

Quaid-e-Azam Solar Power (Pvt.) Ltd. (QASP)



Request for Expression of Interest

For

**PRE-QUALIFICATION OF INDEPENDENT COMPLIANCE AUDITOR
(ICA) FOR OPERATION AND MAINTENANCE PHASE OF
100MW_p SOLAR PV PLANT, BAHAWALPUR**

DISCLAIMER

This Prequalification Document is provided to the recipient solely for use in preparing and submitting applications for prequalification in connection with the hiring of Independent Compliance Auditor (ICA) for the Operation and Maintenance phase of Quaid-e-Azam Solar Power (Pvt.) Ltd (QASP); a 100MWp Solar PV Plant. This Prequalification Document is being issued by QASP solely for use by Prospective ICA in considering the Assignments enumerated hereunder.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Definitions of this Prequalification Document.

The evaluation criteria have been laid down for the purpose of pre-qualification of the Independent Compliance Auditor (ICA). QASP or its affiliates, nor its consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tendering process for the Assignment and the same shall have no liability for this Prequalification Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Assignment. QASP, nor its employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Prequalification Document or otherwise in connection with the Assignment as contemplated herein.

The Prequalification applications submitted in response to this Prequalification Document by any of the Prospective Applicants shall be upon the full understanding and agreement of any and all terms of this Prequalification Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Prequalification Document.

Any Prequalification Applications in response to this Prequalification Document submitted by any of the Prospective Applicants shall be construed based on the understanding that the Prospective Applicants have done a complete and careful examination of this Prequalification Document and have independently verified all the information received from QASP (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Prequalification Document shall neither constitute a solicitation to invest, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of QASP that the Assignment will be awarded. QASP reserves its right, in its full discretion, to modify the Prequalification Document and/or the Assignment at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the applicant for any costs, taxes, expenses or damages incurred by the applicant in such an event.

DEFINITIONS

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| Application Form | An application executed by the duly authorized representative of the Prospective Applicant/ICA in the form attached hereto. (<i>Annex-B, B-1 to B-10</i>). |
| Assignment | Assignment means Auditing and Monitoring the performance of both Employer (QASPL) and Contractor (TBEA) during the Operation and Maintenance phase of QASP's 100MWp Solar PV Plant including the works mentioned in the Annex-A and the scope as given in the RFP to be issued to the prequalified applicants. |
| Due Date | 01 February 2019 for submission of EOI. The Prospective Applicants are advised to submit EOIs within 15 days of publication in the newspaper or on website, whichever is later as per Rule 14 (3) of Punjab Procurement Rules, 2014 (the "PPR 2014"). |
| EOI | Expression of Interest to be submitted by the Prospective Applicant containing the information as set out and required under this EOI. |
| Form | This term shall mean the form of this Prequalification Document. |
| Independent Compliance Auditor or ICA | A firm/company/JV/legal entity to be appointed for carrying out the Assignment through the competitive bidding as per PPR 2014. |
| MWp | Megawatt peak |
| Non-prequalified Consultants | This term shall mean the Applicants who have not obtained the minimum pre-qualifications marks.(65 Marks) |
| O&M Contractor | The operation and maintenance contractor appointed by QASP under the O&M Contract for its 100MWp Solar PV Plant. |
| Power of Attorney | The Power of Attorney to be provided by the Prospective Applicant in the appended form to this EOI |
| Prequalification Applications | The prequalification application and documents required to be submitted by the Prospective Applicant in terms of and in accordance with this Prequalification Document |
| Prequalified ICA | This term shall bear the meaning as ascribed thereto in Section 8. |
| Prequalification Evaluation Criteria | This term shall bear the meaning as ascribed thereto in Section 6 of this document. |
| Prospective Applicant or Applicants | Firm/company/JV/legal entity that submits the Prequalification Applications in response to EOI published in |

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| | the newspapers and this PQD. |
| PQD | This Pre-Qualification Document and contains Eligibility Requirements/compliance documents and Evaluation Criteria for Pre-Qualification of Consultant including all forms attached hereto. |
| RFP | Request for Proposals to be issued to the Prequalified ICAs. |

1. Introduction

QASP was incorporated with Securities & Exchange Commission of Pakistan (SECP) on September 16, 2013 under the Companies Ordinance, 1984. It was incorporated for the sole purpose of development of the 100MWp DC solar PV plant to trigger solar energy growth in the Country and encourage private sector participation. The generation plant of QASP is located in Quaid-e-Azam Solar Park, Cholistan, Bahawalpur.

2. Assignment

The current assignment is the Audit of the O&M Contractor and QASPL during the Operation & Maintenance phase of QASP's 100MWp Solar PV Plant. Main obligations of the ICA, *inter alia*, include the services mentioned in the document attached herewith as Annex-A.

3. Objective of EOI

3.1 At the outset, QASP intends to pre-qualify the Prospective Applicants who will submit applications as per provisions of this EOI. All applications will be evaluated based on pre-defined evaluation criteria given herein. Only Prequalified consultants will take part in further process for hiring Independent Compliance Auditing (ICA) Services for the said purpose. As such, Request for Proposal (RFP) will only be issued to the Pre-Qualified Consultants.

3.2 Prospective Applicants

The Prospective Applicant should be a firm/company/JV/legal entity. This Prequalification Document is addressed to all persons having requested it in accordance with the Expression of Interest published in print media and on the websites of QASP and PPRA Punjab i.e. www.qasolar.com and www.ppra.punjab.gov.pk.

4. General Instructions

- i. Applicants' eligibility for Pre-qualification shall be evaluated on the basis of the criteria set out in Clause 5, 6 & 7 regarding their qualifications, relevant experience and past performance, capabilities with respect to personnel, equipment, and plant, financial position, and appropriate managerial capabilities as demonstrated by the Applicant's responses in the Application Form (**Annex-B**) along with **Annex-B/1 to B/10** annexed with this document. The QASP reserves the right to waive minor deviations, if these do not materially affect the capability of an applicant to perform the contract and substance of this PQD. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria. However, subject to the clauses of this document, in case of a Joint Venture (JV) the experience & resources of a JV shall collectively be considered. For the sake of clarity, it is specified that any collaboration between different legal entities/ persons (by whatever name called including but not limited to a joint venture, partnership, consortium etc.) shall receive the same treatment as provided in the case of a JV in this clause.

- ii. An applicant may provide alternative proof of credit-worthiness in the form of credit rating from a reputable credit-rating agency acceptable to the QASP (such as Moodys, S&P, Fitch etc.)
- iii. Joint Venture:
 - A. Any Joint Venture must comply with the following minimum qualification requirements:-
 - a) Lead partner of a JV shall meet 100% of the qualifying financial and technical criteria given above.
 - b) A duly executed signed copy Contract of JV or consortium with the Lead Company shall be provided.
 - B. Any change in the corporate structure or constituent documents of a prequalified JV after prequalification, shall be subject to the written approval of the QASP prior to the deadline for submission of bids. Such approval may be denied if:-
 - a) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
 - b) The new partners to a JV are not qualified individually or as another JV; or
 - c) In the opinion of the QASP, a substantial reduction in competition would result.
 - C. The prequalification application shall be signed by an authorized signatory on behalf of all members in a JV/Consortium so as to legally bind all partners, jointly and severally, and any application shall be submitted with a copy of the JV/Consortium agreement providing the joint and several liability with respect to the contract.
 - D. The prequalification of a JV/Consortium shall not necessarily prequalify any of its partners/stakeholders individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of JV has requested/shall request for the same and then his prequalification shall be subject to the written approval of the QASP.
- iv. Updating Prequalification Information

Applicant shall be required to update the financial and technical information used for prequalification at the time of submitting their bids, to confirm their continued compliance with the Prequalification Criteria and verification of the information provided at the time of prequalification. A bid shall be rejected if the Applicant's qualification thresholds are no longer met at the time of bidding.
- v. Other Factors
 - A. Prospective Applicants qualifying as per the Pre-qualification Criteria herein may participate only in one bid for the project. If a Prospective Applicant submits more than one bid for the project, singly or as part of a collective

venture, all bids which include that applicant will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one applicant.

B. The QASP reserves the right to:

- a) Amend the scope and value of any contract(s) to be bid, in which event the applicant(s) will only bid among those prequalified applicants who meet the requirements of the contract(s) as amended. However the QASP has to review the disqualified applicants who originally did not meet the specified criteria for Pre-qualification.
 - b) Cancel the prequalification process and reject all applications.
 - c) Reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- vi. The procuring agency shall upon request communicate to any applicant, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
 - vii. The procuring agency shall incur no liability, solely by virtue of rejecting all bids prior acceptance, towards the applicants.
 - viii. The applicants shall be promptly informed about the rejection of the bids.
 - ix. The process will be governed by Punjab Procurement Rules, 2014 (the "PPR 2014"), as amended from time to time and instructions of the QASP received during the completion of the process. PPR 2014 may be obtained from PPRA's website <http://www.ppra.punjab.gov.pk>. Moreover, in case of any ambiguity, the whole PQD shall be construed and interpreted in line with PPR 2014. The applicants shall be required to comply with all laws of Pakistan including PEC laws and regulations.
 - x. Prequalification documents may be obtained from the office of the **Chief Technical Officer** QASP, 3rd Floor, 83A - E/1, Main Boulevard, Gulberg III, Lahore, Pakistan physically or a request may be sent to dmproject@qasolar.com for an electronic copy of the same at the Payment of PKR 500/- in the form of Pay-Order/Bank Draft. Prequalification documents can also be downloaded from www.qasolar.com or www.ppra.punjab.gov.pk.
 - xi. The applicants must respond to all questions and provide complete information as advised in this document. Failure or omission to provide the aforementioned essential information may result in dis-qualification of the applicant.
 - xii. The Prospective Applicants and its associate, if any, must submit complete information as per PQD to QASP by the Due Date. EOI received after the due date will be rejected;
 - xiii. Annual Audited statements of Accounts for the last three years of the Consultant duly certified from registered Chartered Accountant.
 - xiv. Applicants and its associate (if any) must be registered with Income Tax Authorities and a copy of National Tax Number must be submitted with EOI.
 - xv. QASP will evaluate the Prequalification Applications as per evaluation criteria provided hereunder and will prepare a shortlist of the Prequalified ICAs as per PPR

2014. Request for Proposal (RFP) shall only be issued to the shortlisted/Prequalified ICAs to submit Technical and Financial Proposals.
- xvi. QASP may confirm the status of the Partners, Directors, and owners for the sake of conflict of interest before its inclusion in the short-list. For this purpose, the applicants should be required to provide this information in specific terms and any misrepresentation shall be made a ground for rejection. Prospective Applicants may note that in case of their selection, any such links, if detected during the currency of their contract, would be reported to the relevant Authority and PPRA for cancellation of their registration/license leading to their blacklisting.
 - xvii. QASP will not reimburse any cost or expenses incurred in connection with the preparation or delivery of the EOI or visits to any office or site.
 - xviii. QASP shall be under no obligation to return any EOI or supporting materials submitted by the Applicants.
 - xix. Any misinformation, false and forged statement will lead to disqualification from Pre-Qualification and any other action as per Laws.
 - xx. The term of consultancy agreement shall be one (01) years initially, which may be extended with mutual consent of both parties.

5. Eligibility Requirements / Pre-Requisite

In addition to the aforementioned documents/information, availability of following documents in the EOI/Application shall be checked to shortlist the consultancy firms/companies:

- (a) Proof of company/firm's registration in Pakistan with SECP or Registrar of Firm etc. in case of foreign company/firm's registration with relevant authority in that country;
- (b) Proof of registration with relevant professional body;
- (c) Details of at least one similar consultancy contract completed. Summary list of Projects handled by Prospective Applicants.
- (d) Audited Statements of Accounts and Annual Turnover for the past three years; The Prospective Applicants will provide its annual turnover for last three years duly supported by audited statements. Annual average turnover of Prospective Applicants for the last three years must be at least PKR 02 Million or equivalent USD annually.
- (e) Affidavit executed by the authorized representative and duly attested by the Oath Commissioner that the Prospective Applicants is not blacklisted or debarred by Government / Autonomous / International Body;
- (f) Proof of registration with relevant tax authorities; indicating tax number/reference.
- (g) Documents to substantiate the formation of Association (if formed).
- (h) All Applicants shall also submit an affidavit executed by the authorized representative and duly attested by the oath commissioner affirming and declaring on oath as per the Performa attached that the Applicant(s) disclosed all relevant facts/circumstances and furthermore that the Applicant:
 - i is not in bankruptcy or liquidation proceedings, nor has been blacklisted;
 - ii is not making any misrepresentations or concealing any material detail;

- iii has not been convicted of fraud, corruption, collusion or money laundering;
 - iv 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 its obligations; and
 - v does not fall within any of the circumstances for ineligibility or disqualifications
- (i) Provided that in the case of a joint venture/consortium in compliance with PEC bylaws, an authorized lead party can submit one affidavit on behalf of each of the members of a joint venture/consortium as the case may be.
- (j) There should be a checklist on top of the envelop ensuring the submission of all the required documents. The checklist is attached as **Annex-C**.

6. Evaluation Criteria

The Applicants who have not submitted the requisite information or those that are non-compliant to the terms laid out in the EOI/PQD shall be considered non-responsive; remaining Applicants will be evaluated according to the following criteria for prequalification:

6.1 Mandatory Requirements.

| | Lead Firm | Associate Firm |
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| Legal Status of Firm (Registered with either of the following) SECP Registrar of Firms Recognized by Govt. of Pakistan Relevant registration forum (In case of international firms) | ✓ | ✓ |
| NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan) | ✓ | ✓ |
| Registration certificate from Punjab Revenue Authority (if not already registered with PRA then, if awarded the work, the Firm will have to get registered with PRA before signing of contract) | ✓ | ✓ |
| All requirements of clause 5 "Eligibility" of Instructions to the Applicant have been met. | ✓ | ✓ |
| Financial Statements of the firm duly audited by the Chartered Accountant Firm for the last 3 years. Kindly place as Annexure B-9 of the application. | ✓ | ✓ |
| Years in Business | 03 Years | 02 Years |

| Technical Evaluation Criteria for ICA | |
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| Capability : 20 Marks | |
| Number of Renewable Energy Power Plants under O&M Supervision or Independent Auditing services. | Every project with a capacity of minimum 10MW would earn 5 marks. (up to a maximum of 02 projects) Total Marks = 10 |
| For each project which is greater than 10MW one bonus point will be awarded for every additional 10MW. (05 Max bonus Marks for each Project) | Bonus 1 marks for every extra 10MW Capacity. For example, a 50MW project would earn 5 basic marks + 4 bonus marks. Total Marks = 10 |
| Previous Experience: 20 Marks | |
| Every project under O&M Supervision and Independent Auditing services for greater than 01 year Note: Projects with capacity less than 10 MW shall not be considered | 7.5 Marks for each project (Max of 02 Projects) Total Marks = 15 |
| For projects whose duration is greater than one year 01 marks will be awarded for each additional year | Bonus 01 mark for each year 02 years project = Bonus marks 01 03 years project = Bonus marks 2 04- Years and greater = Bonus 2.5 Marks |

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| Note: Duration less than one year would not be considered for bonus marks and the project should complete full 12 months to consider one single year. | (Max 2.5 bonus points for each project) Total Marks = 05 |
| Management & Technical Team: 20 Marks | |
| No. of Permanent/Regular Engineering Professional registered with Pakistan Engineering Council. | Each PEC registered engineer shall earn 2 Basic points. Firm having 10+ PEC registered engineers shall be awarded maximum 20 Marks. Total Marks = 20 |
| Proposed Technical Team: 20 Marks | |
| Solar PV Specialist | Solar PV Specialist (08 Marks) B.Sc. Engineering Degree: 01 Marks Higher Qualification than B.Sc. 02 Marks General experience: 01 Marks Relevant experience Solar PV 02 Marks International Certification 02 Marks |
| Contract Specialist | Contract Specialist (08 Marks) B.Sc. Engineering Degree: 01 Marks Higher Qualification than B.Sc. 02 Marks General experience: 01 Marks Relevant experience Power Plant 02 Marks International Certification 02 Marks |
| Resident Engineer | Resident Engineer (04 Marks) B.Sc. Engineering Degree: 02 Marks Relevant experience Solar PV 02 Marks |
| Total Marks: 20 | |
| Financial Position Evaluation Criteria: Total Marks 20 | |
| Average Annual Turnover (Last 3 Years) in PKR Million | Maximum Marks-10 |
| Minimum 2 Million up to 4 Million | 8 Marks |
| More than 4 Million up to 6 Million | 12 Marks |
| More than 8 Million up to 10 Million | 16 Marks |
| More than 10 Million | 20 Marks |
| * Professional: A person having minimum B.Sc. Engineering Degree with a minimum of 5 years of relevant & verifiable experience. | |
| * Project: Projects without reference letters from Clients shall not be considered for evaluation. | |
| *An applicant shall only be evaluated on technical criteria if it meets Mandatory requirements. | |
| Total Marks | 100 |
| Minimum Qualifying Marks | 65 |

Note: A firm must pass both, the Technical and Financial evaluation. Failure in any one of them would result in disqualification.

7. Submission of EOI/Prequalification Applications

7.1 Timing, Number of Copies and Filing Requirements

The Prospective Applicants must submit, by hand or through registered mail, one original hardcopy, one [1] photo-copy/hardcopy and one [1] soft copy (CD/DVD) of its EOI/Prequalified Applications within the Due Date to QASP along with name and mailing address of the applicant clearly marked on the sealed envelope at the following address:

Chief Executive Officer
Quaid-e-Azam Solar Power (Pvt.) Ltd
83-A, E/I Main Boulevard Gulberg III, Lahore, Pakistan.

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

The Applications should be delivered not later than 1500 hours (Pakistan Standard Time, GMT+5) on **04 February , 2019** (“Pre-qualification Application Deadline Date”) and be clearly marked “Application for Pre-qualification of Consultants for Independent Compliance Auditor during Operation and Maintenance of 100MW Solar PV plant, Bahawalpur”. Late applications shall not be accepted. Bids/EOIs will be publicly opened at address given for submission on same day at 1530 hours. Authorized representatives of bidding companies may be present.

7.2 Sealing and Marking of EOI

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

- EOI for Hiring of Independent Compliance Auditor for QASP 100 MW Solar Power Plant
- Prospective Applicants' Name and contact person
- Address
- Telephone Number
- Email Address and/or Fax Number

7.3 Clarifications/Queries

Any applicant requiring clarification regarding EOI or any of the requirements set out hereunder, may send an electronic request for clarification to QASP on e-mail address dmproject@qasolar.com , cto@qasolar.com

Any such request for clarification shall be sent to the said email address of the QASP not later than 1500 hrs. (Pakistan Standard Time, GMT+5) on or before the "Clarification Requests Submission Deadline". The Clarification Requests Submission Deadline is 7 days before the last date for submission of EOI.

7.4 Material Change

The Prospective applicant must immediately report to QASP in writing any material change in the information provided in their EOI (including any information relevant to any Consortium). The determination of material change shall be in QASP's sole and exclusive discretion. Any failure to report such material change shall constitute grounds for disqualification. The material change itself could also lead to disqualification of the Prospective Applicants.

Non-compliance of the above requirement can result in disqualification of relevant Prospective Applicants/applicant.

8. Notification of Pre-Qualification

QASP shall promptly notify each consultancy firm(s) submitting an application to pre-qualify whether or not it has been pre-qualified and shall make available to any person directly involved in the pre-qualification process, upon request, the names of all consultant(s) who have been pre-qualified. Prospective Applicants fulfilling all the requirements of this document shall become Prequalified ICA. Only Prequalified ICA will be given the RFP for submission of proposals/bids.

9. Interpretation & Final Determination

The interpretation and final determination of any matter relating to the PQD and all enclosed Documents, Sections, Compliance Documents etc. as well as any additional or supplementary information required by QASP, will be at QASP's sole discretion which shall be final and binding on the Prospective Applicants.

10. Use of Information

Permission for disclosure of information submitted by the Applicant as part of the EOI is not required for the release of information to QASP, its consultants, advisors and personnel for the purpose of Pre-Qualification and evaluation.

11. Redressal of Grievances

QASP in accordance with the PPR 2014, Rule 67 shall constitute a Grievance Redressal Committee comprising of odd no of persons with proper powers and authorization to address the complaint if any with the following mandate;

- i. Any Applicant feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the applicant evaluation report.

- ii. The Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- iii. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

12. Governing Law

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

TOR's for Independent Auditing Body (Independent party/ third party)

1. Project Overview

Quaid-e-Azam Solar Power (Pvt.) Ltd. intends to establish a solar power plant for fulfilling the energy needs of Pakistan in general and the province of Punjab in particular. This project will be first of its nature in Pakistan. For this purpose, Quaid-e-Azam Solar Power (Pvt.) Ltd. (hereinafter referred to as the "Client"), desires to hire the services of a Consulting Firm for selection, quality assurance and supervision of an EPC (Engineering, Procurement and Construction) and O & M Contractor (the "Contractor"), which will be tasked with deploying 100 MWp ground mounted, grid-connected PV system, for a power- plant having lifetime of 25 years, at the site of Lal Sohanra near Bahawalpur, Punjab, Pakistan (the "Project"). The Client is interested in completing the Project on fast track basis and to commission the Project on priority basis. Therefore, it is expected from the Consultancy Firms to take into their consideration the importance of the Project and to observe the timelines strictly in accordance with the Contract.

2. Objectives of the Auditing Services

The independent auditing body is defined in the Contract between QA Solar and TBEA as per sub- clause 21.2 of Particular Conditions of the Contract.

21.2 Independent Compliance Audit

At least 28 days prior to the commencement of the O&M Works, the Employer and the Contractor shall jointly appoint the Auditing Body (Independent Consultant) to carry out an independent and impartial audit during the O&M Works. The terms of appointment of the Auditing Body (Independent Consultant) shall be mutually agreed between the Employer and the Contractor. The purpose will be to audit and monitor the performance of both the Employer and the Contractor during the O&M Works Period in compliance with the Employer's Requirements and the terms of the Contract. If the Parties cannot agree on the appointment of the Auditing Body (Independent Consultant), the matter shall be referred to the Chief Executive Officer's of the Parties. Such person shall make the appointment and notify the Parties accordingly.

The Auditing Body (Independent Consultant) shall commence its duties on the same date as the O&M Works commences.

The remunerations to the Auditing Body (Independent Consultant) shall be shared equally and shall be mutually agreed upon by the Employer and the Contractor when agreeing the Terms of Appointment.

Both Parties shall cooperate with the Auditing Body (Independent Consultant) and give due regard to the matters raised in each report issued by the Auditing Body.

Apart from the above task, testing and calibrations are to be supervised/monitored by the same Auditing Body/Independent Party /3rd Party, as per contract between QA Solar and TBEA. The independent Auditing Body shall perform task as per the letter and spirit of the EPC and O&M Contract. These tasks include but not limited to the following task:

- Calibration of weather station as per EPC and O&M Agreement Clause ER 1.10.

1.10 Meteorological Sensors

1.10.1 Irradiation and temperature measurements are to be recorded at intervals of fifteen minutes or less. Particular care must be taken, that the measurement equipment fits to the environmental conditions of the area. The equipment should have the capability of recording and storing data for 24 hours using auxiliary DC power.

1.10.2 The irradiation measurement equipment should be calibrated by an independent certified third party at least every two years. The calibration must be traceable to international standards. Seven pyranometers shall be placed per System: three for measuring the horizontal plane irradiation and the others for the inplane irradiation. The pyranometers should conform to the standards of ISO 9060 (SR5: secondary standard) or the WMO classification, and IEC 60904. Thermopile sensors are preferable to silicon photodiodes. A sensor calibration tolerance of within $\pm 2\%$ is expected, given the importance of this measurement to the PR calculation adjustment. Contemporary best-in-class commercial specifications are shown in Schedule A. The ground based sensor data is to be supplemented with satellite data to quantify longer term variations (e.g., from NASA's Surface Meteorology and Solar Energy data set).

1.10.3 Ambient air and the module temperature shall be measured at every 5 installed MWp in conformity with IEC 6075 I AA. Particular care shall be taken about the method of attaching the temperature sensor on the back of the module. The dependence of the System and sub-systems performance on temperature variations should be characterized by the SCADA.

1.10.4 A weather monitoring station at a minimum of four different locations per System shall be provided with redundant humidity sensors, a rain gauge, and a wind profiling unit/anemometer (speed and direction), preferably capable of data telemetry or other electronic connectivity to the SCADA server. The environmental analysis is important to understand any unexpected degradation effects in the modules or other system components.

1.10.5 The use of consolidated measuring equipment, supported by an integrated UPS, with the abovementioned functionality and modelling software capable of predictive functions will be required.

Any 3rd party cost on account of this calibration shall be payable by TBEA (O&M Contractor) on . 3rd party invoices duly certified by the Independent Auditing Body will be proof enough for the purpose of reimbursement.

- To determine the annual PR in terms of Clause 1.5.5

"The determination of the annual PR will be done by a qualified independent party which also operates the meteorological stations in the plant."

- The on-site monitoring as per Clause 2.9 shall be monitored by the Independent Auditing Body on a continuous basis for reliable measurements and analysis of performance.

2.9 Onsite Monitoring

Note: The data of irradiation sensors shall be monitored by an independent expert on a continuous basis for reliable measuring data/or analysis of performance

- To determine the amount of Liquidated Damages for Shortfall Energy in terms of Clause 1.4.5

While the Applicant is performing the O&M and the annual measured PR falls below the guaranteed PR value according to Table 1.3.1, the liquidated damages will be levied on the

successful Applicant at the rate of USD 0.20-per-kWh or the kWh Value the Employer receives for each kWh of shortfall – whichever is higher. Adjustments shall be made for any events outside the control of the O&M operator as grid outages, from grid operator ordered shutdowns, or force majeure events during the year. In case the PR is higher than the guaranteed PR value, the net value of this excess energy will be shared as follows:

- i. 50% towards the asset replacement fund*
- ii. 25% towards the Employer*
- iii. 25% towards the O&M contractor*

For timely compensation the above procedure will be carried out provisionally for each quarter whereby the contractor and employer might jointly agree on different PR values for each quarter. In the last quarter of each calendar year the annual PR compensation of the full year will be carried out and any provisions will be offset by the annual compensation.

- To determine the amount of Liquidated Damages in case O&M Contractor defaults to provide the O&M services in terms of Clause 1.4.6

If the successful Applicant defaults in being able to provide the O&M services required for the Systems performance guarantee, then it will be liable to cover all costs – but at least in the amount of LDs imposed to the Employer by its PPA agreements - incurred by the Employer, including the loss of the guaranteed electricity export to the grid (but at a minimum rate of USD 0.20-per-kWh) for the disrupted period, in finding and hiring a replacement for the purpose.

3. Scope of Work

The Scope of work of the Consulting Firm shall, *inter alia*, include:

- (a) To review and ensure the Calibration of Pyranometers in terms of EPC and O&M Agreement.
- (b) Independent Audit of the performance of Employer and Contractor.
- (c) To check the pyranometers on daily basis for purpose of accurate PR determination.
- (d) To review the Down Time requests by TBEA and approve the same after thorough confirmation.
- (e) To make independent and impartial determinations for the technical disputes between QASPPL and TBEA.

4. Deliverables

- (a) Monthly & quarterly Technical Audit Report of performance of Contract (TBEA) and Company (QASP) inclusive of daily cleaning status of Pyranometers, daily PR and approved down time.
- (b) Quarterly Report of Performance Ratio inclusive of provisional determination of Liquidated Damages/Bonus calculations
- (c) Annual Report of Performance Ratio inclusive of final determination of Liquidated Damages/Bonus calculations by offsetting the provisional determinations.
- (d) Any other report as assigned by Client based on any emergent plant situation.

5. Reporting Arrangement

The selected Auditing body shall report to the Chief Executive Officers of the Client and Contractor or any other officer designated by the same.

6. Core Team of Experts

The Team of the Consultant shall consist of the following key experts who have qualifications as stipulated below:

All engineers hired locally must be registered with the Pakistan Engineering Council (PEC)

• **Solar Resource Specialist/Analyst**

- Conversant with latest PV technologies and trends of Operations and maintenance of utility scale solar power plants.
- Capable to provide technical opinion in line with international engineering standards and best engineering practices.
- More than 5 years of experience in photovoltaic system technology and power systems.
- Have expertise in developing and implementing Monitoring & Evaluation templates and protocols for Operation and maintenance of renewable power projects
- At least a Bachelor/Undergraduate degree in relevant field.
- Preferably with an International certification in the field of Renewable Energy.

• **Contract Specialist**

- Conversant with Contract Management of Power plants.
- Capable to provide contractual opinion in line with EPC and O&M Agreement.
- More than 5 years of experience in Contract Management of Power Plants.
- At least a Bachelor/Undergraduate degree in relevant field.
- International certification in the field of Contract Management or Project Management.

• **Resident Engineer/Coordinator**

- At least bachelor degree in field of Electrical Engineering/Mechanical/ Energy Engineering.
- Having good communication skills for reporting and proper coordination with Back-office technical experts.
- Capable to properly interpret SCADA system in Control room and review the hourly/daily reports to analyze the system health.
- Capable to manage and coordinate the site meetings for operational issues.
- At least 02 years of experience in successful development of solar energy projects.

7. Duration of the Consultancy Services

- Twelve (12) months.

Annex-B

Application Form

[Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal address, telephone no., fax no., telex no., cable and e- mail address]

Date:.....

To:

.....
[Name and address of the Employer]

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter “the Applicant”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby applies to be prequalified as a applicant for the following contract(s) under the*[name of the Project to be listed by the User/Employer]* project:

| Contract No. | Description of Contract |
|---------------------|--------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

{Note: The Applicant is to delete, any contract for which he does not wish to prequalify, and sign and date the deletion. If the prequalification refers to only one contract, delete this note and spaces for additional contract references}.

2. Attached to this letter are copies of original documents defining¹:
- (a) the Applicant's legal status;
 - (b) the principal place of business; and
 - (c) the place of incorporation (for applicants who are corporations); or
the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your agency and its authorized representatives may contact the following persons for further information², if needed.

| General, Financial and Managerial Inquiries | |
|--|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

| Technical Inquiries | |
|----------------------------|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

5. This application is made with the full understanding that:
- (a) bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;

¹ For applications by joint ventures, all the information requested in the prequalification documents is to be provided for the joint venture, if it already exists, and for each party to the joint venture separately. The lead partner should be clearly identified. Each partner in the joint venture shall sign the letter.

² Application by joint ventures should provide information on a separate sheet information for each party to the application.

- (b) your Agency reserves the right to:
 - (i) amend the scope and value of any contract under this project; in such event bids will only be called from prequalified applicants who meet the revised requirements; and
 - (ii) reject or accept all application, cancel the prequalification process, and reject applications in line with Punjab Procurement Rules, 2014; and
- (c) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.

Applicants who are not joint ventures should delete para 6&7 and initial the deletions.

- 6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
- 7. Applicant confirms that in the event that it bids, that bid as well as any resulting contract will be
 - (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a Joint Venture agreement providing the joint and several liability of all partners in the event the contract is awarded to the Applicant.
- 8. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

| | |
|--|---|
| Signed | Signed |
| Name | Name |
| For and on behalf of (name of Applicant or lead partner of a joint venture) | For and on behalf of (name and signature of other partners of the joint venture) |

Annex-B/1

General Information

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/Joint Venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

| | | |
|----|-------------------------------------|------------------------------------|
| 1. | Name of Firm | |
| 2. | Head Office Address | |
| 3. | Telephone | Contact Person: Name: Title: |
| 4. | Fax | Email |
| 5. | Place of Incorporation/Registration | Year of incorporation/registration |

| NATIONALITY OF OWNERS | | |
|------------------------------|-------------|--------------------|
| | NAME | NATIONALITY |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

General Experience Record

Name of Applicant or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past three (3) years. This statement must be supported with audited financial statements of the applicant firm(s)

Use a separate sheet for each partner of a joint venture.

| Annual Turnover | | |
|------------------------|--|---|
| Year | Turnover (in actual currency) | Equivalent Rupees in Millions. |
| 1. | | |
| 2. | | |
| 3. | | |

Joint Venture/Consortium Summary

| Names of all Partners of a Joint Venture/Consortium |
|--|
| 1. Lead Partner |
| 2. Partner |
| 3. Partner |
| 4. Partner |
| 5. Partner |
| 6. Partner |

Total value of annual turnover, in terms of work billed to clients,

| Partner | Form C/2 Page No. | Year 1 | Year 2 | Year 3 |
|-----------------|------------------------------|---------------|---------------|---------------|
| 1. Lead Partner | | | | |
| 2. Partner | | | | |
| 3. Partner | | | | |
| 4. Partner | | | | |
| 5. Partner | | | | |
| 6. Partner | | | | |
| Total: | | | | |

Particular Experience Record

Name of Applicant or partner of a joint venture

To prequalify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the "Instructions to Applicants".

On a separate page, using the format of Application Form B-6, each applicant or partner of a Joint Venture is required to list all contracts of a similar nature and complexity to the contract for which the Applicant wishes to qualify, undertaken during the last ten (10) years. The information is to be summarized, using Application Form C-6, for each contract completed or under execution by the Applicant or by each partner of a Joint Venture.

Details of Contracts of Similar Nature and Complexity³

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract.

| | |
|-----|--|
| 1. | Name of Contract |
| | Country |
| 2. | Name of Employer |
| 3. | Employer Address |
| 4. | Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify |
| 5. | Contract Role (Tick One) (a) Sole Consultant (b) Sub- Consultant (c) Partner in a Joint Venture |
| 6. | Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency..... |
| 7. | Equivalent in Pak/Rs. |
| 8. | Date of Award |
| 9. | Date of Completion |
| 10. | O&M Contract Duration (Years) _____ Years |
| 11. | Specified Requirements: |
| 12. | EPC of the Project involved: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Contract Role, a) Sole Consultant b) Sub-Consultant c) Partner in a JV |

³ Each copy of form C-6 must be accompanied by a certificate of completion from respective employer

Financial Capability

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. Copies of audited balance sheets should be attached.

| | | |
|---------------|-------------------|------------------------|
| Banker | Name of banker | |
| | Address of banker | |
| | | |
| | Telephone | Contact name and title |
| | Fax | Email |

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the last three (3) years.

| Financial information in Pak Rs. or equivalent | Actual: Previous three years | | |
|--|---------------------------------|---|---|
| | 1 | 2 | 3 |
| 1. Total assets | | | |
| 2. Current assets | | | |
| 3. Total liabilities | | | |
| 4. Current Liabilities | | | |
| 5. Profits before taxes | | | |
| 6. Profits after taxes | | | |

Attach audited financial statements for the last five years (for individual applicant or each partner of joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

INFORMATION FORM

1. 1. Name of Consultant Firm/ Company [Lead partner if consortium]
 - Address
 - Telephone No(s)
 - Fax Number
 - E-mail Address
 - Registration No. with relevant body along with Registered Office Address.
2. Experience (Number of Years)
 - Local/national
 - International
3. Name(s) and Address(es) of Associates, if a Consortium; their short description and description of their role in the Consortium/Association.
4. Experience of the Consultants (on appended forms) during the past 10 years of similar magnitude and complexity:
5. Organization chart showing consultant's structure.
6. Capital of consultant (Audited Financial Statements for the latest three years).
 - Subsidiaries and associates.
 - Annual fees in the last five years in current index.
 - Financial reference [name/address of bank(s)]
7. Professional staff available for the assignment on the appended format.
8. 9. Additional information if any.

Signature of the authorised representative:

EXPERIENCE OF THE CONSULTANT

Relevant services carried out in the Last 10 years which best illustrate qualification.

[NAME OF THE FIRM/CONSULTANT]

1. Name of Assignment :

2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided
8. No. of Staff
9. No. of Staff Months
10. Value of Services :
11. Name of Consortium Firms :
(If any)
12. No. of Staff/Staff Months
Provided by the Consortium partner(s) :
13. Name/Position of Key Staff :
14. Description of Assignment :
15. Description of Services
Provided by the Firm :

FORMAT OF CURRICULUM VITAE OF EXPERTS

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Expert :
4. Date of Birth :
5. Years with the Firm :

6. Nationality :
7. Registration with relevant professional body:
8. Membership No.:
9. Key Qualifications : (Provide an outline of the expert experience)
10. Academic Qualification :

10. Employment Record :

11. Languages and Degree of Proficiency : (In speaking, reading and writing as Excellent-Good-Fair-Poor)

12. Detail of relevant Projects handled

13. Certification I, the undersigned, certify that, to the best of my knowledge and belief, these bio-data correctly describes myself, my qualifications and my experience.

Signature:

Dated: day/month/year

Power of Attorney

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

Instructions for Consultancy Firm/Company

If the Consultation Firms/Companies are a Consortium each firm/company of the Consortium (other than the Lead Consultant) shall furnish a Power of Attorney authorizing the Lead Consultant and on their behalf.

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

- i. sign and submit to QASP, or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for the Assignment of QASP.;
- ii. execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by QASP in connection with the Consultancy service for the Assignment of QASP ;
- iv. to immediately notify QASP in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

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

WITNESSES:

[INSERT NAME OF FIRM]

1. _____

For:

2. _____

NOTARY PUBLIC

[PRINT ON STAMP PAPER]

Date: _____

AFFIDAVIT

It is hereby solemnly confirmed and declared that M/s -----, is not blacklisted/ De-registered/ debarred by any Federal or Provincial Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which the works/services have been Executed/ Undertaken during the last ten (10) years.

(Stamp of Company)
(Signatures of Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public

[PRINT ON STAMP PAPER]

AFFIDAVIT of **MR.** _____ S/o Mr. _____, CNIC No. _____ resident of _____, Pakistan and authorized representative of XYZ company name, _(address)_ (“**Company**”).

I, the above named deponent, do hereby solemnly affirm and declare that:

1. I am the [Designation...] of the Company.
2. I am the authorized representative of the Company by virtue of [Board Resolution No., Letter No. etc.....] _____ dated _____.
3. The contents of accompanying [document...] dated [●] along with the supporting documents are true and correct to the best of my knowledge and belief and nothing material or relevant thereto has been concealed or withheld therefrom.
4. I also affirm that all further documentation and information to be provided by me in connection with the aforesaid [document...] shall be true and correct to the best of my knowledge and belief.

DEPONENT

VERIFICATION

It is hereby verified on solemn affirmation at _____, Pakistan on the [date...] that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and that nothing, material or relevant thereto, has been concealed or withheld therefrom.

DEPONENT

Checklist for Documents

| Sr. No. | Document | Checked |
|----------------|--|----------------|
| 1. | Signed PQD (to show compliance by consultant) | |
| 2. | Complete Application form with all annexures | |
| 3. | Affidavit regarding Correctness of Information | |
| 4. | Affidavit regarding Non-Blacklisting of Firm | |
| 5. | Proof of registration of firm with SECP/City District Government | |
| 6. | Proof that company/firm is an active tax-payer | |
| 7. | Proof of registration with Pakistan Engineering Council. | |