

STANDARD AUCTION DOCUMENT

Procurement No. 2024/Tech/CER-03

AUCTION

For

CERs of 3rd Crediting year



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

Energy Department,

Government of the Punjab

Issuance Date: 30th July, 2024

Table of Contents

Advertisement	3
PART-I.....	3
Section 1: Instruction to Bidders (ITB).....	4
A. Instruction to Bidder	4
1. Definition	4
2. Introduction	5
3. Conflict of Interest	5
4. Unfair Competitive Advantage	6
5. Corrupt and Fraudulent Practices	6
6. Eligibility	7
B. Preparation of Bids.....	7
7. General Considerations	7
8. Cost of Preparation of Auction Bid.....	7
9. Language	8
10. Documents Comprising the Auction Bid	8
11. Only One Bid.....	8
12. Bid Validity	8
13. Clarification and Amendment of Auction Document	8
14. Eligibility Documents Format and Content.....	9
15. Financial Bid	9
C. Submission, Opening and Evaluation	9
16. Submission, Sealing, and Marking of Bids	9
17. Opening of Bids.....	10
18. Bids Evaluation	10
Section 2: Instruction to Bidders (ITB).....	12
D. Data Sheet	12
Section 3: Technical Proposal – Standard Forms	15
Checklist of Required Forms	15
Section 4: Financial Bid- Standard Forms	16
Section 5: Eligibility	18
Section 6: Terms of Reference (TORs).....	19
ANNEX-A (Affidavit of Non-Blacklisting and Correctness of Information)	20

Advertisement

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

Notice for Sale of Carbon Credits (CERs)

Sealed proposals are invited from Companies/Firms involved in the trade of Certified Emission Reductions (CERs) issued by Clean Development Mechanism (CDM) under United Nations Framework Convention on Climate Change (UNFCCC).

Quaid-e-Azam Solar Power (Pvt) Limited "QASPL" has earned an estimated 85,440 CERs for its 3rd crediting period (22nd Feb 2020 – 31st Dec 2020) after registration with CDM UNFCCC. The project details can be found on the following link.

<https://cdm.unfccc.int/Projects/DB/RWTUV1493361547.6/view>

Bids shall be submitted up to **16th August, 2024 till 03:00 pm** in the office. Bids shall be opened on the same day & same place at **03:30 pm** in the presence of the representative of the firms who may wish to attend.

Interested bidder must buy the Auction Document from the Head Office of QASPL upon the Payment of PKR 5,000 CDR or Pay Order from any Pakistani or International Bank in favor of "Quaid-e-Azam Solar Power (Pvt) Ltd. Detailed Terms & Condition of Auction process are given in QASPL Auction Document.

Eligibility Criteria:

Companies/firms/entities/JVs meeting the following minimum criteria are eligible to bid. Initial screening of bidder will be carried out and financial bids of only eligible bidders shall be opened:

1. Registration with Registrar of Firms/Registrar of Joint Stock Companies or other relevant International Authority. In case of JV with local firm, both firms have to fulfil the requirement of registration with the relevant authorities in their respective countries.
2. Firm must be registered with FBR, PRA or/and Relevant Tax authority in their Country of Origin

Terms & Conditions:

1. All Prices shall be quoted inclusive of all applicable taxes.
2. The prices shall be quoted in US Dollars (USD).
3. Reserve price shall be available in Auction Document
4. CERs shall be sold to Bidder with highest quoted price.
5. Bidder shall deposit 10% of Reserve price as mentioned in Auction Document at the time of submission of bid in form of CDR/Pay Order **denominated in PKR** from Scheduled Bank.
6. Auction Deposit of 10% submitted with Bid for Auction of unsuccessful bidders shall be returned at finalization of successful bidder. The Auction deposit of 10% of successful bidder shall be returned after completion of trade.
7. Successful bidder should submit 100% of total bid price in the form of CDR/Pay Order **denominated in USD** at the time of transfer of units.
8. The bidder may participate in auction by way of submission of sealed tender/bid enclosing CDR/Pay Order equal to at least ten percent of its bid, in the name of "Quaid-e-Azam Solar Power (Pvt.) Ltd." NTN# 4226822-2. The sealed bid shall be opened by the Auction Committee in presence of representative of bidders in the auction
9. Mode of Auction transaction is closed bid with quoted price in US Dollars Detailed instruction for bid submission are mentioned in Auction document.
10. The Competent Authority may reject/disqualify all Bids at any time prior to the acceptance of a tender/quotation under (35) of PPRA rules-2014

[Address & Contact person for sending Bids and for any clarification:](#)

[Chief Executive Officer](#)

[Quaid-e-Azam Solar Power \(Pvt.\) Ltd.](#)

[3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore](#)

projectmanagemen@qasolar.com **pm@qasolar.com**

[Web Address: www.qasolar.com](http://www.qasolar.com)

[Phone: +92-42-35790363-65 Ext: 118/137](tel:+92423579036365)

PART-I

Section 1: Instruction to Bidders (ITB)

a) Instruction to Bidder

1. Definition

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- b) “Applicable Rules” means the Punjab Procurement Rules 2014 (amended till date)) governing the selection and Contract award process as set forth in this Auction Document.
- c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- d) “CER” means the Certified Emission Reductions issued by UNFCCC under Clean Development Mechanism (CDM)
- e) “UNFCCC” means United Nations Framework Convention on Climate Change
- f) “Client” means the Auctioneer of the CERs that signs the Contract for the Services with the selected Bidder.
- g) “Bidder” means a legally-established professional firm or an entity that may participate in the auction.
- h) “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in this document
- i) “Data Sheet” means an integral part of the Instructions to Bidder (ITB) Section 2 that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
- j) “Day” means a calendar day.
- k) “Government” means the Government of the Punjab.
- l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- m) “ITB” mean the Instructions to Bidder that provides the Bidders with all information needed to prepare their Auction Bids.
- n) “Auction Bid” means the closed bid including all the required documents and the Financial Bid of the Bidder.
- o) “Auction Document” means the document prepared by the Client for the selection of Bidders.

- p) “TORs” (this Section 6 of the Auction Document) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be completed.

2. Introduction

- 2.1. The Client named in the **Data Sheet** intends to select a Bidder in accordance with the method of Auction specified in the **Data Sheet**.
- 2.2. The Bidders are invited to submit a Bid for Auction, as specified in the **Data Sheet**, for Auction required for the assignment named in the **Data Sheet**.
- 2.3. The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder’s Auction Bid as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1. The Bidder is required strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Client and PPRA.
 - 3.2.1. Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Bid of Bidder shall not be considered valid under the circumstances set forth below:

(i) **Conflicting Activities**

Conflict between auction activities and procurement of goods, works or consulting/non-consulting services: a Bidder that has been engaged by the Client to provide goods, works, or consulting/non-consulting services for a project, or any of its Affiliates, shall be disqualified from bidding process resulting from or directly related to those goods, works, or consulting/non-consulting services.

(ii) **Conflicting Assignments**

Conflict among assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be considered for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.

(iii) **Conflicting Relationships**

Relationship with the Client’s staff: a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from

this relationship has been resolved in a manner acceptable to the Auctioneer, the Auction process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1. Fairness and transparency in the Auction process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Bidders together with this AUCTION DOCUMENT all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.

5. Corrupt and Fraudulent Practices

5.1.

- (i) For the purpose of this provision, the terms set forth below are defined as follows:
- a) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the Auction Process or in contract execution to the detriment of the Auctioneer; or misrepresentation of facts in order to influence an Auction Process or the execution of a contract;
 - b) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - c) “Collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Auctioneer of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - d) “Coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the Auction process or contract execution) to influence improperly the actions of that person;
 - e) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (ii) The Client will reject an Auction Bid for award if it determines that the Bidder recommended for award or any of its personnel, or its agents, or its sub-Bidders,

sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (iii) The Client will declare mis procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
- (iv) The Client will sanction a Bidder at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Bidder ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated¹ sub-Bidder, supplier, or service provider of an otherwise eligible Bidder being awarded a Government-financed contract.

6. Eligibility

- 6.1. The Auctioneer permits Bidders, including Joint Ventures and Consortium to bid for Auction.
- 6.2. **Sanctions:**
A Bidder sanctioned by the Government shall be ineligible to participate in the Auction process, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Bidders is available at the electronic address specified in the **PPRA**
- 6.3. **Prohibitions:**
Bidders and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligibility).
- 6.4. **Government Owned Enterprises:**
Government-owned enterprises or institutions shall be eligible if they (i) are legally and financially autonomous, and (ii) operate under commercial law.

b) Preparation of Bids

7. General Considerations

- 7.1. In preparing the Bid for Auction, the Bidder is expected to examine the Auction Document in detail. Material deficiencies in providing the information requested in the Auction Document may result in rejection of the Bid for Auction.

8. Cost of Preparation of Auction Bid

- 8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Auction process. The Client is not bound to accept any Bid, and reserves the right to annul the Auction process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

9. Language

- 9.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Firm and the Client shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Auction Bid

- 10.1. The Bid shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2. If specified in the **Data Sheet**, the Bidder shall include a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery). (See **ANNEX-A**)

11. Only One Bid.

- 11.1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture in another Bid. If a Bidder, including any Joint Venture member, submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.

12. Bid Validity

- 12.1. **The Data Sheet** indicates the period during which the Bidder's Bid must remain valid after the Bid submission for Auction deadline.
- 12.2. If the need arises, the Client may request, in writing, all Bidders who submitted Bids for Auction prior to the submission deadline to extend the Bid's validity.
- 12.3. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change in the original Bid with the extension of CDR/Pay Order/Direct instrument validity Period.
- 12.4. The Bidder has the right to refuse to extend the validity of its Bid in which case such Bid for Auction will not be further evaluated.

13. Clarification and Amendment of Auction Document

- 13.1. The Bidder may request a clarification of any part of the Auction Document during the period indicated in the **Data Sheet** before the Bid for Auction submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidders who purchased the Auction Document. If the Client deems it necessary to amend the Auction Document as a result of a clarification, it shall do so following the procedure described below:
 - 13.1.1. At any time before the Bid for Auction submission deadline, the Client may amend the Auction Document by issuing an amendment in writing. The amendment shall be sent to all Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments in writing.

13.2. If the amendment is substantial, the Client may extend the Bid submission deadline to give the Bidders reasonable time to take an amendment into account in their Bids.

13.3. The Bidder may submit a modified Bid or a modification to any part of it at any time prior to the Auction deadline. No modifications shall be accepted after the deadline.

14. Eligibility Documents Format and Content

14.1. The Eligibility Documents shall not include any financial information with respect to financial bid for auction. Bidder with Eligibility Documents containing material financial information shall be declared non-responsive.

14.2. Depending on the nature of the assignment, the Bidder is required to submit a Full Eligibility Documents, or a Simplified Eligibility Documents as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the Auction Document.

15. Financial Bid

15.1. The Financial Bid shall be prepared using the **Standard Forms** provided in the Auction Document.

15.2. Taxes

The Bidder is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

15.3. Currency of Bid

The Bidder shall express its financial bid in the currency or currencies as stated in the **Data Sheet**.

c) Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Bids

16.1. The Bidder shall submit a signed and complete Bid for Auction comprising the documents and forms in accordance with Auction Document. The submission can be done by Mail or by hand.

16.2. An authorized representative of the Bidder shall sign the original submission letters in the required format provided in the Auction Document. The authorization shall be in the form of a written power of attorney attached with the Bid for Auction.

16.2.1. A Bid for Auction submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

16.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid for Auction.

- 16.4. The signed Bid for Auction shall be marked “ORIGINAL”, and its copies (if mentioned in **Data Sheet**) marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 16.5. The original and all the copies of the Bid for Auction shall be placed inside of a sealed envelope clearly marked “**BID FOR AUCTION FOR CER**”, “[Name of the Assignment] “, reference number, name and address of the Bidder, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF AUCTION SUBMISSION DEADLINE].**”
- 16.6. Similarly, the original Financial Bid shall be placed inside of a sealed envelope clearly marked “**FINANCIAL BID**” followed by the name of the assignment, reference number, name and address of the Bidder, and with a warning “**DO NOT OPEN WITH THE ELGIBILITY DOCUMENTS**”
- 16.7. The sealed envelopes containing the Eligibility Documents and Financial Bid for Auctions shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Bidder’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.
- 16.8. If the envelopes and packages with the Bid for Auction are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid for Auction.
- 16.9. The Bid for Auction or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Bid or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

17. Opening of Bids

- 17.1. The Auction Committee shall conduct the opening of the Bid in the presence of the Bidders’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Bid shall remain sealed.
- 17.2. At the opening of the Bid for Auction the following shall be read out: (i) the name and the country of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Bid; (iii) any modifications to the Bid submitted prior to Bid submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. Bids Evaluation

- 18.1. The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will

conduct the evaluation solely on the basis of the submitted Documents and Financial Bids.

- 18.2. Results of Eligibility will be declared same day and Financial Bids will be opened only of the eligible bidders.

Section 2: Instruction to Bidders (ITB)

d) Data Sheet

A. General	
ITB Clause Reference	
2.1	<p>Name of the Client: <u>Quaid-e-Azam Solar Power (Pvt.) Ltd</u></p> <p>Method of Auction: <u>Auction through Closed bids</u></p>
2.2	<p>The name of the assignment is: <u>Sale of CERs for the 3rd Crediting year</u></p> <p>Single Stage Two Envelope comprising of envelope for Eligibility Document and 2nd envelope for Financial Bid.</p>
2.3	A pre-bid conference will not be held.
B. Preparation of Proposals	
9.1	<p>This Auction Document has been issued in the <u>English</u> language. Bid for Auction shall be submitted in <u>English</u> language.</p> <p>All correspondence exchange shall be in <u>English</u> language.</p>
10.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><u>ELIGIBILITY DOCUMENTS:</u></p> <ol style="list-style-type: none"> Power of Attorney to sign the Auction for bid Affidavit of Non-Blacklisting as per attached template Affidavit for Correctness of Information as per attached template Registration with FBR and PRA and/or relevant tax Authority in Country of Origin Registration with Registrar of Firms/Registrar of Joint Stock Companies or other relevant International Authority. In case of JV with local firm, both firms have to fulfil the requirement of registration with the relevant authorities in their respective countries. Auction Deposit equivalent to 10% of the Reserve Price <u>denominated in PKR</u> i.e., <u>PKR 3.58 million (USD 1 = 280 PKR)</u> in form of CDR/Pay Order from any Scheduled Bank at mentioned in Section 15.1 to be enclosed with technical bid <p>See (ANNEX-A for Affidavits mentioned in Clause “a” and “b”</p> <p>Submission of the Bids without required document may lead to the Bid being deemed non-responsive to the Auction Document requirements.</p> <p>AND</p>

	<p><u>FINANCIAL PROPOSAL:</u> (1) Form-1 (Financial Proposal)</p>
12.1	Proposals must remain valid for 90 days .
13.1	<p>Clarifications may be requested no later than 03 days prior to the submission deadline. The contact information for requesting clarifications is: projectmanagemen@qasolar.com, pm@qasolar.com;</p>
15.1	<ul style="list-style-type: none"> a) Reserve Price for the bid is USD 1.5 + (All applicable taxes quoted in PKR). Bids received below USD 1.5 + (All applicable taxes quoted in PKR) shall be rejected. b) The prices shall be quoted in US Dollars (USD). c) Taxes should be mentioned in PKR d) All Prices shall be quoted inclusive of all applicable taxes. e) The bidder must be register with FBR and PRA with valid WHT agent certificate in order to deduct sales tax and income tax. f) CERs shall be sold to Bidder with HIGHEST QUOTED PRICE. g) All CERs i.e., 85,440 Tonnes shall be quoted in a single Bid. Bids for partial CERs shall not be accepted. h) Bidder shall deposit 10% of Reserve price i.e., <u>PKR 3.58 million (USD 1 = 280 PKR)</u> in the form of CDR/Pay Order denominated in PKR from Scheduled Bank enclosed with the Bid for Auction i) Auction Deposit of 10% submitted with Bid for Auction of unsuccessful bidders shall be returned at finalization of successful bidder. The Auction deposit of 10% of successful bidder shall be returned after completion of trade. j) Successful bidder should submit 100% of total bid price in the form of CDR/Pay Order denominated in USD at the time of transfer of units. k) Mode of Auction transaction is closed bid single stage 02 envelope with quoted price in US Dollars. l) A bidder may participate in the auction by submitting a sealed tender/bid in the name of “Quaid-e-Azam Solar Power (Pvt.) Ltd.” NTN 4226822-2, along with a CDR/Pay Order equivalent to 10% of the Reserve Price as specified in “clause h.” The sealed tender/bid shall be opened by the Auction Committee in the presence of authorised representatives of bidders in the auction who choose to attend. <p>Note: The Competent Authority may reject/disqualify all tender/quotations at any time prior to the acceptance of a tender/quotation under (35) of PPRA rules-2014</p>

15.2	Tax shall be levied as per taxation regime of Pakistan. Information on the Bidder's tax obligations can be found at: www.fbr.gov.pk and www.pra.punjab.gov.pk/
15.3	Currency of bid shall be USD however taxes shall be mentioned in PKR
C. Submission, Opening and Evaluation	
16.1	The Bidders shall NOT have the option of submitting their Proposals electronically .
16.4	The Bidder must submit: (a) Eligibility Document: one (1) original, (b) Financial Proposal: one (1) original
17.6 and 17.6	<p>The Proposals must be submitted no later than:</p> <p>Date: 16th - August-2024 Time: 1500 Hrs (Pakistan Standard Time)</p> <p>Eligibility Documents shall be opened on the same day at 1530 Hrs (Pakistan Standard Time)</p> <p>Those firms who could not meet the eligibility criteria shall be stand disqualified and their financial bid shall be returned unopened.</p> <p>On the outer sealed envelope mark the warning marking (“Do not open before Day, Month, Year”)</p> <p>The Proposal submission address is:</p> <p><u>Quaid-e-Azam Solar Power Pvt. Ltd</u> <u>3rd Floor, 83/A E1, Gulberg III, Main Boulevard, Lahore.</u> Tel: +92-42-5790363-65, Ext: 118, 137</p>
D. Auction Deposit	
	Auction Deposit: Equivalent to 10% of the Reserve Price denominated in PKR i.e., PKR 3.58 million (USD 1 = PKR 280) to be enclosed with Bid for Auction in the form of CDR/Pay Order from any Scheduled Bank.

Section 3: Eligibility Documents

{ Notes to Bidder shown in brackets { } throughout Section 3 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposals to be submitted. }

Checklist of Required Forms

Required (√)	DESCRIPTION	Page Limit
√	Power of Attorney for signing of Proposal	
“√” If applicable	If the Bid is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
√	Proof of Registration with FBR and PRA or relevant Authority in Country of Origin	
√	Proof of Registration with Registrar of Firm/JRSC or relevant Authority in Country of Origin	
√	Affidavit for Non-Blacklisting of Firm	
√	Affidavit for Correctness of Information	
√	Auction Deposit as Mentioned in the Auction Document	

Section 4: Financial Bid- Standard Forms

{*Notes to Bidder* shown in brackets { } provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- Financial Proposal Submission Form

FORM F-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer for [Insert title of assignment] in accordance with your Auction Document dated [Insert Date] and our Technical Proposal.

Our attached Financial Bid is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes*

Sr.#	Name & Description	Unit Price / CER (USD)	Total Price (USD) + Applicable Taxes in PKR
1	Certified Emission Reductions CERs		

Our Financial bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Bidder, in which case the power of attorney to sign on behalf of all members shall be attached}

Section 5: Eligibility

In reference to ITB, for the information of Bidders, at the present time Bidders, goods and services from the following countries are excluded from this selection:

India and Israel or list provided by the Government of Pakistan.

Section 6: Terms of Reference (TORs)

SALES OF CERs of 3rd Crediting Year

Introduction:

Quaid-e-Azam Solar Power (Pvt.) Limited “QASPL” has earned ____ **CERs** for its second operational year (22nd Feb 2020 – 31st Dec 2020) after registration with CDM UNFCCC. The project details can be found on the following link:

<https://cdm.unfccc.int/Projects/DB/RWTUV1493361547.6/view>

Eligibility Criteria:

Companies/firms/entities/JVs meeting the meeting the following minimum criteria are eligible to bid. Initial screening of bidder will be carried out and bids of only eligible bidders shall be opened.

- a) Registration with Registrar of Firms/Registrar of Joint Stock Companies or other relevant International Authority. In case of JV with local firm, both firms have to fulfil the requirement of registration with the relevant authorities in their respective countries
- b) Registration with FBR and PRA and/or relevant tax Authority in Country of Origin
- c) Firm Must not be blacklisted by Government or any autonomous body
- d) Taxes should be levied as per Taxation regime in Pakistan.

Eligible Countries:

As per the list Allowed by Government of Pakistan.

(Affidavit of Non-Blacklisting and Correctness of Information)
AFFIDAVIT FOR NON-BACKLISTING 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

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

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 bid 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.*

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 Auction 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 Auction document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Auction document 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 Auction 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 _____ 2024.

(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*