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**Jabori Hydropower Project (Direct Supply of Electricity)**

**Located in Mansehra District, Khyber Pakhtunkhwa,  
Pakistan**

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**PREQUALIFICATION DOCUMENT**  
**INSTRUCTIONS TO PROSPECTIVE BIDDERS**

**DATED**

**APRIL 02, 2026**

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## 1. GLOSSARY

Term	Meaning
<b>Affiliate</b>	In relation to a Prospective Bidder or a Consortium Member, an entity who Controls, is Controlled by or under the common Control with such Prospective Bidder or a Consortium Member.
<b>Annexure</b>	The term shall mean an annexure of this Prequalification Document.
<b>Anti-Corruption Practice</b>	Means and includes the Coercive Practice, the Corrupt Practice, the Fraudulent Practice, the Obstructive Practice, the Money Laundering and Terrorist Activities, the Restrictive Practice, the Collusive Practice and Undesirable Practice.
<b>Board of Directors</b>	The board of directors (or equivalent body) of an entity.
<b>Coercive Practice</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8(b) ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Buyer</b>	The Successful Bidder who enters into the energy purchase/supply agreement with PEDO for purchase of power from the Project.
<b>Conflict of Interest</b>	The term shall bear the meaning ascribed thereto in Section 6.2.4 ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Connected Person</b>	Any Affiliate of a Prospective Bidder or Consortium Member or any director, officer, agent, secretary, senior executive or manager of such Prospective Bidder, Consortium Member or Affiliate of any of the foregoing, or any person having an ultimate beneficial interest of at least five per cent (5%) of the share capital or ownership interest in a Prospective Bidder or Consortium Member, or Affiliate of such ultimate beneficial interest owner.
<b>Consortium</b>	An organization of two or more entities/persons, joining together as a group, for the submission of the Prequalification Application; provided consortium members agree (to the satisfaction of the PEDO) to undertake all obligations towards to the PEDO under the transaction documents on joint and several basis.
<b>Consortium Members</b>	The members of a Consortium.
<b>Constitutional Documents</b>	The constitutional documents of an entity and being the memorandum of association, articles of association or equivalent charter documents (as appropriate based on the legal status of the entity).
<b>Control or Controlled</b>	The term shall bear the meaning, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person or the power to direct the management and policies of such person (whether by operation of law or by contract or otherwise), and with respect to

	a person which is not a company or corporation, the power to direct the management and policies of such person (whether by operation of law or by contract or otherwise).
<b>Corrupt Practice</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8 (a) ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Procurement Committee</b>	The Procurement Committee duly constituted in accordance with the PPRA Act, in respect of the Project.
<b>Fraudulent Practice</b>	The term shall bear the meaning ascribed thereto Section 6.2.8(d). ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Government</b>	The Government of the Khyber Pakhtunkhwa Province.
<b>Lead Member</b>	A member of Consortium appointed so pursuant to Section 6.1.5(b) ( <i>Eligibility Requirements</i> ).
<b>KPPRA Act</b>	Means Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012
<b>KPPRA Rules</b>	Means Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014
<b>Money Laundering or Terrorist Activities</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8(h) ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Non-Prequalified Bidder</b>	The term shall bear the meaning ascribed thereto in Section 8.5.7 ( <i>Opening and Evaluation of the Prequalification Application</i> ).
<b>Non-Lead Member</b>	A Consortium's member that is not the Lead Member.
<b>Obstructive Practice</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8(e) ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>PKR</b>	Pakistani Rupees, being the lawful currency of Pakistan.
<b>Pakistan</b>	The Islamic Republic of Pakistan.
<b>PEDO or Procuring Entity</b>	Means Pakhtunkhwa Energy Development Organization (PEDO) established under the Pakhtunkhwa Energy Development Organization Act, 1993 and reorganised in accordance with the provisions of Pakhtunkhwa Energy Development Organization Act, 2020.
<b>Prequalification Application</b>	The prequalification application including all Annexures, Proformas and documents required to be submitted by a Prospective Bidder in terms of and in accordance with this Prequalification Document.

<b>Prequalification Application Submission Deadline</b>	The term shall bear the meaning ascribed thereto in Annexure B ( <i>Data Sheet</i> ).
<b>Prequalified Bidder</b>	The term shall bear the meaning ascribed thereto in Section 8.5.6. ( <i>Opening and Evaluation of the Prequalification Application</i> ).
<b>Prequalification Criteria</b>	The financial and technical criteria described in Section 7.3. ( <i>Prequalification Criteria</i> ).
<b>Prequalification Document</b>	This Prequalification Document, including the Important Notice/Disclaimer and including all Annexures and Proformas attached hereto, as amended, modified, corrected or clarified and/or supplemented from time to time.
<b>Prequalification Stage</b>	This stage of the bidding process for the Project where the Prospective Bidders submit its Prequalification Application and which commences on the issue of this Prequalification Document and ends upon identification by the Procuring Entity of the Prequalified Bidders.
<b>Proforma</b>	The term shall mean a proforma of this Prequalification Document.
<b>Project</b>	The project as described in Annexure A ( <i>Project's Description and Background</i> ).
<b>Prospective Bidder</b>	Any person or business entity or a consortium of the same duly organized, existing, registered, and in good standing under the laws of its country of its domicile, or a Consortium that submits the Prequalification Application in response to this Prequalification Document.
<b>Restrictive Practice</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8(f) ( <i>Disqualification and Anti-Corruption Compliances</i> ).
<b>Request For Proposal or RFP</b>	The request for proposal to be issued by the Procuring Entity during the RFP Stage.
<b>RFP Stage</b>	The stage of the bidding process for the Project where the Prequalified Bidders submit their proposals in response to the RFP.
<b>Section</b>	Any section of this Prequalification Document.
<b>Successful Bidder</b>	A Prequalified Bidder who is awarded the Project for the purposes of the sale/supply of electricity form the Project in accordance with the RFP.
<b>Undesirable Practice</b>	The term shall bear the meaning ascribed thereto in Section 6.2.8(g) ( <i>Disqualification and Anti-Corruption Compliances</i> ).

## **2. DISCLAIMER / IMPORTANT NOTICE**

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### **2.1 DISCLAIMER / IMPORTANT NOTICE**

- 2.1.1 This Pre-Qualification Process is being undertaken by the Procuring Entity in exercise of its powers under the KPPRA Act, and KPPRA Rules. This Prequalification Document is provided solely to enable the recipient to prepare and submit a Prequalification Application in connection with the Project. The document has been issued by the Procuring Entity exclusively for use by Prospective Bidders in evaluating the Project.**
- 2.1.2 The evaluation criteria for this Prequalification Stage have been defined in this Prequalification Document. Neither the Procurement Committee, the Procuring Entity, the Government, nor any of their representatives, consultants, or advisors shall be held liable for the completeness, accuracy, or reliability of the information in this Prequalification Document or any related communications during the Prequalification or RFP Stage. The Prospective Bidder assumes full responsibility for any costs or risks incurred in the process.**
- 2.1.3 Submission of a Prequalification Application implies the Prospective Bidder's full and unconditional acceptance of all terms, conditions, and disclaimers outlined in this Prequalification Document.**
- 2.1.4 Any Prequalification Application submitted is based on the Prospective Bidder's thorough examination of this Prequalification Document, as well as its independent verification of all provided information. Neither the Procurement Committee, the Procuring Entity, the Government, nor any of their representatives, consultants, or advisors guarantee the sufficiency or accuracy of the information made available.**
- 2.1.5 This Prequalification Document does not constitute an invitation to invest, nor does it imply any commitment or guarantee regarding the award of the Project for the purposes of the sale/supply of electricity from the Project. The Procuring Entity reserves the right to modify the Prequalification Document, tender process, or the Project at its discretion without compensating the Prospective Bidders for any resulting costs or damages.**
- 2.1.6 Each Prospective Bidder is fully responsible for independently analyzing the Project's feasibility and preparing its Prequalification Application at its own risk and costs. No compensation or adjustments will be made due to the Prospective Bidder's reliance on the information contained herein.**
- 2.1.7 All submissions received in response to this Prequalification Document shall become the property of the Procuring Entity, which is under no obligation to maintain the confidentiality of any material submitted by the Prospective Bidders.**
- 2.1.8 By submitting a Prequalification Application, each Prospective Bidder certifies that it has understood, acknowledged, and accepted the disclaimers in this Section 2.1 (*Disclaimer / Important Notices*). No other provisions or communications shall supersede or negate these disclaimers.**

**2.1.9 All capitalized terms in this Section shall carry the meanings defined in the Glossary of this Prequalification Document. This disclaimer is an integral part of the Prequalification Document and applies to all its Sections, Proformas and Annexures thereof.**

### **3. INVITATION & PROCUREMENT PROCEDURE**

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#### **3.1 INVITATION**

**3.1.1 The Procuring Entity invites Prequalification Applications from eligible and qualified Prospective Bidders to shortlist the Prequalified Bidders in connection with the supply and sale of electricity from the Project.**

**3.1.2 The Procuring Entity has initiated the Prequalification Stage for the Project in accordance with the KPPRA Act, the KPPRA Rules and other applicable laws of Pakistan through open competitive bidding.**

**3.1.3 As part of this process, the Procuring Entity has issued a request for expression of interest, published in the following Daily newspapers April 02, 2026:**

- (a) THE NEWS
- (b) DAILY TIMESK
- (c) MASHREQ
- (d) EXPRESS
- (e) WAQAT
- (f) JEHAD
- (g) JIDAT
- (h) AWAZ E KHYBER
- (i) WAHDAT

**3.1.4 Each Prospective Bidder is required to prepare and submit a Prequalification Application in response to this Prequalification Document. The application must include all completed Annexures, Proforma and comply fully with the requirements set forth in this document.**

**3.1.5 The Procuring Entity will assess the Prequalification Applications against the established Prequalification Criteria outlined herein. Applicants meeting the criteria and deemed eligible will be designated as Prequalified Bidders and invited to proceed to the next phase, i.e. the RFP Stage.**

**3.1.6 During the RFP Stage, the Prequalified Bidders will receive the RFP, which will include, without limitation:**

- (a) Comprehensive details of the Project.
- (b) Instructions and guidelines for the preparation and submission of proposals.
- (c) The evaluation methodology to assess the submitted proposals.

#### **4. PROJECT/TRANSACTION BACKGROUND AND DESCRIPTION**

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**4.1.1 The Project's background, technical details thereof, overview of the proposed sale of electricity therefrom, and other details with respect to the proposed transaction are given in Annexure A (*Project's Description and Background*) to this Prequalification Document.**

#### **5. NOT USED**

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**5.1.1 Not used**

#### **6. PROSPECTIVE BIDDERS**

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##### **6.1 ELIGIBILITY REQUIREMENTS**

**6.1.1 Any Prospective Bidder who (i) meets the Prequalification Criteria as set out in Section 7.3 (*Prequalification Criteria*), (ii) has submitted non-refundable fee of PKR 10,000 (Pakistan Rupees [Ten Thousand]) only in the form of a Bank Draft in favour of "CEO PEDO" along with Prequalification Document Application to the Procuring Entity, and (iii) is not otherwise ineligible or disqualified under this Prequalification Document is permitted to submit the Prequalification Application.**

**6.1.2 Not used**

**6.1.3 For a Consortium, the Consortium Members must appoint and authorize one (1) Lead Member from among themselves who will have the authority to represent and irrevocably bind all Consortium Members in all matters related to the Prequalification Stage and RFP Stage, including the submission of the Prequalification Application on behalf of the Consortium.**

**6.1.4 Not used**

**6.1.5 All Prospective Bidders must fulfil the following eligibility requirements to the sole satisfaction of the Procuring Entity and the Procurement Committee:**

- (a) Each Prospective Bidder must include in its Prequalification Application full and complete information as specified in this Prequalification Document. In addition, each Prospective Bidder must submit all additional / supplemental information if required by Procurement Committee during its review of Prequalification Application;
- (b) If a Prospective Bidder is a Consortium, there must be a Lead Member appointed through a Power of Attorney as per the Proforma C (*Power of Attorney*) duly executed by all other Consortium Members. Similarly, the Prequalification Application must have been

signed by an authorized person on behalf of the Prospective Bidder or the Lead Member as per the Proforma A (*Prequalification Application Form*);

- (c) Each Prospective Bidder must comply with all of the requirements of this Prequalification Application;
- (d) Each Prospective Bidder must have submitted and duly executed the compliant documents in the form and manner prescribed in this Prequalification Application and submit the same to the Procuring Entity as part of its Prequalification Application;
- (e) Not used
- (f) Neither the Prospective Bidder nor, in case of consortium, any consortium member shall be subject to any insolvency, bankruptcy, or analogous proceedings in Pakistan or in any other jurisdiction, nor shall any Prospective Bidder be subject to any other similar disability under the applicable laws of Pakistan or any other jurisdiction; and

**6.1.6 Any Bidder found to be in breach of the foregoing eligibility requirements shall be disqualified from participating in the tender process. Should such ineligibility surface at any later stage, the Project award for the purposes of the sale/supply of electricity from the Project shall be cancelled and be deemed null and void.**

## **6.2 DISQUALIFICATION AND ANTI-CORRUPTION COMPLIANCES**

**6.2.1 Without prejudice to the other provisions of this Prequalification Document, the following may serve as the basis for rejection of a Prequalification Application by the Procurement Committee at any stage of the tender process:**

- (a) misrepresentation, withholding, or concealment of any material information in Prequalification Application;
- (b) failure of any Prospective Bidder to disclose or provide any additional information as may be required by the Procurement Committee during the evaluation process;
- (c) if a Prospective Bidder or a Consortium Members is currently in default of its obligations to any bank or financial institution;
- (d) if the Procurement Committee or the Procuring Entity determines in its sole discretion (reasonably exercised) that a Prospective Bidder is prohibited from doing business with the Government or any department of the Government on grounds which may include but are not limited to public policy or national interest;
- (e) failure to report promptly to Procuring Entity any material change in the circumstances of a Prospective Bidder affecting its eligibility to submit its Prequalification Application following the submission;

- (f) failure to report to the Procuring Entity any information that, at any relevant time, would result in or would likely result in any material information in its Prequalification Application becoming inaccurate or misleading;
  - (g) failure to comply with the requirements of this Prequalification Document including, without limitation, failure to submit documents and information consistent and compliant with the requirements of this Prequalification Document.
- 6.2.2 A Prospective Bidder, or in the case of a Consortium, any Consortium Member, shall not prequalify if it: a) directly or indirectly own an interest in another Prospective Bidder or member of another Consortium, b) have formed a partnership or alliance with another Prospective Bidder or member of another Consortium concerning the Project, c) have a representation on the Board of Directors of another Prospective Bidder or the member of another Consortium, or d) have a representation on the Board of Directors of an entity that Controls another Prospective Bidder or member of another Consortium.**
- 6.2.3 A Prospective Bidder, or in the case of a Consortium, any Consortium Member, will be disqualified if a Conflict of Interest exists concerning the Project.**
- 6.2.4 For the purposes of this Prequalification Document, Conflict of Interest is defined as: a) a situation where the Prospective Bidder or any Consortium Member has the right to influence the management or policies of another Prospective Bidder or member of another Consortium Member, b) receipt or provision of direct or indirect subsidies, grants, or loans between Prospective Bidders or members of another Consortium, c) any relationship between Prospective Bidders or members of another Consortium that provides access to sensitive information or influences the Prequalification Applications, d) participation as a consultant or advisor to the Government or Procuring Entity in the preparation of the Project's documents or technical specifications, e) employment of any Government or Procuring Entity official related to the Project, or f) engagement of legal, financial, or technical advisors who are also advising the Government or Procuring Entity on the Project.**
- 6.2.5 Discussions or communications between Prospective Bidders, members of different Consortia, or their agents, concerning the preparation or submission of their Prequalification Applications are prohibited and may result in disqualification.**
- 6.2.6 All Prospective Bidders, Consortium Members, and their respective affiliates must adhere to the highest standards of ethics and transparency. Any engagement in Anti-Corruption Practices will result in rejection of the Prequalification Application.**
- 6.2.7 Any Prospective Bidder or Consortium Member found guilty of Anti-Corruption Practices will be ineligible to participate in future projects.**
- 6.2.8 For the purposes of this Prequalification Document, the definitions of Anti-Corruption Practices are as follows:**

- (a) Corrupt Practice means the offering, giving, receiving, or soliciting, directly or indirectly, of a bribe or anything of value to influence the actions of any persons connected with the Prequalification Stage or RFP Stage or the Prequalification Application for or on behalf of the Government or Procuring Entity, including their respective representatives;
- (b) Coercive Practice means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of that person to influence improperly the actions of a person involved in the Prequalification Stage or RFP Stage or the Prequalification Application;
- (c) Collusive Practice means an arrangement between two or more persons involved in the Prequalification Stage or RFP Stage or the Prequalification Application designed to achieve an improper purpose, including influencing improperly or unlawfully the actions of another person;
- (d) Fraudulent Practice means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a person involved in the Prequalification Stage or RFP Stage or the Prequalification Application to obtain a financial or other benefit or to avoid an obligation;
- (e) Obstructive Practice means:
  - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Government, or Procuring Entity and their respective representatives or financier/s of the Project including any development partner of the financier/s;
- (f) Restrictive Practice means forming a cartel or arriving at any understanding or arrangement among the Prospective Bidders (or in the case of a Consortium among Consortium Members of different Consortiums) with the objective of restricting or manipulating a full and fair competition in the Prequalification Stage or RFP Stage.
- (g) Undesirable Practice means (i) establishing contact with any member of the Procuring Entity or Government or any person connected with or employed or engaged by the Government or Procuring Entity with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Prequalification Stage or RFP Stage or the Prequalification Application; or (ii) having a Conflict of Interest;
- (h) Money Laundering or Terrorist Activities means engaging in or facilitating any form of money laundering or terrorist financing.

**6.2.9 The Prospective Bidder (and where the Prospective Bidder is a Consortium each Consortium Member) shall represent, warrant and covenant that as on the date of the Prequalification Application:**

- (a) neither it nor, to the best of its knowledge, any of its Connected Persons has breached any Anti-Corruption Practices;
- (b) it shall not breach, and shall not cause any of its Connected Person to breach, any Anti-Corruption Practices;
- (c) no loan, offer, advantage or benefit of any kind has been given, made, promised to be made, requested, agreed to be received or accepted, or authorised to be made, given or received, directly or indirectly, by it or any Connected Person, in respect of the Government or Procuring Entity or official of the Government or Procuring Entity;
- (d) it has not procured, and will not procure, any other person to commit or otherwise be involved with any breach of Anti-Corruption Practices on its or any other person's or entity's behalf;
- (e) neither it nor anyone engaged by it in connection with this prequalification or the Project, including any of its Connected Persons has been, or is, subject to:
  - (i) a conviction in any court for any offence involving any breach of Anti-Corruption Practices; or
  - (ii) a dismissal or resignation from any employment on the grounds of being implicated in any breach of Anti-Corruption Practices; and
- (f) neither it nor any of its Connected Persons has been, or is, subject to:
  - (i) being debarred or cross-debarred by multilateral development banks under the agreement for mutual recognition of debarment decisions (including African Development Bank, European Bank For Reconstruction And Development, Inter-American Development Bank or World Bank Group) on the grounds of any breach of obligations substantially similar to the Anti-Corruption Practices; or
  - (ii) any formal investigation, enquiry or enforcement proceedings by any government authority with regard to any breach of any obligations substantially similar to the Anti-Corruption Practices.

**6.2.10 Without limiting any other obligation of the Prospective Bidder (and where the Prospective Bidder is a Consortium, each Consortium Member), the Prospective Bidder (and where the Prospective Bidder is a Consortium each Consortium Member) shall:**

- (a) keep the Government and Procuring Entity informed on an on-going basis as to the initiation, progress and disposition of any investigations or proceedings relating to any

matter connected to the Prospective Bidder (and where the Prospective Bidder is a Consortium, each Consortium Member) or a Connected Person in relation to compliance with Anti-Corruption Practices;

- (b) promptly notify and provide full details to the Government and the Procuring Entity if the Prospective Bidder (and where the Prospective Bidder is a Consortium each Consortium Member) becomes aware of:
  - (i) any breach of Anti-Corruption Practices by a Connected Person;
  - (ii) any solicitation, directly or indirectly, of a bribe or anything of value by an officer, employee, consultant or agent of the Government or Procuring Entity; or
  - (iii) a Conflict of Interest; and
- (c) in the event of a breach of the warranties given under Section 6.2.9 (*Disqualification and Anti-Corruption Compliances*) provide full details of such breach.

**6.2.11 The Prospective Bidder (and where the Prospective Bidder is a Consortium each Consortium Member) shall use its best endeavors to incorporate the Anti-Corruption Practices set out in Section 6.2.8 (*Disqualification and Anti-Corruption Compliances*) into any contract entered into by the Prospective Bidder (and where the Prospective Bidder is a Consortium each Consortium Member) with a third party for the purpose of implementing any portion of the Project.**

**6.2.12 Necessary action may be taken by the Procuring Entity or Government against a Prospective Bidder or Consortium Member, should they engage, indulge in or breach any Anti-Corruption Practices under applicable Pakistani laws.**

**6.2.13 A Prospective Bidder shall not be eligible to submit a Prequalification Application where that Prospective Bidder or, where the Prospective Bidder is a Consortium, a Consortium Member of that Consortium:**

- (a) has been: (A) barred by any central, state or local government or government instrumentality in Pakistan, or in any other jurisdiction to which the Prospective Bidder or a Consortium Member belongs or in which the Prospective Bidder or a Consortium Member conducts its business, or (B) debarred by any multilateral financial institution, from participating in any project on a private participation basis and the bar subsists as on the Prequalification Application Submission Deadline;
- (b) is from a country which does not have diplomatic relations with Pakistan or where by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or under applicable law in Pakistan prohibits any import of goods or contracting of works or services from such country or any payments to persons or entities in such country as a consequence of such compliance; or

- (c) is under investigation (or its Connected Persons are under investigation) for fraud, corruption, collusion or money laundering or a criminal act involving dishonesty, physical violence or harm to human life.

**6.2.14 A Prospective Bidder (and in the case of a Consortium, a Consortium Member) have not, in the five (5) years preceding the Prequalification Application Submission Deadline:**

- (a) entered into a contract with the Government, Procuring Entity, federal, local or provincial government of Pakistan which was terminated due to an event of default on the part of the Prospective Bidder or Consortium Member;
- (b) been imposed a penalty requiring it to pay compensation or damages by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder or Consortium Member as the case may be in connection with a contract entered with a Government, a Procuring Entity, federal, local or provincial government of Pakistan;
- (c) been convicted (or any of its Connected Persons have been convicted) of fraud, corruption, collusion or money laundering or from a criminal act involving dishonesty, physical violence or harm to human life.

**6.3 COSTS**

**6.3.1 The Prospective Bidder shall bear all costs, fees, and expenses incurred in connection with the preparation and submission of its Prequalification Application. This includes, but is not limited to:**

- (a) costs related to the gathering, compilation, and submission of required documents and information;
- (b) fees associated with obtaining professional, technical, legal, or financial advice necessary for the preparation of the application;
- (c) expenses incurred in responding to queries, providing clarifications, or addressing requests for additional information issued by the Procuring Entity during the Prequalification Stage; and
- (d) costs associated with any travel, meetings, or site visits required as part of the application process.

**6.3.2 Under no circumstances shall the Procuring Entity or the Government be liable for reimbursing or compensating the Prospective Bidder or, in case of a Consortium, Consortium Member for any such costs, fees, or expenses, regardless of the outcome of the Prequalification Stage or subsequent stages of the Project. The responsibility for all financial commitments in this regard remains solely with the Prospective Bidder.**

#### **6.4 NO OBLIGATION TO SELECT OR PROCEED**

**6.4.1 Notwithstanding any other provisions in this Prequalification Document or any other law, the submission of a Prequalification Application by a Prospective Bidder, or in the case of a Consortium, Lead Member, constitutes an acknowledgment and unconditional agreement to the following:**

- (a) The Procuring Entity or the Procurement Committee reserves the absolute right, at its sole discretion and at any stage of the process, to:
  - (i) refuse to consider or entirely withdraw from the Prequalification Stage;
  - (ii) terminate the entire bidding process without providing any justification or reason;
  - (iii) initiate a new procurement process for the Project;
  - (iv)
  - (v) reject any Prequalification Application for reasons including, but not limited to: (a) incompleteness or irregularity in the application; (b) inclusion of exceptions, deviations, or reservations deemed unacceptable to the Procuring Entity; (c) submission of false or misleading statements, claims, or information; (d) omission of material information required under this Prequalification Document or as required by the Procuring Entity or the Procurement Committee; or (e) any other reason as determined solely by the Procuring Entity or the Procurement Committee.

**6.4.2 The Procuring Entity's decisions regarding the compliance, non-compliance, or rejection of a Prequalification Application shall be final, conclusive, and binding. The Procuring Entity shall not be obligated to consult, justify, or provide explanations to the Prospective Bidder, or in the case of a Consortium, any Consortium Member, in reaching its decisions.**

**6.4.3 By submitting a Prequalification Application in response to this Prequalification Document, the Prospective Bidder and, in the case of a Consortium, each Consortium Member, fully understands, acknowledges, and agrees to the terms and conditions outlined herein. The submission of a Prequalification Application will be deemed as the Prospective Bidder's unconditional acceptance of these terms and conditions.**

#### **6.5 AMENDMENTS AND MODIFICATIONS**

**6.5.1 To the extent permitted under the applicable laws of Pakistan, the Procuring Entity may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Prospective Bidder or in case of a Consortium, to any Consortium Member or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of this Prequalification Document, including suspending, postponing, or terminating all or any part of the tendering process. Any addendum shall be issued by the Procuring Entity in writing and the same will be explicitly identified as an addendum to this Prequalification**

**Document. Any such amendments and modifications shall be binding on each Prospective Bidder or in case of a Consortium, any Consortium Member or any other party.**

## **7. PREPARATION OF PREQUALIFICATION APPLICATION**

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### **7.1 LANGUAGE**

**7.1.1 The Prequalification Application prepared by the Prospective Bidder, and all correspondence and documents related to the Prequalification Applications shall be submitted in English.**

### **7.2 PREQUALIFICATION APPLICATION**

**7.2.1 The Prequalification Applications submitted by the Prospective Bidder shall comprise the documents enlisted in Sections 7.3 (*Prequalification Criteria*), 7.4, (*Prequalification Form and Other Documents*), 7.5 (*Consortium Documents and Requirements*) and 7.6 (*Power of Attorney*).**

**7.2.2 The Prequalification Applications shall contain no fees or fees schedules or other reference to rates, costs, and/or expenses for undertaking the Project. Prequalification Applications containing such information will be rejected.**

### **7.3 PREQUALIFICATION CRITERIA**

**7.3.1 The Prospective Bidder must fulfil the Prequalification Criteria and shall provide following:**

- (a) The Prospective Bidder shall provide, in the form given in Proforma D (*Technical Data Form*), evidence of its experience to satisfy the technical criterion set out in Annexure C (*Prequalification Criteria*).
- (b) The Prospective Bidder may also include evidence of similar industries/projects undertaken by one or more Affiliates to satisfy the technical criterion in the form given in Proforma D (*Technical Data Form*). In each case the evidence shall clearly set out whether the projects were executed by it solely, as Affiliate or, as consortium member (as a Lead Member or as non-lead member) with supporting evidence.
- (c) For the avoidance of doubt, projects undertaken by other companies of the same corporate group, which are not Affiliates of the Prospective Bidder, shall not be taken into account to satisfy the technical criterion.
- (d) In case the Prospective Bidder, or if the Prospective Bidder is a Consortium, the Lead Member, includes evidence of projects undertaken by one or more Affiliates, it shall submit, in addition to all other documentation required by this Prequalification Document, documentation substantiating the shareholding structure related to the Affiliate.

- (e) In case of a Consortium, the consortium agreement compliant with the requirements set forth in this Prequalification Document shall be provided.

**7.3.2 The Prospective Bidder or where the Prospective Bidder is a Consortium, each Consortium Member shall satisfy the requirements of financial criteria set out in Annexure C (*Prequalification Criteria*).**

#### **7.4 PREQUALIFICATION FORM AND OTHER DOCUMENTS**

**7.4.1 Each Prospective Bidder shall provide the following:**

- (a) A Prequalification Application signed by the Prospective Bidder (or if the Prospective Bidder is a Consortium, the Lead Member of that Consortium) in the form of Proforma A (*Prequalification Application Form*).
- (b) The following legal documents and background information:
  - (i) basic information on the Prospective Bidder (or if the Prospective Bidder is a Consortium, each Consortium Member of that Consortium), as detailed in Proforma B (*Basic Information Form*), including an up-to-date list of shareholders of the Prospective Bidder (or if the Prospective Bidder is a Consortium, an up to date list of shareholders for each Consortium Member) up to the ultimate beneficial ownership as envisaged under the Companies Act, 2017;
  - (ii) a certified copy of the Constitutional Documents of the Prospective Bidder (or if the Prospective Bidder is a Consortium, the Constitutional Documents of each Consortium Member) and any amendments thereto;
  - (iii) a certified copy of the Prospective Bidder's certificate of incorporation (or, if the Prospective Bidder is a Consortium, each Consortium Member) or the registration certificate, as the case may be; and
  - (iv) other documents as set out in Annexure C (*Prequalification Criteria*).
- (c) An Affidavit, in the form of Proforma F (*Affidavit*).

#### **7.5 CONSORTIUM DOCUMENTS AND REQUIREMENTS**

**7.5.1 If the Prospective Bidder is a Consortium, there must be a Lead Member who is duly authorized through a power of attorney in the Proforma C (*Power of Attorney*) by the Consortium Members, signed in front of a notary, as described in Section 7.6.1 (*Power of Attorney*) by all of the Consortium Members to act on their behalf.**

#### **7.6 POWER OF ATTORNEY**

**7.6.1 Each Prospective Bidder (or if the Prospective Bidder is a Consortium, the Lead Member) shall provide a written power of attorney in the Proforma G (*Power of Attorney*), that is**

duly executed, signed and notarized confirming that the person(s) signing the Prequalification Application has(ve) the authority to sign.

## **8. SUBMISSION OF PREQUALIFICATION APPLICATION**

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### **8.1 FORMAT AND SIGNING OF THE PREQUALIFICATION APPLICATION**

#### **8.1.1 Each Prospective Bidder shall prepare and submit:**

- (a) One (1) printed original,
- (b) Two (2) printed copies, and
- (c) One (1) electronic copy on a USB drive, as specified in Annexure B (*Data Sheet*).
- (d) Each copy must be clearly marked as "ORIGINAL", "COPY NO. 1" and "COPY NO. 2". In case of discrepancies, the original will prevail.

#### **8.1.2 The original and all copies of the Prequalification Application must:**

- (a) Be typed in indelible ink.
- (b) Be signed by the authorized person(s) of the Prospective Bidder or in case of Consortium, by the authorized person of the Lead Member.
- (c) Include initials on every page of the original.
- (d) Be numbered, indexed, and properly bound.

#### **8.1.3 No alterations, omissions, or additions are permitted unless signed by the authorized person(s).**

#### **8.1.4 The USB drive must:**

- (a) Include a table of contents.
- (b) Be virus-free.
- (c) Contain non-compressed and non-protected files in printable, searchable and reproducible formats.

### **8.2 SEALING AND MARKING OF PREQUALIFICATION APPLICATIONS**

#### **8.2.1 The Prospective Bidder shall:**

- (a) Seal the original and each copy in separate envelopes marked as:
  - (i) "PREQUALIFICATION APPLICATION – ORIGINAL"
  - (ii) "PREQUALIFICATION APPLICATION – COPY NO. X."

- (b) Place the envelopes in an outer envelope addressed to;

**The Chief Executive Officer,**

**Pakhtunkhwa Energy Development Organization (PEDO)**

**PEDO Head Office, Sector 38-B/2, Phase V, Hayatabad, Peshawar,**

**Khyber Pakhtunkhwa.**

- 8.2.2 The outer envelope must bear the words: “Jabori Hydropower Project (Supply of Electricity through Direct Supply Model & CTBCM Framework). Do Not Open Before 1430 hours (PST) on APRIL 21, 2026.
- 8.2.3 The inner envelopes must include the name and address of the Prospective Bidder or, in the case of a Consortium, the Lead Member, to allow the return of unopened applications if declared "late".
- 8.2.4 Failure to properly seal and mark envelopes as specified will release the Procuring Entity from any responsibility for misplacement or premature opening. Submissions revealing the Prospective Bidder’s identity on the outer envelope will not be rejected but anonymity cannot be guaranteed.
- 8.2.5 Submissions via email are not permitted and will not be entertained.

### **8.3 DEADLINE FOR SUBMISSION**

- 8.3.1 Prequalification Applications must be submitted by 1430 hours (PST) on APRIL 21, 2026 to the address provided in Annex B (*Data Sheet*).
- 8.3.2 Late submissions will be rejected and returned unopened to the sender.

### **8.4 CURRENCY AMOUNTS**

- 8.4.1 All currency amounts must be expressed in PKR.
- 8.4.2 For conversion of other currencies to PKR, the exchange rate shall be based on the State Bank of Pakistan’s rate as published at [www.sbp.org.pk](http://www.sbp.org.pk) on the date of the Request for Expression of Interest.
- 8.4.3 Applications containing material calculation errors may be rejected.
- 8.4.4 In case of discrepancies between amounts written in words and figures, the amount in words shall prevail.

### **8.5 OPENING AND EVALUATION OF THE PREQUALIFICATION APPLICATION**

- 8.5.1 The Procurement Committee will carry out a preliminary examination of each Prequalification Application to determine whether it is complete, whether the documents have been properly signed, and whether it is generally in order.

- 8.5.2** Where the Procurement Committee deems it convenient or necessary, it may request supplementary information or documentation from a Prospective Bidder (or in case of Consortium, each Consortium Member). Whenever such request is made, the Prospective Bidder or Consortium Member shall provide the same to the Procuring Entity with a copy to the Transaction Adviser at the addresses specified in Annexure B (*Data Sheet*), by such date as may be specified by the Procuring Entity.
- 8.5.3** Any Prequalification Application that does not meet the Prequalification Criteria specified in Section 7.3 (*Prequalification Criteria*) and the other requirements in Section 7 (*Preparation of Prequalification Application*) or the other requirements of this Prequalification Document will be rejected by the Procurement Committee and will not be included for further consideration.
- 8.5.4** The Procuring Entity and the Procurement Committee will carry out a detailed evaluation of the Prequalification Applications that have not been rejected after the preliminary examination in order to determine whether they meet the Prequalification Criteria and other requirements of this Prequalification Document. In order to reach such a determination, the Procuring Entity and the Procurement Committee will examine the information supplied by the Prospective Bidders, pursuant to this Section 8.5 (*Opening and Evaluation of the Prequalification Application*), and other requirements, taking into account the following factor:
- (a) PREQUALIFICATION CRITERIA SPECIFIED IN SECTION 7.3 (*Prequalification Criteria*) ARE BASED ON "PASS"/"FAIL" FOR EACH SUCH CRITERIA.
- 8.5.5** For the purpose of this Prequalification Document, a Prequalification Application shall be considered non-responsive where amongst other things and without limitation:
- (a) the Prequalification Application is submitted with conditions or qualifications;
- (b) any requirements set out in this Prequalification Document are not met or satisfied; and
- (c) the Prequalification Application is not submitted by the Prequalification Application Submission Deadline.
- 8.5.6** For the purposes of this Prequalification Document, a Prequalified Bidder shall be a Prospective Bidder whose Prequalification Application, is determined by the Procuring Entity to be responsive and as meeting the Prequalification Criteria specified in Section 7.3 (*Prequalification Criteria*) and the other requirements in Section 7 (*Preparation of Prequalification Application*) and the other requirements of this Prequalification Document (Prequalified Bidder).
- 8.5.7** A Prospective Bidder whose Prequalification Application is determined by the Procuring Entity to be non-responsive or as not meeting the Prequalification Criteria specified in Section 7.3 (*Prequalification Criteria*) and the other requirements in Section 7 (*Preparation*

*of Prequalification Application*) or the other requirements of this Prequalification Document, shall be designated as a "Non-Prequalified Bidder".

## **9. NOTIFICATION OF PREQUALIFIED BIDDER**

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**9.1.1 At the end of the evaluation of the Prequalification Applications, the Procuring Entity, will either:**

- (a) notify a Prospective Bidder that it has been designated as being a Non-Prequalified Bidder as its Prequalification Application has been rejected on the grounds that it does not meet the Prequalification Criteria or other requirements set forth in Section 7 (*Preparation of Prequalification Application*) or the requirements of this Prequalification Document; or
- (b) notify a Prospective Bidder that it has been designated as being a Prequalified Bidder and will receive an invitation for RFP, if the Procuring Entity proceeds with the RFP Stage.

## **10. GENERAL**

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### **10.1 NOT USED**

### **10.2 CLARIFICATIONS**

**10.2.1 A Prospective Bidder requiring any clarification on the Prequalification Document, information to be submitted with the Prequalification Application, Prequalification Criteria or any of the requirements set out herein, may send an electronic request for clarification to the Procuring Entity with a copy to the Transaction Adviser at the e-mail addresses indicated in Annexure B (*Data Sheet*). Any such request for clarification shall be submitted before the deadline indicated in Annexure B (*Data Sheet*).**

**10.2.2 Electronic copies of the response, including an explanation of the query without identification of its source, will be sent to all Prospective Bidders who have requested the Prequalification Document. If similar or repeated queries are made by Prospective Bidders, those queries may be listed as one query and responded to only once.**

### **10.3 TIMELINES**

**10.3.1 The estimated timetable in respect of the Prequalification Stage is as follows (the Estimated Timetable):**

<b>Activity</b>	<b>Timeframe</b>
	<i>Calendar Days from Day zero (D0)</i>
Publication of Expression of Interest	<i>D0</i>
Deadline for submission of Prequalification Application	<i>D20</i>
Evaluation of Prequalification Applications	<i>D35</i>

**10.3.2 The Procuring Entity may, in its sole discretion and without prior notice to the Prospective Bidders, amend the Estimated Timetable. The Prospective Bidders shall not rely in any way whatsoever on the Estimated Timetable and the Procuring Entity and Government shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable. The Procuring Entity shall notify the Prospective Bidders of changes to the Estimated Timetable.**

## **1. ANNEXURE A: PROJECT/TRANSACTION DESCRIPTION AND BACKGROUND**

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### **1.1 BACKGROUND**

**1.1.1** Khyber Pakhtunkhwa possesses significant indigenous hydropower potential; however, the Province's industrial sector continues to face structural challenges arising from higher energy costs, limited access to competitively priced electricity, and geographic disadvantages as compared to industrial clusters located closer to national load centres and ports. These challenges have constrained industrial growth within the Province despite the availability of renewable energy resources.

**1.1.2** In order to promote industrial development and enhance the competitiveness of local industry, the Government of Khyber Pakhtunkhwa is exploring mechanisms for enabling the supply of locally generated hydropower directly to eligible industrial consumers. One such mechanism is the direct supply of electricity from hydropower projects owned by PEDO, as an alternative to exclusive evacuation through the national grid.

### **1.2 OVERVIEW OF THE JABORI PROJECT**

**1.2.1** The Jabori Hydropower Project is a run-of-river hydropower generation facility with an installed capacity of 10.2 MW, located at Jabori, District Mansehra, Khyber Pakhtunkhwa, Pakistan. The Project has been developed and is owned by PEDO and is presently operational.

**1.2.2** The Project is designed to harness local hydrological resources for renewable electricity generation and forms part of PEDO's portfolio of hydropower assets developed to support sustainable energy generation within the Province.

### **1.3 EXISTING POWER EVACUATION ARRANGEMENT**

**1.3.1** At present, electricity generated from the Project is supplied through the interconnected power system under an existing power acquisition arrangement. Under this arrangement, electricity is evacuated to the grid in accordance with applicable regulatory approvals and contractual arrangements, with generation output subject to hydrological variability.

**1.3.2** PEDO is now evaluating alternative arrangements for the sale of electricity generated from the Project with a view to enabling direct supply to eligible consumers, subject to applicable laws and regulatory requirements.

### **1.4 TRANSITION TO DIRECT SUPPLY MODEL**

**1.4.1** The transition from a grid-based evacuation arrangement to a direct supply model introduces a number of commercial, regulatory, technical, and operational considerations. These include demand risk, credit risk, licensing requirements, transmission and evacuation arrangements, and interconnection configurations. Such considerations are

inherent in direct supply arrangements and require careful structuring to ensure regulatory compliance and commercial sustainability.

- 1.4.2 Based on the assessment undertaken, PEDO has identified the Jabori Hydropower Project as a suitable pilot project for implementing direct supply arrangements. The experience gained from this pilot is intended to inform the potential extension of similar arrangements to other hydropower projects owned by PEDO in subsequent phases, subject to applicable approvals and regulatory requirements.

## 1.5 PROPOSED DIRECT SUPPLY ARRANGEMENT

- 1.5.1 The Procuring Entity proposes to implement a direct supply of electricity model for the Project, pursuant to which electricity generated from the Jabori Hydropower Project will be supplied directly to an eligible industrial consumer or a consortium of industrial consumers, selected through a competitive bidding process.
- 1.5.2 Under the proposed structure, PEDO shall retain ownership, control, and operation of the Project, including responsibility for plant dispatch and compliance with applicable regulatory and grid requirements. Electricity shall be sold to the selected bidder under an Energy Purchase Agreement / Power Purchase Agreement (or such other definitive agreement as may be determined at the RFP stage), on the basis of a single supply point, whether to a single buyer or a consortium of buyers acting on a joint and several liability basis.
- 1.5.3 The commercial framework is expected to be structured on a commercially viable risk matrix, details whereof will be provided in the RFP, whereby, broadly speaking, the PEDO shall declare plant availability based on actual water and plant conditions, and payment obligations of the buyer shall correspond to such declared availability. In the event of disputes regarding availability or deliverability, verification may be undertaken by an independent engineer in accordance with the definitive transaction documents. Seasonality, demand variability, and consumption-side risk shall be borne by the buyer, who shall be responsible for managing its production planning or arranging alternative power supply arrangements, if required.
- 1.5.4 Electricity delivery is envisaged primarily through a dedicated private distribution line, preferably at 11 kV, constructed and owned by the selected bidder preferably on private land, thereby minimizing regulatory exposure, right-of-way risks, and interconnection complexity. The use of existing transmission infrastructure or alternative arrangements may be considered subject to regulatory approvals and technical feasibility. All costs associated with land acquisition, interconnection facilities, and industrial development shall be borne by the selected bidder.
- 1.5.5 The proposed transaction structure remains indicative and subject to refinement at the RFP stage, including finalization of tariff structure, risk allocation, regulatory approvals (including under the NEPRA framework), and satisfaction of conditions precedent. The Procuring Entity reserves the right to modify the structure, documentation, or sequencing

of the transaction in light of bidder feedback, regulatory requirements, and market response.

## **1.6 POTENTIAL SUPPLY UNDER COMPETITIVE TRADING BILATERAL CONTRACT MARKET (CTBCM)**

**1.6.1 Without prejudice to the proposed direct supply arrangement described above, PEDO may also consider the supply of electricity from the Project under the Competitive Trading Bilateral Contract Market (CTBCM) framework, subject to the applicable laws, regulations, and market rules notified by the Federal Government and NEPRA from time to time.**

**1.6.2 Under the CTBCM regime, access to the transmission and distribution network for the wheeling of electricity is envisaged to be allocated through transparent and competitive wheeling auctions, administered by the Independent System and Market Operator of Pakistan (ISMO). Such auctions are expected to be conducted in accordance with the Framework Guidelines for Wheeling Auctions, pursuant to which an aggregate wheeling quantum is proposed to be offered progressively over multiple auction cycles during the initial years of market operations. Successful participants would be entitled to wheel electricity against payment of the applicable bid value, in addition to grid charges and surcharges determined by NEPRA.**

**1.6.3 The consideration of the CTBCM route is intended to preserve strategic optionality for the Project and does not preclude PEDO from proceeding with the direct supply model described above. The Procuring Entity reserves the right to assess, at any stage, the relative commercial viability, regulatory readiness, and market response associated with CTBCM-based supply vis-à-vis direct supply arrangements, and to structure or sequence the Project's participation in either or both frameworks accordingly.**

## **1.7 PURPOSE OF THE PRE-QUALIFICATION PROCESS**

**1.7.1 The purpose of the pre-qualification process is to identify and shortlist eligible bidders possessing the technical, financial, and commercial capability to enter into a electricity supply arrangement with PEDO for the purchase of electricity generated from the Jabori Hydropower Project.**

**1.7.2 The pre-qualification process does not constitute an offer to supply electricity and is undertaken solely for the purpose of establishing a pool of qualified Prospective Bidders for subsequent stages of the transaction, subject to applicable approvals and regulatory requirements.**

## **1.8 PROJECT'S LOCATION AND ACCESSIBILITY**

**1.8.1 Jabori Hydropower Project is located in District Mansehra. The coordinates are given below:**

Project Name	Jabori Hydropower Project (Direct Supply of Electricity)
Project coordinates	34° 35' 15" N 73° 15' 25" E
Access Road	Siran Valley Road

## 2. ANNEXURE B – DATA SHEET

The following specific data shall supplement the provisions in the Prequalification Document.

<b>PROJECT NAME</b>		<b>Jabori Hydropower Project (Supply of Electricity) Located in Mansehra District, Khyber Pakhtunkhwa, Pakistan</b>
<b>1</b>	<b>Address and Contact Person of Procuring Entity / PEDO</b>	<b>Director Business Planning &amp; Analysis, PEDO Head Office, Room No 120, Sector 38-B/2, Phase V, Hayatabad, Peshawar, Khyber Pakhtunkhwa</b> <b>Phone No. 0092-91-9217224</b>
<b>2</b>	<b>Transaction Adviser</b>	Financial Consultant: <b>Sohail Ali Zaidi, Director, Bridge Factor (Pvt) Limited</b> ; email: sohail@bridgefactor.com  Legal Advisor: <b>Azm Ali</b> , Partner, Samdani Qureshi AQLAAL Email: azm@sqalaw.com
<b>3</b>	<b>Address for Submission of the Prequalification Application</b>	<b><u>The Chief Executive Officer,</u></b> <b><u>Pakhtunkhwa Energy Development</u></b> <b><u>Organization (PEDO)</u></b> <b><u>PEDO Head Office, Sector 38-B/2, Phase V,</u></b> <b><u>Hayatabad, Peshawar,</u></b> <b><u>Khyber Pakhtunkhwa.</u></b>
<b>4</b>	<b>Prequalification Application Submission Deadline</b>	1430 hours (PST) on APRIL 21, 2026
<b>5</b>	<b>Deadline for Clarifications</b>	APRIL 13, 2026

### **3. ANNEXURE C – PREQUALIFICATION CRITERIA**

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#### **3.1 FINANCIAL CRITERION**

##### **3.1.1 Financial Statements**

- (i) The Applicant shall submit audited financial statements for the last two (02) completed financial years.
- (ii) If audited accounts are not mandatory under law, certified financial statements signed by a Chartered Accountant may be submitted.

##### **3.1.2 Net Worth Requirement**

- (i) The Applicant shall demonstrate a Net Worth of PKR 350 million (or equivalent) as per the latest financial statements (2025) along with other information required in proforma E.
- (ii) Net Worth shall be calculated as:

$$\text{Net Worth} = \text{Total Assets} - \text{Total Liabilities}$$

- (iii) Revaluation surplus shall be excluded.

##### **3.1.3 Litigation**

- (i) The Applicant shall disclose ongoing material litigation.
- (ii) The Authority may disqualify an Applicant only where such litigation materially affects financial capacity.

##### **3.1.4 Banking & Payment Capability**

- (i) The Applicant shall provide:
  - Bank reference letter confirming satisfactory account conduct; OR
  - Evidence of existing banking facilities; OR
  - Credit rating (if available).
- (ii) Industrial Applicants shall provide electricity payment record for the last twelve (12) months.

##### **3.1.5 Consortium (If Applicable)**

- (i) Combined financial capacity of all members may be considered.

- (ii) Members shall be jointly and severally liable.
- (iii) No rigid 51% financial dominance requirement unless strategically needed.

### **TECHNICAL CRITERION**

#### **3.1.6 Nature of Proposed Industrial Project**

- (i) The Applicant shall submit a brief description of the proposed or existing industrial/commercial project established or to be established in Khyber Pakhtunkhwa.
- (ii) The submission shall include:
  - Sector and nature of activity;
  - Proposed or existing location;
  - Estimated total project cost;
  - Proposed electricity requirement (MW);
  - Expected date of commercial operations for proposed industrial/commercial project.
- (iii) The Applicant shall provide documentary evidence of seriousness of intent, such as:
  - Board Resolution approving the project; or
  - Expression of Interest/Letter of Intent from sponsors; or
  - Evidence of preliminary feasibility study.

#### **3.1.7 Proposed Electricity Demand**

- (i) The Applicant shall specify the proposed contracted capacity (MW) required from the Jabori Project.
- (ii) The Applicant shall provide a brief justification of load requirement, including:
  - Major equipment list (indicative);
  - Estimated connected load;
  - Estimated annual consumption (kWh).
- (iii) The Authority may seek clarification where projected demand appears technically inconsistent.

#### **3.1.8 Land Availability & Location Feasibility**

- (i) The Applicant shall demonstrate access to land for establishment of the proposed facility through:
  - Ownership documents; OR
  - Registered lease; OR
  - Allotment letter; OR
  - Evidence of land under acquisition process.
- (ii) The Applicant shall provide approximate distance of the proposed facility from the Jabori Project site.
- (iii) The Applicant shall provide an indicative route feasibility statement for dedicated power evacuation (no detailed survey required at this stage).

### **3.1.9 Interconnection & Dedicated Line Feasibility for direct supply arrangement**

- (i) The Applicant shall confirm willingness to establish a dedicated transmission/distribution line from the Jabori Project to the proposed facility preferably on private land, for direct supply arrangement.
- (ii) The Applicant shall provide:
  - Proposed voltage level;
  - Indicative interconnection concept;
  - Confirmation that no known technical barrier exists.
- (iii) Detailed engineering design shall not be required at the prequalification stage.

### **3.1.10 Implementation Capability for direct supply arrangement**

- (i) The Applicant shall demonstrate capability to implement the proposed industrial project by providing:
  - Experience in similar industrial projects to be given in proforma D;
  - Profile of management team; and
  - Engagement of technical consultants (if any).
- (ii) Where the Applicant is a newly incorporated SPV, experience of parent/sponsor company may be considered.

### **3.1.11 Development Timeline**

- (i) The Applicant shall provide an estimated timeline for:
  - Commencement of construction;
  - Completion of facility;
  - Readiness to receive power.
- (ii) The Applicant shall confirm that the proposed timeline aligns with the commissioning schedule of the Jabori Project.

### **3.1.12 Regulatory & Environmental Compliance**

- (i) The Applicant shall confirm that it shall obtain all required statutory approvals, including:
  - Environmental approvals;
  - Industrial licensing (if applicable);
  - Building and safety approvals.
- (ii) Submission of final permits shall not be required at prequalification stage.

### **3.1.13 Consortium (If Applicable)**

- (i) Consortium members shall clearly define roles (industrial sponsor, financial investor, technical partner, etc.).
- (ii) All members shall be jointly and severally liable.
- (iii) No change in consortium composition shall be permitted without prior approval of the Authority.

## 1. PROFORMA A: PREQUALIFICATION APPLICATION FORM

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**DATE** [●]

**TO:** []

*(insert address)*

**RE: Jabori Hydropower Project (Direct Supply of Electricity) (THE PROJECT)**

Dear [Sir/Madam],

Pursuant to the Request for Expression of Interest dated *[Please insert the relevant date]*, *[Name of Prospective Bidder/Lead Member]* hereby submits its Prequalification Application in conformity with the Prequalification Document dated *[Please insert the relevant date]* (as amended and/or supplemented from time to time) and requests to be considered for prequalification for the Project.

*All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.*

*[Name of Prospective Bidder or where the Prospective Bidder is a Consortium the Lead Member]* hereby applies to become a Prequalified Bidder.

*[Name of Prospective Bidder/Lead Member]* hereby confirms that it:

- a) agrees to comply with all the tender rules, laws and regulations governing the tender as issued by the relevant authorities from time to time;
- b) accepts the right of the Procuring Entity to (i) request additional information reasonably required to assess the application, (ii) amend the procedures and rules or make clarifications thereof, and (iii) extend or amend the timelines of the prequalification and the tender;
- c) accepts the exclusive application of the laws of Pakistan and the jurisdiction of the courts of Peshawar, Pakistan for any dispute with respect to these prequalification procedures and Prequalification Document; and
- d) fully and completely understands and accepts the terms of the Prequalification Document and hereby undertakes to comply with the same.

*[Name of Prospective Bidder/Lead Member]* hereby represents and warrants that as of the date of this letter:

- a) all of the information submitted in this Prequalification Application, including the enclosed forms and documents, is true accurate and complete in all respects;
- b) *[Name of Prospective Bidder/Lead Member]*, [and each Consortium Member], is

currently solvent and is able to pay their debts as and when they fall due and have not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding during the last five (5) years; and

c) [Name of Prospective Bidder/Lead Member], [and each Consortium Member], has(ve) paid all taxes due, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

In accordance with Section 1.6 of Annexure A (*Potential Supply under Competitive Trading Bilateral Contract Market (CTBCM)*), the [Name of Prospective Bidder/Lead Member] hereby indicates its preliminary preference with respect to the proposed transaction structure, as follows:

(a) Participation under the Direct Supply Arrangement from the Jabori Hydropower Project;

(b) Participation under the CTBCM framework, in which case the Applicant indicates its preliminary preference for:

(i) Supply from the Jabori Hydropower Project; or

(ii) Supply from another hydropower project owned by PEDO (subject to availability and regulatory approvals).

The Applicant acknowledges that this indication is non-binding and provided solely for indicative and planning purposes, and that the Procuring Entity reserves the right to structure, sequence, or allocate the Project capacity in accordance with applicable laws, regulatory requirements, and the RFP Stage documentation.

Attached herewith to this Prequalification Application are the following documents, as appropriate:

- i. Proforma A: Prequalification Application Form
- ii. Proforma B: Basic Information Form
- iii. Proforma C: Power of Attorney from Consortium Members
- iv. Proforma D: Technical Data Form
- v. Proforma E: Financial Data Form
- vi. Proforma F: Affidavit
- vii. Proforma G: Power of Attorney

[Name of Prospective Bidder/Lead Member] hereby designates [•] as its representative to receive notices in respect of the Prequalification Stage and the RFP Stage at the following address, telephone and facsimile numbers:

[Representative's address, telephone and facsimile numbers.]

[signature]

In the capacity of [*position*]

Authorized to sign this Prequalification Application for [*Name of Prospective Bidder*]

## 2. PROFORMA B – BASIC INFORMATION FORM

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PROSPECTIVE BIDDER INFORMATION:

NAME:

TYPE: (*Corporation, Partnership, etc.*)

COMPANY INCORPORATION NO:

DOMICILE:

ADDRESS OF PRINCIPAL OFFICE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRIMARY AREAS OF BUSINESS:

SHAREHOLDER CERTIFICATE / STRUCTURE (*attach separately*)

CONSORTIUM MEMBERS INFORMATION: (*if applicable, fill in details for all members, identifying the Lead Member and/or the Consortium Member(s) to be evaluated for each of the Prequalification Criteria set forth in Section 7.3 (Prequalification Criteria)*)

NAME:

TYPE: (*Corporation, Partnership, etc.*)

COMPANY INCORPORATION NO:

DOMICILE:

ADDRESS OF PRINCIPAL OFFICE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRIMARY AREAS OF BUSINESS:

SHAREHOLDER CERTIFICATE / STRUCTURE (*ATTACH SEPARATELY*)

### 3. PROFORMA C – POWER OF ATTORNEY FROM CONSORTIUM MEMBERS

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TO ALL TO WHOM THESE PRESENTS SHALL COME

We, the undersigned,

1. [Name of Consortium Member 1], a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Address];
2. [Name of Consortium Member 2], a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Address];
3. [Name of Consortium Member 3], a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Address];
4. [Name of Any Additional Consortium Members] (collectively, the "Consortium Members"),

do hereby jointly and severally nominate, constitute, and appoint:

[Name of Lead Member],

a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Address], acting through its duly authorized signatory [Authorized Representative's Name, Designation], as our true and lawful Attorney-in-Fact (hereinafter referred to as the "Lead Member"), with full power and authority to do on our behalf, jointly and severally, all such acts, deeds, and things as may be required in connection with or incidental to our Prequalification Application for the [Project Name], including but not limited to:

- i. Sign, submit, and execute the Prequalification Application and any related documents, affidavits, undertakings, certificates, or agreements.
- ii. Represent and act on behalf of the Consortium in all matters related to the Prequalification Stage, Request for Proposal (RFP) Stage, and subsequent bidding processes.
- iii. Negotiate, communicate, receive instructions, and correspond with the Procuring Entity, Government, or any other relevant entity concerning the Prequalification Application.
- iv. Bind the Consortium Members to all obligations, representations, and undertakings made in the Prequalification Application and any related submissions.
- v. Take any necessary actions, sign contracts, agreements, or undertakings on behalf of the Consortium if selected for further stages of the procurement process.

- a). The Lead Member shall have full authority and discretion to act on behalf of all Consortium Members as per the terms of this Power of Attorney.
- b). All acts, deeds, and representations made by the Lead Member shall be legally binding on all Consortium Members.
- c). This Power of Attorney shall remain valid, binding, and irrevocable for the entire Prequalification and bidding process, including any contract execution period, unless expressly revoked with prior written consent from the Procuring Entity.

IN WITNESS WHEREOF, we, the Consortium Members, have executed this Power of Attorney as of this [Date], under the laws of [Applicable Jurisdiction].

For and on behalf of [insert name of each Consortium Member]

Signature [●]

Name, Title and: [●]

Address: [●]

Signature of the Attorney \_\_\_\_\_

Name, Title and: [●]

Address of the Attorney: [●]

Witnesses

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

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

**Note:**

To be executed by all Consortium Members in favor of the attorney.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the party executing. Where required to bind the entity, execution should be under seal affixed in accordance with the required procedure.

For a power of attorney executed and issued overseas, the same will also be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

#### 4. PROFORMA D – TECHNICAL DATA FORM

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The Prospective Bidder or, if the Prospective Bidder is a Consortium, the Lead Member, should provide sufficient detail of experience in the form provided below along with the evidence substantiating the given detail/information. The experience shall be entered in a separate form to enable the Procuring Entity/Procurement Committee to evaluate fulfilment of technical criteria as described in Section 7.3 (*Prequalification Criteria*) of this Prequalification Document.

Sr. No.	Particulars	Details
1	Name of Project	
2	Location (City/Province/Country)	
3	Sector / Nature of Industry	
4	Brief Description of Project	
5	Installed / Production Capacity	
6	Total Project Cost (PKR)	
7	Date of Commencement	
8	Date of Completion / COD	
9	Current Status (Operational / Completed / Ongoing)	
10	Name of Entity Claiming Experience	
11	Role (Owner / Sponsor / Developer / Operator / Investor)	
12	Shareholding Percentage (if applicable)	

13	Scope of Responsibility	
14	Relevance to Proposed Offtake Arrangement from the power plant	
15	Supporting Documents Attached	

## 5. PROFORMA E - FINANCIAL DATA FORM

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The information set out in the tables below shall be used to assess compliance with financial criteria. The financial statements audited by the qualified chartered accountants at ICAP panel must be provided by the Applicant

Sr. No.	Particulars	FY-1 (2024)	FY-2 (2025)	Details / Remarks
1	Total Assets (PKR)			
2	Total Liabilities (PKR)			
3	Net Worth (Assets – Liabilities) (PKR)			
4	Annual Turnover / Revenue (PKR)			
5	Profit / (Loss) After Tax (PKR)			
6	Name of Principal Bank(s)	–	–	
7	Existing Credit Facilities (if any)	–	–	
8	Credit Rating (if applicable)	–	–	
9	Ongoing Material Litigation (Yes/No)	–	–	
10	Estimated Financial Exposure / Contingent Liabilities (PKR)	–	–	

## 6. PROFORMA F – AFFIDAVIT

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[on stamp paper]

DATE [●]

TO: [●]

[insert address]

RE: JABORI HYDROPOWER PROJECT (DIRECT SUPPLY OF ELECTRICITY) LOCATED AT MANSEHRA DISTRICT, IN THE PROVINCE OF KHYBER PAKHTUNKHWA (THE **PROJECT**)

Pursuant to the Prequalification Document dated [*Please insert the Date*] (as amended, supplemented and or modified from time to time) (the **Prequalification Document**) in respect of the Project, [*Name of Prospective Bidder(s)/ Member(s) of Consortium<sup>1</sup>*] hereby duly issues this affidavit confirming, undertaking, representing and warranting that the [*Name of Prospective Bidder(s)/ Lead Member(s) of Consortium*], [*Consortium Member (if applicable)*]<sup>2</sup>:

- a) affirms its full and unconditional acceptance of all terms, conditions, and disclaimers outlined in Section 2.1 (*Disclaimer / Important Notice*) of the Prequalification Document);
- b) is solvent and able to pay its debts as and when they fall due and is not in bankruptcy or liquidation proceedings or receivership, or wound up, or their affairs are not being administered by a court or a judicial officer, or their business activities have not been suspended or they are not the subject of legal proceedings of any of the foregoing and have a reasonable expectation of being able to discharge all financial liabilities as they fall due;
- c) has not been convicted of, fraud, corruption, collusion or collusive practices or money laundering;
- d) is not aware of any Conflict of Interest or potential Conflict of Interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations in the Prequalification Stage and RFP Stage and in respect of the direct supply arrangement and that it satisfies the requirements of Section 6.1 (*Eligibility Requirements*) of the Prequalification Document;

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<sup>1</sup> In case of a Consortium, the Affidavit is to be executed by each Consortium Member separately;

<sup>2</sup> To be included only in case of a Consortium;

- e) does not fall within any of the circumstances for ineligibility or disqualification listed in Section 6.2 (*Disqualifications and Anti-Corruption Compliances*) of the Prequalification Document;
- f) is not ineligible / blacklisted to participate in, bid for or undertake any contract or project (including the upgradation / revamping of the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance or practices similar to the Anti-Corruption Practices) by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or international organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.);
- g) has not been declared ineligible by any court of law or convicted of fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or harm to human life, or for any criminal offence related to their professional conduct in the period of three (3) years prior to the date of this Affidavit, nor is the subject of, credible and/or persistent allegations related to, or is under investigation for, such criminal activities;
- h) has no action, suit or other legal proceeding or governmental investigation pending against it or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof which questions the validity and execution of this Affidavit and/or the Prequalification Application or the representations provided in this Affidavit and the Prequalification Application;
- i) has no tax liabilities or liabilities in respect of judgements awarded by any court or similar proceedings in the period of five (5) years prior to the date of this Affidavit, save in each case to the extent that it has made suitable accounting provision for such liabilities in accordance with applicable accounting regulations;
- j) has not directly or through an agent, engaged in, indulged in or breached any Anti-Corruption Practices or engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction;
- k) has not concealed any information that might hinder the prequalification or bidding process (as applicable) to be conducted for the Project;
- l) has not failed to sign a contract with any procuring authority following award;
- m) has not been included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions

of 9 April 2010;

- n) has not been included on any sanctions list promulgated by the UN Security Council or its Committees, or any other recognized international sanctions list; and/or
- o) all pending litigation against the Prospective Bidder (and in case of a Consortium, each Consortium Member thereof), shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be, any litigation that prevents the Prospective Bidder (and in case of a Consortium, each member thereof) to participate in this project.

Unless expressly provided otherwise or the context requires to the contrary, all capitalized terms used herein shall bear the meaning ascribed thereto in the Prequalification Document.

FOR AND ON BEHALF OF

[NAME OF PROSPECTIVE BIDDER / LEAD MEMBER]

(Authorized Representative)

[Signature]

NAME: [●]

DESIGNATION: [●]

COMPANY SEAL/STAMP

WITNESSES:

Name: [●]

CNIC/Passport No.: [●]

Address: [●]

Signature: [●]

Name: [●]

CNIC/Passport No.: [●]

Address: [●]

Signature: [●]

#### NOTARIZATION CERTIFICATE

This document has been signed and executed before me by [*Authorized Representative's Name*], duly authorized on behalf of [*Prospective Bidder/Lead Member*], who has acknowledged before me that he/she has executed this document for the purposes stated herein.

GIVEN under my hand and official seal this [*Date*].

[*Name of Notary Public*]

[*Seal & Stamp of Notary Public*]

[*Address*]

Notes:

In case of a Consortium, this Affidavit should be executed by each Consortium Members.

The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the party executing. Where required to bind the entity, execution should be under seal affixed in accordance with the required procedure.

For the affidavit executed and issued overseas, the same will also be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

## 7. PROFORMA G – POWER OF ATTORNEY (SIGNATORY)

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[stamp paper]

[to be issued by the Prospective Bidder / Lead Member in favour of the signatory of the Prequalification Application]

This Power of Attorney is made at [City], on this [Date] by:

[NAME OF PROSPECTIVE BIDDER / LEAD MEMBER], a company duly incorporated and validly existing under the laws of [Jurisdiction], having its registered office at [Address] (hereinafter referred to as the “Grantor”, which expression shall, unless repugnant to the context, mean and include its successors-in-interest, administrators, legal representatives, and assigns),

IN FAVOUR OF:

[Name of Attorney], son/daughter of [Father’s Name], holding CNIC/Passport No. [●], resident of [Address], presently working as [Designation] in [Company Name].

WHEREAS:

A. The Government of Khyber Pakhtunkhwa has issued a Prequalification Document dated [Insert Date], for Jabori Hydropower Project (Direct Supply of Electricity) in the Province of Khyber Pakhtunkhwa (the “Project”).

B. The Grantor, [either solely or as the Lead Member of the Consortium], is desirous of submitting an application for prequalification (the “Prequalification Application”) in response to the Prequalification Document.

C. The Grantor is required to submit a Power of Attorney in the prescribed format, authorizing its duly authorized representative(s) to sign the Prequalification Application and undertake all actions in connection therewith.

NOW, THEREFORE, THE GRANTOR DOES HEREBY NOMINATE, CONSTITUTE, AND APPOINT [Name of Attorney], as its true and lawful attorney (“Attorney”), to do, execute, and perform all or any of the following acts, deeds, matters, and things in the name and on behalf of the Grantor, in connection with the Prequalification Application for the Project:

1. To sign, execute, and submit the Prequalification Application, together with all supporting documents, affidavits, undertakings, declarations, and any other document required under the

Prequalification Document.

2. To represent and act on behalf of the Grantor before the Procuring Entity, the Government of Khyber Pakhtunkhwa, and all relevant entities, in all matters relating to the Prequalification Process, including responding to any queries, requests, or clarifications.
3. To accept any notices, correspondence, or communications in relation to the Prequalification Stage and to provide any further information, undertakings, or documentation as may be required.
4. To make representations, negotiate, and execute necessary agreements or instruments required under the Prequalification Document and the procurement process.
5. To perform all acts and deeds necessary or incidental to the completion of the Prequalification Stage, including making necessary filings, declarations, and submissions.
6. To delegate authority (if necessary) to any officer or representative of the Grantor.
7. The Grantor undertakes that all acts, deeds, and things lawfully done by the Attorney pursuant to this Power of Attorney shall be binding on the Grantor, as if they were performed by the Grantor itself.
8. The Grantor further undertakes to ratify and confirm all lawful acts and decisions undertaken by the Attorney in pursuance of this Power of Attorney.
9. This Power of Attorney shall remain valid for the term of direct supply arrangement, unless revoked earlier in writing by the Grantor and notified to the Procuring Entity.

IN WITNESS WHEREOF, the Grantor, through its authorized signatory, has executed this Power of Attorney on this *[Date]*, in the presence of the undersigned witnesses.

FOR AND ON BEHALF OF

[NAME OF PROSPECTIVE BIDDER / LEAD MEMBER]

(Authorized Representative)

[Signature]

NAME: [●]

DESIGNATION: [●]

COMPANY SEAL/STAMP

WITNESSES:

Name: [●]

CNIC/Passport No.: [●]

Address: [●]

Signature: [●]

Name: [●]

CNIC/Passport No.: [●]

Address: [●]

Signature: [●]

#### NOTARIZATION CERTIFICATE

This document has been signed and executed before me by [*Authorized Representative's Name*], duly authorized on behalf of [Prospective Bidder/Lead Member], who has acknowledged before me that he/she has executed this document for the purposes stated herein.

GIVEN under my hand and official seal this [*Date*].

[Name of Notary Public]

[Seal & Stamp of Notary Public]

[Address]

Note:

In case of a Consortium, to be executed by Lead Member in favor of the Attorney.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the party executing. Where required to bind the entity, execution should be under seal affixed in accordance with the required procedure.

For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.