

QUAID-E-AZAM SOLAR POWER (PVT.) LTD

REQUEST FOR PROPOSAL (RFP)

FOR

AUDITING SERVICES

**“PROVISION OF SERVICES TO QUAID-E-AZAM SOLAR POWER (PVT)
FOR INDEPENDENT COMPLIANCE AUDIT AND SUPERVISION OF O&M
CONTRACTOR FOR 100 MW_p SOLAR PHOTOVOLTAIC (PV) PROJECT AT
BAHAWALPUR, PUNJAB, PAKISTAN”**

Issuance Date: 18th November 2015

Due Date: 7th December 2015

Issued by:

**Chief Executive Officer
Quaid-e-Azam Solar Power (Pvt.) Ltd.**

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SECTION 1: LETTER OF INVITATION

SECTION 1: LETTER OF INVITATIONDate: 17.11.2015**SUBJECT: LETTER OF INVITATION**

1. The Government of Punjab has established Quaid-e-Azam Solar Power (Pvt) Limited to promote and develop solar power projects in the province of Punjab, Pakistan.
2. Quaid-e-Azam Solar Power (Pvt) Ltd. (hereinafter referred to as the “Client”) hereby invites proposals to provide the Auditing Services: Provision of Services to Quaid-e-Azam Solar Power (Pvt) Ltd. For Independent Compliance Audit and Supervision of O&M Contractor for 100 MW_p Solar Photovoltaic (PV) Project at Bahawalpur, Punjab, Pakistan. Details of the services are provided in the Terms of Reference.
3. The Bidder shall be selected under the Selection Method Quality and Cost Based Selection (QCBS) and procedures, in accordance with the **Punjab Procurement Regulatory Authority Rules 2014** issued by the Services & General Administration Department, Punjab.
4. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 - Instructions to Bidders (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract (Lump-sum)
5. It is mandatory for the proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
6. The Bidder should submit details of all of their most relevant assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.
7. CVs of key personnel corresponding to the list given in the Data Sheet should provide details of at least 5 relevant assignments done by the individual in the past 10 years.

Yours sincerely,

Najam Ahmad Shah,
CEO Quaid e Azam Solar Power Pvt. Ltd.

SECTION 2: INSTRUCTIONS TO BIDDERS

SECTION 2: INSTRUCTIONS TO BIDDERS**Definitions**

- (a) “Client” means the Company (Quaid-e-Azam Solar Power (Pvt.) Limited) with which the selected Bidder signs the Agreement for the Services.
- (b) “Bidder” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents.
- (d) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Instructions to Bidders” means the document, which provides shortlisted Bidders with all information needed to prepare their Proposals.
- (g) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Bidders.
- (h) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means this Request for Proposal prepared by the Client for the selection of Bidders, based on the Punjab Standard RFP.
- (k) “Services” means the work to be performed by the Bidder pursuant to the Contract.
- (l) “Sub-Bidder” means any person or entity with whom the Bidder sub-contracts any part of the Services.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder, and

expected results and deliverables of the assignment.

1. Introduction

- 1.1 Not used.
- 1.2 The shortlisted Bidders will have to submit a Technical Proposal and a Financial Proposal for auditing services required for the assignment named in the Data Sheet. The Proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 1.3 Bidders should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. Bidders should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide, at no cost to the Bidders, the inputs and facilities specified in the Data Sheet.
- 1.5 Bidders shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Conflict of Interest

1.6 The policy of the Client requires that Bidders provide professional, objective, and impartial advice and at all times, hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Bidder (including its Personnel and Sub-Bidders) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Client. For example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Bidder assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Bidder (including its Personnel and Sub-Bidders) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded an Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

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- 1.6.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 1.6.3 No agency or current employees of the Client shall work as Bidders under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Bidder as part of his technical proposal.
- Unfair Advantage** 1.6.4 (a) If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.
- Fraud and Corruption** (b) The Client requires Bidders participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client: defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving,

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- receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (c) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (d) will sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Client contract if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client contract; and
 - (e) will have the right to require that a provision be included requiring Bidders to permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Client.
- 1.7 Bidders, their Sub-Bidders, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 1.6.4. Furthermore, the Bidders shall be aware of the provisions on fraud and corruption
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- stated in the specific clauses in the General Conditions of Contract.
- Only one Proposal**
- 1.8 Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidder is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.9 Shortlisted Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity**
- 1.10 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Bidders**
- 1.11 In case a shortlisted Bidder intends to associate with Bidders who have not been shortlisted and/or individual expert(s), such other Bidders and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Data Sheet.

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- 2. Clarification and Amendment of RFP Documents**
- 2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. 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 the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (a) If a shortlisted Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Bidder(s), or (b) shortlisted Bidders if so indicated in the Data Sheet. A shortlisted Bidder must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Bidder(s). In case of association with non- shortlisted Bidder(s), the shortlisted Bidder shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Technical Proposal**
- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the

**Format and
Content**

attached Standard Forms (Section 3). Paragraph (c) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Bidders' organization and an outline of recent experience of the Bidders (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Bidders/ Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by

area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Bidders' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Bidder may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Bidder is subject to payment of any taxes.

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- 3.8 Not Used.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.1 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.2 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be

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- case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.3 Not Used.

Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection)

- 5.4 After the technical evaluation is completed, the Client shall inform the Bidders who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing Bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the opening.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of

100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Signing of Contract	6.1	Signing of Contract will be held at the date and address agreed between the parties. The invited Bidder will, as a pre-requisite for attendance at the Contract signing, confirm availability of relevant Professional staff. Failure in satisfying such requirements may result in the Client proceeding to the next-ranked Bidder. Representatives attending on behalf of the Bidder must have written authority to conclude a Contract.
Description of Services	6.2	Finalization of Contract will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to finalize the Terms of Reference. The Client and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.
Availability of Professional staff/experts	6.3	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to finalize Contract on the basis of the Professional staff named in the Proposal. Before contract finalization, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract finalization unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to finalize.
Conclusion of the Contract	6.4	Finalization of Contract will conclude with a review of the draft Contract. The Client and the Bidder will initial

the agreed Contract.

- 7. Award of Contract**
- 7.1 The Client shall award the Contract to the selected Bidder and publish details on the website and promptly notify all Bidders who have submitted proposals.
- 7.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bidder Selection Guidelines relating to fraud and corruption.

DATA SHEET

INSTRUCTIONS TO THE BIDDERS

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: <u>Quaid-e-Azam Solar Power (Pvt) Ltd.</u> <hr style="border: 1px solid black;"/> Method of selection: <u>Quality and Cost Based Selection Method (OCBS)</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> (in a separate envelope, clearly marked) Name of the assignment is: “Provision of Consultancy Services to Quaid-e-Azam Solar Power (Pvt) Ltd. for Independent Compliance Audit and Supervision of O&M Contractor for 100MWp Solar Photovoltaic (PV) Project at Bahawalpur, Punjab, Pakistan”
1.3	The Client will provide at no cost to the Consultants: Office space, transportation, and liaison personnel.
1.4	The Client envisages the need for continuity for downstream work: No <input checked="" type="checkbox"/>
1.5	Proposals must remain valid 180 days after the submission date.
2.1	Clarifications may be requested no later than 1500 hours (Pakistan Standard Time, GMT+5) on 25th November 2015 on procurement@qasolar.com

	Clarifications may be sought by sending an electronic request at the following e-mail address: procurement@qasolar.com . The email must contain in the subject: "Independent Compliance Audit Clarification".
3.1	Proposals shall be submitted in the following language: English Information in any other language shall be accompanied by certified translation in English.
3.2	Firms should submit details of all assignments of similar complexity and scale (in terms of size).
3.3	CVs should contain details on 5 relevant assignments done by the team proposed by the bidding company in the past 10 years.
3.4	Training is a specific component of this assignment: No <input checked="" type="checkbox"/>
3.5	Applicable Reimbursable expenses in local currency:
3.6	Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes <input checked="" type="checkbox"/> The Client will withhold taxes on behalf of the Consultant: Yes <input checked="" type="checkbox"/>
3.7	Consultant to state Financial proposal in the national currency (PKR): Yes <input checked="" type="checkbox"/>
4.1	Consultant must submit the original and 6 copies of the Technical Proposal, and the original of the Financial Proposal.
4.2	Proposal must include the name, email and contact number of bidder's responsible person. The Proposal must be submitted to: Chief Executive Officer, Quaid-e-Azam Solar Power (Pvt.) Ltd., 83-A, E/I Main Boulevard Gulberg III, Lahore, Pakistan

	<p>Proposals must be submitted no later than 1500 hours (PST, GMT+5) on 27th December 2015.</p>																																												
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<p>5.1 (b)</p>	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub- criteria and relevant score:</p> <p>1) Education and qualifications [15] (PhD will be awarded 100% points, masters will be awarded 80% points, bachelors will be awarded 50% points for (a), masters will be awarded 100%, and bachelors will be awarded 70% for (b), (c), and (d). Education level below bachelors will not be awarded any point. Only degrees in relevant fields are acceptable.)</p> <p>2) Relevant background [70] (Relevant background includes working on similar assignments of O&M supervision related work. Less than 1 year will not be awarded any point, for 1 year 10% points will be awarded and for each extra year 10% points will be awarded to a maximum of 100%)</p> <p>3) Time with firm [15] (Less than 1 year will not be awarded any point, for 1 year 20% points will be awarded and for each extra year 20% points will be awarded to a maximum of 100%)</p> <p>(ii) Approach & Methodology: [20]</p> <p>a) Understanding & Innovativeness [10] b) Methodology & Work plan [10]</p> <p style="text-align: right;">Total =(A₃)</p> <p style="text-align: right;">Total score: 100</p> <p style="text-align: center;">Technical Score* = A₁ + A₂ + A₃</p> <p>The minimum technical score (St) required to pass is: 65 points</p> <p>The formula for determining the financial scores is the following:</p> <p>Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are: T = <u>0.70</u>, and F = <u>0.30</u></p>
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SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

This section contains forms of the Data Sheet for format of Technical Proposal to be submitted, and the requirements in these forms must be complied with in order to be considered for the technical evaluation.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Bidder's Organization and Experience
 - A Bidder's Organization
 - B Bidder's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Bidder]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.6 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date proposed by the Client.

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: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Bidder's Experience

[Using the format below, provide information on each assignment (minimum 5) for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Assignments older than 10 years will not be considered. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months): -
Name of Client:	Total No. of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the contract (in current PKR or US\$): -
Name of associated Bidders, if any:	No. of professional staff-months provided by associated Bidders:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	

Tick all the areas in which the services were provided:	
(a) O&M Supervision	<input type="checkbox"/>
(b) Weather Station Maintenance	<input type="checkbox"/>
(c) Working on Relevant Standards	<input type="checkbox"/>
(d) Testing of Solar PV Plant Equipment	<input type="checkbox"/>
(e) Development of Testing Protocols	<input type="checkbox"/>
Describe all the activities actually performed by the staff of the company for this assignment:	

Supervision includes but is not limited to O&M supervision of solar PV plants, maintenance of weather and irradiation measurement devices, working on relevant standards of weather and O&M of solar PV plants, testing of solar PV plant related equipment, development of testing protocols for O&M of solar PV etc.

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **CNIC No** (if Pakistani): _____ **or Passport No**: _____
6. **Education** :

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations**: _____

8. **Other Training** [*Indicate significant trainings or professional certification(s) obtained along with their respective duration*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved in last ten (10) years, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11 in descending order of size of the assignment.]

- 1) Name of assignment or project: _____
 Year: _____ Size of the Assignment (MW): _____
 Location: _____
 Client: _____
 Main project features: _____
 Position(s) held: _____
 Activities performed: _____
 Man-hours spent: _____

- 2) Name of assignment or project: _____
 Year: _____ Size of the Assignment (MW): _____
 Location: _____

Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____ Man-hours spent: _____
3) Name of assignment or project: _____ Year: _____ Size of the Assignment (MW): _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____ Man-hours spent: _____
<p><i>[Unroll the project details group and continue numbering (4, 5 ...) as many times as is required]</i></p>

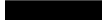

13. Certification:



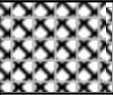
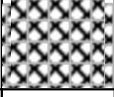
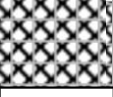
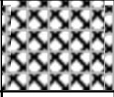
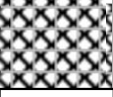
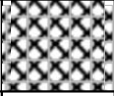

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORMTECH-7: STAFFING SCHEDULE¹

 Full time input
 Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input		
N ^o	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
Foreign																
1																
2																
3																
																
n																

													Subtotal						
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
													Subtotal						

Total

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- 3 Fieldwork means work carried out at a place other than the Bidder's home office.

FORMTECH-8WORK SCHEDULE

		Year:											
N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**SECTION 4: FINANCIAL PROPOSAL -
STANDARD FORMS**

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Bidders for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 2.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal ²	

- 1 Indicate the total costs, net of local taxes, to be paid by the Client in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):²	Description:³

	Costs
<i>Cost component</i>	Pak Rupees
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Bidder shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the local currency.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Name ²	Position ³	Staff-month Rate ⁴
Local Staff		
		[Home] [Field]
Foreign Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work
- 5 In case of additional services, such rate shall be considered subject to the agreement between the parties.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Description¹	Unit	Unit Cost²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Sub-agreements		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other applicable items
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.
- 5 In case of additional services, such rate shall be considered subject to the agreement between the parties

Sample Form

Auditing Firm:

Assignment:

Date:

Bidder’s Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Bidders have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Auditing Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Bidder’s Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

- In case of additional services, such rate shall be considered subject to the agreement between the parties

SECTION 5: TERMS OF REFERENCE

SECTION 5: TERMS OF REFERENCE

1. Project Brief

Title of the Consultancy Services Agreement: “Provision of Services to Quaid-e-Azam Solar Power (Pvt) Ltd. for Independent Compliance Audit and Supervision of O&M Contractor for 100 MWp Solar Photovoltaic (PV) Project at Bahawalpur, Punjab, Pakistan”.

Client/Employer: Quaid-e-Azam Solar Power (Pvt.) Ltd.

Location: Lal Sohanra, Bahawalpur, Pakistan

Quaid-e-Azam Solar Power (Pvt.) Ltd., has successfully completed the 100 MW Solar Power Plant in Quaid-e-Azam Solar Park TBEA Xinjiang SunOasis Co. Ltd. The construction phase of the contract stands completed with declaration of COD on 14th of July, 2015 and the O&M period starts thenceforward.

2. Objective of the Consultancy

The objective of this consultancy is to evaluate the performance of the O&M contractor through independent third party auditor. Now, establishing final DC power at acceptance for PR calculation purposes as well as PR ratio is to be carried out by an Independent Auditing Body. The Independent Body is defined in the Contract between QA Solar & TBEA as per sub-clause 21.2 of Particular Conditions of the Contract.

21.2 Independent Compliance Audit

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

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

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

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

3. Scope, Duties, & Responsibilities of the Consultant & its Presence

The Auditing Body/Independent Party/3rd Party shall supervise/monitor certain tests and calibrations, as per the Contract between QA Solar and TBEA.

The Independent Auditing Body shall perform tasks as per the letter and spirit of the EPC & O&M Contract. These tasks include but not limited to the following tasks:

- To establish the final DC power at acceptance for PR calculation purposes as per Clause 1.14.5/ii

Real power: The MWp-DC-STC is the flash-tested DC power capacity of the installed modules at Standard Testing Conditions. A sample size of IEC 60410 inspection level III of the modules (level II for crystalline modules) shall be flash tested for STC-power after arrival at site. The STC-power shall be measured on a class AAA simulator (IEC 60904) which is calibrated with a primary calibrated reference cell (reference cell for example calibrated by NREL/USA or AIST/Japan or comparable institution providing first level calibration, uncertainty of I_{sc} max. 1%) by an independent laboratory.

From the results the percentage of deviation the STC flash tests of the Manufacturer for the tested lot shall be calculated to establish the initial correction factor for STC-power.

From the tested lot a 2nd sample size of IEC 60410 inspection level II of the modules (level I for crystalline modules) shall be exposed at site to natural sun light for at least 250 kWh/m² (crystalline modules 25 kWh) to achieve the light induced degradation. After the exposure the STC-power shall be measured with the same test procedure. From the results the percentage of deviation of STC flash tests at arrival shall be calculated and added to the initial correction factor. The result shall be the final correction factor at acceptance. The final correction factor shall be applied to all STC flash tests of the manufacturer. The so established final DC power at acceptance shall become the relevant DC power of the system and for the PR calculation. If the final DC power at acceptance is below the nameplate power of all modules, the Employer may demand that the price of the complete system shall be reduced by the same percentage of the shortfall times 1.2 for liquidated damages or the contractor will have to install more power at its own costs or combination of both. If the final DC power at acceptance is higher than the nameplate power the price of the complete system will not be changed.

- To act as Auditing Body during initial PR testing as per Clause 1.4.4

The initial PR will be first measured after the time of commissioning of the completed PV System during the acceptance phase of 30 days. The successful Bidder shall conduct the initial PR test for the daylight hours of at least 30 consecutive days, recording data at a frequency of fifteen minute intervals or less, to validate the guaranteed PR value for acceptance. Any excused downtime (e.g., from Grid Operator ordered shutdowns, grid failure, theft, force majeure) will be excluded from that calculation by an independent Bidder (Auditing Body). That day will be taken out and another day added, if the initial PR falls short of the guaranteed PR value, the successful Bidder shall be obliged to identify and rectify the causes for the performance shortfall at their own cost. If the PR within further 30 days does not reach the guaranteed PR, the Employer can demand that the price of the system will be reduced by the percentage of shortfall times 1.2 for liquidated damages or the contractor will have to install more power at its own cost or combination of both.

- Calibration of weather station as per Clause 1.10

Meteorological Sensors

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

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

0.3 Ambient air and the module temperature shall be measured at every 5 installed MWp in conformity with IEC 60751 AA. Particular care shall be taken about the method of attaching the temperature sensor on the back of the module. The dependence of the System and sub-systems performance on temperature

variations should be characterized by the SCADA.

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

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

Any 3rd party costs on account of this calibration shall be payable by TBEA and QA Solar on equal sharing basis as per actuals. 3rd party invoices duly certified by the Independent Auditing Body will be proof enough for the purpose of reimbursement.

- To determine the annual PR in terms of Clause 1.5.5

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

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

2.9 Onsite Monitoring

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

- The auditing body shall have intermittent presence on the site as per the requirement. As required, one or more representatives may be present on the premises depending upon the type of work that needs to be done/monitored.
- Any other relevant task assigned by the Client to be performed by the Consultant as required under the EPC Contract or under best practices for conducting audit.

4. Core Team of Experts

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

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

- **Lead Project Manager/ Team Lead**
 - Experienced in operations and maintenance of large-scale infrastructure development relating to power generation projects.
 - Background in operations, maintenance, monitoring, and evaluation of renewable energy/ solar power projects.
 - Experienced in appraisal, monitoring and evaluation of O&M contracts.
 - More than 10 years of experience in relevant field
 - Preferably Master’s degree
- **Photovoltaic (PV) Engineer**
 - Advanced degree in solar systems related studies.
 - Expertise in selection and valuation of optimal solar systems for large solar projects
 - At least 5 years of international experience in successful operations and

maintenance of solar energy projects.

- **Electrical Engineer**

- Experienced in preparation of plans for O&M of various forms of Renewable Energy (RE) projects.
- Experience in parameters of photovoltaic systems and components and their grid integration.
- Having expertise in optimizing operations and maintenance during O&M of the project.
- At least a Bachelors/Undergraduate degree in relevant field

- **Document Controller**

- Expertise in managing, safeguarding, and organizing large scale designs and drawings of PV power plants
- Experience of keeping a track of all the documents shared with the Client and its Contractor
- At least a Bachelors/Undergraduate degree in relevant field

5. Time Duration

The time duration for this assignment shall be one year (365 days) after the contract comes into force.

6. Deliverables with Timelines

The consultant shall submit monthly, quarterly, bi-annual, and annual reports for audit, highlighting key aspects of audit in monthly reports and delivering a comprehensive report for quarterly, and bi-annual reports. The annual report shall detail all aspects and roles of audit carried out by the consultant.

**SECTION 6:
STANDARD FORM OF AGREEMENT**

**INDEPENDENT COMPLIANCE AUDITING BODY
CONTRACT**

Between

QUAID-E-AZAM SOLAR POWER (PVT.) LTD.

And

(NAME OF THE BIDDERS)

For

**“PROVISION OF SERVICES TO QUAID-E-AZAM SOLAR POWER (PVT)
LIMITED FOR INDEPENDENT COMPLIANCE AUDIT AND SUPERVISION OF
O&M CONTRACTOR FOR 100 MW_p SOLAR PHOTOVOLTAIC (PV) PROJECT
AT BAHAWALPUR, PUNJAB, PAKISTAN”**

Dated: _____ December 2015

INDEPENDENT COMPLIANCE AUDITING BODY CONTRACT

This Agreement (the “**Agreement**”) is made and entered into the ___ day of ___, 2015 by and

BETWEEN:

1. M/s Quaid e Azam Solar Power (Private) Limited, a private limited company incorporated under the Companies Ordinance, 1984, with its registered office address at Third Floor, 83-A/E-1, Main Boulevard, Gulberg-III, Lahore (“**Party 1**” which expression includes the respective legal heirs, executors, administrators and assigns);
2. M/S TBEA Xinjiang Sunoasis Co., Ltd, a company incorporated under the laws of the Peoples Republic of China having its registered office No. 399 South Changchun Road, Hi-tech Zone, Urumqi, Xinjiang, China (“**Party 2**” which expression includes the respective legal heirs, executors, administrators and assigns); and
3. M/S _____, a company incorporated under the laws of _____ having its registered office _____ (“**Party 3**” which expression includes the respective legal heirs, executors, administrators and assigns);

Party 1, Party 2 and Party 3 are hereinafter jointly referred to as the “**Parties**” and singularly as “**Party**”.

- (1) **WHEREAS** Party 1 constructed Pakistan’s first ever grid connected 100 MW Solar Power Plant near Bahawalpur (the “**Project Site**”) and for such construction Party 1 procured the services of Party 2 through an international competitive bidding process;
- (2) **AND WHEREAS** Party 1 and Party 2 entered into an Agreement for Engineering, Procurement, Construction and Operation and Maintenance on June 02, 2014 (the “**Contract**”);
- (3) **AND WHEREAS** in accordance with the provisions of the Contract, Party 1 and Party 2 have to jointly appoint an Independent Compliance Auditing Body to carry out an independent and impartial audit during the Operations and Maintenance Phase of the Project;
- (4) **AND WHEREAS** Party 1, being a Public Sector Company, carried out an international competitive bidding process to select an experienced, competent and internationally recognized Auditing Body with the capability to carry out responsibilities of an independent and impartial audit during the Operations and Maintenance Phase of the Project; and on conclusion of the bidding process, Party 3, being the lowest bidder, was declared as the successful bidder;

-
- (5) **AND WHEREAS** Party 2 has provided its consent to the appointment of Party 3 as the Independent Compliance Auditing Body through Letter No. _____ dated _____.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

1. **Documents Forming Integral Part of the Agreement**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (i) **Schedule A** – Agreement for Engineering, Procurement, Construction and Operations & Maintenance.
- (ii) **Schedule B** – TORs for the Appointment of the Independent Compliance Auditing Body.

2. **Services**

Party 3's primary responsibility shall be to conduct independent and impartial audit during the Operations and Maintenance Phase of the Project. Apart from the independent and impartial audit during the Operations and Maintenance Phase of the Project, Party 3 shall:

- (i) Monitor the performance of Party 1 and Party 2 during the Operations and Maintenance Phase of the Project; and
- (ii) Ensure that Party 1 and Party 2 comply with the Employer's Requirements as well as the terms and conditions contained in the Contract.
- (iii) Implement and carry out all such activities as may be mutually agreed between the Parties.

3. **Term of Agreement**

The term of this Agreement shall be Twelve (12) months effective from the date first set forth above.

4. **Payments and Expenses**

- (i) The remuneration of Party 3 shall be mutually shared by Party 1 and Party 2.
- (ii) As consideration for the services provided hereunder by Party 3 shall be _____ divided into 12 equal payments and shall be payable 50:50 by Party 1 and Party 2 for each month.

5. **Representations and Warranties**

Party 3 represents and warrants that all services performed under the Agreement will be of professional quality and conforming to generally accepted industry practices. Services performed by Party 3 which are determined by Party 1 and Party 2 to be of less than professional quality shall be corrected by Party 3 at Party 3's cost and expense. In the event Party 3 fails to do so, penalty, as deemed appropriate by Party 1 and Party 2 shall be imposed on Party 3 by the Party 1 and Party 2.

6. **Modification**

Modification of the terms and conditions of this Agreement, including any modification of the scope of Services or of the Payments, may only be made in writing, which shall be signed by all the Parties.

7. **Extension of Time for Completion**

If the scope or duration of Services is increased:

- (a) Party 3 inform Party 1 and Party 2 of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) Party 1 and Party 2 shall extend the time for Completion of the Services accordingly.

8. **Additional Services**

Additional Services means:

- (a) Services as approved by Party 1 and Party 2 outside the Scope of Services;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 7 beyond the original schedule time for completion of Services;
- (c) Any re-doing of any part of the services as a result of Party 1 and Party 2's instructions.

If, in the opinion of Party 1 and Party 2, it is necessary to perform Additional Services during the currency of the Agreement, such Additional Services shall be performed with the prior concurrence of all the Parties. Party 3 shall inform Party 1 and Party 2 of the additional time (if any), and the additional remuneration and reimbursable direct cost expenditure for such Additional Services. If there is no disagreement by Party 1 and Party 2 within two weeks of intimation, such additional time, remuneration and reimbursable direct cost expenditure shall be deemed to become part of the Agreement. Such remuneration and reimbursable direct cost expenditure shall be determined on the basis of rates provided Party 3 in its bid **Relationship of Parties**

The Parties shall not act or represent or hold themselves out as having authority to act as an agent or partner of either Party or in any way bind or commit either Party to any obligations, without

the prior written consent of such Party.

9. **Waiver**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of the Agreement. The rights and remedies granted to both Parties herein are cumulative and the election of one shall not constitute a waiver of such Party's rights to assert all other legal remedies available under the circumstances.

10. **Termination**

This Agreement may be terminated:

- (i) by either Party upon breach by the other Party of any of the material provisions of this Agreement, which breach remains uncured for twenty (20) days from the date of receipt of written notice from the non-breaching Party to the other Party specifying such breach; or
- (ii) immediately upon written notice by Party 1 and Party 2 if Party 3 engages in unauthorized activities including, but not limited to, breach of any of the provisions of this Agreement relating to confidentiality or activities which jeopardize the image of Party 1 and/or Party 2 and Party 3 does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of the Company are at risk).

11. **Indemnification**

- (i) Party 1 and Party 2 agree to indemnify and hold Party 3 harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the Contractor may incur by reason of any third-party claim or suit arising out of or in connection with Party 1 and/or Party 2's negligence, gross negligence, intentional misconduct or failure to perform pursuant to this Agreement.
- (ii) Party 3 agrees to indemnify and hold Party 1 and/or Party 2 harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Party 1 and/or Party 2 may incur by reason of any third-party claim or suit arising out of or in connection with Party 3's failure to perform pursuant to this Agreement, as well as the negligence, gross negligence, or intentional misconduct of the Contractor, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors
- (iii) For the avoidance of doubt, it is clarified that this clause 10 of the Agreement shall survive the termination and/or expiration of the Agreement.

12. **No Assignment**

No Party shall assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the Parties.

13. **Authority**

Each Party hereto represents and warrants to the other that it has the authority to enter into this Agreement and that it is not a party to any other Agreement which prohibits it from entering into this Agreement or which renders any provision of this Agreement ineffective or unenforceable.

14. **Governing Law and Forum**

This Agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under the laws of Pakistan.

15. **Notice**

Any notice by either Party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either Party shall have designated a different address by written notice to the other.

16. **Confidential Information**

Party 3 acknowledges that it and its employees, agents or representatives may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to Party 1 and/or Party 2. Any and all such information obtained by Party 3 or its employees, agents and representatives in the performance of this Agreement which relates to Party 1 and/or Party 2 shall be deemed to be part of Party 1 and/or Party 2's confidential and proprietary information for the purposes of this Agreement (the "**Confidential Information**"). Party 3 shall cause each of its employees, agents and representatives to hold all Confidential Information disclosed to it by reason of this Agreement confidential and shall not disclose any such information to any other party. Party 3 agrees not to use Confidential Information for any purposes whatsoever other than for the provisions of services to Party 1 and/or Party 2. Upon the expiration or termination of this Agreement, Party 3 shall immediately return any and all Confidential Information, and any and all copies thereof, to Party 1 and/or Party 2. The Parties agree that in the event of a breach of this provision damages may not be an adequate remedy, and the Employer shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond. For the avoidance of doubt, it is clarified that this clause 14 of the Agreement shall survive the termination and/or expiration of this Agreement.

17. **Mutual Cooperation**

- (i) The Parties agree to mutually co-operate with each other; and

- (ii) To the extent that Party 1 and Party 2 engage any other entity in activities on its behalf compatible with Party 3's responsibilities, Party 3 agrees to cooperate with any such entities with respect to such activities.

18. **Entire Agreement**

This Agreement supersedes any prior understandings or oral agreements between the Parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

For and on behalf of Party 1

For and on behalf of Party 2

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

For and on behalf of Party 3

By: _____

Title: _____

Date: _____

Witness

Witness

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____
