

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



Quaid-e-Azam Solar Power (Pvt.) Limited

Procurement No. 2020/Tech-008

Tenure of Consultancy: Twelve (12) Months

Request for Expression Of Interest

PRE-QUALIFICATION OF FIRMS FOR

O&M CONSULTANCY SERVICES FOR SUPERVISION OF O&M WORKS

DEADLINE: 11th of January, 2021

Issued by: _____

Issuance Date: _____

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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 Technical Consultancy (**O&M Supervision Services**) for Supervision of O&M Works of 100MW Quaid-e-Azam Solar Power (Pvt) Limited. This Prequalification Document is being issued by QASP solely for use by Prospective Technical Consultancy (O&M Supervision) 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 Technical Consultancy (**O&M Supervision Services**). 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.

INVITATION FOR EXPRESSION OF INTEREST (EOI)

For

PRE-QUALIFICATION OF TECHNICAL CONSULTANCY (O&M SUPERVISION SERVICES) FOR 100MW SOLAR POWER PLANT AT BAHAWALPUR

Quaid-e-Azam Solar Power (Pvt.) Limited (QASP) invites applications from eligible (as per the EOI document) and experienced national consultancy Firm/Company for “PRE-QUALIFICATION OF TECHNICAL CONSULTANCY (O&M Consultancy Services for Supervision of O&M Works)”. National Competitive bidding process will be adopted as stipulated in PPRA Rules, 2014.

Sr. no.	Description	Procurement No. (Unique Identification Number)	Total tenure of Consultancy	EOI Application Submission Deadline (Date & time)	EOI Applications Opening Date & time	Estimated costs of procurement
1	Procurement of Engineering Consultancy Services for O&M of 100MW Solar PV power plant at Bahawalpur Punjab.	2020/Tech-008	01 year	1500 Hours on January 11, 2021	1530 Hours on January 11, 2021	Rs. 7.2 million per annum

EOI documents are immediately available after publication of the notice. Interested participants may view the EOI documents by downloading from the QASP & PPRA website. Participant should purchase EOI document from the office of the employer against an application for issuance of EOI document accompanied with original deposit slip (non-refundable fee) of Pak Rs. 500/- which should be deposited in QASP bank account No: 6580003305400036, Bank of Punjab, Lahore.

Applications for EOI in original (signed and stamped) along with the original EOI document issued by QASPL must be delivered in sealed envelopes by hand or through registered mail to address given as per date and time given above and be clearly marked “PRE-QUALIFICATION OF TECHNICAL CONSULTANCY (O&M Consultancy Services for Supervision of O&M Works). In case of official holiday on the day of submission, next day will be treated as closing date. Only applicant’s Authorized representatives would be allowed to participate in EOI opening.

Chief Executive Officer

Quaid-e-Azam Solar Power (Pvt.) Ltd.
3rd Floor, 83-A E/1, Main Boulevard, Gulberg III,
Lahore.

Phone: 042-35790363-5 Ext: 118

Email: dmproject@qasolar.com,

projectmanagement@qasolar.com

Website: www.qasolar.com

Definitions

<i>DEFINITIONS</i>	
Application Form	An application executed by the duly authorized representative of the Prospective Applicant/ Technical in the forms attached hereto.
Assignment	Assignment means and the scope as given in the TORs/Scope Section of this document.
Due Date	Due date means last date for submission of EOI applications.
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 Application form (along with attached form thereto) of this Prequalification/EOI Document.
Technical Consultancy (O&M Supervision Services)	A firm/company/JV/legal entity to be appointed for carrying out the Assignment through the competitive bidding as per PPR 2014.
Non-qualified Consultants	This term shall mean the Applicants who have not obtained the minimum pre-qualifications marks. (65 Marks)
Consultant Services	The Consultant appointed procuring agency
Power of Attorney	The Power of Attorney to be provided by the Prospective Applicant as per appended form to this EOI.
Prequalification Applications	The prequalification application and documents required to be submitted by the Prospective Applicant in accordance with this Prequalification/EOI Document.
Prospective Applicant or Applicants	Firm/company/JV/legal entity that submits the Prequalification Applications in response to EOI published in the newspapers and this PQD.
PQD	This Pre-Qualification Document which contains Eligibility Requirements/Mandatory requirements and Evaluation Criteria for Pre-Qualification of Consultant including all forms attached hereto.
RFP	Request for Proposals to be issued to the Prequalified Firms

1. Instructions for Consultants

This Section specifies the procedures to be followed by Applicants in the preparation and submission of their Expression of Interest (EOI). Information is also provided on opening and evaluation of EOIs.

Governing Law

- 1.1. The Employer will follow Punjab Procurement Regulatory Authority Law / Rules i.e. PPRA Rules, 2014 (Amended), as applicable, while conducting this procurement.

Eligible Entities

- 1.2. Prequalification is open to all entities duly incorporated under the laws of Pakistan.

Eligible Applicants

- 1.3. An Applicant may be a private entity, foreign entity, government-owned entity, or any combination of them with a formal MOU to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).
- 1.4. Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and that they (iii) are not in any way dependent agencies of the Employer/procuring agency.
- 1.5. Foreign Applicant shall submit a proof of their affiliation/registration from their respective country's legal and professional body (Engineering Services Accreditation Body). Foreign firms' registration with PEC will not be mandatory at the time of Prequalification however, before the time of signing of contract they have to fulfil the requirement of registration with PEC in compliance with PEC Bye- Laws (Construction and Operation of Engineering Works Bye-laws, 1987).

Language of Application

- 1.6. The Application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Application, the translation shall govern. Information in any other language shall be accompanied by its certified translation in English. Non-compliance of the above requirement could result in disqualification of relevant Applicants.

Nationality

- 1.7. An Applicant, and all partners constituting the Applicant, shall have the nationality of an eligible country as per Constitution of Islamic Republic of Pakistan. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This requirement shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers.

1.8. Applicants shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Pakistan prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

Complete Information

1.9. 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 disqualification of the applicant.

One Bidder One Application

1.10. Prequalified Bidders may participate only in one bid for the project. If a Prequalified Bidder submits more than one bid for the project, all bids that include that bidder shall be rejected. This rule does not apply in respect of bids that include sub-contractors who are used by more than one bidder.

Subcontracting

1.11. Subcontracting is allowed subject to prior permission of the Client. However it should not exceed by 35% in any case.

Subcontractor Experience

1.12. Sub-contractor's experience and resources will not be added / taken into account in determining the Applicant's compliance with the qualifying criteria.

Affidavit

1.13. The Applicant/All Partner of the JV shall attach original affidavit on non-judicial stamp paper (with a value of Rs. 100) and declaring on oath that the Applicant:

- a. is not in bankruptcy or liquidation proceedings;
- b. has *never* been declared ineligible/blacklisted by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- c. is not making any misrepresentations or concealing any material fact and detail;
- d. has not been convicted of, fraud, corruption, collusion or money laundering;
- e. 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
- f. does not fall within any of the circumstances for ineligibility or disqualifications

Clarification of Information in EOI Application

1.14. To assist in the evaluation of Applications, the Employer may, at any stage during the course of the prequalification process, ask any Applicant for clarification in respect of any matter associated with the documentation submitted by the Applicant in its Application. If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

Clarification of The Prequalification Document

1.15.A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address or by email indicated in the ADS. The Employer will respond in writing or by email to any request for clarification provided that such request is received no later than 07 days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have acquired the Prequalification Document directly from the Employer including a description of the inquiry but without identifying its source. The Employer will also post copies of its response in its website.

Updating of Information in EOI Application

1.16.Applicants may be required to update the information submitted for prequalification at the time of submission of their bids to confirm continued compliance with the Prequalification Criteria. Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as and when required by the employer. A bid shall be rejected if the Applicant's qualification thresholds are no longer met at the time of bidding.

Misrepresentation of information

1.17.The applicant must declare and undertake that all the information, warranties, statements and representations provided within this application are true and correct; and applicant also understand that in case any of the aforesaid are found to be false/incorrect then applicant is liable to be disqualified, without prejudice to its other rights and actions the Employer may exercise under the applicable laws.

Instructions for Joint Venture Applicants

1.18.In case of JV, the JV applicant must nominate a Lead Partner (as Representative of JV) to act as Lead Partner who shall have the authority to conduct all businesses for and on behalf of any and/or all the partners/ Applicant during the prequalification process and, in the event of prequalification, during the procurement process, and in the event the Contract is awarded to the Applicant then during the term of contract.

1.19.The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in another JV or association. In case of dissolution of a JV, the Individual firms forming JV shall be deemed to be disqualified.

Nomination of Lead Partner

1.20.In the case of a JV all partners shall be jointly and severally liable and JV shall nominate a Lead Partner, who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process; in the event the JV is prequalified, during the bidding process; and in the event the JV is awarded the contract execution.

Conflict of Interest

1.21.During the prequalification process and at the time of bidding, Applicants/Bidders shall not have a conflict of interest. All Applicants/Bidders found to have a conflict of interest shall be disqualified. Applicants/Bidders may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common;
- or

- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this prequalification / bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Applicant / Bidder, or influence the decisions of the Employer regarding this prequalification / bidding process; or
- (e) an Applicant / Bidder participates in more than one bid in this prequalification / bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under Instruction To Bidders of the bidding document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.4 (a) to (d) above, this does not limit the participation of a specialist subcontractor in another bid or of a firm as a specialist subcontractor in more than one bid; or
- (f) an Applicant / Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works, plant and services that are the subject of the bid; or
- (g) an Applicant / Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as an engineer or consultant for the subject contract.

Amendment in Prequalification Document

1.22. At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda. Any addendum issued shall be part of the Prequalification Document and shall be communicated in accordance with PPRA Rules, 2014 (amended). It is sole discretion of the employer to extend or not the deadline for the submission of Applications.

Instructions for Preparations of EOI Application

1.23. The Applicant shall prepare an Application using the forms furnished/annexed to prequalification document. The application should be prepared in accordance with standard *'Application form'* and all forms must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.24. The Application shall comprise the following:

- (a) An Application, in accordance with standard attached template
- (b) Power to Attorney as confirmation of authorizing the signatory of the Application to commit the Applicant;
- (c) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with prequalification document;
- (d) documentary evidence establishing the Applicant's qualifications, in accordance with evaluation criteria;
- (e) any other document required as specified in this document.

1.25. The Applicant shall prepare one original of the documents comprising the Application as described in prequalification document and clearly mark it "ORIGINAL". The Applicant shall submit 03 copies of the signed original Application, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

1.26. The Applicant shall enclose the original and the copies of the Application in a sealed envelope which shall:

- (a) bear the name and address of the Applicant;
- (b) be addressed to the Employer and
- (c) bear the specific identification i.e. Procurement Number of this prequalification process

If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the Application.

1.27. The name and mailing address of the applicant shall be clearly marked on the envelope.

1.28. Applications shall be submitted using Application Forms annexed with this document.

1.29. The requirements regarding the legal instruments evidencing the authorization to represent and sign on behalf of the Applicant. The name and position held by each person signing the authorization must be typed or printed below the signature. Failure to provide an acceptable authorization with the prescribed period may cause the rejection of the Application.

Opening of EOI Applications

1.30. Applications or any document relating to the Application submitted after the deadline for submission of Applications, shall be rejected by the Employer.

1.31. Opening of Applications will be done in the presence of the Applicants who wish to be present at the time of opening of Applications.

1.32. The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document.

1.33. The Employer reserves the right to annul the prequalification process and reject all Applications at any time as per PPRA 2014 without thereby incurring any liability to Applicants.

1.34. Procuring agency shall be under no obligation to return any EOI or supporting materials submitted by the Applicants.

1.35. No application will be considered responsive if it:

- a. is received after the date and time fixed for its receipt.
- b. is unsigned
- c. is conditional
- d. is given by the firm black listed, suspended or removed from the approved list of the any department/organization of Government

- e. is received with validity period shorter than that required in the tender
- f. does not confirm to the general conditions of this document

1.36. 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 and projectmanagement@qasolar.com

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

2. Evaluation Criteria:

EOI evaluation will be based on the following criteria given in succeeding paras in line with PPRA rules and as demonstrated by the Applicant's responses in the forms given in this document.

- EOI Application Responsiveness
- Mandatory Requirements
- Prequalification Criteria (Based on Rule 16 of PPRA Rules, 2014)

2.1 EOI Application Responsiveness:

Responsiveness of EOI application will be established based on compliance of all instruction delineated in this document.

2.2 2.2 Mandatory Requirements

After establishment/confirmation of responsiveness of the applicant/application will be evaluated for following mandatory requirements:

	Lead Firm	Associate Firm
Legal Status of Firm (Registered with either of the following) <ul style="list-style-type: none"> • SECP • Registrar of Firms • Recognized by Govt. of Pakistan • Relevant registration forum (In case of international firms) 	Must Meet	Must Meet
Eligible Countries: Consulting firms from all the countries of the world are eligible to apply except those from India and Israel	Must Meet	Must Meet
Valid Certificate of Registration with Pakistan Engineering Council (PEC) with at least following Project Profile code: 1210 Renewable Energy Sources and Systems	Must Meet	May Meet
NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan)	Must Meet	Must Meet
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)	Must Meet	Must Meet
Audited Financial Statements of the firm duly audited by the Chartered Accountant Firm for the last 3 years.	Must Meet	Must Meet
Minimum years in Business	05 years	03years
Minimum 02 Projects of O&M in renewable energy sector	Must Meet	May Meet

Power of Attorney for Representative	Must Meet	Must Meet
<p>Affidavit The Applicant/Partner of the JV shall attach original affidavit on non-judicial stamp paper (with a value of Rs. 100) and declaring on oath that the Applicant (see the affidavits attached with document):</p> <ul style="list-style-type: none"> • is not in <i>bankruptcy</i> or liquidation proceedings; • has <i>never</i> been declared <i>ineligible/blacklisted</i> by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons • is not making any <i>misrepresentations</i> or concealing any material fact and detail; • has not been convicted of, fraud, <i>corruption</i>, collusion or money laundering; • is not aware of any conflict of interest or potential <i>conflict of interest</i> arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and • does not fall within any of the circumstances for <i>ineligibility</i> or disqualifications 	Must Meet	Must Meet
<p>Note: All companies/JV will sign & stamp all the pages of EOI document issued by QASP and submit this document along with the EOI application.</p>		

Additional Requirements for Joint Venture/Consortium:

- 1) Any Joint Venture must comply with the following minimum qualification requirements: -
 - Lead partner of a JV shall meet 100% of the qualifying financial and technical criteria given above.
 - A duly executed signed copy Contract of JV or consortium with the Lead Company shall be provided.
- 2) 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.
- 3) Sub-consultant’s experience and resources shall not be taken into account in determining the Applicant’s compliance with the qualifying criteria.
- 4) Joint Venture must meet the evaluation criteria jointly.

2.3 Prequalification 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 criteria for prequalification.

Prequalification Criteria for evaluation of application those are responsive and fulfill mandatory requirements, is given below:

SN	Description	Marks
1	Relevant and past experience	40
2	Managerial Capability	10
3	Personnel Capabilities	30
4	Financial Position	20
Total		100

* The company / JV securing more than 65% marks will qualify.

SN	Description	Marks
1	Relevant and past experience	40
	<p><i>04 O&M Consultancy / O&M services assignments in Solar Power Sector.</i></p> <p><i>(10 marks for each assignment)</i></p> <p><u>Assignment Qualification:</u></p> <p>O&M Consultancy/Services Assignments having following minimum criteria:</p> <p>1. Minimum size of Power plant shall be 5MW.</p>	40
2	Managerial Capability	10
	<p>i No. of Permanent/Regular Engineering Professional registered with Pakistan Engineering Council (PEC) having minimum experience of 3 years with firm. Each PEC registered engineer shall earn 02 Basic points- (maximum 10 Marks.)</p>	10
3	Personnel Capabilities	30
	<p><u>Lead Engineer / Manager</u></p> <ul style="list-style-type: none"> • 16 years' education in in Electrical/Electronic Engineering (02 Marks) • Minimum of 10 years' experience in designing construction/commissioning /resident supervision/Operation & Maintenance of Renewable Energy Projects etc. (08 Marks - 02 for each project as Project Head) 	10
	<p>ii. <u>Contract Engineer</u></p> <ul style="list-style-type: none"> • 16 years' education in the field of engineering (02 Marks) • Minimum of 05 years' experience in Contract management in similar projects. (8 Marks) supported by 02 similar project, 04 marks for each project. 	10
	<p>iii. <u>Civil Structure Engineer</u></p> <ul style="list-style-type: none"> • 16 Years education in field of Civil / Structural engineering (02 Marks) • Minimum of 5 years in relevant field (8 Marks - 02 mark each year after 5 years of experience up to 9 years) 	10
	<p>**Note: In case of Joint Venture, One of the personnel shall be provided by the associate firm.</p>	
4	Financial Position	20

		Average Annual Turnover (Last 3 Years) in PKR Million	Maximum Marks-10
		Minimum 10 Million up to 20 Million	4 Marks
		More than 20 up to 30 Million	6 Marks
		More than 30 up to 40 Million	8 Marks
		More than 40 Million	10 Marks
		Average Current Ratio (Current Assets/Current Liabilities)	Maximum Marks-10 Current Ratio less than 0.5=zero marks Current Ratio Greater than 0.5 but less than and equal to 01 =2.5 Marks Current Ratio Greater than 01 but less than 1.5=5 Marks Current Ratio Greater than 1.5 but less than 2=7.5 Marks Current Ratio Greater than 02=10 Marks
		Total	
Qualifying Marks		65	

Note:

- i. **Projects without satisfactory completion letters from Clients shall not be considered for evaluation.**
- ii. *Educational qualifications / degrees should be from HEC recognized institutes or equivalent. In case of foreign resources, the Engineers shall be registered with their respective engineering authority. An affidavit by consultant shall be provided for equivalence of education with local engineering degrees where applicable.*
- iii. *Average Current Ratio shall be calculated as Average of Current Ratios of last three financial years shown on separate sheet. (2016-17, 2017-18 and 2018-19)*
- iv. *An applicant shall only be evaluated on technical criteria if it meets Mandatory requirements*
- v. *Joint Ventures must meet the evaluation criteria collectively.*

ANNEX-A Terms of Reference (TORs)
For QUALITY ASSURANCE AND SUPERVISION OF O&M CONTRACTOR

1. Background

Quaid-e-Azam Solar Power (Pvt.) Ltd. (hereinafter referred to as the “Client”) is a company owned by Government of Punjab. The Client has established a 100MW Solar PV power plant at Bahawalpur Punjab. The power plant achieved its Commercial Operations Date (COD) on 15-July-2015. The Operations and Maintenance of power plant is being carried out by TBEA Xinjiang SUNOASIS Co. (hereinafter referred to as the “Contractor”) which is the EPC and O&M Contractor for this project.

Client desires to hire the services of a Consulting Firm to provide O&M Supervision Services to supervise O&M Contractor as per the provisions of Agreement of Engineering Procurement Construction and Operation & Maintenance “Agreement” between Client and Contractor.

2. Objectives:

The overarching objectives of the consultancy services, *inter alia*, include:

- Performing end-to-end “Employer’s Engineer” role in the Operation & Maintenance of the 100 MWp, DC ground-mounted, grid-connected, Solar PV Project at Lal Sohanra Bahawalpur, Punjab, Pakistan;
- Supervision of the O&M services provided by O&M Contractor in line with EPC and O&M Agreement between Client and Contractor.
- Assisting the Client in supervising the Project’s O&M Phase as the Employer’s Engineer;
- Ensuring achievement of Quality Benchmarks during O&M of the Project through the O&M Contractor;
- Data collection/analysis and reporting for Operations management.

3. Scope of Services:

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

1. Assist in O&M of the Project consisting the Project’s lifetime.
2. Assessing the warranty and guarantee requirements within the contract.
3. Establishment of progress reporting, issues and change management protocols with the Contractor.
4. Looking for interface points and areas where there could be technical and commercial risks with mitigation strategy.
5. Reviewing O&M work plan for corrective and preventive maintenance and Plant operation plan of the Contractor on daily, monthly, biannual, and annual basis.
6. Verification of quantities, quality, documentation etc., as per the provisions of the O&M Contract.
7. Check the implementation of the agreed upon Quality, Health, Safety and Environment (QHSE) plan.
8. Verification that the correct data sheets, training and installation manuals of each system component have been made available.
9. Verification of replacement components, warranty reserves etc. as would be provisioned in the O&M contract.

10. Verification of the service contracts, insurance policies, warranties, performance guarantees for each component, sub-system, and the entire system (as applicable).
11. Monitoring of the agreed upon leading performance indicators, and raising timely alerts about the possibility of missing or falling short of the Quality Assurance milestones.
12. Independent measurement and certification of the leading performance indicators, including module efficiency in actual operating conditions, inverter weighted efficiency, switchgear and transformer performance, and the actual plane-of-array irradiation.
13. Spot checks of the module, inverter, and combiner box performance, including infrared checks of the modules with special attention to whether there are any early signs of Degradation.
14. Assisting the Client in analyzing the SCADA data outputs through dedicated monitoring systems.
15. Analyzing the SCADA information for any faults or quality deficiencies at the system, sub-system, or component level.
16. Review of O & M planning and implementation by the Contractor: scheduled and unscheduled tasks.
17. Control of the O&M execution and reporting in four quarters.
18. Review of the training plan and its implementation provided by the Contractor.
19. Verification of the System Performance Ratio at monthly, quarterly and annual intervals.
20. Participating in weekly, monthly & quarterly performance review meetings with Client and the Contractor.
21. Arranging emergency meetings with the Contractor and Client in case of any substantial system performance warnings and identified risks.
22. Assist Client in overseeing troubleshooting by the Contractor in case of any problems in System performance.
23. Verification of calibration of Key Sensors and measuring equipment including the pyranometers. Module temperature sensors and grid connection meters.
24. Determination and suggesting the implementation and supervision of the best practices on dust detection system optimized cleaning cycle and mechanized cleaning.
25. Supervision of ongoing rectification of Punch List items including but not limited to SCADA Monitoring System Extension, Installation of Inverter Shades and Gardening etc.
26. Supervision of Annual and Bi-Annual Maintenance of Power Plant.
27. Perform annual and bi-annual inspections as per EPC and O&M Agreement and issuance of relevant certificates.
28. Continuous updating of Operation & Maintenance Manual.
29. Verification of any type of claims including the replacement of spares as raised by O&M contractor
30. Verification of NPMV details /Outages
31. Preparation of drawings, and verification of the any, electrical/mechanical/civil work being carried out at the site regarding improvement of infrastructure of the plant.
32. Preparation of incident reports and also reviewing the same if submitted by O&M contractor
33. Reviewing and Approval of subcontractor's documents nominated by main O&M contractor (TBEA) for pre-qualification
34. Providing contractual input, and cost evaluation of the claims as submitted by QASP against O&M contractor

35. The Consultant shall provide monthly Report on plant performance and O&M check directly to the Lender (Bank of Punjab) and shall answer and technical queries, plant performance queries, plant operational and technical status which the Lender (BOP) may request from the Consultant.”
36. On demand of O&M supervision and Consultancy, the dedicated engineer of the Consultant shall act as a focal Point and senior advisor for all operational issues”
37. On demand of O&M supervision and Consultancy, the Consultant shall offer advice and guidance to the Lender (Bank of Punjab) as well as to the O & M Services including operating data analysis, preventive and corrective maintenance, module cleaning, grounds maintenance and others”
38. Perform Joint Inspection Prior to Contract Completion in terms of Clause 10.4 of EPC and O&M Agreement. The relevant clause of EPC and O&M Agreement is shown below:
39. Review & monitor the “**Special Inspection**” to be carried out by O&M Contractor in terms of Clause 11.9 of EPC and O&M Agreement and “**Main Annual Inspection**”. The relevant clauses of EPC and O&M Agreement are mentioned below:

4. Estimated Cost:

Rs.7.2 million

5. Duration of Consultancy Services:

Twelve (12) Months.

ANNEX-B (FORMAT FOR LETTER OF EOI APPLICATION)

[On the Letter Head of the Bidder (in case of Single or Lead Member (in case of a Consortium)]

Date: -----

To

Chief Executive Officer

Quaid-e-Azam Solar Power (Pvt) Limited

Project: (O&M CONSULTANCY SERVICES FOR SUPERVISION OF O&M WORKS)

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the [insert name of Project].

We are enclosing our Expression of Interests (EOIs), in one Original and three Copies, with the details as per the requirements of the EOI, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the EOI is complete, true and correct in every detail.

We confirm that the EOI application is valid for a period of 90 days from the due date of submission of EOI application and is unconditional.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

Bidder seal & stamp

ANNEX-B/1 (General Information)

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.		

ANNEX-B/2 (Financial Information)

Financial Information 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. (US\$= Rs. 160)	Current Ratio
2018-19			
2017-18			
2016-17			
Average			

ANNEX-B/3 (Joint Venture/Consortium)

ANNEX-B/3-1 (Joint Venture/Consortium Summary)

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

ANNEX-B/3-2 (Letter of intent to form a Consortium)

[On the Letter Head of the Bidder (in case of Single Entity) or Lead Member (in case of a Consortium)]

Date: -----

To,

Chief Executive Officer
Quaid-E-Azam Solar Power (Pvt)

[Insert name of Project]

Sir,

We, hereby convey our intent to form a consortium with and for the successful execution of the captioned Project. The Lead member of the Consortium will be

We hereby enclose the following documents with this letter of intent:

- 1. Form A- The Power of Attorney for signing authority
- 2. Form B – The Power of Attorney for Lead Member
- 3. Form C - Duly notarized MOU of the Consortium. (Form attached)
- 4. Any other Documentary Evidence

The mode of execution of the Power of Attorney would be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the consortium members and when it is so required the same would be under common seal affixed in accordance with the required procedure.

The consortium members would submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favor of the person executing this Power of Attorney in favor of the Lead Member.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

Bidder seal & stamp

Annex-B/4 (Power of Attorney and MOU)

Form-A FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL)

(On a Stamp Paper of Rs. 100 or more value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI for the [insert name of project in the Pakistan, including signing and submission of all documents and providing information/ responses to the The Client, representing us in all matters before GoPb, and generally dealing with the Client in all matters in connection with our proposal for the said project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things awfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Notes:

- 1. To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported .by a Board Resolution*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form-B (FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM)

(On a Stamp Paper of Rs. 100 or more)

POWER OF ATTORNEY

Whereas, the Procuring agency has invited EOI from interested Bidders for the [insert name of project].

Whereas, the members of the Consortium are interested in competing for the Project in accordance with the terms and conditions of the EOI and other connected documents in respect of the Project, and

Whereas, it is necessary under the EOI for the members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all such acts, deeds and things as may be necessary in connection with or incidental to the Consortium's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. _____ as the Lead Member of the Consortium and as our attorney, to do on behalf of the Consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the Consortium's proposal for the Project, including submission of EOI application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with procuring agency or any other Government Agency or any person, in connection with the Project until culmination of the process of selection and thereafter till the Contract Agreement is entered into with the procuring agency.

We hereby agree to ratify all such acts, deeds and things lawfully done by Lead Member as our said attorney pursuant to this Power of Attorney and that all acts deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this _____ Day of _____ 2020.

(Executants)

(To be executed by all the members of the Consortium)

Bidder seal & stamp

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. The executants(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favor of the person executing this Power of Attorney in favor of the Lead Member.*

Form-C (FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU))

(On Non – judicial stamp paper of appropriate value duly attested by notary public)

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 2017 at _____ Between _____ as” _____”) and having office at _____, Pakistan. Party of the First Part

And

_____ (hereinafter referred as” _____”) and having office at _____, Pakistan
Party of the Second Part. The member is individually referred to as Party and collectively as Parties.

WHEREAS the __ (procuring agency name) _____ has invited Expression of Interest (EOI) from [Project].

AND WHEREAS the Parties have had discussions for formation of a Consortium for competing for the said project the following points with respect to the Parties’ rights and obligations towards each other and their working relations

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLO

1. The parties undertake that there shall be no changes in respect of the lead member in case of a consortium till the
2. That the Parties shall carry out all responsibilities which will be specified in terms of the Contract Agreement.
3. That the roles and the responsibilities of each Party at each stage of the section shall be as follows:

Name of the Member	Type of Member	Roles and Responsibilities

4. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms executed on award of the Project.
5. That the Parties affirm that they shall execute the Project in good faith and shall take all necessary steps to see that shall not negotiate with any other party for this Project.
6. That this MOU shall be governed in accordance with the laws of Pakistan and courts in Punjab shall have exclusive arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Witness:

1. First Party
2. Second Party

Bidder seal & stamp

ANNEX-B/5 (Firm/Consortium Experience)

(NAME OF THE ASSIGNMENT)

SUMMARY LIST OF ASSIGNMENTS HANDLED BY THE FIRM / CONSORTIUM

Sr. No.	Name of The Assignment	Location Province/ Country	Client	Cost of the Assignment	Implementation Start Completion	Handled as: <ul style="list-style-type: none">• Single Firm :• Lead Consultant :• Consortium Partner :	Total Cost of Services	Cost of Services provided by the Firm	Scope of Services	Scope of Assignment Components / Volume of Work etc.
1.										
2.										
3.										

ANNEX-B/5-1 (Particular Experience Record)

Particular Experience Record

<i>Name of Applicant or partner of a joint venture</i>
--

*To prequalify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the “**Instructions to Consultants**”.*

*On a separate page, using the format of Application ANNEX-B/5-2, 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 five (5) 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.*

ANNEX-B/5-2 (Details of Particular Experience)

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.	Supervision and Designing etc. Contract Duration (Years) _____ Years
11.	Specified Requirements:
12.	EPCM (Engineering, Procurement and Construction Managing) 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

ANNEX-B/6 (List of Key Personnel)

		LIST OF KEY PERSONNEL				
Sr. No	Designation	Name	Qualification	Total Experience in year with firm		Current Responsibilities
	Lead Engineer					
	Structural Engineer					
	Contract Engineer					

Annex-B/7 (Format of CV)

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:
11. Employment Record
12. Languages and Degree of Proficiency
(In speaking, reading and writing as Excellent-Good-Fair-Poor)
13. Detail of relevant Projects handled
14. 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**

(Separate form for each employer of expert)

Annex-B/8 (Managerial Capabilities)

Enter all Engineers registered with PEC along with their PEC numbers

Sr. No.	Name	Nationality	Country of Work	Profession	Registration No.	Registering Entity	Duration with Firm
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10							

Note: Professional with incomplete information shall not be considered

ANNEX-B/10 (Affidavits)

ANNEX-B/10-1 (Affidavit for Non-Blacklisting of Firm)

[PRINT ON STAMP PAPER]
Non-judicial stamp paper (with a value of Rs. 100)

Date:

AFFIDAVIT

It is hereby solemnly confirmed and declared that M/s -----,
is declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- 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
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)
(Signatures of Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public

ANNEX-B/10-2 (Affidavit for Correctness of Information)

[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

ANNEX-C (Checklist)

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

EOI containing the following:

Original

03 Copies

Contents of EOI:

Letter of EOI Application (*ANNEX-B*)

Letter of intent to form a Consortium (*ANNEX-B/3-2*) and the MOU (*ANNEX-B/4 Form-C*)

Power of Attorney for signing of proposal (*ANNEX-B/4 Form A*)

Power of Attorney for lead member of consortium (*ANNEX-B/4 Form B*)

Bidder details (*ANNEX-B/2*) including the following:

a) Registration Certificate (name of relevant professional institutions) along with latest renewal letter;

b) Copy of Registration with Securities & Exchange Commission or Registrar of Firms; / Relevant registration Authority

c) Copy of Registration with respective FBR;

d) A certificate / affidavit that Bidder is not blacklisted by any Government / Autonomous Body;

e) Registration certificate of Consortium Partner (name of relevant professional institutions) along with latest renewal letter

f) Copy of Registration of Consortium Partner with Securities & Exchange Commission or Registrar of Firms; / Relevant registration Authority

Completed Format for Experience (*ANNEX-B/5*)

Completed Format for Financial Capability (*ANNEX-B/2*)

Documentary evidence, relating to experience of group companies/associates, (if applicable)