Terms of Reference for Hiring of a Designated Operational Entity (DOE) for Validation of Clean Development Mechanism (CDM) Project Activity of Quaid-e-Azam Solar Power (Pvt.) Ltd



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Introduction & Brief Description of the Project

Quaid-e-Azam Solar Power (Pvt.) Ltd, a company wholly owned by the Government of Punjab, Pakistan, is in the process of installing Pakistan's first ever 100MW_p DC Solar Power Plant in Quaid-e-Azam Solar Park, Cholistan, Bahawalpur. The project is being developed using poly-crystalline photovoltaic cells without any backup generators and would generate 100% clean energy to be fed into the national grid.

The 100MW project is installation of a new power plant at the site and is not a capacity addition, retrofit, or replacement of any other existing plant. So the current baseline scenario is the energy that is being fed into the national grid through other power plants, the details of which would be provided in the Draft Project Design Document (PDD) later, and the project scenario is a clean Greenfield power plant that would generate energy and supply it to the national grid through National Transmission and Dispatch Company (NTDC). This energy would help reduce the energy deficit of the country by adding to the electricity that is currently being supplied through the grid.

The project would be generating around 152,424 MWh of electricity on average for the first crediting period and would thus be reducing 90,570 tonnes of CO₂ from the atmosphere annually, thus generating 90,570 CERs for the relevant crediting period.

The project will not only be reducing the GHGs through its installation but would also significantly contribute to sustainable development by improving the overall economy of the region as the project is going to be located in an economically downtrodden area. Apart from the economic improvement in the area, the project will reduce unemployment in the area by hiring the local labor for project related works and develop skillset of the people of that region.

The project will impact the environment of the overall region by reducing pollution through plantation and other activities in the vicinity surrounding the project by developing communities and growing vegetation in the project area.

Moreover, the most significant improvement the project would be making the generation of electricity itself that will help in the reduction of load shedding and the energy crisis to some extent and provide electricity to the local population. The entire solar park in the long run will lay a critical role in attempting to bridge the supply demand gap that the country is facing at the moment.

Host Party

Islamic Republic of Pakistan

Location of the Project Activity

Cholistan, Bahawalpur, Punjab

Sectoral Scope & Methodology Used

Sectoral Scope: 01

Methodology Used: ACM0002_v15.0 - Large-Scale Consolidated Methodology for Grid-Connected

Electricity Generation from Renewable Sources

Objectives

The objective of hiring of the designated operational entity (DOE) is to validate project activities. To carry out the validation, the DOE must verify that the project meets certain the basic eligibility requirements, consult with stakeholders, and finally provide a request for registration to the Executive Board in the form of a validation report which includes the project design document (PDD).

Scope of Work

The Executive Board established in EB 13, paragraph 39 a sequence of steps for the validation of a proposed CDM project activity. In summary, in order to validate a project activity, the DOE must:

- 1. Make the CDM-PDD publicly available and receive comments from stakeholders;
- 2. Check that validation requirements have been met;
- 3. Determine whether the project should be validated;
- 4. Inform project participants of the decision;
- 5. Submit a request for registration to the Executive Board (if the proposed project activity is determined to be valid); and
- 6. Make the validation report publicly available.

In issuing the validation report, the designated operational entity (DOE) must confirm the likelihood of the project achieving additional emission reductions:

As per 3/CMP.1, Annex, paragraph 40, the role of the DOE in detail is as follows:

The designated operational entity shall:

Prior to the submission of the validation report to the Executive Board, have received from the
project participants written approval of voluntary participation from the designated national
authority of each Party involved, including confirmation by the host Party that the project
activity assists it in achieving sustainable development;

- 2. In accordance with provisions on confidentiality contained in paragraph 27 (h) above, make publicly available the project design document;
- 3. Receive, within 30 days, comments on the validation requirements from Parties, stakeholders and UNFCCC accredited non-governmental organizations and make them publicly available;
- 4. After the deadline for receipt of comments, make a determination as to whether, on the basis of the information provided and taking into account the comments received, the project activity should be validated;
- 5. Inform project participants of its determination on the validation of the project activity. Notification to the project participants will include:
 - a. Confirmation of validation and date of submission of the validation report to the Executive Board; or
 - b. An explanation of reasons for non-acceptance if the project activity, as documented, is judged not to fulfil the requirements for validation;
- 6. Submit to the Executive Board, if it determines the proposed project activity to be valid, a request for registration in the form of a validation report including the project design document, the written approval of the host Party as referred to in subparagraph (a) above, and an explanation of how it has taken due account of comments received;
- 7. Make this validation report publicly available upon transmission to the Executive Board (3/CMP.1, Annex, paragraph 40; previously 17/CP.7, Annex, paragraph 40).
- 8. When preparing validation reports, DOEs must follow the requirements outlined in the Validation and Verification Manual (VVM) in EB 51, Annex 3.

Deliverables

- Draft Validation Report
- Final Validation Report

Requirements for the Proposal

The proposal submitted by the company shall include:

- 1. A timeline for the tasks to be completed during validation.
- 2. Number of key persons deployed for the validation and their résumés.
- 3. Brief company profile.
- 4. A list of CDM projects validated by the company to date.

Conditions of Tender

Evaluation criteria for technical and financial evaluations are enclosed. Scores will be allocated based on evidence available in proposal only. The assignment will be awarded to the firm with the highest total score based on following weighted ratios:

- 75 % of Technical Score
- 25 % of Financial Score

The single stage single envelop method under PPRA 2014 will be used for evaluation.

The criterion on which the proposals would be evaluated both technically and financially is as under:

Technical & Financial Evaluation Scores		
Technical Criteria (75%)		
Years of Existence of the Company (15 marks)	1 mark for each year of existence up to a maximum of 15 years	
Number of CDM Projects Validated (30 marks)	10 marks if 50 projects	
	20 marks if 70 projects	
	30 marks if more than 70	
Number of CDM Projects Validated under ACM0002 methodology (30 marks)	10 marks if 10 projects	
	20 marks if 25 projects	
	30 marks if more than 25	
One or More Projects Validated in Pakistan under ACM0002 (5 marks)	5 marks	
Number of Projects Validated by the Team Lead (10 marks)	5 marks if 5 projects	
	10 marks if more than 5 projects	
Number of Projects Validated by the Team Member(s) (10 marks)	5 marks if 3 projects	
	10 marks if more than 3 projects	
Financial Criterion (25%)		

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Maximum 100 points

The formula for determining the financial scores is the following:

Sf = $100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical (T) and Financial Proposals (F) are:

T = 0.75, and F = 0.25

For the purpose of financial evaluation, in case of different currencies, the exchange rate (buying) prevailing on the day of bid opening would be considered valid.

A: GENERAL CONDITIONS

1. SCOPE OF BID:

- 1.1. The Employer / Purchaser / Owner wishes to receive bids as described in the Bidding Documents.
- 1.2. **SCOPE OF WORK:** The scope of work shall be the same as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of work within the period stated in bid documents.
- 1.4. Throughout this bidding documents, the term "bid" and "tender" and their derivatives ("bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1. Documents establishing Bidder's Qualification
- 2.2. Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
- 2.3. Pursuant to Bid Evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting the BEC.
- 2.4. The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the contract if his bid is accepted.
- 2.5. The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the owner's satisfaction that, the bidder has the technical and productions capacity necessary to perform the contract.
- 2.6. The invitation of bid is open to any bidder.
- 2.7. A bidder shall not be affiliated with a firm or entity:
 - 2.7.1.that has provided consulting services related to the work to the owner during the preparatory stages of the works or of the project of which the works form a part, or
 - 2.7.2.that has been hired by the owner as engineer/consultant for the contract.
- 2.8. The bidder shall not be under a declaration of ineligibility by owner for corrupt or fraudulent practices.
- 2.9. The bidder shall not be blacklisted by any Government Department / Public Sector on the due date of submission of bid. If the documents were issued inadvertently / downloaded from

website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

3. ONE BID PER BIDDER

- 3.1. A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disgualified.
- 3.2. Alternative bids are not acceptable.

3.3. Bids From Consortium: Not Applicable

4. **COST OF BIDDING**

4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and owner, will not be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. **SITE VISIT:**

- 5.1. The bidder may visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder and any of its personnel or agents will be granted permission by the owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. LANGUAGE OF BID

- 6.1. The bid prepared by the bidder, all correspondence documents relating to the bid exchanged by the bidder with the owner shall be in English language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 6.2. In the event of submission of any document / certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder. Metric measurement system shall be applied.

7. Bid Prices

- 7.1. Prices quoted should be inclusive of fee towards complete scope of work, all taxes, duties, levies, license fees, and payments towards third party charges towards surveys etc. including all taxes and duties. Conditional discount, if offered, shall not be considered for evaluation.
- 7.2. The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.
- 7.3. Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- 7.4. Bids can only be quoted in Euros, US Dollars, and Pakistani Rupees.
- 7.5. Prices shall be written both in words, and in figures. In the event of difference, the price in words shall be valid and binding.
- 7.6. Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work.
- 7.7. Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to Pakistan, site visits by its personnel, stay in Pakistan, boarding, lodging, incidental expenses etc. required for Scope of Work.

8. PERIOD OF VALIDITY OF BID

- 8.1. The bid shall remain valid for acceptance for Three (03) months from the bid due date. Owner shall reject a bid valid for a shorter period being non-responsive. The bidder shall not be entitled during the said period of 03 months, to revoke or cancel its bid or to vary the bid given or any term thereof.
- 8.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post/e-mail). A bidder agreeing to the request will not be required or permitted to modify his bid.