

Pre-Qualification Document

for

**A [] MW (Installed Capacity)
Captive PowerPlant at
[Location of the Captive PowerPlant]**

(Including Evaluation Criteria for issuance of Letter of Interest)



Punjab Power Development Board
Energy Department
Government of the Punjab

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DEFINITIONS

Applicant / Sponsor	Any individual, company, body corporate, association of persons, which qualifies for small and medium enterprise (SME).
Bank Guarantee	Issued by scheduled bank from Pakistan with A- credit rating and acceptable to PPDB the standard draft of which is annexed hereto as Schedule I.
Capacity	means the capacity up to 25 MW of the Captive Power Plant or as amended from time to time with the approval of PPDB Board
Captive Power Plant (CPP)	means a power plant setup by small and medium business enterprise primarily for self-consumption
Consortium	Where the Sponsors are comprised of a group of individuals and/or Corporations who have submitted SOQ as per the requirements of this PQD, the Main Sponsor shall represent and bind all Applicant(s) / Sponsor (s) of the Consortium in all matters connected with the Project, including submission of SOQ on behalf of the Consortium.
Corporation	Includes companies, firms and such other legal entities duly incorporated under the laws of the country where such entities Head Office is situated and recognized as having legal personality under the laws of that country, whether in Pakistan or not.
Debt to Equity Ratio	Means, in relation to any given entity, the result obtained by dividing its Total Liabilities by its Equity
Due Date	[August 25, 2020] , being the last date for submission of SOQs to PPDB or such later date as may be extended by PPDB

Financial Closing	Means (a) the execution and delivery of the financing documents that (together with equity commitments) evidence sufficient financing for the construction, testing, completion and commissioning of the Project(following the resolution of any objections raised by PPDB to a term sheet or debt repayment schedule that sets out a principal repayment schedule and the other principal terms of the transaction between the Sponsor/Project Company and the lenders) and evidence of commitments for such equity as is required by the Sponsor/Project Company to satisfy the requirements of the lenders and the satisfaction of all conditions precedent for the initial availability of funds under the financing documents.
GOP	Government of Pakistan
GoPb	Government of the Punjab
Guidelines	The Guidelines for Development of Small Hydropower Projects Under Captive Mode 2020
SME	“SME” means small and medium enterprise having: a) employment size of up to two hundred and fifty (250) personnel; b) paid up capital minimum up to Pakistani Rupees twenty-five (25) million; and c) annual sales minimum up to Pakistani Rupees two hundred and fifty (250) million;
LLA	Land Lease Agreement the standard draft of which is annexed hereto as Schedule VI.
Lock-in Period	The general period of six years after the Commercial Operations date during which the CPP is restricted to sell or transfer shares other than exceptions as directed by the law or contracts.
LOI	Letter of Interest as described in the Policy the standard

	draft of which is annexed hereto as Schedule II.
LOS	Letter of Support as described in the Policy the standard draft of which is annexed hereto as Schedule IV.
Main Sponsor	If the Sponsors are a Consortium, one of the Sponsors designated as the Main Sponsor in the SOQ, having a lead role and possessing sufficient financial strength to hold at least 20% of the equity for establishment of CPP.
Net worth	Net worth is the sum of total assets less the sum of total liabilities <u>In the case of a Corporation</u>, the net worth will be determined on the basis of an average of the last three (3) years. <u>In the case of an individual</u> the net worth will be determined on the basis of his cash, liquid assets, deposits, Government securities, shares and property owned. Where immovable property is included in the total assets of an individual, the value of the property must be certified by an evaluator ranked in 'Category I' by the Banking Association of Pakistan (BAP). 60% (sixty percent) of the value of the total immovable property will be considered for purposes of determination of an individual net worth. In the case of foreign immovable property a reputable foreign evaluator acceptable to PPDB may certify the same. <u>In the case of a Consortium</u>, the collective Net Worth of all Applicant(s) / Sponsor (s) will be considered as Net worth of the Consortium which shall be calculated as per the procedure defined under "Collective Net worth".
PCA	Project Completion Agreement the standard draft of which is annexed hereto as Schedule V.
PCD	Project Completion Date, the date of completion of CPP

	under PCA in line with the approval of POE
LOI Performance Guarantee	Guarantee amounting to 100,000/- PKR Pakistani Rupees One Hundred Thousand Only issued by a scheduled bank from Pakistan with A – credit rating acceptable to PPDB, submitted by [the Sponsor/Project Company] in respect of [the Sponsor/Project Company]’s performance for successful Feasibility Study
LOS Performance Guarantee	Guarantee amounting to PKR 500 /kW issued by a scheduled bank from Pakistan with A – credit rating acceptable to PPDB, submitted by [the Sponsor/Project Company] in lieu / respect of [the Sponsor/Project Company]’s performance for achieving the financial close and execution of the PCA, LLA and WUA.
POE	Panel of Experts (POE) will be headed by MD PPDB and duly represented by the concerned department of the GoPb, Irrigation Department Punjab, Industries Department Punjab and Department of Environment Punjab.
Policy	Punjab Power Generation Policy-2019
PPDB	Punjab Power Development Board
PQD	This Pre-Qualification Document containing eligibility criteria for Pre-Qualification & ranking for issuance of LOI, basis for Disqualification and evaluation criteria for pre-qualification of Applicant(s) / Sponsor(s)
Project	“Project” means designing, engineering, procuring, constructing, owning, operating and maintaining CPP for captive use of SME
Project Commissioning Date (PCD)	The date on which the commissioning of the Plant will take place in accordance with the provisions of LOS.

Site	means the site with Small Hydro potential identified by the PPDB or by prospective sponsor(s) for development of CPP, for supply of power to small and medium enterprise
SOQ	The Statement of Qualifications to be submitted by the Applicant(s) / Sponsor(s), containing the information as set out and required under this PQD and including such additional/ supplemental information that may subsequently be provided to PPDB in response to a request by PPDB or otherwise provided here-under.
Sponsor	Means the developer of Captive Generating Plant for captive use of newly established or existing SME.
Term of Project	Will initially be for 30 years from the Project Completion Date. The Term is extendable with the approval of GoPb
Total Assets	Means, in relation to any entity, the number indicated as total consolidated assets (“Total Assets”) on such entity’s audited balance sheet, prepared in accordance with IAS or GAAP.
Total Liabilities	Means, in relation to any entity, the number indicated as total consolidated liabilities (“Total Liabilities”) on such entity’s audited balance sheet, prepared in accordance with IAS or GAAP.
WUA	Water Use Agreement the standard draft of which is annexed hereto as Schedule VII.

References to Sections and Annexures are references to Sections of and Annexures to this PQD.

1. General

1.1 Background

The Applicant(s) / Sponsor (s) will submit a proposal in terms of the Policy and the Guidelines for Development of Small Hydropower Projects Under Captive Mode 2020 (the “CPP Guidelines”) to develop the CPP after carrying out a feasibility study under the provisions of LOI and completing all other formalities as stipulated in the Policy.

1.2 Statement of Qualifications

Information provided in the SOQ will be examined by PPDB to evaluate the technical and financial strength of Applicant / Sponsor for the purposes of prequalification and award of LOI, in respect of the proposed CPP. The SOQ shall also include the requisite No Objection Certificate (NOC) if required from the Punjab Industries Department for establishment of new Industry and/or the existing Industry’s Performance Certificate for the use of generated energy from the proposed CPP. The evaluation will be carried out in terms of issued PQD.

1.3 Discretion

Notwithstanding anything contained herein, PPDB may in its discretion reject any or all SOQ without assigning any reason whatsoever and shall not be called in question at any Court of Law.

1.4 Currency Exchange Rate

All financial information provided in the submitted SOQ will be converted into equivalent Pak Rupees by using Currency Exchange Rate prevalent on the Due Date.

1.5 Interpretation & Final Determination

The interpretation and final determination of any matter relating to the PQD and all enclosed documents, sections, annexures, compliance documents etc. as well as any additional or supplementary information required by PPDB, will be at PPDB’s sole discretion which shall be final and binding on all Applicant(s) / Sponsor(s).

2. PRE-QUALIFICATION

2.1 Eligibility Requirements

The Applicant(s) / Sponsor(s) must fulfill all the following eligibility requirements, to the satisfaction of PPDB, for Pre-Qualification:

- (a) The Registered Applicant(s) / Sponsor(s) must submit complete information in this PQD to PPDB by the Due Date. In addition, the Applicant(s) / Sponsor(s) must submit all additional / supplemental information if requested for by PPDB during review of the SOQ.
- (b) If the Applicant(s) / Sponsor(s) are a Consortium, there must be a Main Sponsor authorized through a Power of Attorney executed by all other Consortium Sponsor(s) referred to in Section [5].
- (c) The Applicant(s) / Sponsor(s) must comply with all the requirements of this PQD.
- (d) The Net worth of the Applicant(s) / Sponsor(s) must be in accordance with Section 3.1.1(i).
- (e) The Net worth of the Main Sponsor must be in accordance with Section 3.1.1(ii).
- (f) The Applicant(s) / Sponsor(s) (or in the case of a Consortium one of the Sponsors) must have 'Experience of Projects' in accordance with Section 3.2.
- (g) The Applicant(s) / Sponsor(s) must have submitted and executed the Compliance Documents referred to in Section 5 in the form and manner prescribed and delivered by hand or through registered mail (registered mail shall reach within the prescribed time limit) to address mentioned in advertisement for pre-qualification or in document
- (h) The Main Sponsor in the SOQ will be required to hold at least 20% of the equity of the project company during the "lock-in-period". The Pre-Qualified Applicant(s) / Sponsor (s) must similarly together hold 51% of the equity for the same period.
- (i) When the Applicant(s) / Sponsor (s) is/are a new company specifically incorporated for submission of SOQ, the eligibility requirements shall be applicable to the shareholders of the new company rather than to the new company itself.

- (j) The Applicant(s) / Sponsor (s) must submit a comprehensive proposal for the raw site & business implementation proposal in accordance with section 3.2.2. & 3.2.3

2.2 Basis for Disqualification

The following may be the basis for disqualification of a Applicant(s) / Sponsor (s) by PPDB at any time/stage:

- (a) Applicant(s) / Sponsor(s) shall pay an amount of PKR 20,000/- for registration with PPDB and an amount of PKR 50,000/- to purchase PQD. Payments shall be made in the name of PPDB through a bank draft, cheque, cash and via online payment. [Details for bank draft and online payment]. The Payments shall be non-refundable.
- (b) If the Applicant(s) / Sponsor (s) fails to comply with any of the requirements of Section 2.1, in the time, form and manner prescribed;
- (c) Misrepresentation, withholding or concealment of information in the SOQ by the Applicant(s) / Sponsor (s);
- (c) If the Applicant(s) / Sponsor (s) fails to disclose or provide any additional information as may be required by PPDB during the evaluation and qualification process;
- (d) If the Applicant(s) / Sponsor (s) or any of the Sponsors of the Consortium have been declared bankrupt or insolvent in the last three (3) years; in or outside Pakistan
- (e) If the Applicant(s) / Sponsor (s) or any Sponsor of a Consortium is prohibited from doing business with Government on grounds which may include but are not limited to public policy or national interest;
- (f) Failure to report any material change in the SOQ following submission thereof;
- (g) A material change in the SOQ, without prior approval of PPDB, which results or may with the passage of time result in the disqualification in terms of this PQD.
- (h) When the Applicant(s) / Sponsor (s) is/are a new company specifically incorporated for submitting the SOQ the basis for disqualification shall be applicable to the shareholders of the new company rather than to the new company itself.
- (i) If any Applicant(s) / Sponsor (s) is engaged in litigation against any entity / functionary of Government in Power Sector, the SOQ submitted by such Applicant(s) / Sponsor (s) will not be considered for evaluation till conclusion of

such litigation. Process of pre-qualification will not be withheld due to such pending litigation.

- (j) If PPDB has cancelled LOI/award of project to any sponsor due to non-performance by the Applicant(s) / Sponsor (s).
- (k) When Applicant(s) / Sponsor (s) fails to provide Annexure-F1 (Declaration) in response to this PQD.
- (l) In case the bank credit references submitted by the Applicant with this PQD Document are not acceptable or satisfactory to PPDB or the credit rating of the Applicant is not satisfactory
- (m) In case the utilization of generated energy from the captive power plant is not in accordance with clause 11 of Guidelines.

3. Financial and Technical Requirement

For the purposes of Sections 2.1(d, e and f) the Applicant(s) / Sponsor (s) will have to fulfil the following minimum financial and technical requirements:

3.1 Financial Requirement

1. Notional Capital Cost

The notional capital cost shall be taken as Million PKR 0.1/ kW

2. Net worth

- (i) The Net worth of the Applicant(s) / Sponsor (s) must not be less than 1.5 times of the equity component (the “Equity”) of the notional capital cost (the “Capital Cost”) of the Project.

- (ii) The Main Sponsor must also have a Net worth at least equal to the Equity in the Capital Cost of the Project.
- (iii) For calculation purposes;
 - (a) The Capital Cost of the Project should be taken in PkR as given in Section 3.1.1
 - (b) The Equity as 20% of the Capital Cost of the Project.

3.2 Technical Requirement

3.2.1 Experience of Project

The Applicant / Sponsor applying for a project shall engage a reputable consultant for conducting feasibility study of the CPP clearly delineating the EPC details along with the make and type of turbine generator set and obtain the approval of POE. This approval of POE will be followed by the Applicant / Sponsor duly allowed by PPDB Board.

Furthermore, Experience of projects shall include successful experience of acting in one or more of the following roles, in power or industrial project(s):

- Project Developer
- Civil/Mechanical/Electrical Contractor Majority Share holder
- Operation and Maintenance.

Information in respect of Section 3.2.1 must be provided in the form attached in Annexure 'C' accompanied with supporting documentary evidence in the form of Affidavit on a format provided at Annexure 'E'.

3.2.2 CCP Raw Site Proposal

The Sponsor shall submit the comprehensive raw site proposal for development of captive hydropower plant.

3.2.3 Business Implementation Approach

The Sponsor shall submit the comprehensive business implementation proposal for development of SME / Industry.

4. Financial Statement Data

The Sponsor shall submit the following information to PPDB as part of the SOQ:

- (a) In the case of Corporations, audited Financial Statements for the last consecutive three (3) years, duly audited by a reputable firm of qualified accountants, which shall consist of consolidated Financial Statements in case the Applicant(s) / Sponsor (s) is/are a holding company. Similar financial information for any parent company, affiliates and associated undertakings / companies should also be included / accompanied with supporting documentary evidences.
- (b) In the case of individuals, details of cash, liquid assets, deposits, government securities, shares and property owned;

Either:

- (i) Bank credit references from at least one (1) banks of repute acceptable to PPDB. Credit references from banks should clearly state on the letterhead of the Bank at least each of the following: (a) the period of dealing with the bank, (b) facilities availed, (c) present outstanding amounts under each facility and (d) confirmation that there is no event of default;

OR

- (ii) Credit rating of “A” or above assigned by a reputed / recognized credit rating agency acceptable to PPDB.

In case, Financial Statements are not in English, a translation of the same in English complete in all respects shall be provided by the Applicant(s) / Sponsor (s). English translated version shall be certified by Pakistan Counsel or Vice-Counsel or representative of the Government of Pakistan in the country of origin.

For avoidance of doubt, a complete set of Financial Statements includes a balance sheet, an income statement and a statement showing either: (i) all changes in equity, or (ii) changes in equity other than those arising from capital transactions with owners and distributions to owners; cash flow statement and accounting policies and explanatory notes. Financial Statements, missing any one of these integral parts, will not be acceptable.

5. Compliance Documents

5.1 Formats

The Compliance Documents referred to below, duly completed in the forms attached, accompanied with supporting documentary evidence shall be submitted by all Applicant(s) / Sponsor (s) as part of the SOQ through courier only.

<u>Annexure</u>	<u>Compliance Document</u>
Annexure A	SOQ Letter
Annexure B	Financial Statement Data
Annexure C	Experience of Power or Industrial Project (i) Technical Proposal of power project delineating the EPC details prepared by a reputable consultant (ii) Experience requirement is given in Section 3.2.1
Annexure D1	Power of Attorney (if applicable)
Annexure D2	Power of Attorney (if applicable)
Annexure E	Affidavit of Applicant(s) / Sponsor(s)
Annexure F-1	Declaration
Annexure F-2	Consortium Agreement
Annexure G	Legal Opinion
Annexure H	Criteria for Evaluation of SOQ
Annexure I	NOC / Performance Certificate from Industries Department as the

case may be

5.2 Consortium Agreement

In addition to the above in the case of a Consortium the Applicant(s) / Sponsor(s) are required to submit to PPDB, as part of the SOQ, an Agreement between all the Consortium members clearly stating:

- (a) The percentage (%) of each of the Consortium Applicant(s) / Sponsor(s)' equity stake in the Project;
- (b) The role of each Applicant / Sponsor in the Consortium;
- (c) Main Sponsor's obligation to subscribe to not less than twenty percent (20%) of the total issued and paid up share capital of the project company and maintain such shareholding from issuance of the Letter of Support till the [sixth (6th) anniversary of successful PCD of the CPP]; and;
- (d) The Consortium Applicant(s) / Sponsor(s) shall together hold at least fifty one percent (51%) of the total issued and paid up share capital of the project company and maintain such shareholding from the issuance of the Letter of Support until the [sixth (6th) anniversary of PCD of the CPP].
- (e) Where the Consortium Agreement is governed by a law other than Pakistani law, PPDB will require a legal opinion from a law firm, acceptable to PPDB, qualified to issue opinions from the law governing the Consortium Agreement, confirming that the Consortium Agreement is legal, valid, binding and enforceable.

5.3 Foreign Instruments

All Powers of Attorney and Affidavits executed outside of Pakistan must be:-

- (a) Notarized by notary public in the country where such document/ instrument has been executed
- (b) Attested / endorsed by the Pakistani Embassy / High Commission / Consulate in such country and
- (c) Attested by/ registered with the Foreign Office in Pakistan.

6. SUBMISSION OF SOQ

6.1 Timing, Number of Copies and Filing Requirements

Applicant(s) / Sponsor (s) must submit an original and 2 (two) copies of its SOQ within the Due Date to PPDB at the following address through courier only:

Managing Director

Punjab Power Development Board

Energy Department

1st Floor, Irrigation Secretariat, Old Anarkali, Lahore, Punjab, Pakistan

Ph. +92-042-99213879, 99213877 Fax. +92-042-99213875

Email: ppdb.dh@energy.punjab.gov.pk

Each SOQ shall be in English accompanied by the supporting documents. Should any original supporting documents not be in English a certified translation of the same in English shall be provided by the Applicant(s) / Sponsor (s). Submission of SOQ through fax, e-mail, cable & telegram will not be accepted.

6.2 Sealing and Marking of SOQ

In order to avoid the possibility of loss of the contents of an SOQ due to a rupture, all the SOQ should be enclosed in a sealed envelope which itself should be enclosed in another envelope. Both the inner and outer envelopes must be marked with the full address as shown above and also be labelled as follows:

- Commercial Papers
- Does not contain Merchandise
- Company Statement of Qualification Form
- Main Sponsor's name and contact person
- Address
- Telephone Number
- Fax Number

6.3 Additional Information/Queries

Additional information/queries (if required) regarding the submission of proposals for the Project can be obtained from:

Managing Director

Punjab Power Development Board (PPDB)

Energy Department

^{1st} Floor, Irrigation Secretariat,

Old Anarkali, Lahore.

Ph. +92-042-99213877, 99213885 Fax. +92-042-99213875

7. Material Change

- (a) Applicant(s) / Sponsor (s) must immediately report to PPDB in writing any material change in the information provided in their SOQ (including any information relevant to any Consortium Sponsor). The consideration of material change shall be in PPDB's sole and exclusive discretion. Any failure to report such material change shall constitute grounds for disqualification. The material change itself could also lead to disqualification of the Applicant(s) / Sponsor (s).
- (b) No significant change in the ownership or control of the Applicant(s) / Sponsor (s) shall be allowed at any time without the prior written consent of PPDB. In giving such consent PPDB may require the submission of modified SOQ by the Applicant(s) / Sponsor (s) to be re-evaluated under the terms and conditions of this PQD.

8. EVALUATION OF SOQ

8.1 Evaluation

The Compliance Document of the all Sponsors, as demonstrated in the Applicant(s) / Sponsor (s) SOQ, will be examined and evaluated by PPDB, in line with the Policy, to determine as to whether the Applicant(s) / Sponsor (s) / Partners(s) will ultimately be eligible for development of the Project in the Province of Punjab. The Sponsor ranked 1st

after the evaluation of SOQ, consequent upon approval of the PPDB and submission of Bank Guarantee in terms of the Policy, shall be recommended for issuance of LOI for completing the feasibility study and award of site for development of CPP. The Sponsors will have to meet the standards and milestones stipulated in the LOI.

8.2 Supplementary Information

Where PPDB deems it necessary, it may request supplementary information or documentation from Applicant(s) / Sponsor (s) and whenever such request is made the Applicant(s) / Sponsor (s) shall provide the same to PPDB by such date as may be specified by PPDB.

8.3 Return of SOQ

PPDB shall be under no obligation to return any SOQ or supporting materials submitted by Applicant(s) / Sponsor (s).

8.4 No Reimbursement of Costs

PPDB shall not entertain any claim, nor shall it reimburse the Applicant(s) / Sponsor (s) for any costs incurred, including but not limited to, the registration, purchase, submission, or any other costs associated with or incidental thereto with this PQD.

9. INTIMATION OF APPROVAL

The Sponsor pre-qualified under the provisions of this PQD and approved by PPDB Board for issuance of LOI, shall be intimated through Notice to Proceed conveying declaration successful Applicant(s) or Sponsor(s) to complete the procedural requirements for issuance of **a site allocation/ acquisition letter, earmarking site for the Project and an LOI** by submitting a LOI Performance Guarantee of PKR 100,000/- for conducting of project feasibility study. The LOI Performance Guarantee shall be valid for a period of nine (9) months from the date of its issuance.

10. ISSUANCE OF LETTER OF INTEREST (LOI)

LOI will be issued for completion and approval of feasibility study within three (3) months by the Panel of Experts (POE) appointed by PPDB.

Provided the Sponsor is diligently pursuing the conduct of feasibility study, extension for conduct feasibility study, up to three months, may be granted by PPDB Board upon recommendations of POE. In which case the Sponsor/ Project Company shall be responsible to extend the validity of the LOI Performance Guarantee as and when required, under and in accordance with the terms of the LOI i.e. in double the original amount and valid beyond six months of the extended LOI period. In the event of non-compliance of timelines / terms of LOI and relevant requirements of the Guidelines, the LOI Performance Guarantee shall be encashed and the LOI shall be terminated with the approval of PPDB Board.

The feasibility study will determine site development viability and will also include the following:

- (i) Technical viability of the site in terms of simulation studies, flow models, resource availability, resource mapping
- (ii) Plant layout for the generation of electric power including technology, equipment, and plant factor
- (iii) Suitability of the Project to provide electricity to proposed or existing SME
- (iv) Safe, reliable and sustainable operations shall be ensured
- (v) Environmental compliance under applicable law(s)
- (vi) Required project construction and completion time

In case the POE decides that the project is non-feasible or financially non-viable, the LOI will be cancelled and the LOI Performance Guarantee will be returned to the Sponsor/ Project Company with the approval of PPDB Board.

After approval of feasibility study by the POE, the Sponsor will be required to submit Performance Guarantee for issuance of LOS within a period of one (1) month of the approval of the feasibility study. In case the Sponsor fails to submit the LOS Performance Guarantee, as described above, the respective LOI Performance Guarantee shall be encashed and LOI shall be terminated with the approval of PPDB Board.

11. ISSUANCE OF LETTER OF SUPPORT (LOS)

Upon approval of feasibility study and submission of LOS Performance Guarantee amounting to PKR [500] / kW, LOS will be issued with the approval of PPDB Board. Pursuant to the terms and conditions of the LOS, the Sponsor shall be responsible for achieving the Financial Closing and executing Project Agreements including Project Completion Agreement (PCA), Water Use Agreement (WUA) and Land Lease Agreement (LLA) within a period of six (6) months. A onetime extension of up to three (3) months due to reasons beyond control of the Sponsors may be accorded with the approval of PPDB Board.

Upon submission of LOS's Performance Guarantee, LOI Bank Guarantee submitted by the Sponsor will be returned. **The Sponsor will be required cause the execution of the Project Agreement, achieve Financial Close, start construction within one (1) month of the Financial Close and achieve Project Commissioning Date.** The Sponsor will be required to maintain validity of the Performance Guarantee of a period of twelve (12) months. Arrangement of project financing, within the validity of LOS, will be sole responsibility of the Sponsor.

In case the Sponsor fails to start construction at site within one (1) month of expiry of LOS, the respective LOS Performance Guarantee will be encashed. In case the Sponsor commences construction to the satisfaction of PPDB then the LOS's Performance Guarantee shall be returned.

The Sponsor / Project Company shall achieve Financial Closing no later than the Financial Closing Date failing which the Performance Guarantee shall be en-cashable by the PPDB. In addition to the stipulation regarding achievement of financial close, the Performance Guarantee shall also become en-cashable upon failure of the Sponsor / Project Company to execute any of the Project Agreements including (but not limited to) the PCA and upon failure to commence construction within (1) month of expiry of the LOS.

Until Financial Closing, the LOS and the provisions of the Project Agreements which have become effective upon signing and execution of the Project Agreements, shall govern the Project and supersede all understandings, documents and agreements. In the event of any conflict between this LOS and the provisions of the Project Agreements which have become

effective upon signing, this LOS shall prevail. After Financial Closing, the Project Agreements shall supersede the LOS.

12. Project Completion Agreement (PCA)

The Project construction will take place under the PCA. The term of which will be thirty (30) years subject to extension of PCA on mutually agreed terms and conditions. The Sponsor will be required to commence the construction of the Captive Power Plant within one (1) month of expiry of LOS. In case of new SME, establishment of SME, in parallel, will be carried out under the provisions of the Project Completion Agreement. In this regard The SME shall be required to submit a PCA Performance Guarantee.

The Sponsor / Project Company, in terms of the PCA is to ensure timely commencement, and completion of construction. In addition to the same it is also to ensure in terms thereof that the Project Commissioning Date is strictly adhered to. In case the Sponsor / Project Company delays, fails or defaults to achieve the Construction Start, Completion of Construction and Project Commissioning of CPP the PPDB shall be entitled to encash the PCA Performance Guarantee.

The Sponsor / Project Company shall be under sole obligation and responsibility for achievement of the targets as stated above failing which the PPDB shall be at liberty to initiate and agitate all contingent rights arising out of such failure as stipulated under this PQD, the LOI, the LOS as well as the PCA.

13. Land Lease Agreement

GoPb shall lease for the Term of the Project the available government land under the LLA, if required by the project, for permanent structures of Project for installation of Captive Power Plant. Acquisition of any private land, if required by the Plant, will be sole responsibility of the Sponsor/Project Company. The term of the LLA will be for thirty (30) years from the Financial Close.

14. Water Use Agreement

The Sponsor/Project Company shall sign a WUA with the GoPb irrigation department to agree upon the Water Use Charges and other rights and duties of the parties related to water availability and utilization. The term of the WUA will be for thirty (30) years.

15. Discharge and Exemption

The GoPb including PPDB, its consultants, advisors and personnel, are completely and unconditionally exempted and discharged from any responsibility or liability for the decisions that may be made with respect to Applicant(s) / Sponsor(s) that submit SOQ; their Pre-Qualification hereunder and GoPb, PPDB, its consultants, advisors and personnel shall not be liable for any such actions and shall be under no obligation to inform the Applicant(s) / Sponsor (s) of the grounds for disqualification.

16. Use of Information

Permission for disclosure of information submitted by Applicant(s) / Sponsor (s) as part of the SOQ is not required for the release of information to GoPb including PPDB, its consultants, advisors and personnel for the purpose of Pre-Qualification and evaluation.

17. Governing Law

This PQD will be governed by and construed in accordance with all applicable Laws of Pakistan.

Annexure-A

SOQ Letter

Managing Director

Punjab Power Development Board (PPDB)

Energy Department

1st Floor, Irrigation Secretariat, Old Anarkali,

Lahore.

The undersigned.

Last Name: _____

First Name: _____

Title/Position: _____

Company: [_____ Application _____] (the “Main Sponsor”)

[In case of consortium: the consortium consists on following consortium partners

a. _____[Main Sponsor]

b. _____[Sponsor]

Acting as the legal representative of [_____

Applicant Consortium _____] (the “Applicant”) pursuant to the [power of attorney] [powers of attorney] attached hereto as SOQ Form 3, located at the following address:

Address: _____

Telephone: _____

Fax: _____

Email: _____

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

1. This Statement of Qualifications (“SOQ”) Letter, along with all its attachments listed in SOQ form hereto, forms our SOQ and is submitted in order to get our CPP site proposal of development [an integrated] [----MW] in Punjab, be considered by a committee as given in the Punjab Power Generation Policy, 2019, All capitalized terms used herein shall have the

meanings assigned to such terms in the Punjab Power Generation Policy,2019.).

2. We certify that: (i) the information submitted as part of this SOQ is complete and accurate and legally binding upon [individual Applicant or members of the consortium]; (ii) we will be bound severally and jointly to (a) this SOQ, (b) the terms of the Proposal submitted with PPDB along with this SOQ, (c) (i) we accept the documents, terms and Conditions of the PQD; and (ii) we will pay all fees as described in Punjab Power Generation Policy 2019, and advised by PPDB.
3. We understand the criteria and process for evaluation of SOQ established in this PQD, and acknowledge that PPDB is not obliged to accept our SOQ and/or accept our Proposal based on this SOQ and may at any time reject our SOQ or cancel the pre-qualification process at its sole discretion and that PPDB shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
4. PPDB and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this SOQ, and to seek clarification from our bankers and clients regarding and financial and technical aspects. This SOQ letter will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information to provide such information provided in this SOQ or with regards to the resources, experience and competence of the Applicant.

In [location], on this [date]

The Main Sponsor duly authorized to execute the SOQ for and on behalf of the Applicant [consortium]:

Authorized signature and seal

C N.I.C. / Passport No.

Annexure-B

Financial Statement Data

Name of Sponsor (Individual/Corporation/Consortium Sponsor)					
<i>(All figures in USD or equivalent Pak Rupees)</i>					
Sr. #		2017	2018	2019	Average
1	Current assets				
2	Cash and cash equivalents				
3	Other current assets				
4	Fixed assets				
5	Other assets (please specify)				
6	Total assets				
7	Current liabilities				
8	Long-term liabilities				
9	Other liabilities				
10	Total liabilities				
11	Net Worth (6 minus 10)				
12	Shareholders' equity				
13	Paid up capital				
14	Retained earnings				
15	Others (please specify)				
16	Other Reserves (please specify)				

17	Operating Results				
18	Revenues				
19	Gross profit				
20	Income before interest and tax				
21	Financial charges				
22	Tax				
23	Net profit after tax				
24	Dividends paid				

Annexure-C

----- [Name] Project

Experience of Project

The Sponsor, or each of the Sponsors in the case of a Consortium, shall provide the required information regarding the Experience of Power Projects in Table C-1. The information provided herein will be used by PPDB to assess the Applicant(s) / Sponsor (s) qualifications required under Section 3.2 of the PQD. Only projects successfully commissioned will be considered for Pre-qualification of Applicant(s) / Sponsor (s). “Experience of Projects” shall include experience of acting as all or one of the following:

- Project Developer
- Construction Contractor
- Majority Share holder
- Operations Manager

The Sponsor, or each of the Sponsors in the case of a Consortium, must fill Table C-1 below separately for each project completed by it accompanied with supporting documentary evidence.

Table C-1: Experience of Projects		
Name of Sponsor (Individual/Corporation/Consortium Sponsor)		
(_____[Name of previous project] Power Project)		
No.	Item	Information
1	Name of the Sponsor	
2	Applicant(s) / Sponsor (s) role in the project completed	i.e. Project Developer, Construction Contractor, Majority Shareholder or Operations Manager
3	Name of Project	
4	Applicant(s) / Sponsor (s) share in the equity of the completed project (if applicable)	
5	Location of plant	

6	Name of owner (including contact person,	
7	Name of power purchaser	
8	Capacity of plant	
9	Type of plant	
10	Fuel of plant	
11	Number and rated capacity of units	
12	Status of plant	(Under construction or Commissioning/completed)
13.	Number of Years of successful operation	Total number of years_____ from_____ to _____.
14	Principal manufacturers of major equipment	
15	List of specific major tasks/services	
16	Date of award of project	
17	Duration of construction period	
18	Project Commissioning Date	
19	Total capital cost of project	
20	Companies and institutions who financed the project	[names and amount, required if the Applicant(s) / Sponsor (s) were equity partners in the project]
21	Value of contract	[amount in PKR required if Applicant(s) / Sponsor (s) were a contractor]
22	Any other details	

Annexure D-1

Power of Attorney

[**IMPORTANT NOTICE:** Power of Attorney to be printed on stamp paper, signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card (“NIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached and Section 5.3 referred to for possible instructions.]

Instructions for Applicant(s) / Sponsor (s):

If the Sponsors are a Consortium each Sponsor of the Consortium (other than the Main Sponsor) shall furnish a Power of Attorney authorizing the Main Sponsor to act and receive instructions on behalf of all the Consortium Sponsors and to submit the SOQ for and on their behalf.

KNOW BY ALL MEN THAT by this Power of Attorney (“**Power of Attorney**”), _____[*Insert name of Consortium Sponsor*] having its registered office at [□], does hereby nominate, appoint and authorize _____ [the Main Sponsor] having its registered Head Office at [□] hereinafter referred to as the “**Attorney**”, to:

- (i) Sign and submit to Punjab Power Development Board (PPDB), or its authorized nominee the Statement of Qualifications and all other documents and instruments (“**SOQ**”) required to submit a Captive Power Project of approximately -----MW capacity located at -----;
- (ii) Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- (iii) Do and carry out all other actions as may be required by PPDB in connection with the Project;
- (iv) To immediately notify PPDB in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

_____ [*Insert name of Consortium Sponsor*] does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

1. _____

For:

2. _____

By:

Its:

NOTARY PUBLIC:

Annexure D-2

Power of Attorney

[IMPORTANT NOTICE: Power of Attorney to be printed on stamp paper, signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card (“NIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached and Section 5.3 referred to for possible instructions.

Instructions for Applicant(s) / Sponsor (s):

1. If the Sponsor is not a Consortium, it will furnish a Power of Attorney authorizing the person who signs the SOQ Letter and other documents forming parts of the SOQ to sign for and on behalf of the Main Sponsor and to bind the Main Sponsor to the signed SOQ and any subsequent agreement.
2. If the Sponsors are a Consortium, each Sponsor of the Consortium (including the Main Sponsor) shall furnish a Power of Attorney authorizing the person or persons who sign(s) the SOQ Letter and other documents forming parts of the SOQ to sign for and on behalf of all of the Sponsors and to bind the Sponsors to the signed SOQ and any subsequent Agreements.)

KNOW BY ALL MEN THAT by this Power of Attorney (“**Power of Attorney**”), _____[Insert name of Consortium Sponsor] having its registered office at [□], does hereby nominate, appoint and authorize Mr. _____ S/o of _____, r/o _____ (whose specimen signature appears below) on behalf of _____ [Insert name of Consortium Sponsor] hereinafter referred to as the “**Attorney**”, to :

- (i) Sign and submit to Punjab Power Development Board (PPDB), or its authorized nominee the Statement of Qualifications and all other documents and instruments (“SOQ”) required to submit a Captive Power Project of approximately -----MW capacity located at -----;
- (ii) Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing;
- (iii) Do and carry out all other actions as may be required by PPDB in connection with the Project, and
- (iv) To immediately notify PPDB in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

_____ *[Insert name of Consortium Sponsor]* does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

1. _____

For:

2. _____

By:

Its:

NOTARY PUBLIC:

(Specimen Signature of Authorized Attorney)

Annexure-E

Affidavit of Applicant(s) / Sponsor (s)

[**IMPORTANT NOTICE:** Affidavit to be printed on stamp paper, signed and notarized]

Instructions for Sponsor: Every Sponsor (including each Sponsor of a Consortium) must submit an Affidavit.

AFFIDAVIT OF {Name of Sponsor (Individual/Corporation)}

[] DESIGNATION OF/HEAD OFFICE [] RESIDENT OF /LOCATED AT []

I the above-named deponent do hereby solemnly declare and affirm on oath as under:

1. That [*insert name of Consortium Sponsor/ Individual*] is not presently under default with any financial institution and has not been declared as bankrupt or insolvent under the laws of any country which has jurisdiction over [*insert name of Consortium Sponsor/ Individual*] in the last three (3) years.
2. (Only the Main Sponsor is required to submit this point) That the Main Sponsor does not own more than 25% of the total generation capacity in Pakistan at the time of submission of SOQ.
3. (Only the Main Sponsor is required to submit this point). That the Main Sponsor hereby commits irrevocably in the SOQ to hold at least twenty percent (20%) of the equity of the project company during the “lock-in-period” which will be from the issuance date of the Letter of Support until the sixth anniversary of the successful commissioning of the plant.
4. That the Applicant(s) / Sponsor (s) hereby commit in the SOQ to provide collectively fifty one percent (51%) of the total equity in the Project and to hold such minimum equity from the date of the LOS to the sixth anniversary (6th) of the Commercial Operations Date of the Project, if the Applicant(s) / Sponsor (s) were to be selected as the successful Pre-Qualified Sponsor.
5. That within its shareholders, owners and companies there is no individual working for PPDB, GoPb or WAPDA and DISCOs.

Deponent

Verification

Verified on oath this day/month of [], 2020 at [] that the contents of this Affidavit are true and correct to the best of my knowledge and belief and that nothing has been concealed therein.

Deponent

ANNEXURE F-1

DECLARATION

[IMPORTANT NOTICE: Declaration to be printed on stamp paper singed and notarized from country origin]

Sponsor (Instructions for Sponsor: Every Sponsor (including each partner of a Consortium) must submit a Declaration).

Declaration of [Name_____ Company_____ Designation having its registered office_____]

I the above-named deponent do hereby solemnly declare and affirm on oath:

That [*insert name of Consortium Partner/ Individual*] is not presently involved in any litigation against any entity / functionary of Government in Power Sector.

That [*insert name of Consortium Partner/ Individual*] has not committed any misrepresentation and concealment of information in the SOQ.

That [*insert name of Consortium Partner/ Individual*] is not blacklisted / restrained to operate in power sector anywhere.

That the information provided in Annex B & C is true and correct to the best of my knowledge and belief and that nothing has been concealed therein.

Signature _____

Designation-----

Company Seal_____

CNIC/Passport

NO_____

ANNEXURE F-2
CONSORTIUM AGREEMENT

Instructions for Sponsors: (Only applicable in the case of a Consortium). The Consortium Agreement inter-se the Sponsors must be submitted to PPDB. Please see Section 5.2 for instructions.

ANNEXURE G

LEGAL OPINION ON CONSORTIUM AGREEMENT

Instructions for Sponsors: (Only applicable in the case of a Consortium). A legal opinion on Consortium Agreements governed by a law other than Pakistani law must be submitted to PPDB. Please see Section 5.2 (e) for instructions.

Annexure-H

Criteria for Evaluation of SOQ

Description	Score
Financial Strength	60
Technical Strength	30
CPP Implementation Approach	10
Total Strength	100

Note: Minimum overall qualifying score is 65%.

1. FINANCIAL STRENGTH EVALUATION CRITERIA

For determination of the financial strength score (“Net Worth”, “Borrowing Power” “Assets Base”) and “Liquidity Ratio” of an Applicant, the collective financial strength of the Applicant(s) / Sponsor (s), will be reckoned in accordance with the percentage equity contribution of each Consortium member prescribed in the Consortium Agreement.

Financial Strength Score will be obtained by adding scores achieved in subcategories “Net Worth”, “Liquidity Ratio”, “Borrowing Power” and “Assets Base”. For this purpose, following weighted average formula will be used for each Applicant:

$$\text{Applicant's Financial Strength Score} = A(nw) + A(bp) + A(ab) + A(lr)$$

Where;

Sr.#	Description	Score
1.	Net Worth Score of the Applicant A(nw)	30
2.	Borrowing Power (Debt to Equity Ratio) Score of the Applicant	10

	(Abp)	
3.	Asset Base Score of the Applicant A(ab)	10
4.	Liquidity (Current Ratio) Score of the Applicant A(lr)	10
Total Financial Score		60

1.1 Net Worth Score of the Applicant A(nw) 30 Marks

Description	Marks
Collective Net worth of the Applicant is equal to 1.5 time the Equity	20
Collective Net worth of the Applicant is greater than 1.5 time the Equity but less than 2 time the equity	25
Collective Net worth of the Applicant is greater than 2 time the Equity	30

Note: In the case of a Consortium, the total Net Worth will be the weighted sum of Net Worth of all Sponsors, in-accordance with their committed percentage equity contribution in the Consortium as described in the Consortium Agreement.

1.2 Borrowing Power (Debt to Equity Ratio) Score of the Applicant 10 Marks

In case of single Applicant, Borrowing Power Score will be ascertained by deducting Debt to Equity Ratio from One and multiplying with allocated marks i.e. 10.

For ascertainment of Debt to Equity Ratio;

- (i) Calculation of debt: Total Liabilities of the Main Sponsor multiplied by its %age contribution in the consortium plus Total Liabilities of each member of the Consortium multiplied by their respective %age contribution in the consortium as provided in the Consortium Agreement shall be taken into account; and,
- (ii) Calculation of equity: Net Worth of the Main Sponsor multiplied by its %age contribution in the consortium plus Net Worth of each member of the Consortium multiplied by their respective %age contribution in the consortium as provided in the Consortium Agreement shall be taken into account.

In case of more than one Applicant, the Applicant with the lowest Debt to Equity Ratio shall obtain full marks. The Borrowing Power Score, in case of more than one Applicant, shall be calculated as under:

$$\text{Borrowing Power Score} = A (bp) = (Lr / DER) \times 10$$

Where;

Lr = lowest Debt to Equity Ratio of an Applicant amongst all the competing Applicants

DER = Debt to Equity Ratio of the Applicant.

1.3 Asset Base Score of the Applicant A(ab) 10 Marks

In case of single Applicant, it must possess Asset Base (Total Assets) equal to Equity of the Project for achieving full marks. In case of consortium, for ascertainment of Total Assets of the Applicant sum of Total Assets of the Main Sponsor multiplied by its %age contribution in the consortium plus Total Assets of each member of the Consortium multiplied by their respective %age contribution in the consortium as provided in the Consortium Agreement shall be taken into account.

In case of more than one Applicant, the Applicant with the highest Total Assets shall obtain full marks. The Asset Base Score, in case of more than one Applicant, shall be calculated as under:

$$\text{Asset Base Score} = A (ab) = (V / Hab) \times 10$$

Where;

V = Total Assets of the Applicant

Hab = highest Total Assets of an Applicant amongst all the competing Applicants

1.4 Liquidity (Current Ratio) Score of the Applicant A(lr) 10 Marks

In case of single Applicant, it must possess net Current Assets (Current Assets minus Current Liabilities) equal to 04 (four) % of the Capital Cost for achieving full marks. For ascertainment of Current Ratio;

- (i) Sum of Current Assets of the Main Sponsor multiplied by its %age contribution in the consortium plus Current Assets of each member of the Consortium multiplied by

their respective %age contribution in the consortium as provided in the Consortium Agreement shall be taken into account; and,

- (ii) Sum of Current Liabilities of the Main Sponsor multiplied by its %age contribution in the consortium plus Current Liabilities of each member of the Consortium multiplied by their respective %age contribution in the consortium as provided in the Consortium Agreement shall be taken into account.

In case of more than one Applicant, the Applicant with the highest Current Ratio shall obtain full marks. The Liquidity Score, in case of ranking of more than one Applicant, shall be calculated as under:

$$\text{Liquidity Score} = A (lr) = (LR / Hr) \times 10$$

Where;

LR = Current Ratio of the Applicant

Hr = highest Current Ratio of an Applicant amongst all the competing Applicants

2. TECHNICAL STRENGTH EVALUATION CRITERIA

- a) The Total Technical Strength Score shall be assessed on the following components:

Sr.#	Description	Score
1	Project development Experience / Consultant's experience Power Project Development and its annual turnout	10
2	Project operation and Maintenance Experience / Standard equipment employed and experience not less than five (5) years	10
3	CCP Raw site Proposal	10
Total Technical Score		30

2.1 Project Development Experience

A maximum of two (2) power projects shall be considered for evaluation in case of more than one Applicant(s) / Sponsors(s), each project will secure 50% marks against Power Project Development Experience .The breakup of scoring is as under:

No of Projects	Marks
2	10
1	5

In case of single applicant full marks will be awarded to one project.

2.2 Project Operation& Management Experience

A maximum of two (2) power projects shall be considered for evaluation in case of more than one Applicant(s) / Sponsors(s), each project will secure 50% marks against Power Project O&M Experience .The breakup of scoring is as under:

No of Projects	Marks
2	10
1	5

In case of single applicant full marks will be awarded to one project.

2.3 CCP Raw site proposal

Raw site score ten (10) will be obtained as per following provided details

Sr. No.	Description	Marks
1	Project Name/Identification	2
2	Project Location	2
3	Proposed Capacity and Plant Factor	2
4	Basic Outline of Structures and Plant	2
5	Time lines for conduct of feasibility study	2

2.4 Business Implementation Approach

Business Implementation Approach Score ten (10) will be obtained by adding scores achieved in sub-categories “Understanding of Project Development”, “Timelines of Major Milestones”, “Methodology” and “Project Development Setup”.

Evaluation of for proposed CPP Proposal Score will be made as follows;

Sr. No.	Description	Marks
1	Understanding of Project Development	3
2	Timelines of Major Milestones	2
3	Methodology	3
4	Project Development Setup	2

Note: In the event, more than one Applicant(s) / Sponsors(s) obtains equal score, then preference will be given to the Applicant / Sponsor having domicile of the district of proposed CPP & Existing SME

[Schedule I: Standard Draft of LOI Bank Guarantee]

[Schedule: II: Standard Draft of LOI]

[Schedule III: Standard Draft of LOS Performance Guarantee]

[Schedule IV: Standard Draft of LOS]

[Schedule V: Standard Draft of Project Completion Agreement (PCA)]

[Schedule VI: Standard Land Lease Agreement (LLA)]

[Schedule VII: Standard Draft of Water Use Agreement (WUA)]