REQUEST FOR EXPRESSIONS OF INTEREST
Supply of Floating Solar Structures, Anchoring and Mooring Systems, and Localised Manufacture of HDPE PE 100 Pipes

1,000 MW Floating Solar Photovoltaic Project, Lake Kariba, Zimbabwe

REOI Reference	[GHP/FPV/REOI/001/2026]
Issued by	Green Hybrid Power (Private) Limited, as project company (the "**Project Company**")
Procurement method	Open, internationally advertised pre-qualification / expression of interest, conducted in two Lots
Lots	Lot A — International OEM: floating structure system, anchoring and mooring design and supply Lot B — Localised manufacture and supply of HDPE PE 100 pipe and float components
Date of publication	September 11, 2026 (the "**Publication Date**")
Deadline for clarifications	September 18, 2026 (Publication Date + 7 calendar days), 15:00 hrs Central Africa Time ("**CAT**")
Submission Deadline	September 30, 2026 (not earlier than Publication Date + 15 calendar days), 15:00 hrs CAT
Submission channel	Electronic submission only, to the dedicated procurement mailbox at clause 14.2
Language	English
Currency	United States Dollars ("**USD**")
Validity of responses	120 calendar days from the Submission Deadline
Cost of participation	No fee is payable to participate. Respondents bear their own costs.
Early Works Authorisation	is a written, limited instruction from the Project Company authorising a contractor or supplier to carry out specifically identified project-development or preparatory work before the main definitive contract is executed

1. INTRODUCTION AND PURPOSE

1.1. Green Hybrid Power (Private) Limited, a company incorporated under the laws of Zimbabwe (the **"Project Company"**), is developing a floating solar photovoltaic power project with an ultimate installed capacity of approximately 1,000 MW on Lake Kariba, Zimbabwe (the **"Project"**).

1.2. The Project Company invites Expressions of Interest (each an **"EOI"**) from suitably qualified and experienced entities wishing to be pre-qualified for participation in a subsequent competitive procurement for the supply packages described at clause 3 (this document, the **"REOI"**).

1.3. This REOI is a pre-qualification and market-sounding exercise. Its purposes are to:

1.3.1. identify the field of capable suppliers;

1.3.2. establish an objective, documented and auditable record of supplier selection;

1.3.3. obtain indicative technical and commercial information to inform the Project's financial model and bankable feasibility study; and

1.3.4. satisfy the procurement, integrity and environmental and social due diligence expectations of the Project's prospective lenders and equity investors.

1.4. The Project Company intends to finance the Project through a syndicate of development finance institutions and commercial lenders, with the African Export-Import Bank (**"Afreximbank"**) anticipated to act as lead arranger (together with the other financiers) (the **"Financiers"**). This REOI has accordingly been prepared to align with the procurement, integrity and environmental and social standards ordinarily applied by development finance institutions to privately procured infrastructure, including Afreximbank's Anti-Bribery and Corruption Policy and environmental and social management requirements.

1.5. The Project Company has held preliminary, exploratory and non-binding discussions with a number of potential suppliers in the ordinary course of project development. No such discussion, correspondence, memorandum of understanding, letter of intent or other preliminary arrangement confers on any person any preference, priority, right of first refusal or advantage in this process, and any such arrangement is expressly subject to, and will be superseded by, the outcome of this REOI and any subsequent procurement. All Respondents are assessed solely against the criteria set out in this REOI. For the avoidance of doubt, this clause does not affect any pre-existing intellectual property rights, confidentiality obligations or payment or reimbursement rights arising under a separately executed written agreement or Project Company authorised work order. Neither any such pre-existing rights nor any prior engagement with the Project Company shall confer any scoring advantage, preferential treatment or entitlement to award in this REOI or any subsequent procurement process.

2 THE PROJECT

2.1 The Project is to be developed in two phases:

2.1.1 **Phase 1** — approximately 500 MWac (approximately 620–650 MWdc), being the subject of the immediate procurement; and

2.1.2 **Phase 2** — a potential extension of approximately 500 MWac, the timing and implementation of which are not committed and remain subject to separate approvals.

2.2 The reference design is a high-density polyethylene (“**HDPE**”) PE 100 pipe-based floating structure with an integrated anchoring and mooring system, deployed on a large tropical hydroelectric reservoir. Indicative parameters are set out below. These are indicative only, are derived from work in progress, and do not constitute a technical specification.

Parameter	Indicative value
Site	Lake Kariba, Zimbabwe (freshwater reservoir; sheltered inland water body)
Phase 1 capacity	500 MW
Float system	HDPE PE 100 pipe-based floating structure, incorporating anchoring and mooring
Principal pipe diameters	c. 235 mm and c. 160 mm (to be confirmed at detailed design)
Reservoir water level	Subject to substantial seasonal and inter-annual variation. Station-keeping and mooring design must accommodate the full historical drawdown range of1meter under floating structure at minimum hydro dam operation, maximum water

	depth estimated 30-40m water depths during high water seasons.
Project stage	Bankable feasibility study stage
Offtake	Long-term contracted offtake arrangement (20-25 years)

2.1. Respondents should note that the reservoir water level regime, and the consequential demands on station-keeping, mooring and structural fatigue design, are among the most material technical risks of the Project. Responses that do not credibly address large water-level variation will score poorly under the technical criteria.

3. SCOPE OF THE REQUIREMENT

Lot A — International OEM Supplier

3.1. The scope contemplated for Lot A comprises:

3.1.1 design of the floating structure, including anchoring and mooring, to recognised international standards, including as applicable DNV-RP-0584 (Design, development and operation of floating solar photovoltaic systems), DNV-ST-C108 (Structural design of floats for floating photovoltaic systems) and DNV-ST-E309 (Station keeping of floating solar photovoltaic systems), or demonstrable equivalent;

3.1.2 manufacture and supply of imported components of the floating structure system, including HDPE components not sourced locally;

3.1.3 securing and maintaining international insurance cover for the design, placed with insurers rated not lower than A- (or equivalent) by a recognised international rating agency;

3.1.4 support to the Financiers and their advisers in commercial, technical and design due diligence, including responding to independent technical adviser queries;

3.1.5 instruction, training, qualification and formal sign-off of the Lot B localisation supplier and its production facility;

3.1.6 oversight and supervision of local manufacture, on-site assembly and installation, whether directly or through qualified subcontractors, with representations and warranties in respect of the integrated system remaining with the Lot A supplier;

3.1.7 training and operations and maintenance support, directly or indirectly, for not less than the senior debt tenor; and

3.1.8 transparent international raw material pricing, on an open-book or indexed basis, for the duration of supply.

Lot B — Localisation Supplier (HDPE manufacture)

3.2. The scope contemplated for Lot B comprises:

3.2.1 investment in extrusion and ancillary manufacturing plant of a specification approved by the Lot A supplier;

3.2.2 establishment of an additional manufacturing base in the Kariba area, sufficient to supply the majority of the Project's HDPE pipe requirement from that facility;

3.2.3 manufacture of HDPE PE 100 pipes (min. Ø 90-235mm diameters) and float components to defined international quality standards, under Lot A guidance and qualification;

3.2.4 representations and warranties as to inbound raw material quality and manufactured output quality, capable of being subsumed within the Lot A and EPC warranty wrap;

3.2.5 production volumes delivered against defined production slots aligned to the Project's EPC, manufacturing and logistics programme;

3.2.6 insurance cover for the local manufacturing operation to international standards, on terms enabling the Project's A- rated cover to extend to locally manufactured components; and

3.2.7 recruitment and training of an adequate local workforce for the required monthly production output.

Lot interface and warranty wrap

3.3. Respondents are advised that the Project Company requires a single, unbroken chain of technical responsibility across the two Lots. The Lot A supplier will be required to qualify, supervise and stand behind the output of the Lot B supplier to the extent such output has been manufactured in accordance with the Lot A supplier's approved design, material specifications, manufacturing processes and quality-control requirements and has successfully completed the applicable qualification requirements. The Lot B supplier shall remain responsible for manufacturing deviations, defects and non-compliance attributable to its own manufacturing activities. The Lot B supplier will be required to accept that qualification, supervision and quality regime. Willingness to operate on this basis is a pre-qualification requirement for both Lots and is scored under the evaluation criteria.

3.4. Given the technical interdependence between Lot A and Lot B, Respondents shall demonstrate, as part of the evaluation process, their ability to operate within a single, unbroken chain of technical responsibility across the two Lots. The Project Company may require Respondents to participate in a documented technical compatibility and localisation-interface assessment against objective criteria disclosed in this REOI, including the proposed allocation of technical responsibility, qualification and supervision arrangements, quality assurance and quality control arrangements, manufacturing interfaces and warranty and liability arrangements. Participation in any such assessment, and any prior participation in the Project, shall not confer any preference, priority, scoring advantage or entitlement to award

3.5. Any warranty or other responsibility arrangement contemplated in respect of the interface between Lot A and Lot B shall be documented in an agreed interface and responsibility matrix forming part of the Definitive Agreements. The respective obligations of the Lot A and Lot B suppliers shall be clearly allocated by reference to their respective design, manufacturing, qualification, supervision and other contractual responsibilities. The Definitive Agreements shall provide for appropriate back-to-back warranties and indemnities whether directly between the Lot A and Lot B suppliers or through the applicable EPC and/or Project Company contracting structure, to support the obligations assumed by each supplier towards the Project Company, and shall provide that the Project Company shall not be entitled to double recovery in respect of the same loss.

3.6. A Respondent may submit an EOI for one or both Lots. Where a Respondent submits for both, it must submit separate and complete responses for each Lot. Pre-qualification for one Lot does not imply pre-qualification for the other.

3.7. Consortia and joint ventures may respond, provided that:

3.7.1. a lead member is identified and is authorised to bind the consortium;

3.7.2. all members are individually eligible under clause 5;

3.7.3. members are jointly and severally liable in respect of any resulting contract; and

3.7.4. the composition of the consortium may not be altered after the Submission Deadline without the Project Company's prior written consent. A single entity may not participate in more than one consortium, or both individually and as a consortium member, for the same Lot.

3.8. Any arrangement in respect of Phase 2 will be determined by a separate process at the relevant time. Nothing in this REOI, and nothing arising from it, confers any right, option or preference in respect of Phase 2.

4. FINANCING CONTEXT AND LENDER REQUIREMENTS

4.1. Respondents should assume that any contract arising from this process will be entered into by a project-financed special purpose vehicle, and will accordingly be subject to lender review, direct agreement, step-in rights, assignment by way of security, and lender-driven amendment prior to financial close.

4.2. Funding routes under consideration include development finance institution and European debt, EPC-plus-financing structures, and export credit agency-supported facilities. Respondents will be expected to support the structuring, documentation and disbursement requirements of whichever route is adopted, including local content, eligibility and origin certification requirements imposed by an export credit agency.

4.3. Any award will be conditional upon, among other things:

4.3.1. financial close of the Project;

4.3.2. Financier approval of the relevant supplier and contract;

4.3.3. placement of international insurance cover on acceptable terms;

4.3.4. satisfactory know-your-customer, customer identification, sanctions and anti-bribery and corruption screening;

4.3.5. satisfactory final technical due diligence and design verification, including by the Financiers' independent technical adviser; and

4.3.6. the overall commercial feasibility of the Project.

4.4. Respondents must be able to receive payment, and to hold and repatriate proceeds, in a manner compliant with Zimbabwean exchange control law and the Project's exchange control approvals. Respondents should indicate in their response any assumption or requirement they hold in this regard.

5. ELIGIBILITY REQUIREMENTS

5.1. The requirements in this clause 5 are assessed on a **pass/fail** basis. A Respondent that fails any requirement will not be evaluated further.

5.2. Legal and corporate

5.2.1. The Respondent is a legally constituted entity, validly existing and in good standing in its jurisdiction of incorporation.

5.2.2. The Respondent is not in liquidation, judicial management, business rescue, administration or any analogous insolvency process, and no such process is threatened.

5.2.3. The Respondent is not subject to any judgment, order or proceeding that would materially impair its ability to perform.

5.3. Financial capacity

5.3.1. Audited financial statements for the 3 (three) most recent completed financial years, prepared under IFRS or a recognised equivalent, and audited by an independent auditor.

5.3.2. Evidence of access to, or capacity to obtain, liquid assets or credit lines of not less than USD 25m (Lot A and Lot B).

5.4. Technical minimum

5.4.1. **Lot A**: a minimum of 250 MWp of floating solar structure supplied and commissioned, across not fewer than 10 separate projects, within the preceding 3 (three) years, of which at least 1 (one) project of not less than 100 MWp.

5.4.2. **Lot B**: a minimum of 10,000 tonnes per annum of demonstrated HDPE extrusion capacity, and a demonstrated record of pipe manufacture to ISO 4427, EN 12201 or equivalent, over not fewer than 5 years.

5.4.3. A documented quality management system certified to ISO 9001 or equivalent.

5.5. Integrity and eligibility

5.5.1. Neither the Respondent, nor any of its affiliates, directors, officers, beneficial owners or proposed subcontractors, is listed on the sanctions lists maintained by the United Nations Security Council, the Office of Foreign Assets Control of the United States Department of the Treasury, the European Union, the United Kingdom's Office of Financial Sanctions Implementation ("**OFSI**"), the Government of Zimbabwe or any other applicable sanctions authority.

5.5.2. None of those persons is currently debarred, suspended or otherwise declared ineligible by the Africa Export Import Bank, the World Bank Group, Afreximbank, or any other multilateral development bank, including under the Agreement for Mutual Enforcement of Debarment Decisions to which multilateral development banks are signatories.

5.5.3. None of those persons has, within the preceding 5 (five) years, been convicted of, or entered into a settlement in respect of, bribery, corruption, fraud, money laundering, terrorist financing or a comparable offence, save as fully disclosed in the response.

5.5.4. The Respondent is able to satisfy the Project Company's and the Financiers' know-your-customer, customer identification and anti-money laundering requirements, including disclosure of beneficial ownership to natural person level or to the threshold required by the applicable policy, whichever is lower.

5.6. Conflict of interest

5.6.1. The Respondent must disclose in full any direct or indirect relationship, whether by shareholding, common control, common directorship, family connection, agency, consultancy or otherwise, between the Respondent (or its beneficial owners, directors or officers) and (i) the Project Company; (ii) any shareholder, director or officer of the Project Company; (iii) any offtaker, adviser or consultant engaged on the Project; or (iv) any other Respondent.

5.6.2. The Respondent must disclose whether it, or any of its personnel or advisers, has participated in the preparation of the Project's feasibility study, technical specifications or this REOI.

5.6.3. Disclosure does not of itself result in disqualification. Failure to disclose does. The Project Company will assess each disclosed interest and will determine whether it can be adequately managed and will record that determination in the procurement file.

6. INTEGRITY, ANTI-BRIBERY AND PROHIBITED PRACTICES

6.1. The Project Company requires that all Respondents, and their agents, subcontractors, consultants and personnel, observe the highest standards of ethics during this process and in the performance of any resulting contract. The Project Company applies a zero-tolerance approach to bribery and corruption, and its anti-bribery and corruption policy extends to borrowers, contractors, agents and other persons associated with transactions it finances.

6.2. For the purposes of this REOI, the following are **Prohibited Practices**, in each case bearing the meaning ordinarily given to them under multilateral development bank sanctions frameworks:

6.2.1. **corrupt practice** which includes offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

6.2.2. **fraudulent practice** which includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

6.2.3. **collusive practice** which includes an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

6.2.4. **coercive practice** which includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly its actions; and

6.2.5. **obstructive practice** which includes destroying, falsifying, altering or concealing evidence material to an investigation, making false statements to investigators, or otherwise materially impeding an investigation, or acts intended to impede the exercise of audit or inspection rights.

6.3. The Project Company will reject a response, and may terminate any resulting contract, where it determines that the Respondent has engaged, directly or through an agent, in any Prohibited Practice in competing for, or in performing, the relevant contract.

6.4. Each Respondent must disclose all commissions, gratuities, agency fees and success fees paid or payable to any person in connection with this process or any resulting contract.

7. ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS

7.1. The Project will be developed and operated in accordance with applicable Zimbabwean law and with international good industry practice, including the International Finance Corporation ("**IFC**") Performance Standards on Environmental and Social Sustainability and the World Bank Group Environmental, Health and Safety Guidelines. Suppliers form part of the Project's environmental and social management system and will be required to comply with, and to report against, the Project's environmental and social requirements.

7.2. Respondents must provide, in the form set out in Annexure A:

7.2.1. their environmental, health, safety and social policies, and details of any management system certified to ISO 9001 (or equivalent) and ISO 14001 and ISO 45001 or equivalent under E&S;

7.2.2. health and safety performance data for the preceding 5 (five) years, including lost-time injury frequency rate, total recordable injury rate, and full disclosure of any work-related fatality;

7.2.3. confirmation of compliance with the International Labour Organisation ("**ILO**") core labour standards, including the prohibition of forced labour and child labour, freedom of association, and non-discrimination, and disclosure of any allegation, finding or investigation in this regard within the preceding 5 (five) years;

7.2.4. for Lot A, an account of the traceability of the Respondent's supply chain, including the origin of products where supplied, and of the systems by which the Respondent verifies the absence of forced labour in that supply chain;

7.2.5. an account of the environmental characteristics of the proposed materials, including polymer additive and ultraviolet stabilisation packages, leaching and microplastic behaviour in a freshwater body used as a source of potable water and supporting commercial and subsistence fisheries, and of end-of-life recovery, recycling and decommissioning arrangements; and

7.2.6. confirmation of willingness to adopt the Project's supplier code of conduct, worker grievance mechanism and, in the case of Lot B, worker accommodation and local employment standards.

7.3. Respondents must disclose any environmental or social enforcement action, prosecution, penalty or material non-compliance notice issued against them within the preceding 5 (five) years.

8. LOCALISATION AND DEVELOPMENT IMPACT

8.1. Localisation is a defining feature of this Project rather than an incidental benefit. The Project Company is seeking a supply arrangement that establishes durable manufacturing capability in Zimbabwe, transfers technology and skills, and contributes to local industrialisation consistent with the mandate of the Project Company and the Project's prospective lead arranger.

8.2. Respondents are requested to address:

8.2.1. the proportion of contract value, by percentage and by USD equivalent, proposed to be sourced from Zimbabwean suppliers;

8.2.2. proposed technology transfer, including licensing, know-how, tooling, design capability and quality systems;

8.2.3. proposed local employment, disaggregated by skill category, together with training and skills development commitments and any commitment to the employment and advancement of women;

8.2.4. for Lot B, the indicative scale, phasing, capital cost and timeline of the proposed Kariba-area manufacturing facility, together with the conditions to which any such investment would be subject; and

8.2.5. for Lot A, the specific measures by which it will qualify, train and support a local manufacturing partner, and the point at which it would be prepared to certify locally manufactured components.

8.3. Respondents shall identify any long-lead activities required to achieve local serial production, including engineering, machinery specification and procurement, tooling, factory preparation, workforce training, prototype manufacture, testing, OEM qualification and certification, and shall identify the latest dates by which any Project Company decision or other dependency must be satisfied in order to avoid delay to the Project programme, together with the anticipated programme impact of any such delay.

8.4. Information provided under this clause 8 is provided on a non-binding, indicative basis. Any commitment ultimately required will be recorded in the contract documentation.

9. EVALUATION

9.1. Responses will be evaluated by an evaluation committee constituted by the Project Company, comprising not fewer than 3 (three) members with the relevant technical, commercial and compliance competence. Each member will sign a declaration of impartiality and absence of conflict before receiving any response. The committee's deliberations and scores will be recorded in writing and retained in accordance with clause 11.

9.2. Evaluation will proceed in 3 (three) stages:

9.2.1. **Stage 1 — Completeness.**

Responses will be checked for completeness and compliance with the required format. The Project Company may, but is not obliged to, seek clarification of a minor omission. Clarification may not be used to alter the substance of a response.

9.2.2. **Stage 2 — Eligibility.**

Responses will be assessed against clause 5 on a pass/fail basis.

9.2.3. **Stage 3 — Capability scoring.**

Responses passing Stage 2 will be scored against the criteria and weightings in Annexure C. A Respondent must achieve an overall score of not less than 60 (sixty) out of 100 (one hundred), and not less than 40% (forty per cent) of the available marks under each individual criterion, to be pre-qualified.

9.3. Indicative commercial information is requested for benchmarking and financial modelling purposes. **It is not scored as price**, and no Respondent will be preferred or prejudiced by reason of the indicative figures it provides. Price will be competed at the subsequent procurement stage.

9.4. The Project Company may seek written clarification from any Respondent, and may make reasonable enquiries of referees, financiers, certification bodies and public sources, and may verify any statement made. Each Respondent consents to such enquiries.

9.5. The Project Company may conduct, or appoint a third party to conduct, a facility inspection or audit of any Respondent as part of, or following, evaluation.

10. PROCESS RULES AND COMMUNICATIONS

10.1. From the Publication Date until notification of the outcome, all communications concerning this REOI must be directed exclusively to the procurement mailbox identified at clause 14.2. A Respondent that seeks to communicate about this REOI with any director, officer, employee, shareholder, adviser or agent of the Project Company through any other channel, or that attempts to influence the evaluation, may be disqualified.

10.2. Requests for clarification must be submitted in writing by the clarification deadline. All questions received, anonymised as to their source, and the Project Company's answers, will be issued simultaneously to all Respondents that have registered an interest, and published on the Project Company's website www.greenhybridpower.com/. No answer given otherwise than in writing through this channel is of any effect.

10.3. The Project Company may amend this REOI by written addendum issued to all registered Respondents and published in the same manner as the original notice. Where an addendum is material, the Submission Deadline will be extended by a period sufficient to allow Respondents to take it into account.

10.4. Responses received after the Submission Deadline will be recorded as late and will not be evaluated, save that the Project Company may accept a late response where it is satisfied that the delay was caused by a failure of the Project Company's own systems.

10.5. Prospective Respondents are requested to register their interest at the mailbox at clause 14.2 as soon as practicable following publication, in order to receive addenda and clarification responses. Registration is not a condition of submission.

11. CONFIDENTIALITY, DATA PROTECTION AND RECORDS

11.1. Each Respondent shall keep confidential the contents of this REOI and all information disclosed to it in connection with this process and shall not disclose the same other than to its professional advisers, insurers, financiers and personnel on a need-to-know basis, or as required by law, regulation or any competent authority.

11.2. The Project Company will treat responses as confidential, save that it may disclose responses and evaluation records to:

11.2.1. its professional advisers;

11.2.2. the Financiers and their advisers;

11.2.3. its shareholders; and

11.2.4. any competent authority where required by law.

11.3. Each Respondent shall retain ownership of its Background IP and other proprietary intellectual property. Proprietary designs, calculations, drawings, manufacturing know-how and other technical information identified by a Respondent as proprietary or confidential and submitted during the procurement process shall not, without that Respondent's prior written consent, be disclosed to another Respondent or used for the purpose of reproducing, reverse engineering or developing a competing solution based on that Respondent's proprietary solution. This restriction shall not apply to general functional or performance requirements, Owner Data, information independently developed by or for the Project Company, information lawfully available to the Project Company from other sources, or information that is required to be disclosed to all Respondents as part of the procurement process, provided that such disclosure does not disclose the Respondent's proprietary design or confidential know-how.

Each Respondent consents to disclosure on this basis.

11.4. Personal data submitted in a response will be processed only for the purposes of this process and the Project's know-your-customer, anti-money laundering, sanctions and integrity screening, in accordance with the Cyber and Data Protection Act [Chapter 12:07 of Zimbabwe and other applicable data protection law. Each Respondent warrants that it has a lawful basis to disclose the personal data of its directors, officers, beneficial owners and personnel for these purposes.

11.5. The Project Company will maintain a complete procurement record for this process, comprising the notice and addenda, all responses received, the clarification log, the evaluation committee's declarations, scores and reasoning, the record of any conflict determination, and the notification of outcome. The record will be retained for not less than seven years from the date of award or discontinuance and will be made available to the Financiers and their advisers on request.

12. NOTIFICATION

12.1. The Project Company will operate a confidential reporting channel for complaints and integrity concerns relating to this process, at william.mandibaya@greenhybridpower.com. Reports may be made anonymously. Complaints will be handled by a person not involved in the evaluation.

12.2. All Respondents will be notified in writing of the outcome of their response at the same time.

13. STATUS OF THIS REOI AND RESERVATION OF RIGHTS

13.1. This REOI is not an offer, an invitation to tender, or a contract, and does not give rise to any binding obligation on the Project Company. No contract is created by the submission of a response or by any communication in connection with this process. A pre-qualification decision confers no right to be invited to tender and no right to be awarded any contract.

13.2. Without limiting clause 13.1, the Project Company reserves the right, exercisable in its discretion and without liability, to:

13.2.1. amend, suspend, discontinue or withdraw this REOI or the process at any time;

13.2.2. vary the scope of, combine, divide or withdraw either Lot;

13.2.3. pre-qualify one, more than one, or no Respondents in respect of either Lot;

13.2.4. proceed to a request for proposals, to direct negotiation, or to no further process at all;

13.2.5. reject a response that is incomplete, conditional, or that contains a material misstatement; and

13.2.6. require any pre-qualified Respondent to re-confirm its eligibility at any subsequent stage.

13.3. Each Respondent participates at its own cost and risk. No cost, expense or loss incurred by a Respondent in connection with this process is recoverable from the Project Company in any circumstances.

13.4. Ordinary costs of preparing and submitting an EOI or subsequent bid shall remain solely for the Respondent's account. This shall not prevent the Project Company, subject to applicable procurement, funding and conflict-of-interest requirements, from separately commissioning specific early engineering, testing, tooling, localisation or other project-development activities under a written Early Works Authorisation. Any such Early Works Authorisation shall define the scope, price or applicable cost basis and deliverables and shall not constitute, or confer any entitlement to, an award of the relevant Lot or Definitive Agreement. The Project Company shall take such measures as are reasonably necessary to ensure that any such early works do not confer an unfair procurement advantage, including by making relevant non-proprietary outputs available to Respondents where appropriate.

13.5. Any Early Works Authorisation shall be issued in writing and shall specify the scope of the authorised works, deliverables, programme, maximum authorised amount, payment milestones, applicable IP and termination arrangements. The Project Company shall maintain an auditable record of the basis for issuing any Early Works Authorisation and shall ensure that its issue is consistent with applicable procurement, funding and approval requirements. Payment for authorised Early Works shall compensate only for the work expressly authorised and shall confer no preference, evaluation credit, right to match or entitlement to any subsequent contract award. The issue of an Early Works Authorisation shall not relieve the recipient from compliance with the applicable procurement process or give rise to any expectation or commitment that the recipient will be awarded the relevant Lot.

13.6. Information provided in this REOI is provided in good faith but without warranty as to accuracy or completeness. Each Respondent is responsible for satisfying itself as to the matters relevant to its response.

14. SUBMISSION INSTRUCTIONS

14.1. Responses must be submitted in English, in Portable Document Format (“**PDF**”), as a single indexed file per Lot with any supporting annexures clearly cross-referenced. Financial statements may be submitted as separate attachments.

14.2. Responses must be submitted by electronic mail to the dedicated procurement mailbox: **william.mandibaya@greenhybridpower.com** with the subject line: **"REOI [Reference] — [Lot A / Lot B] — [Respondent name]".** Responses submitted to any other address will not be evaluated.

14.3. A response must be accompanied by the declarations and undertakings in Annexure B, each signed by a person duly authorised to bind the Respondent, with evidence of that authority.

14.4. Respondents are requested to structure their response in the order set out at Annexure A.

15. GOVERNING LAW

15.1. This REOI and its non-contractual obligations arising out of or in connection with it are governed by the law of Zimbabwe. The courts of Zimbabwe have exclusive jurisdiction, without prejudice to any dispute resolution provision that may be agreed in any subsequent contract.

ANNEXURE A — REQUIRED RESPONSE FORMAT

Respondents should address each of the following, in this order, using the section numbering below. Where an item is not applicable, the Respondent should so state and explain why.

A.1 Corporate information and compliance

i. certificate of incorporation, constitutive documents, and current register of directors and shareholders;

ii. group structure chart identifying ultimate parent, material subsidiaries and the contracting entity;

iii. beneficial ownership disclosure to natural person level, or to the threshold required by the applicable anti-money laundering policy, whichever is lower;

iv. audited financial statements for the 3 (three) most recent completed financial years;

v. bank reference letter confirming financial standing and, where available, evidence of credit facilities;

vi. sanctions, anti-bribery and corruption, and politically exposed person declaration;

vii. confirmation of good standing; and

viii. tax clearance or tax residency confirmation in the jurisdiction of incorporation.

A.2 Technical and manufacturing capability — Lot A

i. description of the proposed float and mooring system, and the design codes and standards applied, including conformity with DNV-RP-0584, DNV-ST-C108 and DNV-ST-E309 or demonstrably equivalent, together with any statement of conformity or certificate held;

ii. design capability in respect of large water-level variation, including station-keeping strategy, mooring line and anchor design methodology, and evidence of comparable reservoir deployments;

iii. structural fatigue and service-life substantiation for the float and connection system, and the design life claimed;

iv. manufacturing capacity, by facility and location, expressed in MWp per annum;

v. reference projects over the preceding 5 (five) years, by country, MWp, water body type, commissioning date and current operating status, with a client reference contact for each;

vi. applicable product certifications, including IEC 61215 and IEC 61730 for modules and IEC 62109 for inverters where supplied, or equivalent;

vii. evidence of insurability, including confirmation that the design has previously been accepted by insurers rated not lower than A-, and identification of any design feature that has attracted an insurer exclusion or loading;

viii. standard warranty terms offered, including product, performance and system warranties, and willingness to extend warranties over locally manufactured components qualified under clause 3.3;

ix. indicative lead time and available production capacity for the delivery window in Annexure D; and

x. proposed approach to qualification, training and supervision of the Lot B partner.

A.3 Technical and manufacturing capability — Lot B

i. current extrusion capacity, by facility, in tonnes per annum, and the diameter and wall-thickness range achievable;

ii. quality management system, in-process and final testing regime, and third-party certifications held;

iii. compliance with ISO 4427, EN 12201 and ISO 12162 (PE 100 classification), with ISO 9080 long-term hydrostatic strength substantiation, or equivalent;

iv. ultraviolet stabilisation, oxidation induction time, and fatigue and flex-life data relevant to a permanently floating structure in a high-insolation tropical environment;

v. raw material sourcing strategy, including PE 100 resin supplier, grade, traceability and security of supply, and the exposure of that supply chain to foreign currency and import constraints;

vi. reference projects involving floating structures or large-diameter HDPE supply;

vii. willingness to accept qualification, supervision, sign-off and quality audit by the Lot A partner; and

viii. indicative lead time and available capacity.

A.4 Environmental, social, health and safety

As set out at clause 7.2.

A.5 localisation

As set out at clause 8.2. Lot B Respondents should in addition indicate the scale, phasing and conditions of any proposed manufacturing investment in the Kariba area.

A.6 Indicative commercial information

Provided on a non-binding basis for benchmarking and financial modelling only, and not scored as price:

i. indicative unit pricing or pricing basis, with the assumptions on which it rests;

ii. proposed basis of raw material price pass-through or indexation, and the index proposed;

iii. validity period of the indicative pricing;

iv. indicative delivery and commissioning schedule against the timetable in Annexure D;

v. indicative payment terms, including any advance payment requirement and the security offered against it; and

vi. any assumption as to currency, exchange control, incoterms, taxes and duties.

A.7 Contracting and financing readiness

i. confirmation of willingness to contract with a project-financed special purpose vehicle, and to enter into a lender direct agreement;

ii. capacity to provide performance security, advance payment guarantees and parent company guarantees, and the institutions through which these would be issued;

iii. experience of supplying into export credit agency-supported or development finance institution-financed transactions; and

iv. identification of any contractual position the Respondent regards as non-negotiable.

ANNEXURE B — DECLARATIONS

Each form must be completed and signed by a person authorised to bind the Respondent. Evidence of that authority must be attached. Forms are to be completed on the Respondent's letterhead.

A. Expression of Interest

Identification of the Respondent and the Lot or Lots for which it responds; confirmation that the response is complete, accurate and valid for 120 (one hundred and twenty) calendar days from the Submission Deadline; confirmation that the Respondent has read and accepts the terms of this REOI, including clauses 6, 11 and 13; and identification of a single contact point by position and functional address rather than a personal address.

B. Eligibility and integrity declaration

Declaration addressing each requirement at clauses 5.2, 5.3, 5.5 and 6.4, including sanctions, debarment and cross-debarment, convictions and settlements, and disclosure of all commissions, agency fees and success fees paid or payable.

C. Conflict of interest and related party declaration

Declaration addressing each matter at clause 5.6, including any relationship with the Project Company, its shareholders, directors, officers, offtakers, advisers or any other Respondent, and any participation in the preparation of the Project's feasibility study, specifications or this REOI.

D. Environmental, social, health and safety declaration

Declaration addressing clause 7, including 5 (five)-year health and safety performance data, disclosure of any work-related fatality, ILO core labour standards compliance, supply chain traceability, and disclosure of any enforcement action or material non-compliance.

E. Consortium and subcontractor declaration

Identification of each consortium member and each proposed subcontractor; confirmation of the lead member and its authority; confirmation of joint and several liability; and confirmation that each member and named subcontractor independently satisfies clauses 5.2, 5.5 and 5.6.

ANNEXURE C — EVALUATION AND SCORING MATRIX

Stage 3 scoring. Each criterion is scored 0 to 5 against the descriptors below and multiplied by the applicable weighting. A Respondent must achieve an overall score of not less than 60 (sixty) out of 100 (one hundred) and not less than 40% (forty per cent) of the available marks under each criterion.

Criterion	Lot A	Lot B	Evaluation (A / B)
Technical and design capability, including large water-level variation and mooring design	20%	n/a	• 1: proven project experience on hydro dams • 2: 1+ installations > min. 10m water level variation • 3; 2 + installations > min. 20m water level variation • 4. 3+ Installation with waves >2m and/or 10sec average > 30m/s • 5. 4+ Third party accreditation, e.g. DNV GL founding member
Manufacturing capability, capacity and quality systems	15%	30%	• 1. HDPE PE100 experience > 5 years • 2. 1 + HDPE PE100 diameter min 150mm • 3. 2 + HDPE PE100 diameter min 300mm • 4. 3 + min. capacity > 10.000 tons HDPE PE100 / year • 5. 4 + min. capacity > 20.000 tons HDPE PE100 / year
HDPE PE 100 sourcing network	15%	20%	• 1: min. 1 international HDPE PE100 supplier under framework contract • 2; 1+ min. 1 international HDPE PE100 supplier under framework contract • 3: 2 + min. purchase of > 15,000 (Lot A) / 7.500 (Lot B) tons HDPE PE100 / yr • 4: 3 + min. purchase of > 30,000 (Lot A) / 15.000 (Lot B) tons HDPE PE100 / yr • 5: 4 + min. purchase of > 50,000 (Lot A) / 25.000 (Lot B) tons HDPE PE100 / yr
Localization track record on HDPE PE 100 pipe	15%	20%	• 1: min. 1 international localization project > 2 years • 2: min. 1 international localization projects > 5 years • 3; min. 3 international localization projects > 2 years • 4: min. 3 international localization projects > 5 years • 5: min. 5 international localization projects > 5 years
Track record and reference projects	15%	n/a	• 1: >5 years experience • 2: 1+ > 100MWp installed capacity • 3: 2 + > 200MWp installed capacity • 4: 3 +> 10 year experience • 5: 4 + > 400MWp installed capacity
Insurability, warranty capacity and acceptance of the Lot interface at clause 3.3	10%	10%	• 1: local bank funded project reference min 2 years • 2: international funded project reference min 2 years • 3: local bank funded project reference min 5 years • 4: international funded project reference min 5 years • 5: full international DFI and min A+ rated insurance cover
design / coverage of surface	10%	n/a	• 1: < 50% of surface covered by structure • 2: < 40% of surface covered by structure • 3: < 35% of surface covered by structure • 4: < 30% of surface covered by structure • 5: < 25% of surface covered by structure
African content, localisation and technology transfer	10%	20%	• 1: min 1 project reference of min. 2 years in Africa • 2: min 2 project references of min. 2 years in Africa • 3: min 3 project references of min. 2 years in Africa • 4: min 3 project references of min. 5 years in Africa • 5: min 5 project reference for minimum 5 years Note: project reference installation with HDPE PE pipes of min 250kUSD order value
Total	**100**	**100**	

Scoring descriptors.

5 — fully substantiated and materially exceeds the requirement;

4 — fully substantiated and meets the requirement;

3 — meets the requirement with minor gaps;

2 — partially meets the requirement, with material gaps;

1 — barely addressed or largely unsubstantiated; and

0 — not addressed.

ANNEXURE D — INDICATIVE TIMETABLE

Indicative only. The Project Company may vary the timetable.

Milestone	Date
Publication of the REOI notice	11 September 2026
Deadline for Submission of Clarification Requests	18 September 2026
Issue of consolidated clarification responses	21 September 2026
Submission Deadline	**30 September 2026**
Evaluation/Administrative review	1 October–3 October 2026
Notification of outcome to all Respondents	9 October 2026
Issue of RFP to Shortlisted Respondents	October / November 2026
RFP Submission Deadline	November / December 2026
Evaluation and Selection of Preferred Bidder	January 2027
Appointment / Contract Award	January / February 2027
Target Financial Close	Q1/Q2 2027
Target Notice to Proceed (NTP)	Q1/Q2 2027
Target Factory / Manufacturing Readiness	End Q22027
Target OEM Qualification / Approval	End Q2 2027
Target First Trial Production	End Q2 2027
Target Qualified Serial Local Production	Q3 2027