



বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ড  
Bangladesh Power Development Board

কেন্দ্রীয় সচিবালয়, বিটপো  
ওয়ারশাদা ভবন (২য় তলা),  
মতিঝিল বা/এ, ঢাকা-১০০০।  
ফোন : ৯৫৫৪২০৯, ৯৫৬৭৩৫০

Memo No- 2378-BPDB(Sectt.)/Dev-181/2007

Dated: 21-11-2013

To  
IFE-CPC-JEL Consortium  
House no - 5/10, Block-D,  
Lalmatia, Dhaka.  
Mob: +8801714009100  
Tel: +88029130178-9  
Fax: +88028116513  
Email: info@cpc.com.bd

**Subject: Letter of Intent (LOI) for the development of a 3 MWp Grid-Tied SPV Power Project On Build, Own & Operate (BOO) Basis at Sharishabari, Jamalpur, Bangladesh**

**Ref:** বিজ্ঞাপন মন্ত্রণালয়ের সূত্র নং-বিজ্ঞাপন/বিঃউঃ-১/বেসরকারিকরন-৩১/২০১৩/৯৫৫, তারিখঃ ০৭/১১/২০১৩ ইং।

Dear Sir,

**A. REFERENCE**

On September 19, 2012, Bangladesh Power Development Board issued Bid Document comprising of Qualification Document and Request for Proposal for designing, financing, insuring, construction, ownership, commissioning, operation and maintenance of an electricity generation project of 3 MWp Grid-Tied SPV Power at Sharishabari, Jamalpur, Bangladesh, which will sell Dependable Capacity and Net Energy Output to the Bangladesh Power Development Board, hereinafter referred to as "BPDB". Following the submission of your Qualification Statement and Proposal dated 11 March, 2013 in response to the Qualification Document and Request for Proposal (RFP), and subsequent evaluation and you being designated as the "First Ranked Bidder", this Letter of Intent, hereinafter referred to as the "LOI" is being issued to the addressee pursuant to approval received from the Power Division, Ministry of Power, Energy and Mineral Resources (MPEMR), Bangladesh Secretariat, Dhaka vide memo referred above for the development of the project identified below (the "Project") on the terms described in the RFP and in this LOI. Capitalized terms used and not defined herein are defined in the RFP.

**B. AUTHORIZATION**

The People's Republic of Bangladesh represented by the Power Division, Ministry of Power, Energy and Mineral Resources, hereinafter referred to as the "GOB" accords its approval on the Levelized Tariff of 0.1897 US\$/KWh (considering Plant factor 18.95%, discount factor 12% and term 20 years as per RFP and exchange rate: 1 USD=BDT 77.75, B.C rate of Bangladesh Bank Web site on 10.07.2013) of IFE-CPC-JEL Consortium, hereinafter referred to as the "Sponsor" and grants its permission to IFE-CPC-JEL Consortium, to design, finance, insure, construct, own, Commission, operate and maintain (the "Project") a 3 MW±10% (at Reference Site Condition), Solar power generating facility, hereinafter referred to as the "Facility", as more fully described in the Proposal.

The Facility will have a net electric power generating capacity of 3 MW±10%. Net Dependable Capacity and Net Energy Output from the Facility will be sold under the Power Purchase Agreement, hereinafter referred to as the "PPA". The Company formed by the Sponsor shall be solely responsible for the development and completion of the Project and development of the necessary related facilities in accordance with the requirements contained in the RFP and the timetable and milestones contained in the Proposal, as measured from the date of issuance of this LOI and from the Project Effective Date.



### **C. FORMATION OF COMPANY**

The Project Agreements shall be executed by a "Company" which will be responsible for design, finance, insure, build, own, operate and maintain etc. of the Project. The "Company" for the purpose of this project will be a special purpose vehicle i.e. a public/private limited company incorporated in Bangladesh promoted and sponsored by the Sponsor (in case of Joint Venture Consortium by all the Joint Venture Partners). After the incorporation of the "Company", the rights and obligations of the Sponsor hereunder will be assigned to the "Company".

### **D. NO LIABILITY FOR REVIEW**

No review, examination, evaluation or approval by BPDB of any document, instrument, drawing, specifications or design proposed or delivered by the Sponsor or the Company in connection with the delivering of its Proposal or BPDB's evaluation thereof or the issuance of this LOI shall relieve the Sponsor or the Company from any obligation or liability that it would otherwise have had for its negligence in the preparation of such document, instrument, drawing, specification or design or failure to comply with applicable laws of Bangladesh or to satisfy the Company's obligations under this LOI, the Project Agreements, or the other documents comprising the Security Package (as defined in the IA) with respect thereto, nor shall BPDB be liable to the Sponsor or the Company or any other person by reason of its review, examination, evaluation or approval of any document, instrument, drawing, specification, or design.

### **E. VALIDITY OF THE PROPOSAL AND THE BID SECURITY**

Pursuant to Request for Proposal (RFP), the validity of the Proposal and Bid Security shall have to be extended upon request from BPDB for an additional period of three (3) Months or more until such time as the Project Agreements are executed.

### **F. GOVERNING LAW**

This Letter of Intent shall be governed by and construed in accordance with the Laws of Bangladesh.

### **G. ACCEPTANCE OF LETTER OF INTENT (LOI)**

You are requested to communicate your acceptance (not acknowledgement) of this LOI within 7 (seven) days from the issuance of this LOI.

### **H. TERMINATION OF LOI**


1. The Company formed by the Sponsor will sign the Implementation Agreement ("IA") and the Power Purchase Agreement ("PPA") with the GOB and BPDB respectively on the date to be notified by BPDB, failure to which, BPDB shall reserves the right to terminate this LOI by written notification to the Sponsor & forfeit the Bid Security.
2. The Sponsor will provide the Performance Security Deposit for the amount of Tk 1 (one) crore only, Certificate of Incorporation (along with Memorandum and Articles of Association) for newly formed "Company" in Bangladesh no later than two (2) days prior to the date of signing of the Project Agreements, failure to which, BPDB shall reserves the right to terminate this LOI by written notification to the Sponsor.
3. The Sponsor shall ensure 70% foreign investment of the total Project cost by submitting commitment letter/letter of interest from the financing institutions prior to the signing of the Project Agreements, failure to which, BPDB shall reserves the right to terminate this LOI by written notification to the Sponsor and subsequent failure to secure at least 70% foreign investment will be an Event of Default under Implementation Agreement.
4. The Sponsor shall submit their financing plan of the Project along with the acceptance of LOI, failure to which, BPDB shall reserves the right to terminate this LOI by written notification to the Sponsor.



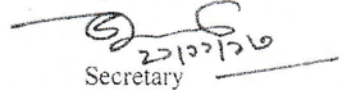


5. The Sponsor shall extend the Bid Validity (Proposal validity) & the Bid Security validity at least 7 (seven) days prior to the expiration of the Bid validity and Bid Security validity, failure to which, BPDB shall have the right to forfeit the Bid Security.
6. Upon termination of LOI, neither the Sponsor nor the Company shall have any claim for compensation or damages against BPDB or any other governmental agency on any grounds whatsoever.

BPDB looks forward to working with you to make the Project a great success.

  
Director  
Renewable Energy Research & Dev  
Bijet Bhawan, PCB  
Dhaka.

Memo No- -BPDB(Sectt.)/Dev-

By order,  
  
Secretary  
Bangladesh Power Development Board  
Dated: - -2013

**Copy to:**

1. Chairman, REB, Joar Shahara, Khikhet, Dhaka.
2. Member, Finance/Company Affairs/Generation/Administration/P&D/Distribution, BPDB, Dhaka.
3. Chief Engineer, Private Generation (IPP/PPP)/Generation/P&D, BPDB, Dhaka.
4. Controller of Accounts & Finance, BPDB, Dhaka.
5. Director, Renewable Energy and Research & Dev./ IPP Cell-1/IPP Cell-2/ IPP Cell-3/Finance/Contract and Consultant Administration, BPDB, Dhaka.
6. C S O to Chairman, BPDB, Dhaka.
7. P S to Secretary, Power Division, Ministry of Power, Energy & Mineral Resources, Bangladesh Secretariat, Dhaka.
8. Office Copy.

Senior Section Officer (Dev)  
Central Secretariat, BPDB, Dhaka.

