PPA, as certified in writing to the Project Company, PEDO and Power Purchaser by the Engineer.
- 1.12 **"Commissioning"** – for the Plant, means engaging in testing the Plant in accordance with Article – X of the PPA in order to satisfy the criteria for attaining commercial operations specified therein.
- 1.13 **"Committee"** – means a committee, constituted to oversee the implementation of the Policy under the chairmanship of the Chief Minister KPK and comprising representatives of PEDO, Power Purchaser and other concerned organizations and departments.
- 1.14 **"Consents"** – means all such approvals, consents, authorizations, notifications, concessions, acknowledgements, agreements, licenses, permits, decisions or similar items required to be obtained from any Public Sector Entity by the Project Company for the construction, financing ownership, operation, and maintenance of the Plant, including without limitation those Consents listed in Annex-A of the IA; provided, however, that in no event shall the Consents include any concessions or exemptions from the Laws of Pakistan unless such concessions or exemptions are expressly granted to the Project Company pursuant to the terms of the IA.
- 1.15 **"Construction Contract"** - means the agreement entered into between the Project Company and the Construction Contractor for the design, engineering, procurement, construction, start-up, testing, and Commissioning of the Plant, as amended from time to time.
- 1.16 **"Construction Contractor"** – means [Name of Construction Contractor] and any successor thereto appointed by the Project Company and not objected to by the PEDO.

- 1.17 **"Contract Capacity"** – means the net electric power generating capacity of the Plant measured in MW at the Delivery Point, adjusted to the Reference Site Conditions that the Bidder proposes in its Proposal to build, own, and operate.
- 1.18 **"Contractors"** – means the Construction Contractor and the O&M Contractor and any other direct contractors and any of their direct sub-contractors integrally involved in the Project.
- 1.19 **"Day"** – means each 24-hour period beginning and ending at 12:00 midnight PST.
- 1.20 **"Deadline for Financial Closing"** – means the day by which the Project Company is required to achieve Financial Closing, which is a Day at the end of a period of fifteen (15) months from the issuance of the Letter of Support (LOS) by PEDO to the Project Company.
- 1.21 **"Deadline for Submission of Proposals"** – means the date and time when Proposals are due in response to this RFP, which is [1400] hours local time in Pakistan, [12/04/2015].
- 1.22 **"Delivery Point"** – means the location at the _____ kV side of the generator transformer at which the Net Energy Output is measured and delivered by the Project Company to Power Purchaser as described in Schedule 3 of the PPA.
- 1.23 **"Dollars" "USD" or "USD"** - means the lawful currency of the United States of America.
- 1.24 **"Energy Payment"** – means the monthly payment from Power Purchaser to the Project Company under the terms of the PPA, which is equal to the Energy Price multiplied by the Net Energy Output delivered by the Plant during the relevant month.
- 1.25 **"Energy Purchase Price" or "EPP"** – means the amount, expressed in Rs. per kWh, identified as the Energy Price in Schedule – 6 of the PPA, as such amount is adjusted from time to time in accordance with the provisions of Schedule – 6 of the PPA.
- 1.26 **"Engineer"** – means the independent consulting engineer or engineering firm of international repute appointed by agreement of the Project Company and Power Purchaser for the purpose of monitoring the construction of the Plant and for certifying the successful performance of any tests carried out hereunder.
- 1.27 **"Evaluation Fee"** – means USD the fee payable to PEDO according to the slabs mentioned in Section 5.1 of the PEDO Policy for Hydropower Generation

Projects 2006 to be paid by the Bidder to PEDO at the time of submission of its Proposal in the form of a bank draft (no cash) drawn upon a bank in Pakistan, in accordance with the RFP.

- 1.28 **"Exchange Rate"** – means the exchange rate of Rs. to USD as announced by the National Bank of Pakistan from time to time as TT&OD selling rate.
- 1.29 **"Feasibility Study"** – means the study carried out by the Consultancy Firm for the PEDO evaluating the technical feasibility of the Project during Year _____, a copy of which is provided at Appendix-IV to the RFP.
- 1.30 **"Feasibility Study Cost"** – means the total cost incurred on carrying out and preparation of the Feasibility Study.
- 1.31 **"Financial Closing"** – means the execution and delivery of all loan agreements evidencing financing for the completion of the Plant and all other parts of the Financing Documents executed at the time of execution of the loan agreements, and the receipt of commitments for such equity as is required by the Project Company to satisfy the requirements of the Lenders and the Letter of Award/Support.
- 1.32 **"Financing Documents"** – The loan agreements, notes, indentures, security agreements, guarantees and other documents relating to the construction and permanent financing (including refinancing) of the Plant (or any part thereof).
- 1.33 **"GOP"** – means the Government of the Islamic Republic of Pakistan.
- 1.34 **"GoKPK"** – means the Government of Khyber Pakhtunkhwa.
- 1.35 **"Grid System"** – means the transmission or distribution facilities owned by Power Purchaser, including the Project Line through which the Net Electrical Output of the Complex will be received and transmitted by Power Purchaser to users of electricity and through which electrical energy delivered by Power Purchaser to the Plant, as required.
- 1.36 **"GWh"** – means Giga Watt hours.
- 1.37 **"Implementation Agreement" or "IA"** – means the agreement of this name to be entered into by the Project Company and the GoKPK setting out the guarantees, assurances, support and allocation of risks necessary for the development of the Project, a draft of which is included as Appendix-I to this RFP.
- 1.38 **"Interconnection Facilities"** – has the meanings set forth in the draft PPA (Appendix-II) and described in Section A, Article 7.

- 1.39 **"kW"** – means Kilowatts.
- 1.40 **"kWh"** – means Kilowatt-hours.
- 1.41 **"Laws of GoKPK"** – means all laws, statutes, regulations, statutory revision, orders, execution orders, decrees, judicial decisions, and notifications of all kinds, issued by any executive, legislative, or administrative entity, as any of them may be amended from time to time.
- 1.42 **"Lead Bidder"** – means the Bidder itself if it is a single firm, or the member of the Bidder if it is a consortium established during the prequalification process, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium until selection of the Successful Bidder and establishment of the Project Company.
- 1.43 **"Lease Price"** – means as defined in Section 1.8 Clause 32 of KPK Power Policy 2006.
- 1.44 **"Legal Expenses"** – means the expenses actually incurred directly or indirectly by PEDO for clarifications on Proposal and negotiations on the Project Agreements or review of other legal matters plus twenty percent (20%) thereof as administration charges of PEDO, to be paid by the Successful Bidder to PEDO in accordance with Section B, Article 35, provided that such expenses shall not exceed USD _____ (in words).
- 1.45 **"Lenders"** – means the entities potentially providing the construction and long-term debt financing for the Project pursuant to the Financing Documents.
- 1.46 **"Letter of Support" or "LOS"** – means the letter of this name to be issued by PEDO to the Successful Bidder at the end of bidding process for the implementation of the Project.
- 1.47 **"Levelized Tariff Charge" or "LTC"** – means the value in Rs. per kWh referred to in and calculated pursuant to Section B, Article 15, which is the present value of all payments based on the Tariff Charges over the Term divided by the present value of all Net Energy. Output over the Term based on certain assumptions set out in this RFP, as such term is further described in the said Article and Section B, Attachment B-2.
- 1.48 **"Local Index"** – means the index used for adjusting local or Rupee components of the Tariff Charges, which is the Pakistan Wholesale Price Index (WPI) for manufacturing as notified by the Federal Bureau of Statistics (FBS) of the GOP.
- 1.49 **"Main Sponsor"** – has the same meanings as the Lead Bidder.

- 1.50 "Maintenance Outages" – means an interruption or reduction of the generating capability of the Plant that:
- 50.2 is not a Scheduled Outage;
- 50.3 has been scheduled and allowed by Power Purchaser
- 50.4 is for the purpose of performing work on specific components of the Plant, which work should not, in the reasonable opinion of the Project Company, be postponed until the next Scheduled Outage.
- 1.51 "MW" – means Megawatts.
- 1.52 "MWh" – means Megawatt-hours.
- 1.53 "National Control Centre" – means Control Centre designated by Power Purchaser from time to time (but not more than one at any time) from which Power Purchaser shall Despatch the Power.
- 1.54 "NEPRA" – means the National Electric Power Regulatory Authority.
- 1.55 "Net Energy Output" – means the net electrical energy delivered by the Plant to Power Purchaser during a given period of time measured in kWh at the Delivery Point.
- 1.56 "Non-recourse Financing" – means the debt or other financing, the recourse for which shall be exclusively to the Project Company.
- 1.57 "Notification" – means the notification issued by PEDO to the Short-listed Bidders pursuant to Section B, Article 33.
- 1.58 "NTDC" – means the National Transmission and Despatch Company and its successors' and permitted assigns.
- 1.59 "O&M" – means operation and maintenance.
- 1.60 "O&M Agreement" – means an agreement to be entered into between the Project Company and the O&M Contractor for the operation and maintenance of the Plant, as may be amended from time to time.
- 1.61 "O&M Contractor" – means O&M Contractor and any successor thereto appointed by Project Company and reasonably acceptable to Power Purchaser and not objected to by the GOP/GoKPK in accordance with Section 8.1 (C) of the IA.

- 1.62 **"Performance Guarantee"** – means the irrevocable and unconditional direct-pay letter of credit to be furnished by the Successful Bidder in favor of PEDO from a bank in Pakistan acceptable to PEDO, pursuant to Section B, Article 35 in the amount specified therein, prior to the issuance of the LOS, which will guarantee that the Successful Bidder or the Project Company will achieve the Financial Closing on or before the Deadline for Financial Closing, execute the Project Agreements within six (6) months of the issue of the LOS and achieve other milestones on or before certain specified dates.
- 1.63 **"Plant"** – means a power generation plant of any size to be constructed in KPK, consisting of electric power generation units, whether completed or at any stage of development and construction, including without limitation or regard to level of development, land, buildings, engineering and design documents, all power producing equipment including turbine, generators and its auxiliary equipment, water intakes and discharges, switchyards, and all other installations, as described in Section C.
- 1.64 **"Plant Functional Specifications"** – means that Section (C) of this RFP that specifies the functional requirements of the Plant.
- 1.65 **"Policy"** – means the Policy for Hydropower Generation Projects, 2006, announced by the Govt. of KPK with amendments up to 31-12-2015 and Federal Policy for Power Generation Projects 2002.
- 1.66 **"Power Purchase Agreement" or "PPA"** – means the agreement, dated _____ [Year] entered into between Power Purchaser and the Project Company for the purchase and sale of electric power generated by the Plant, as amended from time to time.
- 1.67 **"Pre-Bid Meeting"** – means the meeting as described in Section B, Article 20.
- 1.68 **"Project"** – means [(a) the development, design, engineering, manufacture, financing, insurance, construction, permitting, completion, testing, Commissioning, ownership, operation and maintenance of the Plant and all activities incidental thereto; (b) the development, design, engineering, manufacture, financing, insurance, construction, permitting, completion, testing Commissioning and ownership of the Interconnection Facilities and Transmission Facilities and their transfer to Power Purchaser and all activities incidental thereto].
- 1.69 **"Project Agreements"** – means collectively, the Power Purchase Agreement and Implementation Agreement.
- 1.70 **"Project Company"** – means the company to be established by the Successful Bidder and duly incorporated under the Laws of Pakistan for the

implementation and management of the Project, and its successors and permitted assigns.

- 1.71 **"Project Implementation Schedule"** – means the schedule for implementation of the Project in accordance with Section A, Article 11.
- 1.72 **"Proposal"** – means the Bidder's written offer for the Project, submitted in response to this RFP based on the covenants, terms and conditions as contained in this RFP.
- 1.73 **"Proposal Opening"** – means the session held to open the Proposals as described in Section B, Article 25.
- 1.74 **"Power Purchaser"** – means WAPDA or PESCO or any other agency allowed by Government of KPK to purchase power from Project Company.
- 1.75 **"Proposal Security"** – means the irrevocable and unconditional bank guarantee payable upon presentation to a bank in Pakistan acceptable to PEDO (USD 500.00 USD five hundred only) per MW times the Bidder's Contract Capacity in MW proposed in its Proposal to be submitted by a Bidder with its Proposal on or before the Deadline for Submission of Proposals in accordance with Section B, Article 18.
- 1.76 **"Proposal Summary Information"** – means the information provided by a Bidder in Section D Exhibit I, Attachment 1-5 as part of its Proposal.
- 1.77 **"Proposal Validity Period"** – means the period as described in Section B, Article 17.
- 1.78 **"Prudent utility Practices"** – means those practices, methods and procedures conforming to safely and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced generator of electricity engaged in the same type of undertaking under the same or similar circumstances to those pertaining in Pakistan. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety.
- 1.79 **"Required Commercial Operation Date"** – means with respect to the Plant, the date which is _____ months after the Financial Closing, which date may be extended in accordance with the PPA.

- 1.80 **"Responsive Bidder"** – means any Bidder whose Proposal has been determined to be a Responsive Proposal.
- 1.81 **"Responsiveness Test"** – means the test described in Section B, Article 28 to determine substantially responsive proposals and contained in Attachment B-I to Section B.
- 1.82 **"Responsive Proposal"** – means any proposal which has been determined to be substantially responsive to the requirements of the RFP in accordance with Section B, Article 28.
- 1.83 **"Request for Proposals" or "RFP"** – means, this Request for Proposals with all Appendices, Exhibits and Attachments hereto, and any future amendments or modifications, thereto through Addendum issued by PEDO.
- 1.84 **"Rupee" or "Rs."** – means the lawful currency of Islamic Republic of Pakistan.
- 1.85 **"SCADA"** – means Supervisory Control and Data Acquisition.
- 1.86 **"Scheduled Outage"** – means a planned interruption of the generating capability of the Plant that:
- 86.2 is not a Maintenance Outage;
- 86.3 has been scheduled and allowed by Power Purchaser in accordance with Article 9.4 of the PPA and
- 86.4 is for inspection, testing, overhauls, preventive and corrective maintenance.
- 1.87 **"PEDO"** – means Pakhtunkhwa Energy Development Organization KPK and its successors and assign.
- 1.88 **"Site"** – means the land, water-ways, roads, wells and any rights acquired or to be acquired by the Project Company for the purposes of the Plant on, through, above or below the ground on which all or on any part of the Plant is to be built, (including, without limitation, any working areas required by the Project Company and the Contractors, villages, townships and camps for the accommodation of the employees of the Project Company and the Contractors, and all rights of way and access from public highways and where applicable, railway and seaward access).
- 1.89 **"Short-listed Bidders"** – means the three or more best ranked Bidders to which PEDO has issued a Notification pursuant to Section B, Article 33.

- 1.90 **"Successful Bidder"** – means the Bidder who has been selected by PEDO under this bidding process to develop the Project pursuant to Section B, Article 35.
- 1.91 **"Tariff Charges"** – means the price of electricity to be charged by the Project Company to Power Purchaser and calculated in accordance with the formulas provided in this RFP.
- 1.92 **"Term"** – means a period of thirty (30) Agreement Years, as described in Policy.
- 1.93 **"Third Party Agreements"** – means collectively, the construction Contract, the O&M Contract, legal consents, loan commitments, interest rate protection letters, insurance agreements, trust agreements, and such legal documents which are entered into directly between the Project Company and third party entities for the execution of the Project.
- 1.94 **"Transmission Facilities"** – has the meanings set forth in the PPA (attached as Schedule - 3 of PPA) and described in Section A, Article 7.
- 1.95 **"WAPDA"** – means the Pakistan Water and Power Development Authority, a statutory corporation established pursuant to the Pakistan Water and Power Development Authority Act of 1958, with its principal office located at Lahore, Pakistan and its successors and permitted assigns.
- 1.96 **"World Bank Guidelines"** – means the World Bank Environmental, Health and Safety Standards in effect at the Deadline for Submission of Proposals.

2. POWER SECTOR IN PAKISTAN

2. INTRODUCTION

The generation, transmission, distribution and retail supply of electricity in Pakistan is presently undertaken by two vertically integrated public sector utilities, with significant contribution to generation from various private thermal Independent Power Producers (IPPs) and Pakistan Atomic Energy Commission. These utilities are the Pakistan Water and Power Development Authority (WAPDA) and the Karachi Electricity Supply Corporation (KESC). WAPDA supplies power to all of Pakistan, except the metropolitan city of Karachi and some of its surrounding areas which are supplied by KESC. The transmission systems of WAPDA and KESC are interconnected through 220 kV double circuit transmission line. Presently, the total installed electricity generation capacity in the country is about 19505 MW. Out of this total generation capacity, 11242 MW is owned by WAPDA, [1,756 MW] by KESC, [462 MW] by the Pakistan Atomic Energy Commission ("PAEC") and 6045 MW by IPPs. WAPDA and KESC have contracts with the IPPs and PAEC for purchase of electricity.

Electricity is produced in various thermal, hydroelectric and nuclear power plants. Thermal power plants use a variety of technologies (such as combined cycle, simple cycle gas turbine, steam turbines, and fuels (such as, coal, natural gas, furnace oil).

Transmission of electricity takes place at voltages of 500kV, 220KV, 132kV, 66kV and 33kV and is distributed to customers at 11kV and 0.4 kV. The bulk of power is transmitted through three double circuit 5000 kV lines between south and north of the country.

Presently, the total electricity generation capacity available in the public and private sector is sufficient to meet the future power demand up to [2004-2005]. However, it would require augmentation during subsequent years.

2.1 Pakistan Water and Power Development Authority (WAPDA)

2.2 Introduction

WAPDA was created in 1958 as a semi-autonomous body for the purpose of coordinating and giving a unified direction to the development of schemes in water and power sectors, which were previously being dealt with, by the respective Electricity and Irrigation Departments of the Provinces.

The Charter of Duties of WAPDA is to investigate, plan and execute schemes for the following fields:

- a. Generation, Transmission and Distribution of Power
- b. Irrigation, Water Supply and Drainage
- c. Prevention of Waterlogging and Reclamation of Waterlogged and Saline Lands.
- d. Flood Management
- e. Inland Navigation

The Authority comprises a Chairman and three (3) Members working through a Secretary WAPDA is one of the largest employers of human resources in Pakistan.

2.3 Restructuring of Power Wing

Power wing is currently headed by Member (Power). The Power Wing comprising of Generation, Transmission and Distribution has been restructured into twelve (12) public limited companies. These twelve (120 Corporate Entities) are:

- Three (3) Thermal Power Generation Companies (GENCOs)
 1. Southern Generation Power Company Limited (GENCO-1) head quarter at Jamshoro district Dadu near Hyderabad, Sindh.
 2. Central Power Generation Company Limited (GENCO-2) head quarter at Guddu district Jacobabad, Sindh.
 3. Northern Power Generation Company Limited (GENCO-3) head quarter at WAPDA House, Lahore, Punjab.
- One (1) National Transmission & Power Despatch Company (NTDC)
- Eight (8) Distribution Companies (DISCOs) as under:
 - Lahore Electric Supply Company (LESCO)
 - Gujranwala Electric Power Company (GESCO)
 - Faisalabad Electric Power Company (FESCO)
 - Islamabad Electric Supply Company (IESCO)
 - Multan Electric Supply Company (MESCO)
 - Peshawar Electric Supply Company (PESCO)
 - Hyderabad Electric Supply Company (HESCO)
 - Quetta Electric Supply Company (QESCO)
 - Tribal Electric Supply Company (TESCO)

2.4 Installed Hydroelectric Generation in Pakistan

Sr. #	Station	Installed Capacity (MWs)
1	Tarbela	3,478
2	Ghazi Barotha	1,450
3	Mangla	1,000
4	Warsak	240
5	Chashma	184
6	Malakand-III HPP	81
7	Rasul	22
8	Jabban	19.60
9	Dargai	20
10	Nandipur	13.80
11	Shadiwal	13.50
12	Chickoki Malian	13.20
13	K Garhi & Renala	5.10
14	Chitral	1.00
15	Satpara	4.86
16	Pehur HPP	18
17	Shishi	1.875
18	Reshun HPP	4.2
	Total	6619.00

2.5 Demand Projections based on Power Market Survey

Year	(MW)
2005-06	13212
2006-07	15213
2007-08	16480
2008-09	17867
2009-10	19451
2010-11	21055
2011-12	22791
2012-13	24656
2013-14	26789
2014-15	28814
2015-16	31022

Source: Energy Wing Planning and Development Division GoP, April, 2010

2.6 WAPDA's Transmission System

WAPDA has 500kV, 220kV, 132kV, 66kV and 33kV transmission lines on its system. WAPDA's transmission lines are interconnected through a National Grid which extends from Peshawar to Karachi, Quetta and Azad Jammu & Kashmir linking all important cities of the country. The National Grid interconnects all power stations, all

transmission lines, all grid stations. The National Control Center is located at Islamabad.

2.7 Power System in Khyber Pakhtunkhwa

By year 2004, Peshawar Electric Supply Company (PESCO), which is a part of WAPDA, is operating as the main distribution company in the KPK. Recently Tribal Electric Supply Company (TESCO) has also been incorporated. Simultaneously NTDC is looking after the entire power transmission network (220 kV and 500 kV) spread in the province. All the three organizations are federal entities. PEDO, a provincial entity under GoKPK is operating and maintaining some power plants, transmission lines and distribution systems in isolation from PESCO. At some places, PEDO is selling power to PESCO under specific terms and conditions.

2.8 Pakhtunkhwa Energy Development Organization (PEDO)

Pakhtunkhwa Energy Development Organization (PEDO) was established under the Pakhtunkhwa Energy Development Organization Act, 1993 to identify and explore the hydel potential of the province of KPK. The organization is under the administrative control of Energy and Power Department of Provincial Government and is governed by a Board of Directors, members of the Boards are mostly from private sector.

Under the NEPRA Act, PEDO was deemed to be a provincial licensee at par with WAPDA for generation, transmission and distribution of electric power. The GoKPK has entrusted role to PEDO for implementation of power generation projects of any capacity in the province.

3. FEDERAL POLICY FOR POWER GENERATION PROJECTS 2002

- 3.1 The GOP announced in 2002 the Policy for Power Generation Projects to meet the future generation capacity shortfalls by projects to be developed by private sector, public sector and public-private partnerships. The Policy aims at procuring generation capacity at the least cost, maximum utilization of indigenous resources including hydel, coal, gas, renewable energy resources, human resources and engineering and manufacturing capabilities; ensuring consideration of interests of all the stakeholders in the procurement process; and ensuring the protection of environment.

The policy also allows the Provinces and Government of Azad Jammu and Kashmir to get the projects up to any capacity, implemented through Private Sector. Pursuant upon that decision, GoKP has developed its own Power Generation Policy year 2006.

- 3.2 According to the Policy, the basis for selection of the developer or sponsor of the private power projects will be the minimum levelized tariff achieved either through International Competitive Bidding ("ICB") for solicited, proposals or through negotiations (or ICB if required) for proposals for raw sites, that is the sites for which no feasibility study has been initiated. All private sector hydel projects will be implemented on a build, own, operate and transfer ("BOOT") and shall be transferred to the GoKPK at the end of concession period, determined by NEPRA.
- 3.3 The Policy provides for a two-part tariff (i.e. a tariff with capacity and energy price charges) for the purchase of electricity from the above projects, with adequate indexation against local inflation and Rs-USD exchange rate fluctuations. The GOP will guarantee the contractual obligations of its entities, particularly WAPDA under the power purchase agreements, will provide protection to the power companies against certain political risks and changes in tax regime, and will ensure convertibility into USD and remittability of funds to cover necessary payments related to the projects. The GoKPK will guarantee the contractual obligation of provincial public sector entities involved in any Agreement comprising the Security Package.
- 3.4 The Policy also provides a number of other financial and fiscal incentives for the power companies, including those relating to customs duties and sales tax on imports and income tax.
- 3.5 To facilitate coordination between various departments and to help PEDO in taking timely decisions on various issues while implementing power projects, a Provincial Committee headed by the Chief Minister of KPK shall oversee the implementation of the Policy.

4. PROJECT DESCRIPTION

4.1 General

The Project comprises, among other things, the following:

- a. the development, design, engineering, manufacture, financing, insurance, construction, permitting, completion, testing, commissioning, operation and maintenance of the Plant and all activities incidental thereto by the private investor/sponsor.
- b. the development, design, engineering, manufacture, financing, insurance, construction, permitting, completion, testing, commissioning of the Interconnection Facilities and Transmission Facilities and all activities incidental thereto will be the responsibility of power purchaser.
- c. the sale of Available Capacity and Net Energy Output to Power Purchaser; and
- d. the transfer of the Plant to the GoKPK at the end of the Term.

4.2 Technical Description of Plant

The Plant will include the following facilities as further described in Section C, "Plant Functional Specification" (PFS):

- a. Complete power generation Unit(s), constructed with new and unused materials and equipment having a total designed power generation capacity of _____ at the Reference Site Conditions, to operate as a fully despatchable Plant with a total annual plant factor of 41 % or more. The switchyard for the Plant will be designed, procured and-constructed by the Project Company.
- b. All required Site support facilities, including, but not limited to, the administration buildings, warehouses, workshops etc.
- c. All necessary Site infrastructure such as roads, potable water system, sanitary sewer system, parking areas, lighting, security fencing, etc. (Construction of a colony for certain employees of the Project Company).
- d. All necessary improvements to insure unimpeded access to the Site(s) to include, but not limited to, road improvements, bridges, culverts, relocation of utilities, etc., and any other logistics support required to implement the Project.

4.3 Feasibility Study

- a. The Feasibility Study at **Appendix IV** to this RFP evaluates the technical feasibility of the Project and identifies the basic parameters of the Project, such as geological conditions, optimum net capacity, estimated annual plant factor, transmission line requirements, etc. necessary to allow firm Bids for the development of the Project.
- b. While the Feasibility Study has been carried out in accordance with internationally acceptable standards, the GoKPK does not guarantee its contents or conclusions Bidders should examine, evaluate and form their own conclusions on any or all aspects of the Feasibility Study, and make any additional investigations at their own cost.
- c. Prior to the issue of the (LOS), the Successful Bidder shall pay the Feasibility Cost to GoKPK in total in the form of a bank draft (no cash) draw upon a bank in Pakistan.
- d. In its Bid, the Bidder shall acknowledge and agree that the Feasibility Study received with the RFP is a confidential document and shall not be used for any other purpose but the preparation of the Proposal and implementation of the Project and shall not be disclosed to any other party not involved in the preparation of the Proposal and related to the implementation of the Project. Further, on behalf of other parties involved in the preparation of the Proposal, the Bidder shall commit to maintaining the confidentiality of the Feasibility Study.

4.4 The Project Company

- a. The Successful Bidder shall establish the Project Company in Pakistan in accordance with the Laws of Pakistan.
- b. The Project Company, when established, shall assume all the rights and obligations of the Successful Bidder, including but not limited to those in relation to the Letter of Support (LOS) and the Performance Guarantee.

4.5 Project Agreements

- a. The Project Company shall enter into the Implementation Agreement ("IA"), the Power Purchase Agreement (PPA) with the GoKPK and with Power Purchaser within six (6) months from the date of issue of the LOS. Power Purchaser shall act as the sole purchaser of the capacity and energy from the Plant. The GoKPK shall guarantee the payment obligations of Power Purchaser under the PPA, if it is a provincial public sector entity. In case the Power Purchaser is a

federal public sector entity the GoKPK shall obtain the guarantee of the Federal Government.

- b. The RFP includes drafts of the Project Agreements as Appendices I and II. These Project Agreements shall be finalized between PEDO, Power Purchaser and the Successful Bidder prior to the issue of the LOS. The Project Agreements will need several attachments, as outlined in the drafts. These attachments will be prepared at the time of finalization of the drafts and shall be based upon the contents of this RFP and the Successful Bidder's proposal. Comments from the Lenders must, if any, be marked in the draft project Agreements in the Proposal and included in the exceptions as per Section D, Exhibit V. The Proposal shall also contain an acknowledgement from the Lender to the effect of foregoing in the form specified in Section D, Exhibit I, Attachment 1-4. If there are more than one Lenders, the lead Lender or arranger shall exclude the said acknowledgement on behalf of all the Lenders and produce an authorization from all the Lenders authorizing it do so.

4.6 Financing for the Project

- a. Arrangement for financing for the Project and achievement of Financial Closing by the Deadline for Financial Closing shall be the sole responsibility of the Successful Bidder or the Project Company upon its establishment. The PEDO and Power Purchaser will not be a party to any Financing Documents. The PEDO or the Power Purchaser shall not be responsible to help or assist the Successful Bidder or the Project Company in negotiations with the Lenders or any other financing institutions to arrange financing or achieve Financial Closing and other related matters such as satisfaction of conditions precedent to loan disbursements, debt servicing, etc. except as provided in the IA.
- b. Financing for the Project shall be in the form of equity and debt. At least 20% of the total financing for the Project, inclusive of all contingencies, will be in the form of equity and the remainder in debt or subordinated debt. At least 20% of the equity shall be provided by the Main Sponsor and at least 51% of the equity by the Successful Bidder on the whole.
- c. The Main Sponsor shall be required to hold at least 20% of the equity ownership in the Project, or of the Project Company, at all times until the sixth anniversary of the Commercial Operations Date (COD). The Successful Bidder collectively shall be required to hold at least 51% of the equity ownership in the Project, or of the Project Company, until the sixth anniversary of the COD.

4.7 Engineering, Procurement and Construction

- a. The Bidder is free to propose the power generation technology and to design the Plant as the Bidder deems appropriate as long as the design conditions of

the RFP are complied with. The Bidder shall utilize good engineering practices in preparing the design of the Plant. Proposed plant and equipment shall be newly manufactured by reputable manufacturers with sufficient operating experience with regard to the particular units proposed.

- b. The Bidder is required to identify, and provide information on, the Construction Contractor in its Proposal in the form prescribed in Section D, Exhibit V of this RFP. The Construction Contractor, together with its designated sub-contractors, if relevant, must have proven experience in the engineering, procurement and construction of power plants of similar size and technology as the proposed Plant.
- c. The PEDO and Power Purchaser shall have access to the manufacturing and construction works on pre-arranged visits to satisfy themselves regarding the quality and anticipated performance of the Plant.

4.8 Operation and Maintenance

- a. The Bidder is required to identify, and provide information on, the O&M Contractor in its Proposal in the form prescribed in Section D, Exhibit V of this RFP. The O&M Contractor may be the Bidder (or a member of the Bidder's consortium) or a third party.
- b. The O&M Contractor, together with its designated sub-contractors, if relevant, must have proven experience in the operation and maintenance of power plants of similar size and technology as the proposed Plant.

4.9 Continuing Obligations of the Successful Bidder

- a. The appointment of a Contractor shall not relieve the Successful Bidder or the Project Company from its obligations under the Project Agreements.
- b. None of the provisions of the IA, PPA nor the provisions of any contracts to be executed between the Successful Bidder (or the Project Company) and any of its Contractors shall be deemed to create any contractual relationship between the GOKPK, PEDO and Power Purchaser and any such Contractor.

4.10 Despatch of the Plant

- a. The Plant shall be under the dispatch authority of the NTDC or any other agency proposed by PEDO.
- b. The NTDC shall dispatch all plants or generating units connected to the Grid System in accordance with the criteria for the most economic dispatch (without any bias). The economic despatch criteria or merit order will be based on the

marginal cost of generation, transmission losses, system stability and reliability, and other economic considerations. Because of their very low variable or marginal cost, hydel plants are likely to be dispatched with the highest priority.

- c. The despatch of the Plant is to be regulated by the provisions of the PPA and any future Grid Code established by NTDC with the approval of NEPRA. [Despatch instructions to the Plant will require desired levels of active power outputs for the whole Plant. The Project Company will be responsible for determining how to distribute this output among its Units.]
- d. The Bidder shall ensure that the Plant is fully despatchable within the Technical Limits of the Plant [Units of the Plant] Maintenance Outages and Scheduled Outages shall be developed and agreed in advance by the Project Company and the power purchaser.
- e. The Project Company shall assist, within the Technical Limits of the Plant, in mitigating the impact of emergencies at other plants.

5. LOGISTICS, INDIGENOUS RESOURCES AND LABOUR INFORMATION

5.1 Logistics

- a. The Project Company shall be responsible for all material and equipment shipments into Pakistan and up to the Site that need to be imported for the Plant. The Bidder shall identify and verify the sufficiency of all existing port facilities, transportation networks, and the customs requirements, immigration laws, labor laws, taxes, duties, fees, licenses and visa requirements as necessary to implement the Project subject to the terms and conditions of the Implementation Agreement (IA).
- b. Labor for construction and operation of the Plant should be available locally. The Site may be located close to several towns, therefore it may not be necessary to plan for on-site housing; however, the Bidder may provide on-site housing due to various reasons.
- c. A number of major power plant components are manufactured locally, and building materials and equipment for construction are for the most part available within Pakistan.
- d. Notwithstanding the information outlined above, the Bidders shall identify any obstacles or impediments in execution of the Project including but not limited to the adequacy of the port facilities, requirements for customs clearance, transportation to the Sites, and availability of labor (skilled and unskilled) and include the costs thereof in their Proposals.

5.2 Consents

- a. The Bidder shall investigate requirements of all Consents necessary to implement the Project. The Bidder shall assure itself of the procedures and time frames required to obtain such Consents. The draft Implementation Agreement (IA) identifies certain crucial Consents required for the Project and the roles, rights and obligations of the Project Company, the GoKPK, the PEDO and other concerned parties with respect to the Consents. It is emphasized that the burden of identifying and obtaining the Consents rests with the Bidder.
- b. Bidders must take into consideration the time required to obtain the necessary Consents in consideration of the studies that are associated with them. Bidder's project implementation schedule proposed, as per Section D, Exhibit VII of this RFP shall take these aspects into consideration.

5.3 Legal Matters

The applicable Pakistan Laws for electricity, foreign investment, work, tax and customs duties referenced below are representative and do not necessarily represent a complete or exhaustive listing Bidders shall conduct their own investigation to verify the requirements for the Project and the latest amendments to the requirements.

a. General Electricity Laws of Pakistan

- (1) The Electricity Act, 1910.
- (2) Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997.
- (3) Any revision in rules up to the signing of Agreements.

b. Foreign Exchange and Foreign Investment Laws of Pakistan

- (1) Foreign Exchange Regulation Act (VII of 1947).
- (2) Any amendments applicable at the time of signing of Agreements.

c. Company Laws of Pakistan

- (1) The Companies Ordinance, 1984.
- (2) Securities and Exchange Commission of Pakistan Act, 1997

d. Labor and Employment Laws of Pakistan

- (1) The Industrial Relations Ordinance (XXIII of 1969) as amended from time to time.

e. Tax and Customs Laws of Pakistan

- (1) The Income Tax Ordinance, 1979.
- (2) The Sales Tax Act, 1990.
- (3) The Customs Act, 1969.
- (4) Tax Law (Amendment) Ordinance, 1999.

f. Environmental Laws of Pakistan

- (1) Pakistan Environmental Protection Agency, (PEPA) Act, 1997.

5.4 Maximum Indigenization

- a. The Bidder is required to ensure maximum utilization of indigenous resources including local human resources and capabilities to engineer and manufacture plant, equipment and machinery, in accordance with the Laws of Pakistan.

- b. When the local industry and companies are qualified to supply material or perform the work requirements for the Project, the Bidders shall place a priority on subcontracting such procurement and work to local companies.
- c. Import of plant and equipment which are manufactured locally shall be subject to normal custom duties in accordance with the applicable laws. However, a specified custom duty as per Custom Laws of Pakistan shall apply to the import of plant and equipment not manufactured locally.

5.5 Labor Information

- a. Within the laws and practices prevailing in Pakistan, the successful Bidder is required to use its best effort in employing residents of KPK and Pakistani skilled and unskilled labor during the construction, operation and maintenance of the Plant.
- b. However, should the Successful Bidder need to employ non-Pakistani personnel, it may do so in accordance with the labor and immigration laws in effect in Pakistan (concerning residency permits, work permits, visas, etc.)

6. SITE UTILITIES

The Successful Bidder shall, at its own cost, arrange for, develop, and maintain utilities at the Site to execute the Project, including, but not limited to the following:

6.1 Portable Water

The Successful Bidder will arrange for its potable water needs.

6.2 Sanitary and Sewer Facilities

The Successful Bidder shall provide for adequate sanitary facilities during construction and operation of the Plant.

6.3 Telephone

Contact the Pakistan Telecommunications Company Limited (PTCL) for telephone services PTCL has contact offices and customer service centers in many cities and major towns. There are also a number of companies, which provide mobile or cellular phone services in Pakistan and can be contacted to find the availability of their coverage at the Site.

6.4 Construction Power and Back-up Power

The Successful Bidder shall provide all construction power at the Site, WAPDA through its distribution company in the area can provide back-up power to the Bidder at the current applicable electricity rates for the relevant customer class.

7. TRANSMISSION AND INTERCONNECTION FACILITIES

- 7.1 Interconnection Facilities shall include all facilities and equipment, such as telemetering equipment, transmission lines, transformers, relay and switching equipment, protective devices, safety equipment and associated equipment (but not including the Metering System or the Back-up Metering System) which must be constructed or installed on the Site on Power Purchaser's side of the Delivery Point to enable Power Purchaser to receive Net Electrical Output and Available Capacity and to deliver electricity energy, as required, in accordance with the PPA.
- 7.2 Transmission Facilities shall include all facilities and equipment, such as telemetering equipment, transmission lines, transformers, relay and switching equipment, protective devices, safety equipment and associated equipment which must be constructed or installed between the Interconnection Facilities and the Grid System to enable Power Purchaser to receive Net Electrical Output and Available Capacity and to deliver electricity energy, as required, in accordance with the PPA.
- 7.3 The Power Purchaser shall be responsible for the design, procurement, construction, installation, testing and commissioning of the Interconnection Facilities and Transmission Facilities in accordance with the terms of the PPA, and Power Purchaser shall own, operate and maintain such Interconnection Facilities and Transmission Facilities. Rights and obligations of the parties in relation to these facilities are described in detail in the PPA. The provisions of the PPA also allow the extension in the Required Commercial Operations Date and set out the compensation for the Project Company in case of delays in the completion of the Interconnection Facilities and the Transmission Facilities beyond the due date because of Power Purchaser's actions or inactions, subject to the terms and conditions of the PPA.
- 7.4 Power Purchaser shall arrange for the easements and rights-of-way across the relevant route and area necessary for its Contractors to construct, install, test and commission the Interconnection Facilities and Transmission Facilities.
- 7.5 The Interconnection Facilities and Transmission Facilities shall be constructed, tested and commissioned no later than [ninety (90)] Days prior to the Scheduled Commercial Operations Date, subject to the provisions of Schedule [7] of the PPA.

8. ENVIRONMENTAL REQUIREMENTS

- 8.1 The Project or the Project Company, as the case may, must meet all the requirements of the Pakistan Environmental Protection Agency (PEPA") Act, 1997, inter alia, relating to environmental protection, environmental impact and social soundness assessment, and all the requirements of the legislation and environmental guidelines and standards issued under or pursuant to the said Act.
- 8.2 The specific environmental standards for the Plant are contained in Section C, of this RFP. The Project Company will be required to comply with the more stringent of all relevant Pakistan's environmental legislation and local environmental guidelines, and any other relevant policies, World Bank Environmental Guidelines.
- 8.3 The Successful Bidder shall prepare and issue to the PEDO and Power Purchaser, for review and approval, the final Environmental Impact Assessment (EIA) Study for the Project prior to Financial Closing. The EIA Study, as a minimum, shall address issues pertaining to air quality, discharge water quality and quantity, and any impact on the marine life or other land based wildlife due to construction and operation of the Project along with the mitigation of such impact that the Project Company will undertake. The Bidder shall meet all requirements of the Laws of Pakistan and shall include all associated costs in the Proposal.

9. TARIFF CHARGES AND PPA PAYMENTS

9.1 Introduction

- a. The PPA establishes the terms and conditions for the sale and purchase of electricity between the Project Company and Power Purchaser. The Project Company shall sell the capacity and output of the Plant only to Power Purchaser in accordance with the PPA. Schedule [6] of the PPA will be based on the information provided in this Article 9 and the Proposal accepted by PEDO.
- b. The Bidder shall propose Tariff Charges and components thereof and provide the required details related thereof in its Proposal in the form prescribed in Section D, Exhibit II of this RFP.

9.2 Currency

- a. The Bidder shall propose Tariff Charges and components thereof in the Proposal in Rupees.
- b. All the payments under the PPA, including Tariff Charges, shall be in Rupees.

9.3 Delivery Point

The Tariff Charges proposed by the Bidder in the Proposal and set out in the PPA shall be quoted and payable at the Delivery Point.

9.4 Payment Methodology

- a. Upon the achievement of the COD by the Project Company, Power Purchase shall commence the payment of Tariff Charges to the Project Company in accordance with the PPA.
- b. The electrical energy produced by the Plant during testing prior to the COD shall be purchased by Power Purchaser on payment of only Energy Price for the energy so produced.
- c. The Tariff Charges shall be specified in the Proposal and the PPA for each Agreement Year.
- d. All payments shall be made in accordance with the terms and conditions set out in the Project Agreements.

9.5 All inclusive Tariff Charges

- a. Tariff Charges shall include all costs of the Project Company.

- b. No adjustment shall be made to the Bidder's proposed Tariff Charges for incorrect evaluation of the Project, soil or surface conditions, environmental mitigation measures, or any oversight in considering all risks associated with the Plant and the Project.
- c. No adjustment shall be made to the Tariff Charges proposed in the Proposal and set out in the PPA for variation in interest rates.
- d. Tariff Charges shall include all insurance costs, taxes, fees and custom duties.
- e. Tariff Charges shall comply with the terms and conditions contained in the Project Agreements.
- f. Failure to include any cost in Tariff Charges will be on account of Bidder.

9.6 Structure of Tariff Charges

- a. Tariff Charges shall comprise the following main parts:
 - (1) Capacity Purchase Price (CPP); and
 - (2) Energy Purchase Price (EPP)
- b. These parts of the Tariff Charges and components thereof may be adjusted as explained in Article 9.9.
- c. The CPP for a period shall be paid to the Project Company for the amount of Available Capacity for dispatch during the relevant period, irrespective of whether the Plant is dispatched or not and irrespective of the amount of electrical energy produced during the period.
- d. The EPP for a period shall be paid to the Project Company on the basis of the energy derived from average hydrology calculations.
- e. Both CPP and EPP shall be paid by Power Purchaser to the Project Company on monthly basis for the preceding month in accordance with the provisions of the PPA.

9.7 Capacity Purchase Price (CPP)

- a. The Bidder shall provide a proposed CPP for each Agreement Year.
- b. The CPP shall reflect, by way of example and not limitation, the Bidder's fixed cost of developing, constructing, financing, and operating the Plant and should provide the Bidder with sufficient cash flow to cover such items as the amortization of debt,

interest on such debt, fixed operating and maintenance costs, insurance costs, administrative costs, all applicable taxes, and a return on equity.

- c. The CPP shall be stated in Rs/kW/month.
- d. To calculate the Capacity Payment for any period "n", CPP shall be multiplied by the applicable Available Capacity (AC) and the number of months in the relevant period (N) as follows:

$$\text{Capacity Payment (in Rs)} = \text{CPP}_n \times \text{AC}_n \times N \quad (\text{Eq A-1})$$

Where

AC_n = Available Capacity in kW available in the period "n"

CPP_n = Capacity Price I Rs/kW/month for the period "n"

N = Number of months in the period "n"

- e. The CPP shall comprise of two components: Debt-related component (CPP1); and Non-debt related component (CPP2). That is:

$$\text{CCP} = \text{CPP1} + \text{CPP2} \quad (\text{EqA-2})$$

- f. The Bidder may identify the local and foreign portions of CPP1 and CPP2, which will be indexed separately as appropriate in accordance with Article 9.9.
- g. Debt Related Component of Capacity Purchase Price (CPP1)

- Debt-related component (CPP1) shall cover, and match on annual basis, all payments related to servicing of debt including the repayment of principal debt amount and interest payments.
- CPP1 can vary from one Agreement Year to another Agreement Year.
- To calculate the payment of CPP1 for any period "n", CPP1 shall be multiplied by the applicable Available Capacity (AC) and the number of months in the relevant period (N) as follows:

$$\text{CCP1 Payment (in Rs)} = \text{CPP1}_n \times \text{AC}_n \times N \quad (\text{Eq A-3})$$

Where

AC_n = Available Capacity in kW available in the period "n"

$CPP1_n =$ CPP1 in Rs/kW/month for the period "n"

$N =$ Number of months in the period "n"

h. Non-Debt Related Component of Capacity Purchase Price (CPP2)

- Non-debt related component (CPP2) shall cover return on equity and fixed O&M costs.
- Bidders shall be aware that CPP2 includes all fixed charges related to the operation and maintenance of the Plant as well as administration and management of the Project Company. Each costs include, but are not limited to:
 - Costs of salaries and labor including directors' incentives (if any), rent or lease of home office, site office, office supplies and any equipment, etc.
 - Costs of O&M Contract and/or costs of salaries of personnel to operate and maintain the Plant, tools, etc.
 - Insurance Costs.
 - Operating Taxes.
 - Financial costs of operations (other than debt serving).
- CPP2 shall be same for all Agreement Years, except for the variations due to the indexation discussed in Article 9.9.
- To calculate the payment of Cpp2 for any period "n", CPP2 shall be multiplied by the applicable Available Capacity (AC) and the number of months in the relevant period (N) as follows:

$$CCP2 \text{ Payment (in Rs)} = CPP2_n \times AC_n \times N \quad (\text{Eq A-4})$$

Where

$AC_n =$ Available Capacity in kW available in the period "n"

$CPP2_n =$ CPP2 in Rs/kW/month for the period "n"

$N =$ Number of months in the period "n"

9.8 Energy Purchase Price (EPP)

- a. The Energy Purchase Price (EPP) shall cover all variable costs incurred during the actual production of the Plant, such as WUL, O&M costs, lubricants costs, and so on.
- b. The EPP shall be the sum of Variable O&M Charge (VOMC) and Water Use License Charge (WUL) for each kWh of Net Energy Output. This is:

$$\text{EPP} = \text{VOMC} + \text{WUL} \quad (\text{EqA-5})$$

- c. The Bidder shall provide the proposed Variable O&M Charge and Water Use License Charge for each Agreement Year.
- d. Both VOMC and WUL shall be stated in Rs/kWh.
- e. Variable O&M Charge (VOMC)

- The VOMC shall reflect the Bidder's varying costs of operating the Plant. Such expenditures include consumables, maintenance, etc. Bidders shall not include items in the VOMC that are already included in the CPP.
- The VOMC shall be constant over all Agreement Years, excluding the effect of any indexation as provided in Article 9.9.
- The Bidder may identify the local and foreign portions of VOMC, which will be indexed separately as appropriate in accordance with Article 9.9.
- To calculate the total VOMC payment for any month "n", VOMC shall be multiplied by the total amount of electrical energy (Q_n) dispatched by NTDC and produced by the Plant and delivered at the Delivery Point during the relevant month as follows:

$$\text{VOMC payment (in Rs)} = \text{VOMC}_n \times Q_n \quad (\text{Eq A-6})$$

- e. Water Use License Charge (WUL)

The Bidder shall propose the WUL in its Proposal as NIL. Since as per incentives of Power Policy 2006 no water use charges will be levied.

9.9 Indexation of Tariff Charges

- a. Specific components of Tariff Charges are subject to suitable indexation. Such indexation is to be indicative of the expected fluctuations in the cost base which each component is designed to cover in order to protect the Project Company from unexpected price movements.
- b. The components of Tariff Charges which can be indexed are:
 - Local portions of CPP1 and CPP2:
Indexed to Local Index on quarterly basis.
 - Foreign portions of CPP1 and CPP2:
Indexed to Exchange Rate on quarterly basis to the extent that the Exchange Rate fluctuation is in excess of 5% during any month of the quarter.
 - Local portion of VOMC:
Indexed to Local Index on quarterly basis.
 - Foreign portion of VOMC:
Indexed to Exchange Rate on quarterly basis to the extent that the Exchange Rate fluctuation is in excess of 5% during any month of the quarter.
- c. For any payment on or prior to the COD, the indexation of relevant components or portions of Tariff Charge against Exchange Rate, Local Index and WUL Price shall be provided on the Day of payment based on: (1) the Bid Local Index, Bid Exchange Rate and Bid WUL; and (2) the Local Index, Exchange Rate and WUL on the Day preceding the Day on which payment is made or, in case of non-availability of these indices on such a Day, the latest available values of the indices.
- d. For any payment after the COD, such indexation shall be provided on quarterly basis, using (1) the Bid Local Index, Bid Exchange Rate and Bid WUL Charges; and (2) the Local Index, Exchange Rate and WUL Charges on the first Day of each January, April, July and October of each Agreement Year or, in case of non-availability of these indices on such a Day the latest available values of these indices. However, the first such indexation shall be provided on the COD for payments during the period commencing from the COD and the earliest of the first Days of January, April, July and October of the first Agreement Year.
- e. All indexation shall be in accordance with the provisions of, and formulas set out in, Schedule [6] of the draft PPA (attached as Appendix-II).

- f. No indexation or adjustment of any component of the Tariff Charges against any index or currency shall be available, other than those set out in this RFP.

9.10 Supplemental Payments

- a. In addition to the Tariff Charges, Power Purchaser shall pay the following Supplemental Payments to the Project Company:
- Start-up costs attributable to power purchaser action, as further explained below; and
 - Force Majeure related Restoration costs, as further explained below.
- b. Supplemental Payments will compensate the Project Company for additional costs of start-ups resulting from mode of dispatch by Power Purchaser. A minimum of [insert number] starts per Agreement Year for each unit of the Plant shall already be included in the Tariff Charges. Any start-up of a unit in excess of these [insert number] starts shall be compensated by Power Purchaser in the form of Supplemental Payments as per the rates and conditions set out in Schedule [6] of the PPA. Any start-up due to reasons not attributable to NCC's request shall be to the Project Company's account. Start-ups following scheduled or unscheduled maintenance, forced outages shall not be considered as part of the [insert number] start-ups stated above and will not receive any Supplemental Payment.
- c. Supplemental Payments may include any costs due to Restoration or other costs resulting from Pakistan Political Force Majeure Events under the provisions of Articles XIII of the PPA.

10. PROJECT DEVELOPMENT

- 10.1 Prior to the issue of the LOS, the Successful Bidder shall pay the Feasibility Study Cost and 'Legal Expenses' and furnish the Performance Guarantee to PEDO in accordance with Section B and finalize the draft Project Agreements in accordance with this RFP. After the issue of the LOS, PEDO shall return the Proposal Security to all the Bidders including the Successful Bidder.
- 10.2 After the issue of the LOS, the Successful Bidder shall establish the Project Company, Obtain all necessary Consents.
- 10.3 The Project Company shall sign and execute the Project Agreements within six (6) months from the date of issue of the LOS and achieve Financial Closing on or before the Deadline for Financial Closing.
- 10.4 **The Performance Guarantee** shall secure the obligations of the Successful Bidder or the Project Company to execute the Project Agreements and achieve the Financial Closing within the specified time period. Under normal circumstances, no extension in the Deadline for Financial Closing shall be granted. However, on the request of the Project-Company, a one-time extension in the Deadline for Financial Closing of up to a maximum period of six (6) months shall be granted against extending the validity period of the Performance Guarantee and increasing the Performance Guarantee amount by 100%, if the Committee is satisfied that the delays are due to factors beyond reasonable control of the Project Company and the Financial Closing can be achieved shortly.
- 10.5 The Successful Bidder or the Project Company shall have an option to terminate the LOS and all the executed Project Agreements, if any, at any time before the Deadline for Financial Closing as per the terms and conditions of the LOS. The termination option may be executed by forgoing a portion of the Performance Guarantee equal to the total amount of the Performance Guarantee multiplied by the number of months since the issuance of the LOS (rounded up to the next whole number) divided by the total number of months between the issue date of the LOS and the Deadline for Financial Closing.
- 10.6 The Performance Guarantee must always remain valid for a period not less than three (3) months in excess of the then-prevailing Deadline for Financial Closing. The Performance Guarantee shall be forfeited without any notice, demand, or other legal process if the sponsor fails to fulfill conditions stated in LOS.
- 10.7 Neither the Successful Bidder nor the Project Company shall have any claims against the GOP or any of its components, organizations or institutions, including but not limited to PEDO and Power Purchaser on any grounds whatsoever.

- 10.8 Up to the Financial Closing, the LOS shall govern the Project and supersede all documents and agreements including the Project Agreements. Thereafter, the Project Agreements shall supersede the LOS. If the LOS expires, the Project Agreements and all other agreements with any governmental entity including PEDO and Power Purchase shall automatically terminate.
- 10.9 On Financial Closing, the Project Company shall furnish the Company Letter of Credit to Power Purchaser in accordance with the draft PPA (attached as Appendix-II) securing the payment obligations of the Project Company under the PPA. PEDO shall return the Performance Guarantee to the Project Company and execute the Guarantee under the IA guaranteeing the payment obligations of Power Purchaser.
- 10.10 Power Purchaser shall construct and complete the Interconnection Facilities and Transmission Facilities as described in Article 8 and achieve the Commercial Operations Date ("COD") on or before the Required Commercial Operations Date. At COD, Power Purchaser shall furnish the Letter of Credit to the Project Company in accordance with the draft PPA (attached as Appendix II) securing the payment obligations of Power Purchaser under the PPA.
- 10.11 Delays in achieving Financial Closing by the Deadline for Financial Closing due to events beyond control of the Successful Bidder or the Project Company shall be accommodated through a day-for-day extension as per the provisions of the draft IA attached as Appendix-I and the draft PPA attached hereto as Appendix-II. Similarly, delays in achieving the COD shall incur liquidated damages as specified in the draft PPA (attached as Appendix-II). Delays in certain milestones due to actions or inactions of the GOP or GoKPK and Power Purchaser shall be compensated by day-for-day extension in the target date for milestone or appropriate liquidated damages or both as provided in the draft IA and draft PPA (attached as Appendix-I and Appendix-II respectively).
- 10.12 PEDO shall provide a one-window facility for implementation of the Project and will issue the LOS assist the Successful Bidder or the project Company in seeking necessary Consents from various governmental agencies carry out negotiations and administration of PPA, issue and administer the GoKPK Guarantee under the IA and follow up on implementation and monitoring of the Project.

11. PROJECT IMPLEMENTATION SCHEDULE

- 11.1 The Project Implementation Schedule for the development of the Project through Financial Closing and construction and commissioning leading to the Commercial Operation Date (COD) is provided in Table A-1 below. As applicable, consequences, penalties and liquidated damages for delays in the milestones of the Project Implementation Schedule are provided in the drafts of the IA and PPA at Appendices I and II to this RFP, respectively.
- 11.2 PEDO and Power Purchaser shall require the Successful Bidder or the Project Company to submit periodic progress reports regarding the status of contractual obligations. Consents, financial and physical progress reports and a summary table showing progress towards achievement of various milestones.
- 11.3 The Bidder's Proposal must adhere to an implementation schedule based on, among other things, the milestones of the Project Implementation Schedule. The Bidder must provide, as part of its Proposal, the schedule for implementation of the Project. The Bidder's schedule shall reflect sub-activities in a PERT-CPM network or Gantt Chart format (showing tasks, subtasks, durations, and their interdependence) to support the attainment of each of the above identified milestone dates and will include details of the construction of the Plant as outlined in Section D, Exhibit VIII.
- 11.4 Table A-2 presents for information the details of the linkage between the contractual milestones in the PPA and for illustration the dates assuming Financial Closing occurs on [date], and COD on [date].

TABLE A-1
Anticipated Project Development Schedule

Sr. #	Description	Number of Calendar Days for different Activities		
		Start	Complete	Net Days
A. Selection of the Successful Bidder				
1	Invitation to Sponsors for Registration and Collection of Prequalification Documents	-	60	60
2	Submission of Prequalification Documents	60	90	30
3	Evaluation of Prequalification Documents and Notification to Pre-qualified Bidders by PEDO	90	120	30
4	Collection of RFP/Bid Documents by the pre-qualified bidders from PEDO	120	150	30
5	Review of RFP by Bidders, submission of proposals by bidders along with bid bond and evaluation fee in favor of PEDO	150	225	75
6	Evaluation of RFP and bid documents by PEDO Evaluation of Proposals (Envelope I); Evaluation of Tariff Proposals (Envelope II); tariff determination	225	285	60

Sr. #	Description	Number of Calendar Days for different Activities		
		Start	Complete	Net Days
	by NEPRA on the request of bidders; notification to successful bidder by PEDO.			
7	Submission of Performance Guarantee by the Successful Bidder in favor of PEDO	285	315	30
8	Issuance of Letter of Support (LOS) By PEDO	315	330	15
B. Commencement of Project Development (LOS plus months)				
1	Incorporate Project Company	LOS	LOS + 3 months	
2	Sign Project Agreements	LOS	LOS + 5 months	
3	Submit Environmental Studies and Consents	LOS	LOS + 8 months	
C. Financial Closing				
1	Finalize Loans and Investment Agreements with Lenders and investors and submit to PEDO and Power Purchaser	--	LOS + 12 months	
2	Satisfaction of Conditions Precedent to Loan Disbursements and availability of Funds	--	LOS + 18 months	
3	Financial Close (FC)	--	LOS + 18 months	
4	Posting of Letter of Credits under PPA	LOS+18	LOS + 18 months	
D. Construction (FC plus X months)				
1	Equity and Loan Drawdown (at least 10% of total of each)	FC	FC + 3 months	
2	Mobilization Advance (at least 10% of Project's total cost)	FC	FC + 3 months	
3	Issue of Notice to Proceed to Contractor	FC	FC + 5 months	
4	Mobilization of Contractor	FC	FC + 4 months	
5	Completion of Intake & Headrace	30 months from the date of mobilization of contractor to the site of work.		
6	Completion of Head Race			
7	Completion of Intake of Power House			
8	Completion of Civil Works of Powerhouse			
9	Delivery of Major Equipment (i.e. turbines and generators)			
10	Erection and Installation of Plant, Equipment and Switchyard			
11	Completion of Interconnection and Transmission Facilities			
12	Commissioning/Required Commercial Operations Date			

SECTION – B

INSTRUCTIONS TO BIDDERS

PART-1: INSTRUCTIONS TO BIDDERS

GENERAL

1.0 DESCRIPTION OF THE SELECTION PROCESS

The process which shall be used by PEDO to select the Successful Bidder will be as follows. (See also Article 31 for more details).

- 1.1 PEDO has pre-qualified potential Bidders that are invited to submit Proposals in response to this Request for Proposals (RFP). Any change in the constitution of a pre-qualified consortium shall be approved by PEDO prior to the Deadline for Submission of Proposals in accordance with Section B, Article 3.
- 1.2 Envelope-I of the Proposal shall contain only the technical, commercial and financial aspects of the Bidder's Proposal. Envelope-II of the Proposal shall contain Bidder's proposed "Lease Price" as described in Section 3 of KPK Power Policy 2006.
- 1.3 Based on the Responsiveness Test described in Article 28 below PEDO will evaluate Envelopes-I of all proposals received for the Project and will evaluate Envelopes-II of Responsive proposals. Bidders found to be non-responsive will be so notified and their Proposal Securities will be returned.
- 1.4 Based on the evaluation criteria for Envelope-II contained in Article 30, PEDO will rank all Responsive Proposals and will notify all the Responsive Bidders of their rating for the Project. The three or more best ranked Bidders shall be declared as Short-listed Bidders.
- 1.5 A clarification meeting will be held with the first-ranked Short-listed Bidder to confirm, clarify, and finalize any assumptions used during the evaluation process (See Article 34-1). PEDO may, if it deems necessary, invite the second and subsequently ranked Short-listed Bidders for clarification.
- 1.6 PEDO will invite the first-ranked Short-listed Bidder to finalize the project Agreements. (See Article 34.2) in the event that the Agreements cannot be finalized, the second-ranked, Short-listed Bidder will be invited to begin negotiations and so on.
- 1.7 Upon receiving clarifications of Proposals and reaching an agreement on the draft project Agreements, the relevant Short-listed bidder will be required to furnish the Performance Guarantee and pay Legal Expenses and Feasibility Study Cost in accordance with Articles 34 and 35.

- 1.8 Once the requirements mentioned in Article 1.7 above are fulfilled, the relevant Short-listed Bidder shall, be declared as the Successful Bidder. A Letter of Support (LOS) will be issued by PEDO, at this time, to the Successful Bidder for the project.
- 1.9 Within thirty (30) Days after the issue of the LOS to the Successful Bidder, the PEDO shall return the Proposal Securities to the Successful Bidder and other Short-listed Bidders.

2.0 APPLICATION AND EVALUATION FEES

- 2.1 The Bidder shall comply with the following commercial terms for submission and evaluation of its proposal. In case of non-compliance of all or any one of these terms, a proposal shall be treated as non-responsive and shall be rejected by PEDO.
- 2.2 The Bidder shall purchase this RFP along with its attachments from PEDO on payment of USD 1500 (For Projects upto 100 MW) and USD 3000 (For Projects above 100 MW) as the case may be.
- 2.3 The Bidder shall pay the Evaluation Fee to the PEDO at the time of submission of its proposal in accordance with the slabs given in the KPK-Power Policy 2006.
- 2.4 The above payments to PEDO shall be in the form of a pay order or a bank draft payable in Pak Rupees or in US Dollars at a bank in Peshawar Pakistan.

3.0 ELIGIBLE BIDDERS

- 3.1 This RFP is open to all Bidders who have been pre-qualified by PEDO for the Project and have purchased this RFP from PEDO on payment of fee referred in Article 2.2 above.
- 3.2 Any change in the constitution of a Bidder (including addition or substitution or withdrawal of a member of the Bidder consortium) from that which has been pre-qualified by PEDO must be specifically requested in writing and approved by PEDO prior to the Deadline for Submission of Proposals. The Bidder shall provide all necessary details about the requested change including but not limited to the description and reason of change, qualifications and experience of the new member, and all such details for the new constitution of the Bidder which would have been required if such constitution of the Bidder would have been proposed in response to the PEDO's earlier request for statement of qualifications PEDO shall review the requested change in the constitution of a Bidder based on the same criteria as used for prequalification of the original constitution and decide accordingly. PEDO may, at its sole discretion, approve or refuse the requested change in the constitution even if such constitution satisfies or does not satisfy the prequalification criteria, without assigning any reason. Further, PEDO, at its sole discretion, may approve the requested change in the constitution of the Bidder subject to certain conditions. PEDO's decision shall be final and binding.

- 3.3 The Main Sponsor must not own more than 25% of the total electricity generation capacity in Pakistan at the time of submission of Proposal to PEDO.

4.0 LEGAL FORM OF BIDDER

- 4.1 The Bidder, and if a consortium, each consortium member of the Bidder, shall be a business organization duly organized, existing and registered and in good standing under the laws of its country of domicile. No Bidder consortium shall include a member, which is a member of another Bidder consortium responding to this RFP.

- 4.2 The Bidder must furnish evidence of its legal structure as a single company or as a consortium including, without limitation, information with respect to:

- The legal relationship among the consortium members; and
- The role and responsibility of each consortium member.

- 4.3 A draft of the joint venture or consortium agreement, be submitted with the Proposal.

- 4.4 The consortium Bidder must nominate a member of the consortium as the Lead Bidder (which will also be the Main Sponsor), which will be authorized to act and receive instructions on behalf of all the consortium members. Section A, Article 4.6.c describes the requirements of equity commitment of the Main Sponsor and other members of the Bidder consortium.

5.0 ONE PROPOSAL PER BIDDER

- 5.1 Each Bidder shall submit only one Proposal either by itself, or as a member of a Bidder consortium. A Bidder who submits or participates in more than one Proposal shall be disqualified and all the Proposals submitted by such Bidder shall be considered non-responsive.

- 5.2 For the avoidance of doubt, however, same Contractor(s) may participate in more than one Proposal.

6.0 RESPONSIBILITIES OF THE BIDDERS

- 6.1 The Bidders are responsible for conducting their own investigations to verify Project related data and gathering additional information deemed necessary by the Bidders.

- 6.2 Bidder is expected to examine carefully all information, instructions, conditions, attachments, forms, terms, specifications, and drawings in the RFP and all Addenda and is responsible for informing itself with respect to all conditions which might in any way affect the cost or the performance of the Project. Failure to do so, and failure to

comply with the requirements of Proposal submission, will be at Bidder's own risk, and no relief will be given for errors or omissions by Bidder.

- 6.3 The Bidder is requested to examine carefully the documents comprising the Appendices to this RFP including draft Project Agreements as these provide detailed information necessary for understanding the terms and conditions of the transaction and the concessions offered by the GoKPK, and for preparing a Responsive Proposal. The PEDO does not warrant the accuracy or completeness of the information presented herein, nor makes any representation or warranty that the information presented herein constitutes all the information necessary to prepare the Proposal or develop the Project. Each Bidder accepts full responsibility for conducting an independent analysis of the feasibility of the Project and for gathering and presenting all necessary information. The Bidder assumes all risks associated with the Project, and no adjustments will be made based on the Bidder's interpretation of the information provided herein.

7.0 LAWS AND REGULATIONS

- 7.1 The Bidder shall all times comply with the laws and regulations in force in Pakistan. All the draft Project Agreements (attached to this RFP) to be entered into are governed by and construed in accordance with the Laws of Pakistan.
- 7.2 The Bidders should be aware that NEPRA's role in relation to the Project, inter-alia, will be to issue license for the Project Company and to regulate its operations according to NEPRA rules, regulations and procedures. The Bidder, the Successful Bidder or the Project Company shall be required to comply with all NEPRA's rules, regulations and procedures, inter-alia, for grant of license before the Project Agreements are concluded for the Project.

8.0 COST OF BIDDING

The Bidders shall bear all costs associated with the preparation and submission of their Proposals and the finalization and execution of the agreements comprising the Project Agreements, including travel to Pakistan and Site visits and gathering of information and other investigation, review and analyses. The PEDO shall under no circumstance be responsible or liable for such costs, regardless of, without limitation, the conduct or outcome of the bidding or evaluation process, or subsequent finance-ability of the Project, except as provided by the draft Project Agreements attached to this RFP.

9.0 SITE VISIT

- 9.1 The Bidder is advised to visit and examine the site and the surrounding areas and obtain or verify all information it deems necessary for the preparation of the Proposal.

- 9.2 The Bidder shall submit a written request to PEDO at least ten (10) Days in advance of such Site inspection. PEDO will grant Bidder or its agents written permission to visit the Site or, if necessary, to enter into certain premises for such purpose. Bidder or its agents will only be granted permission on the express condition that Bidder agrees to follow all instructions of PEDO and to release and indemnify PEDO and its agents from and against all liability in respect thereof and to be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission, would not have arisen.
- 9.3 Failure to investigate the Site or subsurface conditions fully shall not be grounds for Bidder subsequently to after its Bid nor shall it relieve the Bidder from any responsibility for appropriately estimating the difficulty or costs of successfully completing the Project. Furthermore, the Lease Price shall not become adjustable due to any such reason during finalization of Project Agreements or subsequently during the implementation of the Project. However, for the adjustment in Tariff, the Bidder may approach to NEPRA, if allowed so by NEPRA.
- 9.4 PEDO and Power Purchaser may plan and arrange a combined Site visit for all the interested Bidders. PEDO shall inform all the Bidders of details of such Site visit at least ten (10) Days prior to the visit Maximum of up to three (3) representatives of each Bidder shall be allowed. Representatives of PEDO and Power Purchaser shall accompany the Bidders, if necessary, to brief the Bidders about the Site and facilitate the Site visit.

PART – II REQUEST FOR PROPOSALS

10.0 CLARIFICATIONS AND AMENDMENTS

10.1 Clarifications

- a. Any Bidder requiring any clarification of this RFP must notify PEDO in writing at the addresses set forth in Section B, Article 22.2 below. PEDO will respond in writing to any request for clarification, which it receives not later than twenty five (25) Days before the Deadline for Submission of Proposals.
- b. PEDO will endeavor to respond to requests for additional information or clarification within fifteen (15) Days from the receipt of such a request.
- c. In the interest of fairness, PEDO shall make all clarifications available in the form of a circular letter or an Addendum to all Bidders.

10.2 Amendments

- a. At any time but no later than ten (10) Days prior to the Deadline for Submission of proposals, PEDO may issue Addenda in writing to all Bidders, which may delete, modify, or extend any part of this RFP. All Addenda issued by PEDO shall be part of this RFP.
- b. The receipt of an Addendum by Bidder shall be acknowledged promptly in writing with specific reference to the title and date of issuance of the relevant Addendum, and so noted in the Bidder's proposal.
- c. The Bidder's late receipt of any Addendum or failure to acknowledge the receipt of any Addendum shall not relieve the Bidder of being bound by such Addendum.

10.3 Non-binding Representation or Explanation

- a. Unless the clarification or amendment to this RFP is in the formal manner described in Articles 10.1 and 10.2 above, no representation or explanation to Bidders shall be considered valid or binding on PEDO as to the meaning of this RFP or as to the Project.
- b. The Bidders are cautioned that no employee of the GoKPK, PEDO, WAPDA or their consultants or agents is authorized to explain or interpret this RFP, and that any interpretation or explanation, if not given in writing by PEDO, must not be relied upon.

10.4 **Extension in Deadline for Submission of Proposals**

In order to afford Bidders reasonable time in which to take a clarification or amendment into account in preparing their Proposals. PEDO may, at its discretion, extend the Deadline for Submission of Proposals, in accordance with Article 22 below.

PART – III PREPARATION OF PROPOSAL

11.0 COMPLIANCE WITH INSTRUCTIONS

- 11.1 The objective of this RFP is to establish a single format to be followed by all Bidders submitting Proposals and thereby to ensure a uniform and impartial evaluation and ranking of each Proposal. This RFP also provides technical background for the Project and sets forth the guidelines according to which the Proposals shall be prepared.
- 11.2 The Bidder shall submit its Proposal in strict accordance with the requirements of this RFP and shall complete all data sheets and data forms and provide all information required. Additional or supplementary information, data, descriptions and explanations for clarification of the Proposal are desirable and shall be considered in their applicable context.
- 11.3 The Bidder shall quote its proposed Tariff Charges and parts and components thereof in the manner specified in this RFP and shall provide all the detail required by this RFP and necessary for the evaluation and verification of such charges.
- 11.4 Any deviation from the requirements or instructions of this RFP or modifications to the draft Project Agreements shall be clearly indicated and explained by the Bidder. Deviations and modifications are discouraged and PEDO reserves the right to reject any Proposal as non-responsive at its sole discretion.

12.0 LANGUAGE OF PROPOSAL

- 12.1 The Proposal and all related correspondence and documents shall be written in the English language.
- 12.2 Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided these are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials which are not translated may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

13.0 PROPOSAL STRUCTURE AND CONTENT

- 13.1 The Proposal to be prepared by Bidder shall be submitted in two envelopes/Envelope-I and Envelope-II. In Envelope-I, all of the technical, commercial and financial/ aspects will be submitted. Envelope-II shall contain the Bidders proposed "Lease Price" in accordance with the KPK-Power Policy 2006 (Refer to Section-3 of KPK-Power Policy 2006). 'The Envelopes-I of the Responsive Proposals only shall be evaluated.' The contents of each Envelope of the Proposal are set out in Articles 13.2 and 13.3 below. The formats to be used to prepare and complete these Envelopes are provided in

Section D of this RFP. (See also Article 22.5 below for instructions on the contents of each Volume for "Envelope-I" and "Envelope-II").

13.2 **Proposal – Contents of Envelope-I**

The Envelope-I of the Proposals must contain the following items in the form or format of Exhibit mentioned against each item:

- Proposal Letter Section D, Exhibit-I
- List of Attachments to Proposal Section D, Exhibit-I, Attachment-1-1
Letter
- Power(s) of Attorney Section D, Exhibit-I, Attachment 1-2
- Proposal Security Section D, Exhibit-I, Attachment 1-3
- Lender Acknowledgement Letter Section D, Exhibit-I, Attachment 1-4
- Proposal Summary Information Section D, Exhibit-I, Attachment 1-5
- Proposed Tariff Charges Section D, Exhibit-II
- Financial Data in Support of Project Section D, Exhibit-III
- Technical Data Section D, Exhibit-IV
- Bidder and Contractors Information Section D, Exhibit-V
- Exceptions to RFP Documents Section D, Exhibit-VI
- Bidder's Project Schedule Section D, Exhibit-VII
- Bidder's Staffing Plan Section D, Exhibit-VIII

13.3 **Proposal – Contents of Envelope-II**

The Envelope-II of the Proposals must contain the following in the form or format of Exhibit mentioned against thereto:

- Proposed Tariff Charges Section D, Exhibit-II
and Levelized Tariff Charge

13.4 Additional Instructions on Proposal Preparation

- a. The Bidder must submit a substantially responsive Proposal, one which conforms to all the terms, conditions, and specifications of this RFP without material deviation or reservation, as described in Articles 28 and 29 below. Failure to comply with this instruction may result in disqualification of the Bidder.
- b. The Bidder shall submit its proposed technical design in response to meet the requirements set forth in Section C. The critical elements of the technical specifications which must be adhered to in the Bidder's proposal are as follows:
 - Net plant output of approximately _____ MW to _____ MW at Reference Site Conditions.
 - Switchyard to be modified and expanded as required
 - Plant Factor of 40% or more
 - Plant must be able to operate in parallel with other generating sources. Study of the electrical system shall be performed by the Project Company to assure such compatibility.
 - High voltage must be 132 kV for connection to nearest 132 kV grid station.
 - A communication system to be compatible with WAPDA's system.
 - Fault levels as stated in the technical specifications.
 - Interconnection to Grid System must be complied with as per the technical requirements and the study to be performed by the Project Company.
 - Plant must fit within the site boundaries and must include the full scope of work regarding support facilities.
- c. The Bidder shall submit a Proposal, which meets the codes and standards for design, workmanship, materials and equipment as stated in the Plant Functional Specifications. The Bidder may propose codes and standards from other standard international organizations provided it demonstrates to the satisfaction of PEDO and NEPRA that these codes and standards meet or exceed the requirements of the designated codes and standards in the Plant

Functional Specifications, Section C. Bidder shall submit all the technical data requested in Section D, Exhibit-IV.

- d. The Bidder must prepare the Proposal by filling in all blank spaces and submitting documents required by Section D. No changes shall be made in phraseology, and items shall not be added, unless specifically requested. Exceptions are to be listed in Section D, Exhibit-VI as specifically provided for this purpose and the draft Project Agreement are to be attached to the Proposal (as required by the said Exhibit) clearly showing the Bidder's and Lenders' comments, exceptions or required changes to the Project Agreements.
- e. A Proposal that is illegible or that contains omissions, erasures, alterations, additions, not called for, or irregularities may be rejected, except for those necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Proposal.

14.0 PLANT SIZING

The RFP requires Installed Capacity to be _____, as described in the Plant Functional Specifications, Section C. Bidders may offer any Contract Capacity with variation after reviewing the feasibility study.

15.0 TARIFF CHARGES AND ACCEPTABILITY

15.1 Tariff Charges

- a. Tariff Charges to be paid by Power Purchaser to the Project Company for the purchase of electricity from the Plant under the PPA shall comprise the following components:
 - (1) Capacity Purchase Price (CPP) in Rs/kW/month comprising:
 - (i) Debt-related Capacity Purchase Price (CPP1), covering debt servicing for the Project; and
 - (ii) Non-debt related Capacity Purchase Price (CPP2), covering return on equity and fixed O&M costs related to the Project.and
 - (2) Energy Purchase Price (EPP) in Rs/kWh comprising:
 - (i) Variable O&M Charge (VOMC), covering variable O&M costs for the Project; and

- b. Each of the components of CPP and EPP can have local and foreign portions.
- c. Specific components of Tariff Charges shall be indexed against Exchange Rate and Local Index as described in Section A, Article 9.9.

16.0 PROPOSAL LETTER

The Proposal letter, included as Section D, Exhibit-I, shall be completed by the Bidder without any exception or alteration. The Proposal Letter must be signed by authorized representatives of the Bidder in accordance with Article 21 below.


17.0 PROPOSAL VALIDITY

- 17.1 The Proposal shall remain valid and open for acceptance by the PEDO for a period of at least one hundred eighty (180) Days from the Deadline for Submission of Proposals (the "Proposal Validity Period"). The Proposal Validity Period shall be specified by the Bidder in its Proposal Letter. Any Proposal stated to be valid for a shorter period than the Proposal Validity Period shall be rejected by PEDO as non-responsive.
- 17.2 Prior to expiration of the original Proposal Validity Period, the PEDO may request the Bidders for an extension in the Proposal Validity Period for a specified additional period. Both the request for an extension in the Proposal Validity Period and the response thereto shall be made in writing. A Bidder may refuse to agree to the request for extension of the Proposal Validity Period without forfeiting its Proposal Security. If Bidder agreeing to the request for extension of the Proposal Validity Period shall not be required nor permitted to modify its Proposal and will be required to extend the validity of its Proposal Security accordingly and in compliance with Article 18 below in all respects. The provisions of Article 18 below, regarding release and forfeiture of Proposal Security shall continue to apply during the extended Proposal Validity Period.

18.0 PROPOSAL SECURITY

- 18.1 The Bidder shall furnish, as part of its Proposal, a Proposal Security in the aggregate amount of USD 500 (Five hundred US Dollars) per MW of the Bidder's proposed Contracted Available Capacity.
- 18.2 The Proposal Security shall be an irrevocable and unconditional bank guarantee from a recognized bank domiciled or licensed to conduct business in Pakistan and acceptable to PEDO. The Proposal Security shall be in the form, contained in Section D, Exhibit-I, Attachment 1-3. The proposal Security shall be valid for a period of at least ninety (90) Days after the Proposal Validity Period. In case the Bidder agrees to the PEDO's request for extension of the Proposal Validity Period in accordance with

Article 17 above, the Proposal Security shall remain valid for a period of at least (90) after the extended Proposal Validity Period.

- 18.3 It is advisable for Bidders to check with PEDO well in advance of the Deadline for Submission of Proposals as to the acceptability of the proposed issuing bank of Proposal Security.
- 18.4 Any Proposal not accompanied by an acceptable Proposal Security shall be rejected by PEDO as non-responsive. The Proposal Security of a Bidder comprising of a joint venture/consortium must be in the name of the Lead Bidder submitting the Proposal.
- 18.5 The Proposal Security of a Bidder shall be forfeited without any notice, demand, or other legal process if any of these conditions occur:
- a. the Bidder withdraws its Proposal during Proposal Validity Period (including any extension in accordance with Article 17 above, except as provided in Article 24 below; or
 - b. the Bidder does not accept the correction of its Proposal, pursuant to Article 29 below; or
 - c. in the case of the Successful Bidder, it fails within the specified time limits to:
 - i. furnish the required Performance Guarantee in accordance with Article 35; or
 - ii. finalize the Project Agreements in accordance with Article 34 and 35.
- 18.6 The Proposal Security shall be returned to the unwilling Bidders if they withdraw their Proposals before the Deadline for Submission of Proposals in accordance with Article 24.
- If any Bidder's Proposal is determined to be non-responsive to the requirements of this RFP, the Proposal Security will also be returned to such bidder.
- 18.7 **Envelope-II** of all Responsive Proposals will be evaluated and ranked and the Proposal Validity Period of the Proposals of Short-listed Bidders will be extended, if necessary, pursuant to Article 34. The Proposal Security of all Short-listed Bidders shall remain valid until the issue of the 3 LOS to the Successful Bidder. The Proposal Security of all the Short-listed Bidders including the Successful Bidder shall be returned upon the issuance of the LOS to the Successful Bidder in accordance with Article 35 below.
- 19.0 **ALTERNATE PROPOSAL**
Alternate Proposal shall not be accepted.
- 

20.0 PRE-BIND MEETING

- 20.1 The Bidder or its official representative is advised to attend a Pre-Bid Meeting which will be held approximately forty (40) Days prior to the Deadline for Submission of Proposals. PEDO will notify the Bidders by a separate letter of the date, time and location of the Pre-Bid Meeting.
- 20.2 The purpose of the Pre-Bid Meeting will be to answer any questions the Bidders may have concerning this RFP and the selection process as well as to enable the Bidders to hear the answers to questions raised by others Bidders. This open forum is designed to ensure that all Bidders have access to the same information.
- 20.3 Bidders are therefore requested to submit any questions in writing to reach PEDO not later than thirty (30) Days before the Pre-Bid Meeting. Bidders are reminded that questions asked less than/ prior to twenty five (25) days of the Deadline for Submission of Proposals shall not be answered by PEDO (See Article 10.1 above).
- 20.4 Additional questions posed at the Pre-Bid Meeting shall be answered at that time, where possible, or referred to relevant staff from various government organizations. Minutes of the Pre-Bid Meeting will be prepared by PEDO, including answers to questions raised prior to or during the Pre-Bid Meeting. These minutes of the meeting will be supplemented with responses which cannot be answered at the time of the meeting and require additional research or input from staff not in attendance at the meeting. The minutes of the Pre-Bid Meeting shall be made available to all Bidders whether or not in attendance at the meeting.
- 20.5 Any modification of this RFP which may become necessary as a result of Pre-Bid Meeting shall be made by PEDO exclusively through the issue of an Addendum and not through minutes of the Pre-Bid Meeting.

21.0 FORMAT AND SIGNING OF PROPOSAL

Bidder shall prepare one (1) original and three (3) copies of the documents comprising the Proposal and in the form and manner described in Articles 12 above. The one original of the completed Proposal is to be clearly marked "**ORIGINAL OF PROPOSAL**", and all other completed copies are to be clearly marked "**COPY OF PROPOSAL**". In the event of any discrepancy between the original and any copy, the original shall prevail.

If the Proposal consists of more than one volume. Bidder must clearly number the volumes constituting the Proposal and provide an indexed table of contents for each volume. All documents should be securely bound.

The Proposal shall be typed or written in indelible ink. Each sheet shall be initiated by a person or persons duly authorized to sign for the Bidder and bind the Bidder to the

Proposal and any resulting agreement and contract. The Proposal Letter shall be signed by a person or persons duly authorized to bind Bidder to the Proposal and any resulting agreement and contract. All pages of the Proposal where entries or amendments have been made shall be initiated by the person or persons signing the Proposal.

If the Proposal is submitted by a Bidder which is a consortium of two or more entities as members, a duly authorized person or persons of each such consortium member shall sign the Proposal and the Proposal Letter.

The complete Proposal as outlined in Article 13, shall be without alterations, omissions, additions, interlineations, or erasures, except as necessary to accord with instructions issued by PEDO or to correct errors made by Bidder. All such corrections shall be initiated by the person or persons signing the Proposal.

Powers of attorney authorizing all persons who shall initial or sign the Proposal and the Proposal Letter shall be provided by the Bidder in its Proposal as required in Section D, Exhibit-I Attachment 1-2.

PART – IV. SUBMISSION OF PROPOSAL

22.0 PROPOSAL SUBMISSION REQUIREMENTS

22.1 One (1) original and three (3) copies of each Proposal should be submitted to PEDO in separate sealed envelopes or boxes on or before the Deadline for Submission of Proposals (see definition of this term in Section A, Article 1-21 for details about time, date and place for submission).

22.2 The envelopes or boxes containing the Proposals must be addressed to PEDO as follows:

Chief Executive Officer
Pakhtunkhwa Energy Development Organization (PEDO)
Government of KPK
38-B2 Phase-V Hayatabad
Peshawar (Pakistan)

Deadline for submission of proposals is 14 hours on PD/M/YY

22.3 Each envelope or box should be marked and labeled as follows:

- a. The envelope or box must indicate the name and address of Bidder to enable the Proposal to be returned unopened in case it is a Late Proposal or is otherwise unacceptable.
- b. The envelope or box must be labeled as **"ORIGINAL OF PROPOSAL"** or **"COPY OF PROPOSAL"** in accordance with Article 21.
- c. The envelope or box must bear the same label as on the cover envelope or box.

22.4 Below the address given in Article 22.2 above, the following must be written in bold letters:

"[Project Name]"

"DO NOT OPEN UNTIL [Time and Date of Proposal Opening Meeting]"

22.5 Each cover envelope or box must contain the following:

- a. **Envelope-I**
 - (i) **Volume-I** – Base Proposal which will contain the following information requested in Section D:

Proposal Letter

Section D, Exhibit-I

List of Attachments to Proposal Letter	Section D, Exhibit-I, Attachment I -1
Power(s) of Attorney	Section D, Exhibit-I Attachment I – 2
Proposal Security	Section D, Exhibit-I, Attachment I – 3
Lender Acknowledgement Letter	Section D, Exhibit-I, Attachment I – 4
Proposal Summary Information	Section D, Exhibit-I, Attachment I – 5
Proposed Tariff	Section D, Exhibit II
Financial Data in Support of Project	Section D, Exhibit-III
Technical Data and Submittals	Section D, Exhibit-IV
Bidder and Contractors Information	Section D, Exhibit-V
Exceptions to RFP Documents	Section D, Exhibit-VI
Bidder's Project Schedule	Section D, Exhibit-VII
Bidder's Staffing Plan	Section D, Exhibit-VIII

- (ii) **Volume-II** – Additional Information (if applicable) which will contain any additional information the Bidder wishes to provide in support of its Proposal.

b. **Envelope-II**

- (i) **Volume-I** – Base Proposal which will contain the following information requested in Section D:

Lease Price offered for the site as per Section-3 of the KPK-Power Policy 2006

- (ii) **Volume-II** – Additional Information (if applicable) which will contain any additional information the Bidder wishes to provide in support of its Proposal.

- 22.6 If the cover envelope or box is not sealed and marked as instructed above, PEDO shall assume no responsibility for the misplacement or premature opening of the proposal submitted.
- 22.7 All Proposals along with the Evaluation Fee must be received at PEDO's offices no more than the Deadline for Submission of Proposals as set out in Section A, Article I.
- 22.8 Proposal submission to PEDO at the address given in Article 22.2 above must be made by either of the following methods:
- a. By hand; or
 - b. By prepaid, registered, or certified mail or by overnight courier.
- 22.9 Proposal submitted by facsimile, electronic mail, telex, telegram shall not be accepted.
- 22.10 Proposals submitted by the Bidder to PEDO (except for Late Proposals) shall become property of PEDO and shall not be returned to the Bidder under any circumstances.
- 22.11 PEDO may, at its discretion, extend the Deadline for Submission of Proposals by issuing an Addendum in accordance with Article 10 above.

23.0 LATE PROPOSALS

- 231 Any Proposal received after the Deadline for Submission of Proposals (a "Late Proposal") shall be rejected and shall be returned unopened to the Bidder.
- 23.2 A Late Proposal shall not be considered under any circumstances, including circumstances beyond the Bidders control.
- 23.3 It is the sole responsibility of the Bidder to comply with the requirements regarding submission of Proposals as set out in Articles 22.6 and 22.7 above.

24.0 MODIFICATIONS AND WITHDRAWAL OF PROPOSAL

- 24.1 Bidder may modify or withdraw its Proposal after Proposal has been submitted to PEDO, provided that the modification or notice of withdrawal is received in writing by PEDO at least 48 hours prior to Deadline for Submission of Proposals.
- 24.2 Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Article 22 for the submission of Proposals with envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 24.3 No Proposal may, under any circumstances, be modified or withdrawn after the Deadline for Submission of Proposals.

24.4 Withdrawal of a Proposal at any time, under any circumstance, during the period between the Deadline for Submission of Proposals and the expiration of the Proposal Validity Period specified by Bidder in the Proposal Letter will result in the forfeiture of the Proposal Security pursuant to Article 18.

PART – V PROPOSAL OPENING AND EVALUATION

25.0 PROPOSAL OPENING

- 25.1 PEDO will open the Envelope-I and Envelope-II of Proposals, including notices of withdrawals and modifications made pursuant to Article 24, in an open session at 1600 hours on DD/MM/YYYY, at PEDO's office at the address set out in Article 22 the presence of Bidders' designated representatives who chose to attend. The Bidders' representatives who are present shall sign a register as evidence of their attendance. A maximum of three (3) representatives of each Bidder shall be allowed to attend.
- 25.2 Envelopes marked **"WITHDRAWAL"** shall be opened first at the Proposal Opening and the name of the Bidder shall be read out. Proposals, for which a notice of withdrawal has been submitted pursuant to Article 24 above, shall not be opened.
- 25.3 At the Proposal Opening, PEDO shall examine Proposals to determine whether the requisite Proposal Securities and Evaluation Fee have been furnished and whether the documents have been properly signed. A representative of PEDO will then read out the information provided in the Section D, Exhibit-I, Attachment 1-5, "Proposal Summary Information" attached to the Proposal Letter of each Proposal.
- 25.4 No Proposal shall be rejected at Proposal Opening except for the Late proposals pursuant to Article 23.
- 25.5 Proposals not opened and read out at the Proposal Opening shall not be considered further for evaluation, irrespective of the circumstances.
- 25.6 PEDO shall not return the original or copies of the Proposal submitted by any Bidder (except for the Late Proposals pursuant to Article 23).

26.0 CONFIDENTIALITY

- 26.1 All Proposals received by PEDO shall remain sealed in PEDO's possession until the proposal Opening. Except as may be required by law or by a court or governmental agency of appropriate jurisdiction, no information contained in or relating to the Proposal (other than, as described in Article 25 above, the Proposal Summary Information attached to the Proposal Letter) shall be disclosed to any Bidder or other persons not officially involved in the process of examination and evaluation of Proposals.
- 26.2 After the Proposal Opening, information relating to the examination, clarification, determination of responsiveness, evaluation, and comparison of Proposals and recommendations concerning the award of the Project or selection of Short-listed Bidders or, the Successful Bidder shall not be disclosed to Bidders or other persons

not officially concerned with such process, until the selection of the Short-listed Bidders or Successful Bidder, as the case may be has been announced by PEDO.

26.3 Any effort by a Bidder to influence the GoKPK, PEDO or their consultants in the process of examination, clarification, determination of responsiveness, evaluation and comparison of Proposals, and in decisions concerning selection of the Successful Bidder, may result in the rejection of such Bidder's Proposal and forfeiture of the Proposal Security.

26.4 PEDO will return neither the original nor the copies of any Proposal submitted by a Bidder (except for Late Proposals pursuant to Article 23 above).

27.0 CLARIFICATION OF PROPOSALS

27.1 During the examination, determination of responsiveness evaluation and comparison of Proposals. PEDO may at its discretion, request the Bidders for additional information, clarification and verifications with respect to any item contained in their Proposals. PEDO such request and the Bidders' responses thereto shall be in writing and no change in the Tariff Charges or substance of the Proposal should be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by PEDO in the evaluation of the Proposals in accordance with Article 30.

27.2 The Bidder is required to respond to PEDO's request for additional information, clarification or verification within ten (10) Days after the request has been made.

27.3 To assist in the examination, determination of responsiveness evaluation and comparison of Proposals. PEDO may also require the Bidder to attend clarification meetings to be held at PEDO's offices.

27.4 The Bidder shall be responsible for all costs associated with the submission of information additionally request and with its preparation for and attendance of clarification meetings.

28.0 DETERMINATION OF RESPONSIVENESS

28.1 Prior to the detailed evaluation of Proposals, PEDO will determine whether each Proposal is "substantially responsive" to the requirements of this RFP based on a review of information provided in Envelope-I of the Bidder's Proposal in accordance with the Responsiveness Test as contained in Attachment B-1 of this Section B (the "Responsive Proposal").

28.2 A substantially responsive Proposal or a Responsive Proposal is one which conforms to all the terms, conditions, and specifications of this RFP without "material deviation or reservation".

28.3 A material deviation or reservation is one:

a. which:

- i. affects in any substantial way the scope, quality, or performance of the Project or
- ii. which limits in a substantial way, inconsistent with this RFP, the GOP's, GoKPK's, PEDO's, PPIB's, WAPDA's or any other party's rights or the Bidder's or the Project Company's obligations under the Project Agreement and

b. the rectification or acceptance of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting "substantially responsive" Proposals.

28.4 If a Proposal is not substantially responsive to the requirements of this RFP (i.e. a non-Responsive Proposal), it will be rejected by PEDO. Such determination is solely at the PEDO's discretion.

28.5 PEDO may waive any minor non-conformity or irregularity in a Proposal which does not constitute a material deviation or reservation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 CORRECTION OF ERRORS

29.1 Proposals determined to be Responsive Proposals shall be checked for any arithmetic errors in computation and summation. Errors shall be corrected by PEDO such that if there is a discrepancy between amounts in figures and in words, the amount in words will govern.

29.2 The amounts stated in the Proposal will be adjusted by PEDO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. The Bidder will be informed in writing of any arithmetical adjustments made. If the Bidder does not accept the corrected amount of the Proposals, its Proposal shall be rejected and its Proposal Security may be forfeited in accordance with Article 18.

30.0 EVALUATION AND COMPARISON OF PROPOSALS

30.1 PEDO shall evaluate and rank Envelope-II of only Responsive Proposals as determined in accordance with Article 28.

30.2 Based on the Tariff Charges proposed by Bidders in Section D, Exhibit-II in conformance with Section A, Article 10 and Section B, Article 15 and other requirements of the RFP, the Levelized Tariff Charge shall be calculated for each

Proposal in accordance with Article 15 as further clarified with the example in Attachment B-2 to this Section B.

- 30.3 The sole evaluation criterion for ranking of Responsive Proposals shall be Lease Price offered to PEDO, after having made corrections of arithmetical adjustments and studied the clarifications provided by the Bidders, will evaluate the responsive Envelope-II Proposals and rank them from the highest lease price to lower lease price in accordance with the KPK-Power Policy 2006. The highest ranked offer supported by the required financial data shall be deemed the best or the first-ranked Bidder.

PART – VI SELECTION

31.0 SELECTION PROCESS

Bidders are advised that the following cycle of events has been established by PEDO for the two-envelope selection of the Successful Bidder and for the implementation of the Project.

31.1 Invitation, Pre-Bid Meeting and Proposal Submission

- PEDO issues the Letter of Invitation to Bidders for submission of Proposals in response to the RFP.
- PEDO conducts a Pre-Bid Meeting, responds to Bidder's clarifications and issues RFP Addenda, if necessary.
- Bidders submit Proposals (Envelope-I) and Proposal Security and Evaluation Fee to PEDO.

31.2 Proposal Opening and Responsiveness Test

- PEDO conducts the Proposal Opening meeting and opens the Proposals (Envelopes-I).
- PEDO evaluates technical, commercial and financial aspects of Proposals (Envelope-I), requests additional information, clarification and verification from Bidders on their Proposals and identifies the Responsive Bidders.
- PEDO notifies Responsive Bidders and non-responsive Bidders of their status and returns the Proposal Securities to non-Responsive Bidders.
- PEDO sends all Responsive Proposals [in accordance with the Responsiveness Tests Attachment B-1], if not sent earlier, to NEPRA and notifies NEPRA of the results of its Responsiveness Test.

31.3 Ranking of Proposals and Notification of Short-listed Bidders

- PEDO evaluates the Envelope-II Proposals of the Responsive Bidders.
- PEDO requests clarification to clarify inconsistencies and correction of arithmetic errors in the Envelope-II Proposals only.

- PEDO completes evaluation of Envelope-II Proposals and ranks all Responsive proposals based upon offer made for "Lease Price" as per KPK-Power Policy 2006.
- PEDO notifies all Responsive Bidders of their ranking and whether they are Short-listed Bidders or not for further processing.

31.4 Selection of Successful Bidder and Issue of LOS

- PEDO holds a clarification meeting with the first-ranked Bidder.
- PEDO invites first-ranked Bidders to finalize draft Project Agreements.
- In case the clarification meeting with the first-ranked Bidder fails or Project Agreements are not finalized with the first-ranked Bidder, PEDO shall invite the second, third and other ranked Bidders for clarification meetings and finalization of the Project Agreements.
- PEDO asks the relevant Short-listed Bidder (who has clarified Proposals and finalized the Project Agreements) to furnish the Performance Guarantee and pay Legal Expenses and Feasibility Study Cost to PEDO.
- Upon fulfilling the above requirements, the relevant Short-listed Bidder is declared as the Successful Bidder.
- PEDO issues the LOS to the Successful Bidder and return Proposal Securities to the Successful Bidder and other Short-listed Bidders.

32.0 PEDO's Right to Accept and Reject Proposals

PEDO reserves the right to accept or reject any Proposal, to waive minor informalities in Proposals received, and to cancel the bidding process and or reject all proposals at any time prior to the issue of the LOS for the Project without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for PEDO's action.

33.0 SELECTION OF SHORT-LISTED BIDDERS

- 33.1 PEDO shall issue a notification (the "Notification") to the three or more best ranked Bidders (each of those a "Short-listed Bidder") based on the ranking of their proposals informing them that they have been short-listed for further processing for the award of the Project.
- 33.2 Each of the Short-listed Bidders shall acknowledge the receipt of the Notification, in writing within five (5) Days from the date of the issuance thereof.

34.0 CLARIFICATIONS AND FINALIZATION

- 34.1 After the issue of the Notification regarding selection of Short-listed Bidders pursuant to Article 33 above. PEDO shall notify the first-ranked Short-listed Bidder that its Proposal has been accepted for clarification and finalization of proposal and Project Agreements. The first-ranked Bidder will also be advised of the date, time and place for detailed clarification meeting(s) between PEDO and such Bidder.
- 34.2 PEDO may request that all the Short-listed Bidders extend their Proposal Validity Period in accordance with Article 17 above. The second, third and other ranked Bidders shall remain on standby, ready to begin clarifications of Proposals and finalization of Project Agreements should the first-Ranked Bidder not meet the requirements of this RFP. PEDO may, at its discretion, choose to held clarification meetings simultaneously with the first, second, third and other ranked Bidders and invite them to finalize the Project Agreements.

35.0 SELECTION OF SUCCESSFUL BIDDER AND ISSUE OF LOS

- 35.1 When a Short-listed Bidder fulfills the requirements of this RFP during clarification meetings and finalizes the Project Agreements invited to do so in accordance with Section 34, the PEDO shall issue a notice to that Bidder asking it to furnish or pay as the case may be within thirty (30) Days of the date of such notice.
- a. the Performance Guarantee in the aggregate amount of USD 3000 (three thousand US Dollars) per MW of the Contract Capacity proposed by Successful Bidder in its Proposal.
 - b. the Feasibility Study Cost in accordance with Section A, Article 4.3; and
 - c. the Legal Expenses in the form of a bank draft or pay order (no cash) drawn upon a bank in Pakistan.
- 35.2 The Performance Guarantee shall be an irrevocable and unconditional direct-pay letter of credit from a recognized bank domiciled or licensed to conduct business in Pakistan and acceptable to PEDO. The Performance Guarantee shall be in the form, contained in Appendix V, entitled "Form of Performance Guarantee". The Performance Guarantee shall be valid for a period of at least twenty-two (22) months commencing from the date of issue of the Performance Guarantee and shall remain valid for at least three (3) months after the Deadline for Financial Closing.
- 35.3 The Short-listed Bidders should check with PEDO well in advance as to the acceptability of the proposed issuing bank of Performance Guarantee.
- 35.4 If the Short-listed Bidder referred to in Article 35.1 above fails to furnish the required Performance Guarantee and to pay Feasibility Study Cost and Legal Expenses in

accordance with this RFP within thirty (30) Days from the date of the notice referred thereto, the PEDO shall withdraw such notice and forfeit that Bidder's proposal Security in full pursuant to Article 18 of this RFP and ask other Short-listed Bidders to fulfill the requirements of this RFP during clarification meetings, finalize the Project Agreements and meet the requirements of Section 35.1 above. This Article 35 shall continue to apply to all Short-listed Bidders until the Successful Bidder has been selected and issued with the LOS.

35.5 When a Short-listed Bidder fulfills the requirements of this RFP during clarification meetings, finalizes the Project Agreements and meet the requirements of Article 35.1 above, the PEDO shall select that Bidder as the Successful Bidder for the Project and issue the LOS to that Bidder.

35.6 Within thirty (30) Days after the issue of the LOS to the Successful Bidder, the PEDO shall return the Proposal Securities to the Successful Bidder and other Short-listed Bidders.

ATTACHMENT B-1

RESPONSIVENESS TEST

This Attachment B-1 is the procedure to determine responsiveness of Proposals pursuant to Section B, Article 28 and will be utilized by the PEDO for that purpose. For a Proposal to be a Responsive Proposal, the answers to all the questions in the following table should be YES:

Sr. #	Responsiveness Measure	Yes	No	Remarks
1.0	Has Bidder submitted Evaluation fee (as per clause 5.1 (c) of the Policy for Hydropower Generation Projects 2006) along with complete Proposal as evidenced by submission of the following complete documents.			
1.1	Proposal Letter (Section D, Exhibit I)			
1.2	Power(s) of Attorney (Section D, Exhibit I, Attachment 1-2)			
1.3	Proposal Security (Section D, Exhibit I, Attachment 1-3)			
1.4	Lender Acknowledgement Letter (Section D, Exhibit I, Attachment 1-4)			
1.5	Proposal Summary Information (Section D, Exhibit 1, Attachment 1-5)			
1.6	Proposed Lease Price as per Section-3 of KPK Power Policy 2006			
1.7	Financial Data in Support of Project (Section D, Exhibit III)			
1.8	Technical Data (Section D, Exhibit IV)			
1.9	Bidders and Contractors Information (Section D, Exhibit V)			
1.10	Exceptions to RFP Documents (if any) (Section D, Exhibit VI)			
1.11	Bidder's Project Schedule (Section D, Exhibit VII)			
1.12	Bidder's Staffing Plan (Section D, Exhibit VIII)			
2.0	Bidder satisfies the following criteria:			
2.1	Bidder has been pre-qualified.			

Sr. #	Responsiveness Measure	Yes	No	Remarks
2.2	Bidder has purchased the RFP from PEDO.			
2.3	Bidder has paid the Evaluation Fee to PEDO			
2.4	Any change in Bidder's constitution after earlier pre-qualification has been approved by PEDO.			
2.5	The Main Sponsor has been identified in the Proposal.			
2.6	The Main Sponsor has committed to at least 20% of equity from the LOS to sixth anniversary of COD.			
2.7	The Bidder collectively has committed to at least 51% of equity from the LOS to sixth anniversary of COD.			
2.8	Members of consortia or joint ventures have executed document nominating Lead Bidder.			
3.0	Is the Proposal Security acceptable?			
3.1	Is the issuing bank acceptable to PEDO?			
3.2	Is the form issued by the Bank not materially different from Section D, Exhibit I, Attachment 1-3 of the RFP?			
3.3	Is the amount in accordance with the RFP?			
3.4	Is the validity date in accordance with the RFP			
4.0	Has financial data been submitted which verifies Plant finance ability?			
4.1	Is evidence of positive initial debt commitments provided?			
4.2	Is evidence of positive initial equity commitments provided?			
4.3	Is debt servicing schedule provided?			
4.4	Is the evidence of sufficient positive net cash flows during the Term provided?			
4.5	Are the debt service coverage ratios sufficient?			

Sr. #	Responsiveness Measure	Yes	No	Remarks
4.6	Is the debt: equity ratio acceptable?			
4.7	Does Proposal include insurance plan for the Project?			
5.0	Has technical data been submitted which demonstrates compliance with Plant Functional Specifications?			
5.1	Is the proposed installed Capacity is _____ MW \pm 10%.			
5.2	Are Preliminary designs and descriptions provided?			
5.3	Is confirmation provided that environmental standards will be met?			
5.4	Are exceptions taken (if any) acceptable?			
5.5	Is the scope complete?			
5.6	Are site interfaces properly defined?			
5.7	Is evidence provided showing that major Plant components are well proven equipment by demonstrating to PEDO's satisfaction?			
5.8	Has the Bidder stated that the Plant will be designed to provide at-least a fifty (50) year operating life and provided satisfactory details as to how this will be achieved?			
6.0	Has Bidder submitted a complete project schedule which confirms a certain Commercial Operation Date?			
7.0	Are Bidder's exceptions to the RFP (if any) acceptable (that is they do not constitute a material modification)?			
8.0	Has Bidder requested any exceptions to the draft Project Agreements which are NOT considered material in nature?			
9.0	Do the Bidder and Contractors have the required experience?			
9.1	Has Bidder proposed key personnel with acceptable experience?			

Sr. #	Responsiveness Measure	Yes	No	Remarks
9.2	Has Bidder demonstrated to PEDO's satisfaction that the proposed Construction Contractor has completed engineering, procurement and construction of at least (three (3) plants of similar type and size?			
9.3	Has Bidder demonstrated to PEDO's satisfaction that proposed O&M Contractor has carried out [three (3)] contracts for the operation and maintenance of plants of similar type and size?			

ATTACHMENT B-2

Attachment B-2

LEVELIZED TARIFF CHARGE CALCULATION EXAMPLE

This is for guidance of the Bidders for getting approval of Tariff from NEPRA.

This Attachment B-2 presents an example to show calculation of Levelized Tariff Charge (LTC) for hypothetical Proposal for consideration and approval of NEPRA. All figures used in this example are hypothetical and are used for illustration purposes and have no bearing whatsoever on this RFP or the Proposals.

Table B-2-1 below shows hypothetical Tariff Charges proposed by a hypothetical Bidder for a hypothetical Plant with a proposed Contract Capacity of 100,000 kW. All the figures in the table are expressed in constant or real Rupee terms. That is, no component of Tariff Charge has been listed by any index.

- In Table B-2-1:

CPP1 = Debt Related Component of Capacity Price

CPP2 = Non-Debt Related Component of Capacity Price

VOMC = Variable O&M Charge

WUL = Water Use License

L = Local or Rupee Component of a Charge

F = Foreign or US Dollar Component of a Charge

Mo = Month

- In Column 6, CPP in Rs/kW/Mo is simply the sum of local and foreign components of CPP1 and CPP2 as follows:

Column 6 = Col.2 + Col.3 + Col.4 + Col.5 (for each Agreement Year)

- In Col. 7 CPP in Rs/kWh is calculated from CPP in Rs/kW/Mo in Col.6 and using an annual Plant factor of 60% as follows:

Column 7 = $(\text{Col.6} \times 12) / (365 \times 24 \times 0.6)$ (for each Agreement Year)

- In Column 12, EP in Rs/kWh is calculated simply by adding up local and foreign components of VOMC and WUL as follows:

$$\text{Column 12} = \text{Col.7} + \text{Col.9} + \text{Col.10} + \text{Col.11} \quad (\text{for each Agreement Year})$$

- In Column 13, total Tariff Charge in Rs/kWh is the sum of CPP from Col.7 and EP from Col.12. That is:

$$\text{Column 13} = \text{Col.7} + \text{Col.12} \quad (\text{for each Agreement Year})$$

TABLE B-2.1

Hypothetical Tariff Charges for a Hypothetical Plant

Agreement Year	Capacity Purchase Price (CPP)						Energy Purchase Price (EPP)				Total Tariff Charge (Rs/kWh)	
	CPP1 (Rs/kW/Mo)		CPP2 (Rs/kW/Mo)		CP		VOMC (Rs/kWh)		WUL (Rs/kWh)			EP (Rs/kWh)
	L	F	L	F	(Rs/kWh)	(Rs/kWh)	L	F	L	F		
1	2	3	4	5	6	7	8	9	10	11	12	13
1												
2												
3												
4												
5												
6												
7												
8												
9												
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Table B-2.2 below shows how the Levelized Tariff Charge (LTC) for the Tariff Charges shown in Table B-2.1 is calculated in Table B-2.2:

- Total Tariff Charge (TC) in Rs/kWh in Col.2 for each Agreement Year is simply taken from the Col.13 of Table B-2.1.
- In Col.3 total Energy Output (EO) in kWh for each Agreement Year is calculated as follows, assuming an annual plant factor of 60% for the 100,000 kW hypothetical Contract Capacity:

$$\text{Col.3} = 100,000 \times 365 \times 24 \times 0.6$$

- In Col.4. Total Payment in Rs for each Agreement Year is determined by multiplying TC in Col.2 with the EO in Col.3.

$$\text{Col.4} = \text{Col.2} \times \text{Col.3}$$

- Discount Factor for each Agreement Year in Col.5 is calculated from the discount rate of 10% (or 0.1) as follows:

$$\text{Col.5} = 1/(1+0.1)^n \text{ "Where n is the number of Agreement Year.}$$

- In Col.6, the Present Value of Total Payment in Rs for each Agreement Year is calculated by multiplying Total Payment for the Agreement Year in Col.4 by the Discount Factor in Col.5:

$$\text{Col.6} = \text{Col.4} \times \text{Col.5}$$

- Similarly, in Col.7, the Present Value of Energy Output in kWh for each Agreement Year is calculated by multiplying Energy Output for the Agreement Year in Col.3 by the Discount Factor in Col.5:

$$\text{Col.7} = \text{Col.3} \times \text{Col.5}$$

- At the bottom of the table, the total Present Value of Total Payments over all the Agreement Years (i.e. PVT) is calculated as the sum of all figures in Col.6. Similarly, the total Present Value of Energy Outputs over all the Agreement Years.

- Levelized Tariff Charge (LTC) is therefore:

$$\text{LTC} = \text{PVTP} / \text{PVEO} = \quad / \quad = \quad \text{Rs/kWh}$$

TABLE B – 2.2

Calculation of Levelized Tariff Charge (LTC)

Agreement Year	Total Tariff Charges (Rs/kWh)	Energy Output (EO) (Rs/kWh)	Total Payment (TP) (Rs.)	Discount Factor	Present Value of Total Payment (Rs.)	Present Value of Energy Output (kWh)
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
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24						
25						

SECTION – C

PLANT FUNCTIONAL SPECIFICATIONS

SEE APPENDIX- IV

SECTION C

For plant functional specification please refer to Feasibility Study of the project.

SECTION - D

EXHIBIT-I

EXHIBIT-II

EXHIBIT-III

EXHIBIT-IV

EXHIBIT-V

EXHIBIT-VI

EXHIBIT-VII

EXHIBIT-VIII

EXHIBIT-1

PROPOSAL LETTER

EXHIBIT – 1

PROPOSAL LETTER

Date:

Chief Executive Officer
Pakhtunkhwa Energy Development Organization (PEDO)
38-B2 Phase-V Hayatabad
Peshawar (Pakistan)

The undersigned

Last Name: _____

First Name: _____

Title / Position: _____

Company [_____ Bidder _____] (the "Lead Bidder")

Acting as the legal representative of [_____ Bidder _____] (the "Bidder") pursuant to the [power of attorney] [powers of attorney] attached hereto as Exhibit I, Attachment 1-4, located at the following address:

Address:

Telephone:

Fax:

Email:

Hereby certify, represent, warrant and agree, on behalf of the Bidder that:

1. This Proposal Letter, along with all its attachments listed in Exhibit I, Attachment I-1 hereto, forms our Proposal and is submitted pursuant to the Request of Proposals dated [_____] issued by the Pakhtunkhwa Energy Development Organization

(PEDO), Government of the KPK (the "GoKPK") as amended, modified, supplemented or varied through [list all Addenda with title and date] issued by PEDO (the "RFP") for the development and implementation of a ____ MW to hydro power generation plant at _____, on Build, Own, Operate and Transfer ("BOOT"). All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the RFP.

2. Having examined and being fully familiar with all the provisions of the RFP (including its attachments, exhibits and appendices and all the above Addenda), receipt of which is hereby duly acknowledged, and having evaluated, following our own studies undertaken under our responsibility, the nature and scope of the contractual obligations to be executed, the financing structure, the Project Agreements and any other regulation associated to the Project or its execution, we hereby offer:

- a. to undertake the Project in compliance with all requirements of the RFP;
 - b. to provide to Power Purchaser ____ MW of Contract Capacity at the COD, to sell the electricity generated exclusively to Power Purchaser for the Term to be determined by NEPRA;
 - c. in accordance with the draft Power Purchase Agreement ("PPA") and other draft Project Agreements attached to the RFP, except as such draft PPA and other draft Project Agreements have been clearly marked in our Proposal to reflect our desired modifications thereto;
 - d. at a lease price in Rupees/kWh as described in Section-3 of KPK Power Policy 2006;
- and
- e. in accordance with the project implementation schedule enclosed in Exhibit VII hereto.

3. We hereby agree that this proposal constitutes our firm, irrevocable offer that is binding upon us and will remain valid for a period of one hundred eighty (180) Days from the Deadline for Submission of Proposals (the "Proposal Validity Period"), except as such period may be extended by us at the request of PEDO.

4. We hereby acknowledge and agree that the Feasibility Study received with the RFP is a confidential document and shall not be used for any other purpose but the preparation of this Proposal and implementation of the Project (if we were to be selected as the Successful Bidder) and shall not be disclosed to any other party not involved in the preparation of this Proposal). We hereby also, on behalf of other parties involved in the preparation of this Proposal, commit to maintaining the confidentiality of the Feasibility Study.

5. We have provided and attached hereto a Proposal Security in the form of a bank guarantee No. [] dated [] issued by [name of issuing bank] in the amount of US Dollars (state amount in words) (USD [show amount in figure]) in accordance with the form of Proposal Security provided in Section D, Exhibit I, Attachment 1-3 of the RFP.
6. We have also attached as Exhibit I, Attachment 1-5 hereto, a letter issued by [name of Lenders] (the "Lender") supporting our proposal in accordance with the form of the Lender Acknowledgement Letter provided in Section D, Exhibit I, Attachment 1-4 of the RFP.
7. We certify that (i) the information submitted as part of this Proposal is complete and accurate (ii) the Proposal has been submitted in the legal name of the Bidder [consortium whose members] [who] will be bound to this Proposal and to the development of the Project, (iii) we accept the documents, terms and conditions and disclaimers of the RFP documents.
8. We understand the criteria and process for evaluation of Proposals and selection of Successful Bidder established in Section B of the RFP and acknowledge that PEDO is not obligated to accept our Proposals and may at any time reject our Proposal at its sole discretion.
9. We commit ourselves, if we were to be selected as the Short-listed Bidders, to extend the validity of our Proposal and our Proposal Security until the issue of the LOS to the Successful Bidder.
10. We commit ourselves, if we are invited by PEDO to do so, to clarify our Proposal and finalize the draft Project Agreements and to do so in good faith, and to furnish the Performance Guarantee and pay Feasibility Study Cost and Legal Expenses as specified in the RFP in _____ (location) _____ on this _____ (date) _____.

The Lead Bidder, duly authorized to execute the Proposal for and on behalf of the Bidder [consortium]:

Authorized signature and seal

ATTACHMENT 1-1

ATTACHMENT 1-1

LIST OF ATTACHMENTS TO PROPOSAL LETTER

Attachment		Document Title	Completed And Submitted
Exhibit I	Attachment 1-2	Power(s) of Attorney	
	Attachment 1-3	Proposal Security	
	Attachment 1-4	Lender Acknowledgement Letter	
	Attachment 1-5	Proposal Summary Information	
Exhibit II		Proposed Tariff Charges and Levelized Tariff Charge (as approved or likely to be approved by NEPRA)	
Exhibit III		Financial Data in Support of Project	
Exhibit IV		Technical Data	
Exhibit V		Bidder and Contractors Information	
Exhibit VI		Exceptions to RFP Documents	
Exhibit VII		Bidder's Project Schedule	
Exhibit VIII		Bidder's Staffing Plan	
Appendices	Appendix I	Copy of draft IA with modifications	
	Appendix II	Copy of draft PPA with modifications	

In addition to the above Proposal documents and data specifically required by the RFP, we enclose the following information:

ATTACHMENT 1-2

POWER OF ATTORNEY

ATTACHMENT 1-2

POWER OF ATTORNEY

1. If the Bidder is not a consortium, it will furnish a power of attorney authorizing the person who signs the Proposal and other documents forming parts of the Proposal to sign for and on behalf of the Bidder and to bind the Bidder to the signed Proposal and document and any subsequent agreement.
2. If the Bidder is a consortium:
 - Each member of the consortium (other than the Lead Bidder) shall furnish a Power of attorney authorizing the Lead Bidder to act and receive instructions on behalf of all the consortium members and to submit the Proposal for and on their behalf.
 - Each member of the consortium (including the Lead Bidder) shall furnish a power of attorney authorizing the person who signs the proposal and other documents forming parts of the Proposal to sign for and on behalf of the Bidder (which term includes all members of consortium) and to bind the Bidder to the signed Proposal and document and any subsequent agreement).

ATTACHMENT 1-3

PROPOSAL SECURITY BANK GUARANTEE

ATTACHMENT 1-3

PROPOSAL SECURITY BANK GUARANTEE

Pakhtunkhwa Energy Development Organization
Government of KPK
38-B2 Phase-V Hayatabad
Peshawar (Pakistan)

Guarantee No. _____
Guarantee Amount _____
Guarantee Executed on _____
Expiry Date _____

Considering that our client _____ (hereinafter referred to as the "Bidder", which expression shall mean and include its successors, executors, assigns, administrators and legal representatives whether jointly or severally) is submitting to Pakhtunkhwa Energy Development Organization, Government of the KPK (hereinafter referred to as "PEDO", which expression shall mean and include its successors, executors, assigns, administrators and legal representatives whether jointly or severally) a proposal (hereinafter referred to as the "Proposal") for the development of _____ MW power plant at _____ in KPK on Build Own, Operate and Transfer (BOOT) basis (hereinafter referred to as the "Project") in response to the Request of Proposals dated [_____] issued by PEDO as amended, modified, supplemented or varied through Addenda issued by PEDO from time to time (hereinafter referred to as the "RFP").

On the request of the Bidder, we, the undersigned, responsible delegates and representatives of the [name of bank] (hereinafter referred to as the "Guarantor", which expression shall mean and include its successors, executors, assigns, administrators and legal representatives whether jointly or severally), authorized to sign and make decisions in its name declare by this guarantee (hereinafter referred as the "Proposal Security"), that the Guarantor do hereby guarantee unconditionally and irrevocably to pay PEDO up to a sum of United States Dollar [amount in words] (USD [amount in figures]) in accordance with the following:

1. Immediately upon receipt of PEDO's first written request stating either:
 - a. that the Bidder has withdrawn its Proposal during the proposal validity period specified in the RFP; or
 - b. that the Bidder has failed to accept the correction of its Proposal, in accordance with RFP; or
 - c. that the Bidder, when invited by PEDO to do so, has failed within the time limits specified in the RFP to:
 - (i) furnish the required Performance Guarantee in accordance with the RFP; or
 - (ii) finalize the Project Agreements in accordance with the RFP.

Notwithstanding any objection of the Bidder or of any other party, the Guarantor shall pay to PEDO the above mentioned amount or any other amount(s) PEDO may demand, provided that such amount(s) shall not exceed the above mentioned amount, by any method of payment which is acceptable to PEDO. The decision of PEDO as to the Bidder's default delay or failure in performance listed above shall be final and unquestionable.

2. Any payments made to PEDO on its request shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
3. The undertakings in this Proposal Security constitute direct, unconditional and irrevocable obligations of the Guarantor. The Guarantor shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever, such as changes in the terms and conditions of the RFP or extension of the proposal validity period of the RFP or changes in the scope of the Project or nature of the work required by executed or failure to perform or the carrying out of any act or procedure by PEDO or by a third party that would or could exempt or release Guarantor from its obligations and liabilities under this Proposal Security.
4. The Guarantor hereby binds itself unconditionally and irrevocably and undertakes and guarantees to pay on first written demand of PEDO, without protest or demur and without reference, notice or recourse to the Bidder or any other person, without requiring PEDO to prove or to show grounds or reasons for such demand and hereby expressly waive all rights to deny its obligations to PEDO irrespective of any dispute, difference or disagreement between the Bidder and PEDO or contestation by any other party/person.
5. This Proposal Security sets forth in full the terms of Guarantor's undertaking and this undertaking shall not be modified, amended, or amplified in any way by reference to any document, instrument or agreement referred to therein, and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement.
6. This Proposal Security shall remain valid and effective until [date]. Upon a written request from PEDO to do so on or before the date of expiration of this Proposal Security or any subsequent extension thereof pursuant to the stipulation to extend this Proposal Security, the Guarantor shall immediately extend the validity period of this Proposal Security up to the date requested by PEDO from the original date of expiration of this Proposal Security. If following such request by PEDO, the Bidder were not to comply with the necessary formalities to ensure the extension of the validity of the Proposal Security before the expiry of its validity, or if the Bidder was to be refused such extension of validity by the Guarantor, the Guarantor shall pay the amount indicated above by transferring such amount to PEDO's following bank account:

[PEDO's bank account details]

or such bank account as notified to the Guarantor by PEDO in writing, immediately without further notice from the Bidder.

Guarantor
Authorized signature-and bank seal

ATTACHMENT 1-4

LENDER'S ACKNOWLEDGEMENT LETTER

ATTACHMENT 1-4

LENDER'S ACKNOWLEDGEMENT LETTER

Date:

Chief Executive officer
Pakhtunkhwa Energy Development Organization (PEDO)
Government of KPK
38-B2 Phase-V Hayatabad
Peshawar (Pakistan)

Dear Sir,

This refers to the Request of Proposals dated [_____] issued by the Pakhtunkhwa Energy Development Organization (PEDO), Government of KPK as amended, modified, supplemented or varied through [list all Addenda with title and date issued by PEDO (the "RFP") for the development and implementation of a _____ MW hydel power generation project at _____ in KPK on a Build, Own, Operate and Transfer (BOOT). All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the RFP.

We hereby acknowledge and confirm that:

1. We have reviewed the RFP in its entirety.
2. We have also reviewed in detail with (the "Bidder") the draft Project Agreements attached as Appendices I through III to the Bidder's proposal to PEDO dated [date of Proposal] and presented the matters related to the financing of the Project to our credit committee and senior management.
3. Based on our review and credit committee process, we require no modifications to, and have no other issues with the draft Project Agreements attached to the Bidder's Proposal, except as clearly marked by the Bidder on copies of same as part of Bidder's proposal and listed in Exhibit VI (Exceptions to RFP Documents) to the Bidder's Proposal, in accordance with the requirements of the RFP.
4. Our proposed term sheet included in [Exhibit III] of the Bidder's Proposal contains in its entirety all material terms that we require to be included in the Financing Documents in the event Bidder is selected as the Successful Bidder by PEDO.

[The Lender]

Authorized Signatories

ATTACHMENT 1-5

PROPOSAL SUMMARY INFORMATION

ATTACHMENT 1-5

PROPOSAL SUMMARY INFORMATION

(This document is an integral part of the Proposal and shall be read out during the Proposal Opening).

A) Name of Lead Bidder

B) Names of Consortium Members

C) Contract Capacity Offered in MW
MW

D) Number of generating units

E) Power generation technology

F) Are there any exceptions taken to the
RFP terms and conditions, as detailed
in Exhibit VI?

YES: _____ NO: _____

G) Are there any technical exceptions taken
To the RFP, as detailed in Exhibit VI?

YES: _____ NO: _____

H) Are there any exceptions taken to draft
Project Agreements, as detailed in
Exhibit VI?

IA:

PPA:

YES: _____

NO: _____

YES: _____

NO: _____

EXHIBIT II

PROPOSED TARIFF CHARGES AND LEVELIZED TARIFF CHARGE

EXHIBIT II

PROPOSED TARIFF CHARGES AND LEVELIZED TARIFF CHARGE

1. BIDDER'S CONFIRMATION OF REQUIREMENTS OF THE RFP

The Bidder confirms that the proposed Tariff Charges inserted in the tables below, is based on the requirements of the RFP, and includes but is not limited to the following specific items:

- All costs, without exception, required to produce and deliver the specified electric energy, including but not limited to the capital cost, all fixed and variable O&M costs and return on investment, taking into consideration degradation of equipment in output and heat rate and based on the amount of electrical energy, peak load and ambient conditions defined in Section C of the RFP.
- Explanation of components of Tariff Charges provided in Section A, Article 10 and Section B, Article 15 of the RFP.
- For purposes of evaluation and calculation of Levelized Tariff Charge, the components which are to be adjusted for Local Index, Exchange Rate or WUL Charges shall remain in constant or real terms.
- Benefits enumerated in the draft project Agreements provided in the RFP.
- The terms and conditions of the draft Project Agreements provided in the RFP.
- Financial Data in Support of Project, Exhibit III, and Bidder's Project Schedule Exhibit VII provided by Bidder in the Proposal.
- Bid Exchange Rate as described in Section A, Article 1 of the RFP.
- Bid Local Index, as described in Section A, Article 1 of the RFP.
- All applicable taxes, fees and customs duties.

(Each Bidder shall complete the/allowing tables. No changes in format shall be allowed to be made to the table by any Bidder.)

2. BIDDER'S PROPOSED TARIFF CHARGES

The Bidder's proposed Tariff Charges are shown in Table II-1 in accordance with the RFP.

TABLE II – 1 Proposed Tariff Charges

Agreement Year	Capacity Purchase Price (CP)						Energy Purchase Price (EP)						Total Tariff Charge (Rs/kWh)
	CPP1 (Rs/kW/Mo)		CPP2 (Rs/kW/Mo)		CP		VOMC (Rs/kWh)		WUL (Rs/kWh)		EP (Rs/kWh)		
	L	F	L	F	(Rs/kW/Mo)	(Rs/kWh)	L	F	L	F			
1	2	3	4	5	6	7	8	9	10	11	12	13	
1													
2													
3													
4													
5													
6													
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23													
24													
25													

3. BIDDER'S CALCULATIONS OF PROPOSED CHARGES

(The Bidder shall provide supporting calculations and necessary explanation of all the components and portions of the proposed Tariff Charges for each Agreement year, in conformity with the definitions of these components in the RFP, in real or constant terms without any indexation. The figures for each component or portion of Tariff Charges calculated in this Part D of Exhibit II must be the same as quoted by the Bidder in Table II-1 above. In case of any inconsistency between the two figures, those in Table II-1 shall prevail.)

3.1 Calculation of Proposed Debt Related Component of Capacity Purchase Price (CPP)

3.1.1 Local or Rupee Portion of CPP1

(This portion should cover and match all costs and payments related to local component of debt servicing for the Project.)

3.1.2 Foreign or USD portion of CPP1

(This portion should cover and match all costs and payments related to foreign component of debt servicing for the Project.)

3.2 Calculation of Proposed Non-Debt Related Component of Capacity Purchase Price (CPP2)

3.2.1 Local or Rupee Portion of CPP2

(This portion should cover all costs and payments related to local component of return on equity, fixed O&M costs and any fuel demand charge for the Project.)

3.2.2 Foreign or USD Portion of CPP2

(This portion should cover all costs and payments related to foreign component of return on equity, fixed O&M costs and any fuel demand charge for the Project.)

3.3 Calculation of Proposed Variable O&M Charge (VOMC) of Energy Purchase Price

3.3.1 Local or Rupee Portion of VOMC

(This portion should cover all costs and payments related to local component of variable O&M costs of the Project.)

3.3.2 Foreign or USD Portion of VOMC

(This portion should cover all costs and payments related to foreign component of variable O&M costs of the Project.)

3.4 Calculation of Proposed Water use License Charges of Energy Price

3.4.1 Local or Rupee Portion of WUL

(This portion should cover all costs and payments related to local component of WUL costs of the Project.)

3.4.2 Foreign or USD Portion of WUL

4. COMPLIANCE WITH CONSTRAINTS ON TARIFF CHARGES

(In the following sections, the Bidder shall demonstrate that each of the constraints on Tariff Charges set out in Section B, Article 15 of the RFP are complied and satisfied by its Proposal.)

4.1 For any Agreement Year, the total payment of CPP1 assuming 100% Available Capacity must match the debt servicing requirements for the Project.

- 4.2 The sum of CPP2, VOMC and WUL (all in Rs/kWh) must be constant or same across all the Agreement years or increasing in the later Agreement Years.

- 4.3 Total Tariff Charge in Rs/kWh for the first Agreement Year shall not exceed [115%] of the Levelized Tariff Charge.

- 4.4 Total Tariff Charge in Rs/kWh for any Agreement Year other than the first Agreement Year shall not exceed [112%] of the Levelized Tariff Charge.

- 4.5 Total Tariff Charge in Rs/kWh levelized over the first five Agreement Years (calculated in the similar manner as the Levelized Tariff Charge, except that the calculation shall be limited to first five Agreement Years) shall not exceed [113%] of the Levelized Tariff Charge.

- 4.6 **Total Tariff Charge in Rs/kWh levelized over the first ten Agreement Years** (calculated in the similar manner as the Levelized Tariff Charge, except that the calculation shall be limited to first ten Agreement Years) shall not exceed [110%] of the Levelized Tariff Charge.

5. CALCULATION OF BIDDER'S LEVELIZED TARIFF CHARGE

The Bidder's Levelized Tariff Charge based on the proposed Tariff Charges in Table 11-2 is:

$$\text{LTC} = \frac{\text{PVTP/PVEO}}{\text{PV of Energy Output}} = \text{Rs/kWh}$$

Based on the calculations presented in Table 11-2 in accordance with the RFP. The Bidder acknowledges that the Bureau's calculation of Levelized Tariff Charge and results thereof shall prevail over any calculation and result presented herein under all circumstances.

Table II – 2: Calculation of Levelized Tariff Charge (LTC)

Agreement Year	Total Tariff Charges (Rs/kWh)	Energy Output (EO) (kWh)	Total Payment (TP) (Rs)	Discount Factor	Present Value of Total Payment (Rs)	Present Value of Energy Output (kWh)
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

Agreement Year	Total Tariff Charges (Rs/kWh)	Energy Output (EO) (kWh)	Total Payment (TP) (Rs)	Discount Factor	Present Value of Total Payment (Rs)	Present Value of Energy Output (kWh)
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
Total						

EXHIBIT – III

FINANCIAL DATA IN SUPPORT OF PROJECT

EXHIBIT – III

FINANCIAL DATA IN SUPPORT OF PROJECT

1. FINANCING PLAN

The Bidder shall be responsible for mobilizing the financing for the Project. Agreements required to secure financing for the Project will be entered into between the Bidder and the institutions providing the financing for the Project and shall be based on the financial plan presented by the Bidder in its Proposal. Any subsequent changes to the financial plan after finalization of the Project Agreements will require the approval of PEDO.

(The financial plan provided by the Bidder will describe the sources of funds and the terms of financing /or both debt and equity as applicable. The Bidder will provide details on the financing sources as outlined in Table III-1. The financing sources should be in an amount sufficient to cover all estimated costs of the Project.)

Financing will be in the form of equity and debt. At least 20% of the total Project cost, inclusive of contingencies and interest during construction, will be in the form of equity and the remainder in debt or subordinated debt. The Main Sponsor or Lead Bidder shall be required to hold at least 20% of the equity of the Project Company and must hold such equity from the LOS issuance date until the sixth anniversary of the COD of the Project. All the members of the Successful Bidder collectively must hold at least 51% of the equity for the same period.

(Use Bid Exchange Rate for the purpose of calculation.)

Table III – 1 : Source of Funds

Sources		Foreign Currency (Million Rs.)	Local Currency (Million Rs.)	Equivalent Total (Million Rs.)
1		2	3	(2 + 3) = 4
1)	Total Project Cost			
2)	<ul style="list-style-type: none">▪ Main Sponsor▪ Name: _____▪ (Member of Bidder Consortium)▪ Name: _____▪ (Member of Bidder Consortium)▪ Name: _____▪ (Member of Bidder Consortium)			

Sources		Foreign Currency (Million Rs.)	Local Currency (Million Rs.)	Equivalent Total (Million Rs.)
1		2	3	(2 + 3) = 4
	Name: _____ ▪ (Any other source) Name: _____ ▪ (Any other source) Name: _____ ▪ (Any other source) Name: _____ ▪ (Any other source) Name: _____			
3)	Debt Financing ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ ▪ (Lender) Name: _____ <div style="text-align: right;">Total</div> Debt:			
4)	Stand-by Credit Facility (in addition to total Project Cost)			

(Note: Bidder shall add or delete the titles or heads as required)

2. USES OF FUNDS

(The Bidder shall provide the details for uses of funds in Table III-2 below. The titles or heads used in the table are for illustration purposes. The Bidder shall add or delete the titles or heads as required. Use Bid Exchange Rate for the purposes of calculation.)

TABLE III – 2 : Uses of Funds

Sources		Foreign Currency (Million Rs.)	Local Currency (Million Rs.)	Equivalent Total (Million Rs.)
1		2	3	(2 + 3) = 4
1)	Total Uses			
2)	Construction Cost <ul style="list-style-type: none"> ▪ Construction Cost of the Plant ▪ Construction Cost of the Interconnection Facilities ▪ Construction Cost of the Transmission Facilities ▪ (Any other use) ▪ (Any other use) ▪ (Any other use) ▪ (Any other use) <p style="text-align: right;">Total Construction Cost</p>			
3)	Owners' Contingencies <ul style="list-style-type: none"> ▪ (State Contingency if necessary) ▪ (State Contingency if necessary) ▪ (State Contingency if necessary) ▪ (State Contingency if necessary) <p style="text-align: right;">Total Owners' Contingencies</p>			
4)	Other Costs <ul style="list-style-type: none"> ▪ Initial Inventory of Spares ▪ Development Costs prior to Financial Closing ▪ Owners' Costs prior to the 			

Sources		Foreign Currency (Million Rs.)	Local Currency (Million Rs.)	Equivalent Total (Million Rs.)
1		2	3	(2 + 3) = 4
	COD			
	▪ Financing Costs			
	▪ Initial Working Capital			
	▪ Debt Servicing Reserves			
	▪ Any other Reserves)			
	▪ (Any other Cost)			
	Total Other Cost			

(Note: Bidder shall add or delete the titles or heads as required)

3. FINANCING DRAWDOWN SCHEDULE

(Bidder shall provide quarterly drawdown schedule of debt and equity financing for the Project in Table III-3 below starting from Financial Closing to the COD of the Project. Use Bid Exchange Rate for the purposes of calculation.)

**TABLE III – 3: Financing Drawdown Schedule
(from Financial Closing through the COD)**

Sources		Quarters						
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
1)	Equity Financing:							
	▪ [Main Sponsor] Million Rs. % of Total							
	▪ [Bidder Member] Million Rs. % of Total							
	▪ [Bidder Member] Million Rs. % of Total							
	▪ [Total Equity] Million Rs. % of Total							
2)	Debt Financing:							
	▪ [Lender] Million Rs. % of Total							
	▪ [Lender] Million Rs. % of Total							

Sources		Quarters						
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
	<ul style="list-style-type: none"> ▪ [Lender] Million Rs. % of Total ▪ [Total Debt] Million Rs. % of Total 							
3)	Total Million Rs. % of Total							

(Bidder to add or delete columns for "Quarter" as necessary)

4. COST DISBURSEMENT SCHEDULE

(Bidder shall provide quarterly disbursement schedule for the Project Costs in Table III-4 below starting from Financial Closing to the COD of the Project. Use Bid Exchange Rate for the purposes of calculation.)

**TABLE III – 4: Cost Disbursement Schedule
(from Financial Closing through the COD)**

Sources		Quarters						
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
1)	Construction Cost:							
	<ul style="list-style-type: none"> ▪ Construction Cost of Plant Million Rs. % of Total ▪ Construction Cost of Interconnection Facilities Million Rs. % of Total ▪ Construction Cost of Transmission Facilities Million Rs. % of Total ▪ Total Construction Cost Million Rs. % of Total ▪ Owners' Contingencies Million Rs. % of Total 							

Sources		Quarters						
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th
2)	Other Costs: <ul style="list-style-type: none"> ▪ Initial Inventory of Spares Million Rs. % of Total ▪ Development Costs prior to COD Million Rs. % of Total ▪ Owners' Cost prior to COD Million Rs. % of Total ▪ Financing Costs Million Rs. % of Total ▪ Initial Working Capital Million Rs. % of Total ▪ Debt Servicing Reserves Million Rs. % of Total ▪ Total Other Cost Million Rs. % of Total 							
3)	Total Million Rs. % of Total							

(Bidder to add or delete items and columns as necessary)

5. SUMMARY OF TERMS AND CONDITIONS OF DEBT FINANCING

(Bidder shall provide summary of the terms and conditions of the debt financing in Table III-5 below consistent with the detailed terms stated to be attached elsewhere. Use Bid Exchange Rate for the purposes of calculation.)

TABLE III – 5: Summary of Terms and Conditions of Debt Financing

Description	[Lender]	[Lender]	[Lender]	[Lender]
Amount (in Million Rs.)				
Currency of Loan				
Availability Period (Months from Financial Closing)				
Final Maturity (Years from				

Description	[Lender]	[Lender]	[Lender]	[Lender]
Financial Closing)				
Grace Period (Years from Financial Closing)				
Repayment Period (Years from COD)				
Repayment Period Frequency (Months)				
Interest Rate (%)				
Upfront Fees (%)				
Commitment/Drawdown Fees (%)				
Other Fees (%)				

(Bidder to add or delete columns as necessary)

6. DEBT REPAYMENT SCHEDULE

(Bidder shall provide repayment schedule/or each loan Table III-6 below consistent with the detailed terms stated to be attached elsewhere. Use Bid Exchange Rate for the purposes of calculation.)

TABLE III – 6: Repayment Schedule for [“Lender”]

Repayment Date	Principal Amount Repayment (Million Rs.)	Interest Amount (Million Rs.)	Total Payment (Million Rs.)
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			
[Date]			

(Bidder to add or delete rows as necessary)

[* The above table shall be provided for each Lender or Loan Separately]

7. **PROJECTED CASH FLOW STATEMENT AND DEBT SERVICE COVERAGE RATIOS**

(The Bidder shall provide herein projected cash flow statement for the Project Company up to the end of the Term of the PPA, based on its proposed Tariff Charges. Contract Capacity Bid Exchange Rate under other assumptions set out in the RFP, in a conventional manner showing net cash flows from operating activities, financing and investment for each Agreement Year and shall calculate debt service coverage ratio for each Agreement Year.)

8. **EQUITY COMMITMENT LETTERS**

(Bidder shall provide herein letters of commitment from the Chief Executive Officer or Treasurer/Controller of each of the companies verifying that the company will provide the amount of equity stated in Table III-1 above. The letter of commitment from the Main Sponsor or the Lead Bidder provided herein shall also state its commitment to hold at least 20% of the equity from the date of issue of LOS to the sixth anniversary of the COD of the Project. The letters from all the members provided herein shall also state their commitment to hold collectively 51% of the total equity for the same lock-in period).

9. **LETTERS OF INTEREST AND TERM SHEETS**

(The Bidder shall provide letters of interest from all the Lenders verifying the amount of debt financing stated in Table III-1 above, along with the detailed term sheets for each Lender and each loan indicating the main terms and conditions of the loan including repayment period and interest rates (fixed or variable) applicable to the commitment. The document shall also verify that the interest is expressed based upon the RFP. The Bidder's Proposal, the draft Project Agreements attached with the Bidder's Proposal and adequate debt coverage.)

10. **UNDERWRITING COMMITMENT LETTER**

(If Bidder has obtained an underwriting for all or part of the amount of financing, a letter from the financing institution of such undertaking shall be provided here.)

11. **FINANCIAL ADVISOR OR ARRANGER INFORMATION**

(If Bidder has appointed a financial advisor/arranger for the Project, please provide the name of the organization, the lead person who will perform the services from the organization, and the qualification statement for the organization and the lead person.)

12. **INSURANCE PLAN**

The Bidder shall provide herein a summary of the proposed insurance plan to cover the risks associated with the construction and operation the Project over the Term indicating *Inter alia*:

- the names of potential insurers:
- the risks covered:
- the amount of cover: and the expected exclusions.)

EXHIBIT – IV

TECHNICAL DATA

EXHIBIT – IV

TECHNICAL DATA

1.0 GUARANTEED DATA FOR PROJECT

The following data is to be provided by Bidder and will be subsequently included in the attachments or schedules to the PPA.

- 1.1 Contract Capacity of the Plant for each Agreement Year of the Term shall be provided. The net output provided shall be based upon the use of the equipment in the prior years and any maintenance to be performed on the equipment.
- 1.2 Guaranteed efficiency of the Plant for each Agreement Year of the Term shall be provided. The efficiencies provided shall be based upon the use of the equipment in the prior years and any maintenance to be performed on the equipment.
- 1.3 Bidder shall provide efficiency at various load levels. This information shall be based upon new equipment operated for less than 500 hours.
- 1.4 Bidder shall provide the Correction Curves which are to be used to verify the performance (i.e. Contract Capacity and Guaranteed Net Heat Rates).
- 1.5 Bidder shall provide the following guaranteed data for environmental impact assessment:

Noise levels:

- At site boundary
- At one meter from major equipment
- At one hundred meters from major equipment

1.6 Auxiliary load consumption by Project _____ MW

1.7 Provide information requested in following paragraphs with respect to characteristics of the Plant (i.e. cold start time etc.)

2.0 BASIC TECHNICAL INFORMATION

- 2.1 Provide a short description infrastructure of the Plant, and supporting facilities and Site infrastructure.

2.2 Source of major components:

Component	Information Requested	Type / Manufacturer
▪ Turbine	Manufacturer	
▪ Generator	Model/Type	
▪ Major pumps	Manufacturer	
▪ Control System	Manufacturer	
▪ SF ₆ switchgear	Manufacturer	

2.3 Provide a list of the Codes and Standards to be used in design, manufacturing, construction, performance testing, and quality control for Civil, Electrical, Mechanical and Control/Instrumentation works of the Project.

2.4 Describe provisions made for SCADA system.

3.0 DRAWINGS

- Outline drawings of the power generation systems
- Conceptual project layout drawings
- P&ID's on major systems
- Single line electrical diagram
- Control room layout
- Single line diagram of _____ kV switchgear including interconnection interface details.

4.0 PROPOSED PLANT DESIGN AND COMPONENTS EXPERIENCE

Bidder shall provide historical data for the following items:

4.1 Overall Design of Plant

If a Plant of similar size with similar design of systems and preferably the same equipment manufacturer, has been operating for the past three (3) years, provide the name of the Plant, year commissioned, name of owner and representative (phone and Fax number), with data on reliability, availability, Gigawatt hours produced for each of the last three years, and the number of forced outages or reduced output due to technical difficulties. Information on more than one Plant is desirable but not mandatory.

5.0 DETAILED TECHNICAL INFORMATION

Bidder shall fill out the data sheets provided herewith. If the information is not available at the Proposal stage, the Bidder will be required to complete the same at time of clarifications and negotiations.

6.0 DATA SHEETS

Description		Bidder's Response
As a minimum, the following data sheets, drawings, and performance curves relating to the Project Company's proposal shall be provided:		Insert in this column all the data requested or the page number in the proposal where the information is provided.
6.1	Turbine (Performance at Site Design Conditions) Head _____ meter Discharge _____ m ³ /sec Turbine Manufacturer Model/type Guaranteed Output RPM Detectors: <ul style="list-style-type: none"> ▪ Temperature detectors ▪ Smoke detectors ▪ UV detectors Silencers: <ul style="list-style-type: none"> ▪ Manufacturer ▪ Correction curves for fouling shall be provided Deterioration factor is considered from 200 h after start of commercial operation. 	- _____ - _____ - _____ - _____ kW _____ _____ yes/no _____ yes/no _____ - _____ - _____ - _____
6.2	Generator & Accessories	
i	Generator	
a.	Manufacturer	_____

Description		Bidder's Response
	b. Rated voltage at generator terminal (kV)	
	c. Frequency range (Hz)	
	d. Power factor	
	e. Short circuit ratio	
	f. Insulation class	
	g. Type of cooling	
	h. Design standard	
ii	Excitation System	
	a. Type	
	b. Current rating and voltage	
iii	Neutral Earthing Equipment	
	a. Transformer	
	Rating (KVA)	
	Voltage ratio	
	BIL (kV)	
	b. Secondary resistor	
	Type	
	Resistance (ohms)	
	Current rating (A)	
iv	Generator Circuit Breakers	
	a. Manufacturer	
	b. Type/Model	
	c. Rated voltage (kV)	
	d. Current rating (kVA)	

Description		Bidder's Response
	e. Interrupting rating (kA)	
6.3	Power Transformers	
i	General	
	Quantity	
	Manufacturer	
	Type	
	Applicable Standards	
ii	Design Data	
	Maximum Continuous Rating °C (kVA)	
	Rated temperature rise (°F)	
iii	Basic Insulation Level	
	a. Of HV winding (kV)	
	b. Of neutral of HV winding (kV)	
	c. Of LV winding (kV)	
	d. Of neutral of LV winding (kV)	
	e. Type of tap changer (on load or off)	
	f. Total power requirements of auxiliary equipment (kW)	
	g. Power factor	
	h. Short circuit ratio	
	i. Insulation class	
	j. Type of cooling	
	k. Design standard	
6.4	Medium Voltage Switchgear	
i	General	

Description		Bidder's Response
ii	Manufacturer	
	Applicable Standards	
	Design Data	
	Rated/nominal voltage of switchgear (kV) Rated insulation level, low frequency / impulse (kV/kV)	
	Momentary (asymmetrical) current rating (kA)	
6.5	Gas Insulated Busbar a. Rated Voltage kV b. Type and Design Standards c. Material d. Cross Sectional Area of Conductor mm ² e. Insulating Medium and Pressure	
6.6	132 kV Switchyard Equipment Manufacturer/Type of Reference for: a. Circuit Breakers b. Disconnector and Earthing Switches c. Current Transformers d. Voltage Transformers e. Surge Arresters f. Busbars and Conductors g. Insulators h. Steel Structures i. Protective Relays j. Batteries and Chargers	

Description		Bidder's Response
i	Circuit Breakers	
	a. Voltage	_____
	b. Rated Normal Current	_____
	c. Number of Interrupters per Pole	_____
	d. Short – Circuit Breaking Current	_____
	e. Circuit – Breaker Type – Operating years	_____
	f. Circuit – Breaker Type – Number supplied to date	_____
	g. Trip AC or DC operated V	_____
	h. Stored energy closing AC or DC operated	_____
ii	Disconnectors	
	a. Operating Type (Horizontal / Vertical / Pantograph)	_____
	b. Type of Operating Mechanism (Manual / Power)	_____
	c. Rated Normal Current	_____
iii	Busbars and Connections	
	Tubular Busbars	_____
	a. Material / Dimensions	_____
	b. Maximum Span Length	_____
	c. Rated Normal Current	_____
iv	Stranded Conductors	
	a. Material / Dimensions	_____
	b. Number of Conductors per Phase	_____
	c. Rated Normal Current	_____

7.0 DRAWINGS

Description		Data (or Page # on which to find the date)
7.1	Outline drawings of power generation systems	_____
7.2	Plant Layout	_____
7.2.1	Overall site layout drawing showing principal dimensions, major plants, buildings roads, etc.	_____
7.2.2	Layout and elevation drawings of proposed plant arrangement in steam turbine area	_____
7.2.3	Layout and typical section drawings of switchyard	_____
7.2.4	Proposed layout and elevation drawings of all buildings and structures in the Project.	_____
7.3	Mechanical	_____
7.4	Electrical	_____
7.4.1	Electrical single line diagrams (showing equipment ratings) for switchyard and overall plant electric system including connections for emergency diesel.	_____
7.4.2	Principal Protection/Metering block diagram for generators, generator station transformers, and electrical systems.	_____
7.4.3	One line block diagram for each batter and UPS system.	_____
7.4.4	One line block diagram for energy metering system.	_____
7.4.5	Description of philosophy for sizing of transformers, station/station auxiliary switchboards, batteries and UPS system.	_____
7.4.6	Description of generating and excitation systems with block diagrams.	_____
7.4.7	General arrangement drawings of generator main connections showing generator, unit transformers and	_____

Description		Data (or Page # on which to find the date)
	generator transformers.	_____
7.5	Control and instrumentation	_____
7.5.1	Block diagram of proposed Distributed Control System (DCS) configuration showing all major components of the Plant.	_____
7.5.2	Brief description of the DCS, including the capabilities, features provided, redundancy, hardware and software provided communication links etc.	_____
7.5.3	Basic schematics of the power block and common auxiliary plant control systems	_____

8.0 PROJECT SUMMARY DATA

8.1 Type of Plant

Describe technology used, number of units, ratings

8.2 Describe Standards Applied to Project Design and Equipment Selection

All designs, materials, and equipment will conform to the requirements of Section C. The codes and standards that follow will be used where applicable to the equipment material, components, or construction practices. All work described will be designed, constructed, tested and installed in accordance with the latest edition of the following list of codes and standards (To be completed by the Bidders). In order not to create possible duplication or different interpretations, the names and initials of the respective entities must not be translated.

In the event conflicts arise between the codes and standards of practice described herein and codes laws, rules decrees, regulations, standards, etc. of the locally where the equipment is to be installed, the codes and standards of practice described herein will govern. In the event conflicts arise between any of the codes and standards described herein, the more stringent section of the applicable codes will govern. Each of the equipment and designs will comply with one or more of the above codes, but none will necessarily comply with all the listed standards.

8.2.1 General Design Codes

(List)

8.2.2 Civil Engineering Design Criteria, Standards and Codes

(List)

8.2.3 Mechanical Engineering Design Criteria, Standards and Codes

(List)

8.2.4 Control and Electrical Engineering Design Criteria, Standards and Codes

(List)

8.3 Provide the information requested below for all major equipment Suppliers that have been selected for the Project

Equipment	Supplier's Name
Turbine	_____
Generator	_____
Step-up Transformers	_____
Distributed Control System	_____
Other (specify)	_____

8.4 List of Participants Check all of the following that have been selected

Participant	Check if Selected	Name	Status (letter of intent, contract, etc.)
Architect/Engineer	_____	_____	_____
Environmental Consulting Firm	_____	_____	_____
Construction Firm	_____	_____	_____
Operations & Maintenance Contractor	_____	_____	_____
Other (describe)	_____	_____	_____
Power Train Subcontractor	_____	_____	_____

Local Counsel	_____	_____	_____
Financial Advisor/Lender	_____	_____	_____

8.5 Attach the following data clearly labeled. Individual data should be numbered to correspond to the question they are addressing:

8.5.1 Describe the equipment suppliers' experience with the specific models that will be used for each major piece of equipment as specified.

8.5.2 Provide drawings showing the location of the Plant in relation to the Deliver Point. Show the proposed route(s) for the High Voltage interconnection facilities and/or service lines.

8.5.3 Provide drawings of the Plant's site layout and major equipment arrangement. Identify the size of major components and describe areas of key equipment redundancy.

8.5.4 Provide any additional technical information that is available (e.g. drawings, specifications, etc.)

8.5.5 Provide preliminary generator capability curves and specify the reactive capability and control strategies for the project. Also describe any voltage or equipment limitation affecting the Central Dispatch Center's ability to control the reactive output.

8.5.6 Describe the equipment procurement plan. Provide information concerning how commitments to purchase major equipment items relate to the schedules for acquiring permits and financing. Provide information concerning any equipment production space that has been reserved with suppliers of major components. Note that all equipment must be new and unused.

8.5.7 Provide descriptions of the fire protection systems to be used including those within any equipment enclosures, any buildings and all general site facilities.

8.5.8 Provide descriptions of equipment enclosures (including buildings) and what protection against the weather will be provided to major machines during periods of maintenance, especially if no high-bay buildings are to be constructed.

8.5.9 Provide a description of the overall control system used for the Project equipment including all local, centralized and remote controlling including the proposed means to communicate with the National Control Center to follow its instructions.

- 8.5.10 Describe how the Plant will be started, including the expected amount of time to synchronize each unit, starting with the equipment in "cold" and "warm" conditions. State the maximum MVA and MW required from the existing system to start the Plant.
- 8.5.11 Provide a description of the monitoring and protection systems to be used on major equipment including the prime movers generators transformers, substations and interconnection lines. Describe how the protection systems for the 132kV interconnection lines will be coordinated with the corresponding system installations, (Switchyard and substation).
- 8.5.12 Provide a description of the design of the cooling, potable and waste waters facilities. Provide a description of the water plan for the project including average, minimum, and maximum water cooling water intake and discharge structures, destination, temperature, quantity and quality of plant discharge water.
- 8.5.13 Describe how the auxiliary power will be obtained when plant is disconnected from the 132 kV system.
- 8.5.14 Provide design values for seismic, wind and any other data.

9.0 ENVIRONMENTAL DATA

- 9.1 Address the following issues as they relate to design and construction of the Project:
- 9.1.1 Describe the proposed timetable to carry out the Environmental Impact Study, if you are awarded the contract. Indicate the scope of the Environmental Impact Study and the methodology to be used to perform this study and to present its findings and recommendations. State also the commitment of the Winning Bidder to carry out all suggestions and recommendations of the study, including possible design modifications.
- 9.1.2 Noise impact analysis and mitigation: Please describe technology to be employed or actions to be taken to reduce noise. Provide the guaranteed maximum sound levels for the plant at all of the plant boundaries and at any plant interfaces with other entities including residential, industrial and others. Provide the guaranteed sound level for the plant at one and one half (1.5) meter from the equipment enclosures or exterior walls of the powerhouse(s) at the station boundary, in accordance with the standards stated earlier.

The measurement shall not include the existing background noise.

10.0 ELECTRIC INTERCONNECTION DATA

- 10.1 Provide the following items:

10.1.1 A detailed one-line diagram from the generators and interconnection to the 132 kV (or any other suitable capacity) electrical switchyard and existing transmission network Identify the Point(s) of Delivery.

10.1.2 Equipment descriptions and functional specifications of:

10.1.2.1 Generators, transformers, switchgear equipment, circuit breakers, etc.

10.1.2.2 Protective relays, current transformers, voltage transformers, etc.

10.1.2.3 Metering System

10.1.2.4 Telecommunication equipment

10.1.2.5 Control and data acquisition system.

Any design changes which may affect the interconnection must be reviewed and approved by PEDO. This approval does not relieve the Successful Bidder from any contractual responsibility.

11.0 PERFORMANCE DATA

11.1 Provide an Efficiency Curve for each Unit in the Plant, assuming that the load will be allocated to each unit in proportion to its maximum output power level. The Efficiency Curve shall be stated to be applicable to the Performance Criteria/ indicators stated in Section C, of the RFP.

The Bidder shall also tabulate the Heat Rates corresponding to the percentages of the output power levels stated in the following Table. This data is for technical evaluation purposes only and will not be used for economic evaluation.

Points on the Efficiency Curve

Power Levels - %	Efficiency (%)
Values	
100	
85	
65	
50	
25	

Measured at the 132 kV side of the main generator.

11.2 Guaranteed Estimated Capacity

(This information should be provided by Bidder).

11.3 Plant Capacity

(This information should be provided by Bidder).

11.4 Guaranteed Overall Performance of Plant

The Bidder shall provide the data in the following Table.

Guaranteed Overall Performance of Plant Net Power Output 100%

Description	Units	Plant Performance
System Output *	kW	-
Auxiliary Power + Losses	kW	-
Other Auxiliary Loads, Including Auxiliary Transformers Losses	kW	-
Step-up Transformer Losses	kW	-
Total Losses	kW	-
Net power Output at high voltage side of Generator Step-up Transformers**	kW	-
Net Efficiency	%	-
Noise Level (World Bank Guidelines)	Db(A) @ Plant boundary Equipment db(A) @ 1 meter.	

* The Bidder shall fill-in data.

** The Bidder shall guarantee these values for Initial Operation and for each year of a Three (3) year period subsequent to Commercial Operation Date (C.O.D).

12.0 TECHNOLOGY AND DESIGN DATA

12.1 Technical Maturity

Check all that apply:

One or more similar plant(s) has(have) achieved an annual equivalent availability equal to or greater than 60% over to consecutive _____ years during commercial operation. One or more similar facility(ies) currently in commercial operation.

One or more similar Plant(s) is (are) under construction.

None of the above.

12.1.1 For each of the facilities referenced above, fill out a copy of the form below which describes operating history and statistics.

Project Name _____

Location _____

Contact at Plant _____

Name _____

Phone Number _____

Plant Owner _____

Name _____

Phone Number _____

Power Purchaser _____

Name _____

Phone Number _____

*The project came on-line in Year _____

Year of Operation	Year _____	Year _____	Year _____
Operational Months that Year:	_____	_____	_____
Annual Equivalent Availability	_____	_____	_____

13.0 OPERATIONS AND MAINTENANCE DATA

13.1 Operating Characteristics

13.1.1 Net Generation Levels of Project:

Maximum emergency level: capacity that may be available during system declared emergencies.	_____ MW _____ hours available
Minimum emergency level: used during system declared emergencies.	_____ MW _____ hours available
Net capability: the maximum level that the Project could be dispatched during normal system conditions.	_____ MW
Interim operating level: the operating level at which the unit operates most efficiently (i.e. at the designed discharge).	_____ MW
Minimum operating level: the minimum level that the Project could be dispatched during normal system conditions (i.e. at the discharge 95% available).	_____ MW

13.2 Maintenance

13.2.1 Annual Maintenance Outage Schedule

Duration (number of days):	_____
Time of Year (Session):	_____
Cycle (number of operating hours)	_____

13.2.2 Major Overhaul Outage Schedule

Duration (number of days):	_____
Time of Year (Session):	_____
Cycle (number of operating hours)	_____

13.2.3 Turbine Inspection Schedule

Duration (number of days):	_____
Time of Year (Session):	_____
Cycle (number of operating hours)	_____

13.2.4 Annual Availability of the Project:

Annual Availability while Running in Final Phase	_____ %
Operational Availability	_____ %
Planned and Maintenance Outages	_____ %
Forced Outages	_____ %
Total	_____ %

Note: Annual availability should exclude major overhaul outages.

13.3 Operations and Maintenance Staff and Services

Attach the following data clearly labeled:

- 13.3.1 Operator's experience with Project technology – provide number of unit-years of experience with generating facilities of the same or similar technology and size as the Project.
- 13.3.2 Provide the plan for operational staffing including, but not limited to, the number, type and responsibilities of operations personnel on each shift.
- 13.3.3 Provide plan of maintenance staffing including, but not limited to, the number of permanent on-site maintenance personnel and their responsibilities; the personnel available for emergency maintenance and their response time; and the personnel that will be utilized for minor and major scheduled maintenance. If contracted, specify contractor, location and experience with this type of equipment.
- 13.3.4 Describe briefly procedure that will be followed for daily, weekly, monthly and yearly maintenance programs.

13.3.5 Provide outline plans for initial and ongoing training of all plant and support personnel, including any qualifications programs.

13.3.6 Provide brief description of plans for the purchasing and warehousing of tools, parts and supplies.

13.3.7 Provide a major maintenance schedule.

EXHIBIT – V

BIDDER AND CONTRACTORS INFORMATION

EXHIBIT – V

BIDDER AND CONTRACTORS INFORMATION

1. LEGAL FORM AND ORGANIZATION OF BIDDER

(In Table V-1 and Table V-2, the Bidder shall provide the required information regarding each member of the Bidder consortium, as pre-qualified or with any change in the consortium as approved by the PEDO pursuant to the RFP).

TABLE V – 1: Legal Form and Organization of Bidder

Sr.#	Item	Information
1	Name of Bidder	[Lead Bidder/Main Sponsor]
2	Home Office Address	[Other members of Bidder consortium]
3	Telephone/Fax/Email	
4	Regional office Address	
5	Telephonic / Fax / Email	
6	Authorized person for contact for the Project	
7	Contact Address of Authorized Person	
8	Telephone/Fax/Email of Authorized Person	
9	Legal Form	[e.g. company, corporation, partnership, consortium, joint venture, individual]
10	Capitalization of Bidder	
11	Organization Charts	[To be attached by Bidder]
12	Memorandum and Articles of Association	[To be attached by Bidder]
13	Joint Venture Agreement	[To be attached by Bidder]

TABLE V – 2: Legal Form and Organization of Bidder Members

Sr.#	Item	Lead Bidder	Other Member	Other Member
1	Name			
2	Legal Form	[e.g. Company Corporation, partnership, consortium, joint venture, individual]	[e.g. Company Corporation, partnership, consortium, joint venture, individual]	[e.g. Company Corporation, partnership, consortium, joint venture, individual]
3	Country of Registration/ Incorporation			
4	Home Office Address			
5	Telephone/Fax/Email			
6	Name and Position of Contact Person			
7	Address of Contract Person			
8	Telephone/Fax/Email of Contact Person			
9	Share in Total Equity of the Project (%)			
10	Organization Charts	[To be attached by Bidder]	[To be attached by Bidder]	[To be attached by Bidder]

(Bidder to add or delete column as required)

2. SIGNIFICANT CHANGE RELATED TO BIDDER

(If there is any significant change in the information submitted during pre-qualification, with respect to the financial condition of any member of the Bidder consortium participating in this proposal or withdrawal of any member from the pre-qualified Bidder consortium, the Bidder shall provide herein the details about such changes.)

3. INFORMATION REGARDING CONSTRUCTION CONTRACTOR

(In Table V-3 and Table V-4, the Bidder shall provide the required information regarding the proposed Construction main Contractor and sub-contractors as necessary.

TABLE V – 3: General Information about Construction Contractor

Sr.#	Item	Information
1	Name of Construction Contractor	
2	Home Office Address	[e.g. company, corporation, partnership, consortium, joint venture individual]
3	Country of Registration/Incorporation	
4	Home Office Address	
5	Telephonic / Fax / Email	
6	Name and Position of Contact Person for the Project	
7	Address of Contact Person	
8	Telephone/Fax/Email of Contact Person	
9	Area of Main Business	
10	Number of Staff in Main Business	Engineers: Others:
11	Number of [Power] Projects successfully completed.	

Note: The Bidder shall complete this Table V-3 for each main and sub-contractor for the Project separately as necessary, including scope of work in the Project, in addition to the above items.

TABLE V – 4: Power Project Reference of Construction Contractor

Sr.#	Item	Information
1	Name of Project	
2	Location of Plant	
3	Name of Owner	
4	Name of [Power] Purchaser	
5	Capacity of Plant	
6	Type of Plant	
7	Number and Rated Capacity of Units	
8	Status of Plant	[Under Construction or Commercial Operation]
9	Principal Manufacturers of Major Equipment	
10	Role in the Project	
11	Duration of Construction Period _____	
12	Commercial Operations Date _____	
13	Value of Contract	
14	Other Details	

Note: The above Table shall be completed/or each reference project (at least three projects) separately as necessary. The Bidder shall complete this form for O&M sub-contractor as necessary.

4. INFORMATION REGARDING O&M CONTRACTOR

(In Table V-5 and Table V-6, the Bidder shall provide the required information regarding the proposed O&M Contractor and main sub-contractors as necessary.

[Separate Table V-3 and Table V-4 shall completed by Bidder/or the Plant and Fuel Plant if the Contractors are different from the two plants)].

TABLE V-5: General Information about O&M Contractor

Sr.#	Item	Information
1	Name of O&M Contractor	
2	Legal Form	[e.g. company, corporation, partnership consortium, joint venture, individual]
3	Country of Registration/Incorporation	
4	Home Office Address	
5	Telephonic / Fax / Email	
6	Name and Position of Contact Person for the Project	
7	Address of Contact Person	
8	Telephone/Fax/Email of Contact Person	
9	Area of Main Business	
10	Number of Staff in Main Business	Engineers: Others:
11	Number and Years of (Power) Projects under Operation	

Note: The Bidder shall complete this Table V-5 for each main sub-contractor for the project separately as necessary, including scope of work in the Project, in addition to the above items.

TABLE V – 6: Power Project Reference of O&M Contractor

Sr.#	Item	Information
1	Name of Project	
2	Location of Plant	
3	Name of Owner	
4	Name of [Power] Purchaser	
5	Capacity of Plant	
6	Type of Plant	
7	Number and Rated Capacity of Units	
8	Principal Manufacturers of Major Equipment	
9	Commercial Operations Date of each unit	
10	Annual Availability Factor	
11	Annual Load Factor	
12	Annual Overall Station Efficiency	
13	Other Details	

Note: This Table V-5 shall be completed/or each reference project separately (at least three projects of similar type and size which have been in successful operation for at least three years) as necessary. The Bidder shall complete this form for O&M sub-contractor as necessary.

5. INFORMATION REGARDING MAIN EQUIPMENT MANUFACTURER/SUPPLIER

(In Table V-7 and Table V-8, the Bidder shall provide the required information regarding the proposed manufacturers/suppliers of main equipment for the Project, up to a maximum of three (3) suppliers for each equipment category).

TABLE V – 7: List of Manufacturers/Suppliers of Main Equipment

Sr.#	Main Equipment	Name of Supplier	Country of Make	Address of Suppliers
1	Pelton Turbines	1)		
		2)		
		3)		
2	Francis Turbines	1)		
		2)		
		3)		
3	Generators	1)		
		2)		
		3)		
4	Interconnection Facilities	1)		
		2)		
		3)		
5	Transmission Facilities	1)		
		2)		
		3)		
6	Other Electrical Equipment	1)		
		2)		
		3)		

[PEDO to add other major equipment for a specific project, including those for the Fuel Plant if necessary].

TABLE V – 8: Reference for Main Equipment

Sr.#	Item	Information
1	Name of Project	
2	Location of Plant	
3	Name of Owner/Client	
4	Name of Power Purchaser	
5	Type, size and Main Parameters of the Equipment Used	
6	Type of Plant	
7	Year of Commissioning of Equipment	

Sr.#	Item	Information
8	Relevant Operational Parameters of Equipment	[e.g. hours of operation]
9	Other Details	

Note: This Table V-8 shall be completed/or each reference project separately (at least three projects) as necessary. The Bidder shall complete this Table V-8 for each type main equipment.

6. INFORMATION REGARDING PROJECT COMPANY/OWNER'S ENGINEER

(In Table V-9 and Table V-10, the Bidder shall provide the required information regarding the Project Company's or Owner's Engineer).

TABLE V – 9: General Information about Owner's Engineer

Sr.#	Item	Information
1	Name of Owner's Engineer	
2	Legal Form	[e.g. company, corporation, partnership, consortium, joint venture, individual]
3	Nationality / Country of Registration	
4	Home Office Address	
5	Telephone/Fax/Email	
6	Name and Position of Contact Person	
7	Address of Contact Person	
8	Telephone/Fax/Email of Contact Person	
9	Area of Main Business	
10	Number of Staff in Main Business	Engineers: Others:
11	Number of Power Projects successfully completed	

TABLE V – 10: Power Project Reference of Owner's Engineer

Sr.#	Item	Information
1	Name of Project	
2	Location of Plant	
3	Name of Owner	
4	Name of Power Purchaser	

Sr.#	Item	Information
5	Available Capacity of Plant	
6	Type of Plant	
7	Number and Rated Capacity of Units	
8	Principal Manufacturers of Major Equipment	
9	Commercial Operations Date of each Unit	
10	Duration of Construction Period	
11	Other Details	

Note: This Table V-10 shall be completed/or at least three (3) reference projects separately.

7. INFORMATION REGARDING ENVIRONMENTAL CONSULTANT

(The Bidder shall provide herein a description of the proposed Environmental Consultant for the period indicating, *interalia*:

- the name, nationality and address of the organization;
- the name, nationality and address of the project manager;
- the scope of work; and
- the relevant experience and qualifications of the organization and the project manager)

8. INFORMATION REGARDING INSURANCE ADVISOR

(The Bidder shall provide herein a description of the proposed insurance Advisor for the Project, including *interalia*:

- the name, nationality and address of the organization;
- the name, nationality and address of the lead person;
- the scope of work; and
- the relevant experience and qualifications of the organization and the lead person).

9. INFORMATION REGARDING LEGAL ADVISORS

(The Bidder shall provide herein a description of the local and foreign Legal Advisor to the Bidder or the Project Company, indicating, *interalia*:

- the name, nationality and address of the organization;
- the name, nationality and address of the lead lawyers;
- the scope of work; and
- the relevant experience and qualifications of the organization and the lead lawyers).

EXHIBIT – VI

EXCEPTIONS TO RFP DOCUMENTS

EXHIBIT – VI

EXCEPTIONS TO RFP DOCUMENTS

(Bidders are advised that any material modification to RFP documents may result in disqualification. If there are no exceptions, please so state for each document.)

1. EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE RFP (OTHER THAN APPENDICES)

(The Bidder shall list herein its exceptions to the RFP (other than Appendices) terms and conditions in adequate detail.)

2. TECHNICAL EXCEPTIONS TO THE RFP (OTHER THAN APPENDICES)

(The Bidder shall list herein its exceptions to the RFP (other than Appendices) in relation to technical description and requirements in adequate detail.)

3. EXCEPTIONS TO THE DRAFT PROJECT AGREEMENTS

3.1 Exceptions to the Draft IA

(The Bidder shall list herein its exceptions to the draft Implementation Agreement (IA) in adequate detail and all such the draft IA as Appendix 1, its Proposal showing its and Lender's required changes to the draft IA.)

Attached: Appendix I (Draft IA showing the Bidder's and Lender's required changes as listed above.)

3.2 **Exceptions to the Draft PPA**

(The Bidder shall list herein its exceptions to the draft Power Purchase Agreement (PPA) in adequate detail and attach the draft PPA as Appendix II to its proposal showing its and Lender's required changes to the draft PPA.)

Attached: **Appendix II** (Draft PPA showing the Bidder's and Lender's required changes, as listed above.)

EXHIBIT – VII

EXHIBIT – VII

BIDDER'S PROJECT SCHEDULE

1. BIDDER'S PROJECT SCHEDULE

(Bidder shall provide its detailed Bidder's Project Schedule which supports and confirms the Project Development Schedule contained in the RFP, starting from the establishment of the Project Company.

Bidder's Project Schedule shall be submitted in a PERT/CPM network format which shall address all the milestones shown in Table VII-1 and those additional milestones below for development, financing, engineering, procurement, shipping, construction and commissioning activities, necessary to demonstrate a complete and accurate knowledge of the Project, as well as the Bidder's knowledge of procedures and prevailing conditions in Pakistan.

The Bidder's Project Schedule shall address all details of the implementation of [the Project]. For all milestones in Table VII-1 below, the Bidder shall specify the day, month and year for commencing and completing the milestone. The list of milestones in this table is not intended to be inclusive, but rather to include appropriate milestones to allow PEDO to evaluate proposals. It is the Bidder's sole responsibility to identify and complete all the appropriate milestones necessary for the completion of the project whether included here or not. This includes the identification and acquisition of all necessary Consents.)

TABLE VII – 1: Bidder's Project Schedule

Milestone	Start Date	Completion Date
A. Assumption		
1. Issue of Letter of Support (LOS)		
B. Commencement of Project Development		
1. Incorporate Project Company		
2. Sign Project Agreement		

Milestone	Start Date	Completion Date
3. Submit EIA Study to PEDO 4. Obtain all necessary Consents and submit to PEDO.		
C. Financial Closing 1. Finalize Financing Documents and submit to PEDO. 2. Satisfaction of conditions precedent to loan disbursements and availability of funds. 3. Financial Closing 4. Posting of Letter of Credits under PPA.		
D. Drawdown and Construction Start 1. Equity and loan drawdown (at least 10% of total of each). 2. Mobilization advance (at least 10% of Project's total cost). 3. Issue of notice to proceed to contractor 4. Mobilization of Contractor to Site		
E. Engineering and Procurement 1. Preliminary Engineering 2. Detailed Engineering 3. Solicitation and Award of Contracts for Major Equipment. 4. Procurement of Turbines Hydro/Gas/Steam.		

Milestone	Start Date	Completion Date
5. Procurement of Generators 6. Procurement of Electrical Equipment 7. Procurement of Cooling Equipment 8. Procurement for Interconnection Facilities 9. Procurement for Transmission Facilities		
F. Civil Works 1. Site Preparation 2. Site Access and in-Site Roads 3. Completion of Major Civil Structures.		
G. Mechanical and Electrical Works 4. Delivery of Major Equipment (i.e. Turbines and Generators). 5. Erection and installation of Turbine <ul style="list-style-type: none"> ▪ Unit No. 1 ▪ Unit No.2 6. Completion of Interconnection and Transmission Facilities.		
H. Commissioning 1. Initial Synchronization 2. Reliability Run Test 3. Performance Test		

Milestone	Start Date	Completion Date
4. Available Capacity Test		
5. Scheduled Commercial Operations Date		

(Bidder to add or delete rows and adjust the number of Units, as necessary.)

2. BIDDER'S PERT/CPM PROJECT SCHEDULE

(Bidder shall provide herein PERT/CPM Project Schedule as back-up in its Project Schedule presented in Table VII-1).