REQUEST FOR PROPOSALS (RFP)
RFP/2019/014

Development of Tailored Power Purchase Agreement (PPA) Model and PPA Training Modules for Small Island Developing States (SIDS)

International Renewable Energy Agency
Abu Dhabi, UAE

The International Renewable Energy Agency (IRENA) does not charge a fee at any stage of the procurement process (e.g. vendor registration, bid submission or any other stage). In the event that you have any reason to suspect that any activity purporting to be made on behalf of IRENA may be fraudulent, please contact procurement@irena.org.

4 September 2019
Section 1: Letter of Invitation

Abu Dhabi, United Arab Emirates
4 September 2019

Dear Madam or Sir,

The International Renewable Energy Agency (IRENA) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the following consultancy service for – “Development of Tailored Power Purchase Agreement (PPA) Model and PPA Training Modules for Small Island Developing States (SIDS)”.

1. This RFP includes the following documents:
   - Section 1 – This Letter of Invitation
   - Section 2 – Instructions to Proposers, including the Data Sheet
   - Section 3 – Terms of Reference, including technical evaluation criteria
   - Section 4 – Proposal Submission Form
   - Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
   - Section 6 – Technical Proposal Form
   - Section 7 – Financial Proposal Form
   - Section 8 – General Terms and Conditions for Professional Services
   - Section 9 – Form for Performance Security
   - Section 10 – Form of Bank Guarantee for Advance Payment
   - Section 11 – Form of Contract

2. Your offer comprising a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with the Data Sheet.

3. You are kindly requested to submit an acknowledgment letter to IRENA via the following email address: procurement@irena.org, or to the following postal address:

   Procurement Office
   International Renewable Energy Agency
   IRENA Headquarters, Masdar City, P.O. Box 236
   Abu Dhabi, United Arab Emirates

4. The letter should be received by IRENA no later than 9 September 2019; 16:00 H Gulf Standard Time (GST). The same letter should advise whether your company intends to submit a Proposal. If your company decides not to submit a proposal, we would appreciate it if you would kindly indicate the reason for our records.

5. Should you need further clarification, kindly communicate with the contact person indicated in the attached Data Sheet as the focal point for queries relating to this RFP.

We look forward to receiving your Proposal and thank you in advance for your interest in IRENA procurement opportunities.

Yours sincerely,

Bruce Neese
Director
Administration and Management Services
Section 2: Instruction to Proposers

Definitions of Terms

a) “Contract” refers to the agreement that will be signed by and between the IRENA and the successful Proposer and all the attached documents thereto, including the General Terms and Conditions for Professional Services (GTC) and the Appendices.

b) “Country” refers to the country in which the Services are to be performed as indicated in the Data Sheet.

c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.

d) “Day” refers to calendar day.

e) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.

f) “LOI” (Section 1 of the RFP) refers to the Letter of Invitation being sent by IRENA to the Proposers.

g) “Material Deviation” refers to any content or characteristic of the Proposal that is significantly different from an important aspect or requirement of the RFP, substantially alters the scope and quality of the requirements, limits the rights of IRENA and/or the obligations of the Proposer, or compromises the competitive position of other Proposers or otherwise adversely impacts the fairness and principles of the procurement process.

h) “Proposal” refers to the Proposer’s response to the RFP, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.

i) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of Services requested by IRENA through this RFP.

j) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by IRENA for the purposes of selecting the best service provider to perform the Services described in the Terms of Reference.

k) “Services” refers to the entire scope of tasks and deliverables requested by IRENA under the RFP.

l) “Supplemental Information to the RFP” refers to a written communication issued by IRENA to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made to the RFP, before the deadline for the submission of Proposals.

m) “Terms of Reference” or “TOR” refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, responsibilities of the Proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful Proposer.
A. GENERAL

1. IRENA hereby solicits Proposals in response to this RFP. Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP may be made or assumed unless approved in writing by IRENA in the form of Supplemental Information to the RFP. However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.

2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated in this RFP shall be met and that, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and shall not constitute or imply the acceptance of any Proposal by IRENA. This RFP does not commit IRENA to award a contract. The Proposal submitted by the successful Proposer will be the basis for negotiations which may lead to conclusion of a Contract with the successful Proposer.

4. IRENA implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, and unethical practices. IRENA is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against IRENA as well as third parties involved in IRENA’s activities.

5. Proposers shall not be in any position of conflict of interest arising from their current or future work with respect to IRENA. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers shall be considered to have a conflict of interest if they:

5.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged with IRENA to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the Services;

5.2 were involved in the preparation and/or design of the programme/project related to the Services;

5.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to IRENA personnel involved in procurement functions; or

5.4 are found to be in conflict for any other reason, as may be established by and at the discretion of IRENA.

6. Proposers shall disclose in their Proposal their knowledge of any other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. More than one Proposal from any company, either in its own name or as part of a joint venture, consortium or partnership, shall not be considered. If any Proposer submits or participates in more than one Proposal in response to this RFP, all such Proposals shall be disqualified and rejected. If IRENA has reasons to believe that collusion exists between Proposers, all such Proposers shall be disqualified.
B. CONTENTS OF PROPOSAL

8. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies indicated in the Data Sheet (DS no. 18) the following documents:

8.1 Proposal Submission Form (see Section 4 of this RFP);

8.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see Section 5 and the Data Sheet (DS no. 23) of this RFP);

8.3 Technical Proposal Form (see Section 6 of this RFP);

8.4 Financial Proposal Form (see Section 7 of this RFP); and

8.5 Any attachments and/or appendices to the Proposal, including those specified in the Data Sheet (DS no. 24).

9. Clarification of Request for Proposals

Proposers may request a clarification of any of the RFP documents no later than the deadline for the submission of requests for clarification indicated in the Data Sheet (DS no. 16). Any request for clarification must be sent in writing or by electronic means to the IRENA address indicated in the Data Sheet (DS no. 17). IRENA will respond in writing or by 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 Proposers who have provided confirmation of their intention to submit a Proposal.

IRENA shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IRENA to extend the submission date of the Proposals, unless IRENA deems that such an extension is justified and necessary.

10. Amendment of Request for Proposals

At any time prior to the deadline for submission of Proposals, IRENA may for any reason, such as in response to a clarification requested by a Proposer, make changes to the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, IRENA may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such extension.

C. PREPARATION OF PROPOSALS

11. Cost of Proposal

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal is selected or not. IRENA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.
12. **Language of Proposal**

The Proposal, as well as all related correspondence exchanged by the Proposer and IRENA, shall be written in the English language, unless a language other than English has been specified in the **Data Sheet** (DS no. 4). Any printed literature furnished by the Proposer written in a language other than the language specified in the **Data Sheet** (DS no. 4) must be accompanied by a translation into the language specified in the **Data Sheet** (DS no. 4). For the purposes of interpretation of the Proposal and in the event of any discrepancy or inconsistency in meaning, the version translated into the language specified in the **Data Sheet** (DS no. 4) shall prevail.

13. **Proposal Submission Form**

Proposers shall submit their Proposals using the Proposal Submission Form furnished in Section 4 of the RFP.

14. **Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 24), the Proposer shall structure the Technical Proposal in the format provided in Section 6 and in accordance with the following:

14.1 **Expertise of Firm/Organisation** — this section shall provide details regarding the management structure of the Proposer, organisational capability/resources, the experience of the Proposer, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the Services (see Clause 15 of this Section 2 for further details).

14.2 **Proposed Methodology, Approach and Implementation Plan** — this section should demonstrate the Proposer’s response to the Terms of Reference by: identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/ports of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the Contract as specified in the Terms of Reference.

14.3 **Management Structure and Key Personnel** — This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this sub-section 14, the Proposer assures and confirms to IRENA that the personnel being nominated are available to implement the Services within the duration of the Contract indicated in the Terms of Reference. If, at any time prior to award of the Contract, any of the key personnel listed in the Technical Proposal become unavailable, except for unavoidable reasons such as death, medical incapacity or delay in the implementation of the Services through no fault of the Proposer, IRENA reserves the right to consider the Proposal non-responsive. Any substitution of personnel arising from unavoidable reasons shall be made only with IRENA’s approval of the justification for the substitution and with IRENA’s approval of the replacement, who shall be of either equal or superior credentials to the one being replaced and which shall not involve any additional cost to IRENA.
The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant.

15. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form provided in Section 7. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

16. Currencies of Proposals

All prices from Proposers shall be quoted in the preferred currency indicated in the Data Sheet (DS no. 15).

16.1 Should the Proposer submit a Financial Proposal in a currency that is different from the preferred currency specified in the Data Sheet (DS no. 15), IRENA will convert the currency quoted in the Proposal to the preferred currency in accordance with the prevailing United Nations operational rate of exchange on the deadline for submission of Proposals; and

16.2 In the event that the Proposal that is found to be the most responsive to the RFP requirements is quoted in a currency different from the preferred currency indicated in the Data Sheet (DS no. 15), IRENA reserves the right to award the Contract in the preferred currency specified in the Data Sheet (DS no. 15) using the conversion method specified in sub-section 16.1 above.

17. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish evidence of its status as an eligible and qualified vendor, using the forms provided in Section 5 of this RFP, with such eligibility and qualifications to be documented to IRENA’s satisfaction. This evidence shall include, and must demonstrate, the following:

17.1 That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination; and

17.2 That the Proposer has the financial, technical, and production capability necessary to perform the Contract.

18. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium, or association at the time of the submission of the Proposal, all of the members of the joint venture/consortium/association shall submit, along with the Proposal, a duly notarised agreement confirming that they have designated one member to act as the lead entity duly vested with the authority to bind the members of the joint venture/consortium/association jointly and severally, and that if their Proposal is selected, the Contract shall be negotiated and entered into between IRENA and the designated lead entity who shall be acting for and on behalf of all the members of the joint venture/consortium/association.
18.1 After the Proposal has been submitted to IRENA, neither the lead entity nor the composition or construction of the joint venture/consortium/association shall be altered without the prior consent of IRENA.

18.2 The organisation of the joint venture/consortium/association must clearly define the role of each of its component/member entities in the course of performing the Services.

18.3 Where a joint venture/consortium/association is presenting its track record and experience in a similar undertaking as those required in the TOR, it should present such information in the following manner:

- Those that were undertaken together by the joint venture/consortium/association; and
- Those that were undertaken by the individual members of the joint venture/consortium/association expected to be involved in the performance of the Services.

18.4 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with the joint venture/consortium/association or any of its members cannot be claimed as the experience of the joint venture/consortium/association or those of any of its members, but should only be claimed by the individual experts themselves in their presentation of their credentials.

19. Alternative Proposals

Unless otherwise specified in the Data Sheet (DS no. 6), alternative proposals shall not be considered. Where alternative proposals are allowed in the Data Sheet (DS no. 6), IRENA reserves the right to award a Contract based on an alternative proposal when the conditions for its acceptance are met.

20. Period of Validity

Proposals shall remain valid for the period specified in the Data Sheet (DS no. 8), commencing on the deadline for submission also indicated in the Data Sheet (DS no. 20). A Proposal valid for a shorter period shall be immediately disqualified and rejected by IRENA.

In exceptional circumstances, prior to the expiration of the proposal validity period, IRENA may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

D. SUBMISSION AND OPENING OF PROPOSALS

21. Submission and Opening of Proposals

21.1 The Technical Proposal and the Financial Proposal envelopes must be completely separate and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST also bear the name of the Proposer. The outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to IRENA as specified in the Data Sheet (DS no. 19); and
- bear a warning that states: "DO NOT OPEN BEFORE [insert the time and date for Proposal opening specified in the Data Sheet (DS no. 21)]."

The Proposer shall assume the responsibility for the misplacement or premature opening of
Proposals due to improper sealing and labelling.

21.2 Proposers must always submit their Proposals by mail/courier or by hand delivery.

21.3 Proposers shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The two envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the Data Sheet (DS no. 18). In the event of any discrepancy between the original and a copy of the Proposal, the original shall prevail. The original of the Proposal shall be signed or initialled on every page by the Proposer or a person duly authorised to commit the Proposer and all copies shall be made from the signed original.

21.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Terms and Conditions for Professional Services in full as attached hereto as Section 8.

22. Deadline for Submission of Proposals and Late Proposals

22.1 Proposals must be received by IRENA at the address and no later than the date and time specified in the Data Sheet (DS nos. 19 and 20).

22.2 IRENA shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal or modification of a Proposal that is received by IRENA after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

23. Withdrawal, Substitution, and Modification of Proposals

23.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of their Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by IRENA or a lack of clarity in the description of services to be provided may result in the rejection of the Proposal. IRENA shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in understanding the RFP.

23.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 21.1 of this Section 2, duly signed by an authorised representative, and shall include a copy of the authorisation (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the written notice. All notices must be received by IRENA prior to the deadline for submission of Proposals and submitted in accordance with Clause 21.1 of Section 2 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

23.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

23.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.
24. Proposal Opening

24.1 IRENA will open the Proposals in the presence of an ad-hoc committee of at least two (2) members formed by IRENA.

24.2 The Proposers’ names, withdrawals, substitutions and modifications, the condition of the labels/seals of the envelope, the presence or absence of required documents, and such other details as IRENA may consider appropriate will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

25. Confidentiality

25.1 Information relating to the examination, evaluation, and comparison of Proposals and recommendation of contract award shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

25.2 Any effort by a Proposer to influence IRENA in the examination, evaluation and comparison of the Proposals or contract award decisions may, at IRENA’s decision, result in the rejection of its Proposal.

25.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with IRENA for a debriefing. Such debriefing shall be limited to discussing the strengths and weaknesses of the Proposal of said Proposer in order to assist the Proposer in improving future proposals to IRENA. The content of other Proposals, their evaluation and how they compare to the Proposer’s Proposals shall not be discussed.

26. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, IRENA may, at its discretion, ask any Proposer for a clarification of its Proposal.

IRENA’s request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by IRENA in the evaluation of the Proposals, in accordance with Clause 30 of this Section 2.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by IRENA, shall not be considered during the review and evaluation of the Proposals.

E. EVALUATION AND COMPARISON OF PROPOSALS

27. Preliminary Examination of Proposals

27.1 IRENA shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. IRENA reserves the right to reject any Proposal after preliminary examination of the Proposal, if IRENA finds a reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest or fraud, among others.

27.2 IRENA shall reject the Proposal of any Proposer found to appear in a United Nations Security Council sanctions list or such ineligibility lists as may be established or recognised by IRENA in
accordance with its applicable rules, policies and procedures.

28. **Evaluation of Proposals**

28.1 IRENA shall examine the Proposal to confirm that the IRENA General Terms and Conditions for Professional Services and any Special Conditions of the RFP have been accepted by the Proposer without any deviation or reservation.

28.2 In the first stage, the evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other requirements in the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 26). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Terms of Reference. No changes shall be made by IRENA to the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 26) after all Proposals have been received.

28.3 In the second stage, only the Financial Proposal of those Proposers that achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that did not meet the minimum passing technical score shall be returned to the relevant Proposers unopened. The overall evaluation score will be based either on a combination of the technical and financial scores, or on the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS no. 22).

28.4 IRENA reserves the right to undertake a post-qualification exercise aimed at determining to its satisfaction the accuracy, authenticity and validity of information provided by the Proposer through verification and reference checking, among other means that it deems appropriate, at any stage within the selection process.

28.5 When the **Data Sheet** (DS no. 22) specifies that the evaluation method to be used shall be the combined scoring method, the formula for evaluating the Proposals shall be as follows:

\[
p = y \times \frac{x}{z}
\]

where:

- \( p \) = weighted percentage points for the Financial Proposal being evaluated
- \( y \) = maximum weighted percentage number of points for the Financial Proposal, as indicated in the **Data Sheet** (DS no. 22)
- \( x \) = price of the lowest priced Proposal
- \( z \) = price of the Proposal being evaluated based on a combination of the technical and financial scores

29. **Responsiveness of Proposal**

29.1 IRENA’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself.

29.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.
29.3 If a Proposal is not substantially responsive, it shall be rejected by IRENA and may not
subsequently be made responsive by the Proposer by correction of the material deviation,
reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Proposal is substantially responsive, IRENA may waive any non-conformities or
omissions in the Proposal that do not constitute a material deviation.

30.2 Provided that a Proposal is substantially responsive, IRENA may request the Proposer to submit
the necessary information or documentation, within a reasonable period of time, to rectify
nonmaterial nonconformities or omissions in the Proposal related to documentation
requirements. Failure of the Proposer to comply with the request may result in the rejection of
its Proposal.

30.3 Provided that the Proposal is substantially responsive, IRENA shall correct arithmetical errors
on the following basis:

30.3.1 If there is a discrepancy between the unit price and the line item total that is obtained
by multiplying the unit price by the quantity, the unit price shall prevail and the line
item total shall be corrected, unless in the opinion of IRENA there is an obvious
mispacement of the decimal point in the unit price, in which case the line item total as
quoted shall govern and the unit price shall be corrected;

30.3.2 If there is an error in a total corresponding to the addition or subtraction of subtotals,
the subtotals shall prevail and the total shall be corrected; and

30.3.3 If there is a discrepancy between words and figures, the amount in words shall prevail,
unless the amount expressed in words is related to an arithmetic error, in which case
the amount in figures shall prevail subject to the above.

30.4 If the Proposer does not accept the correction of errors made by IRENA, its Proposal shall be
rejected.

F. AWARD OF CONTRACT

31. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

IRENA reserves the right to accept or reject any Proposal, to render any or all Proposals as non-
responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of
Contract, without thereby incurring any liability to the affected Proposer(s), or any obligation to inform
the affected Proposer(s) of the grounds for IRENA’s action. Furthermore, IRENA shall not be obliged
to award the Contract to the Proposer that submitted the lowest priced Proposal.

32. Award Criteria

Prior to the expiration of Proposal validity, IRENA shall award the Contract to the qualified Proposer
with the highest score based on the evaluation method indicated in the Data Sheet (DS no. 22).

33. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract negotiated between IRENA and the
successful Proposer, the successful Proposer shall sign and date the Contract and return it to IRENA.
34. **Performance Security**

34.1 A performance security, if required, shall be provided in the amount and form and by the deadline indicated in the Data Sheet (DS nos. 9 and 10), as applicable.

34.2 Failure of the successful Proposer to comply with the requirement of RFP Clause 33 or RFP Clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security if any, on which event IRENA may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

35. **Right to Vary Requirements at the Time of Award**

At the time of award of Contract, IRENA reserves the right to vary the quantity of services and/or goods, by up to a maximum ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

36. **Bank Guarantee for Advance Payment**

Except when the interests of IRENA so require, it is IRENA’s policy to make no advance payment(s) on contracts. In the event that the Proposer requires an advance payment and if such request is duly accepted by IRENA, and the said advance payment exceeds 20% of the total proposal price or the amount of $30,000, IRENA shall require the Proposer to submit a bank guarantee in the same amount as the advance payment and in the form provided in Section 10.

37. **Proposer’s Conference**

When appropriate, a pre-proposal conference will be conducted at the date, time and location specified in the Data Sheet (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposers’ conference will be either posted on the IRENA website or disseminated to the individual firms that have registered or expressed interest in the RFP, whether or not they attended the conference. No statement made during the conference shall modify the terms and conditions of the RFP unless such statement is issued as an amendment in the form of a Supplemental Information to the RFP.

38. **Vendor Protest**

The IRENA vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to Proposers whose Proposals were rejected. In the event that you believe you have not received fair treatment, the following email provides further details regarding IRENA vendor protest procedures: awardreview@irena.org.

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Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instruction to Proposers and the Data Sheet, the provisions in the Data Sheet shall prevail.

<table>
<thead>
<tr>
<th>DS no.</th>
<th>Data</th>
<th>Specific Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Reference number:</td>
<td>RFP-2019-014</td>
</tr>
<tr>
<td>2.</td>
<td>Title of Services/Work:</td>
<td>Development of Tailored Power Purchase Agreement (PPA) Model and PPA Training Modules for Small Island Developing States (SIDS)</td>
</tr>
<tr>
<td>3.</td>
<td>Country:</td>
<td>see TOR</td>
</tr>
<tr>
<td>4.</td>
<td>Language of the Proposal:</td>
<td>English only</td>
</tr>
<tr>
<td>5.</td>
<td>Conditions for submitting Proposals for parts or sub-parts of the TOR</td>
<td>☐ Allowed [if yes, describe how and ensure that requirements properly define the sub-parts.]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☒ Not allowed</td>
</tr>
<tr>
<td>6.</td>
<td>Conditions for submitting alternative Proposals</td>
<td>☒ Shall not be considered</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Shall be considered</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Proposer may submit an alternative Proposal, but only if it also submits a Proposal that meets the base case. IRENA shall only consider the alternative Proposals offered by the Proposer whose Proposal for the base case was determined to be the Proposal with the highest evaluated score.</td>
</tr>
<tr>
<td>7.</td>
<td>A pre-proposal conference will be held:</td>
<td>☒ No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Venue: [insert]</td>
</tr>
<tr>
<td>8.</td>
<td>Period of Proposal validity commencing on the deadline of submission of Proposals</td>
<td>☒ 90 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ 120 days</td>
</tr>
<tr>
<td>9.</td>
<td>Performance security</td>
<td>☐ Required</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☒ Not required</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| 10. | Acceptable forms of performance security | ☒ Bank guarantee (See Section 9 for template)  
☒ Managers cheque/cahiers cheque/certified cheque  
☐ Others [please specify]  
☒ Not applicable |
| 11. | Validity of performance security | [N/A] days from the last day of Proposal submission |
| 12. | Proposal prices shall be subjected to taxation | ☐ Yes, please submit Proposal prices inclusive of all applicable taxes  
☒ No, please submit Proposal prices exclusive of all taxes |
| 13. | Advanced payment upon signing of contract | ☐ Allowed up to a maximum of ____% of the contract price  
☒ Not allowed |
| 14. | Liquidated damages | ☒ Will not be imposed |
| 15. | Preferred currency of Proposal and method for currency conversion | USD |
| 16. | Deadline for submitting requests for clarifications/questions | Four (4) working days before the submission date. |
| 17. | Contact Details for submitting clarifications/questions | Focal Person in IRENA:  
Arjuna Kadircgar, Procurement Officer  
Address: IRENA HQ, Masdar City, PO Box236  
Abu Dhabi, UAE.  
E-mail address dedicated for this purpose:  
Procurement@IRENA.Org or AKadircgar@IRENA.Org |
| 18. | No. of copies of Proposal that must be submitted | (a) Original: one hard copy  
(b) Electronic Copies: - PDF document provided on a CD – ROM or USB drive.  
Technical and Financial proposal to be submitted in separate, sealed envelopes. Each envelope to be clearly labelled with its contents as “Technical Proposal” or “Financial Proposal”. Both proposals placed in a larger envelope. |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **19.** | Proposal submission address | Procurement Office  
International Renewable Energy Agency  
IRENA Headquarters  
Masdar City  
PO Box 236  
Abu Dhabi, United Arab Emirates  
**Or - to:** bids@irena.org  
if submitted electronically to the above address, the technical and financial offers must be submitted in two (2) separate electronic files. One marked as Technical Offer and the other marked as Financial Offer. |
| **20.** | Deadline of submission of Proposals | **Date:** 22 September 2019  
**Time:** 14.00H GST |
| **21.** | Date, time and venue for opening of Proposals | **Date:** 22 September 2019  
**Time:** 16.00H GST  
**Venue:** IRENA HQ, Abu Dhabi, UAE |
| **22.** | Evaluation method to be used in selecting the most responsive Proposal | ☒ Combined scoring method, using the 70%-30% distribution for Technical and Financial Proposals, respectively. |
| **23.** | Required documents that must be submitted to establish qualification of Proposers (In “Certified True Copy” form only) | ☒ Company profile, which should not exceed forty (40) pages, including CVs of all personnel that shall be performing the Services, projects implemented, and details relevant to the Services being procured.  
☒ Valid certificate of registration of the business, including Articles of Incorporation or equivalent document if Proposer is not a corporation.  
☒ Quality certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any. |
| **24.** | Other information related to the RFP | [All other instructions and information not yet mentioned so far in this Data Sheet but that are relevant to the RFP must be cited here, and any further entries that may be added below this table row. If there is no other information to be included here, please write “Not applicable.”] |
| **25.** | Expected date for commencement of Contract | [To be announced later] |
| **26.** | Criteria for the evaluation of Proposals | As specified in the TOR  
**Important note:** The specified points are only suggested and may be modified based on the nature and demands of the TOR. However, ABSOLUTELY NO CHANGES to this table may be made by IRENA after the deadline of submission of Proposals. |
Section 3
Terms of Reference (TOR)

RFP/2019/014

Development of Tailored Power Purchase Agreement (PPA) Model and PPA Training Modules for Small Island Developing States (SIDS)

Secretariat of the International Renewable Energy Agency (IRENA)

1. BACKGROUND

The International Renewable Energy Agency (IRENA) is an inter-governmental organisation, mandated by member states around the world to promote the widespread and increased adoption, and sustainable use of all forms of renewable energy. This concerns all forms of energy produced from renewable sources in a sustainable manner, which include bioenergy, geothermal energy, hydropower, ocean, solar, and wind energy.

Small island developing states (SIDS) are among the countries most vulnerable to the effects of climate change and are heavily dependent on imported fossil fuels for their energy needs. For reasons of scale and isolation, energy costs are high, and the severe impact of oil price and supply volatility is exacerbated by the small size of local markets. Overall, the economies of many SIDS remain fragile.

The accelerated deployment of renewable energy has dramatically improved socio-economic development and enhance energy security in SIDS, and there is room to do more. Renewables are also a vital component of SIDS’ climate mitigation, adaptation and resilience efforts, and it is crucial to implement their Nationally Determined Contributions (NDCs). Against this backdrop, the SIDS Lighthouses Initiative (LHI), coordinated by IRENA, provides a framework for action aimed at deploying renewables to enable SIDS energy system transformation, by moving away from developing projects in isolation to a holistic approach that considers all relevant elements from policy and market frameworks, through technology options to capacity building. The Initiative facilitates co-ordinated support through partnerships with public, private, intergovernmental, and non-governmental stakeholder organisations. One of the key objectives of the initiative is to create enabling frameworks for the increased deployment of renewables and supporting the development of bankable renewable energy projects.

SIDS economies are small and have limited resources to be spread across all infrastructure developments. A major issue identified in SIDS is the access to affordable finance to support the uptake of renewables or invest in necessary upgrades to aging generation, transmission and distribution infrastructure. Local equity and government funding are insufficient to achieve the level of renewable energy deployment envisioned, and often the framework to attract foreign direct investments into renewables is not in place, or is ineffective due to limitations of market size and the inability to attract adequate private sector finance and participation in power markets.

In this context, IRENA initiated support to SIDS with the aim to strengthen regulatory frameworks that influence private sector investment decisions. Based on feedback from regional and local stakeholders and private sector investors, it is observed that the current design of the economic regulations for generation resources, specifically the details within the contract schemes between generators and buyers known as Power Purchase Agreements (PPAs), represent a major barrier hampering investments in wind and solar PV projects.
2. RATIONALE

Power Purchase Agreements (PPAs) constitute a long-term contract between sellers and buyers of electricity to facilitate investment, specifically by defining each parties’ rights, responsibilities, risks and remedies. PPAs are one the most relevant contracts in the electricity industry and are being used for all generation technology-types. Their design details are often tailor-made to the specific technology and electricity system. With greater deployment of renewable technologies such as wind and solar PV, new PPA design details are emerging as good practices. These renewable energy PPAs address specific technology characteristics such as the variability and non-dispatchability of wind and solar PV, without compromising system reliability and/or affordability.

Establishing bankable PPAs that account for, amongst others, more security and certainty over issues such as connection, guaranteed off-take, predictable long-term revenues and possible curtailment events within an appropriate regulatory framework is one of the key components to establishing a robust development of renewable energy projects. Electric utilities and regulators in SIDS have utilised PPAs for conventional power generation projects for a long time. In the Pacific Islands, PPAs were introduced lately, with most being less than 10 years old. Yet, the ability to tailor PPAs to the specific characteristics of renewable energy projects, specifically biomass, wind, solar and small hydropower, considering the specific economic context of the Pacific SIDS, needs to be reinforced. Renewable energy projects require significant enhancements to existing PPAs to capture their unique characteristics and ensure the bankability of the projects.

Some stakeholders have initiated programmes to support the development of effective renewable energy PPAs in the Pacific region. These include IRENA, the Pacific Power Association, the Pacific Community’s Pacific Center for Renewable Energy and Energy Efficiency (PCREE), and the World Bank Group, including the International Finance Corporation (IFC). The projects so far have focused on establishing a clear understanding of the role of PPAs in creating a favourable environment for private investment in renewable energy projects. Based on the inputs from the regional organizations, it was observed that there exists a need for support in developing the capacities of regional stakeholders in the financial aspects of PPAs.

Building on the ongoing work in the region, IRENA, in cooperation with partners in the Pacific, will develop and implement a capacity building programme aiming to improve knowledge related to the interlinkages between PPA contract design and renewable energy project finance aspects. This will encompass a two-part capacity building event, including: (i) a full-day event with invitation-only round tables, to create mutual understanding of the needs of developers, investors, creditors and governments; and (ii) a four-day training event on the design of bankable PPAs for local regulators and utilities, in which representatives of the private sector will be allowed partial participation.

Considering this, IRENA seeks a contractor to develop a PPA-focused model and the material to be used in this capacity building programme, as well as to deliver the training during the 4-day event held locally. The contractor will also attend invitation-only round tables of a full-day event preceding the 4-day training, with the sole objective of listening to the discussions and identifying items in which it shall place emphasis during the 4-day training.

3. PROJECT OBJECTIVE

The objective of the proposed capacity building programme is to ensure that key governmental stakeholders (Ministries, regulators, utilities) are better equipped to design bankable renewable energy PPAs that facilitate private sector investment in renewable energy, and secure good value for power consumers.

The capacity building programme includes two key components – development of a PPA-focused financial model and training of relevant stakeholders. The PPA financial model and the accompanying user manual
will be effective tools to enhance the capability of stakeholders in the financial aspects of renewable energy PPAs. And the trainings, based on the tool, will lay the foundation and cover important core topics such as:

- Basics of project financing;
- PPA related financial modelling;
- PPA pricing;
- Risk management;
- Complex negotiations for finalizing PPAs.

At the end of the trainings, the participants will have access to knowledge resources and appropriate models for financial analysis of renewable energy power purchase agreements. The PPA tool made available to the trainees will be based on a discounted cash model that could be used to estimate important financial indicators to assess the viability of the renewable energy project. The tool will also be able to study the impact of different PPA designs on the financial performance of the project. Further, the accompanying user manual would be a rich source of guidance for attendees who wish to develop independent future models for renewable energy analysis. In all, the knowledge products and tools provided during the training would be a good resource for developing customized agreements that can be tailored to the technology and the needs of the electric utilities.

The capacity building programme included in the scope of this project will take the form of a regional training, in which representatives of electric utilities, national regulators, and regional stakeholders from the Pacific SIDS will take part in a 4-day event held locally.

The 4-day training event will be preceded by a full-day event with round tables. Though the bulk of the contractor work will refer to the 4-day training, the contractor will also attend invitation-only round tables of the full-day event preceding the 4-day training, with the sole objective of listening to the discussions and identifying items in which it shall place emphasis during the training.

4. DETAILED DESCRIPTION OF SCOPE OF WORK

The objective of this project is to help build capacities on the design of PPAs, in particular by helping analyse the impact of PPA design details on the financial outcomes of renewable energy projects. In this context, the consulting entity will develop a PPA-focused project finance model and provide capacity building trainings to electric utilities and regulators in SIDS. The capacity building provided by the consulting entity will mainly target utilities and regulators, while the consulting entity will work closely with the IRENA and its partners in the implementation of the assignment as described in these Terms of Reference.

The consulting entity is expected to develop a technical offer with an appropriate methodology and specific work plan that will ensure the achievement of the assignment's objective within an implementation period of 2 months.

This task will comprise of 3 tasks, as follows:

**Task 1: Development of PPA-focused project model**

IRENA, in collaboration with external consultants, has developed an assessment tool to analyse design details of wind and solar PV PPAs. The assessment tool employs several design features and utilizes detailed renewable energy production data, which may require expertise in modelling and financial analysis.

The consulting entity will review the existing model and produce a simplified version of the tool, keeping the main functionalities but making it interface simpler, such that this simplified version can be readily used
by electric utility professionals and national regulators after attending the training event. The PPA-focused finance model should be MS-Excel-based and include the following features:

- A cash flow model to estimate financial indicators such as NPV, IRR, LCOE, Breakeven, DSCR, etc. for project and equity cash flows.
- Option to input PPA design elements such as PPA price, length of contract, curtailment charges, indexation, penalty for under-delivery, etc.
- Option to adapt the cash flow based on different standard PPA designs
- Option to modify factors related to financing such as interest rates, equity costs, depreciation, etc.
- Sensitivity analysis to evaluate the impact of design factors on the financial outcome of the project.

The deliverable associated with this task is the MS-Excel-based PPA-focused model with the abovementioned characteristics.

Task 2: Development of a training manual and a user manual for the financial model

The consulting entity shall draft a set of detailed supporting documents explaining the financial model and its functions, including:

(i) A training manual, which will function as a stand-alone manual and reference guide for users who wish to learn about the model by themselves.

The training manual should also explain how to model a renewable energy project and analyse the impact of different PPA design terms. In effect, the training manual should be basis for explaining the model and allowing its use. The manual should include at least the following sections:

- Overview of key financial parameters in project financing models,
- Roles and needs of different stakeholders in a project finance transaction,
- Key principles of a PPA and key issues in PPA negotiations,
- The difference between PPA pricing for dispatchable and non-dispatchable technologies,
- Impact of yield uncertainty of variable renewable energy on financing and pricing,
- Impact of different alternatives for several PPA design elements on nominal contract prices and on risks borne by the buyer, as well as on the financial performance of assets;
- Basics of cash flow modelling and importance of financial indicators,
- Example case studies for each technology along with sample data for modelling exercise¹, covering at least the following renewable energy generation technologies: wind, solar, biomass-fired thermal plants, and small hydroelectric,
- Step-by-step instructions for performing a financial analysis of renewable energy projects and studying the impact of PPA design changes.

(ii) A user manual, instructing the user on how to use the model (data input, commands, data output), preferably containing a step-by-step didactic example.

The deliverables associated with this task are the training manual and the user manual specified above.

¹ IRENA will interact with the consultant to provide data for case studies with which representatives of Pacific SIDS can relate, and the consultant will be expected to use these data for the case studies.
Task 3: Development of training material and delivery of training

Based on the training manual, the consulting entity shall design the technical content, including the material for a 4-day training event for the utilities and regulators of the SIDS countries in the Pacific region, addressing the priority areas in Task 1 and Task 2. The training material should include two components – a conceptual part and a practical activity. The format of the training event is to have a conceptual discussion in the morning session and a guided exercise or activity in the afternoon sessions. The activities should be interactive and practical. The participants should be trained sufficiently to use the financial model after the trainings.

While the main target audience of the capacity building activity are representatives of governmental or paragovernmental institutions of Pacific SIDS – namely, regulators, utilities and Ministries - representatives of the private sector may attend specific sessions.

The conceptual part of the training should include, besides a conceptual approach of the items to be covered in the practical part, a brief discussion on legal, technical and financial qualifications required from the IPPs to seek to ensure the ability of the seller to deliver the project and honour its commitments.

The consulting entity will also be responsible, under the supervision of IRENA, for delivering the trainings (presentations, moderation of discussions) and compiling the training event documentation, including summary and conclusions. The trainings will be organized for around 50 participants from the 15 Pacific SIDS countries.

IRENA and the Pacific regional partners will be responsible for the selection of the venue and the date for the training, the invitation of the speakers and participants for the 5-day event (including the round tables of the first day and the subsequent 4-day training event) and the associated costs (rental of venue, travel costs, catering and accommodation of participants).

Upon completion of the training, the consulting entity will produce a final report highlighting the key outcomes the training as well as potential areas of further follow-up under the topic of improving regulatory frameworks for private sector participation in renewable energy development. This report shall be delivered 2.5 weeks after the training. Until the delivery of the final report, the consultant shall be available to answer simple questions presented by the attendees of the training event by e-mail.

The deliverables associated with this activity are:

- The training materials (presentations, case studies), to be made available to IRENA prior to the 4-day training event held locally. The exact number of case studies will be discussed and agreed upon between the consultant and IRENA during the weekly meetings described in Section V below, but should in any case suffice to illustrate the main concepts introduced in the training;
- The delivery of the training (holding the presentations during the conceptual part, assisting participants in using the PPA-focused model during the practical activities, moderating discussions) during the 4-day event held locally;
- Attendance of the invitation-only round tables of the full-day event preceding the 4-day training, with the sole objective of listening to the discussions and identifying items in which emphasis shall be placed during the training;
- The final report specified above.

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2 This estimate includes: (i) approximately 2 participants from each of the 15 Pacific SIDS countries as well as regional training institutions and relevant stakeholders, totaling 40 participants from this class; (ii) up to 10 participants from the local private sector, expected to be mainly IPPs.

Keep in mind that the practical part of the training, in the afternoon of each of the 4 days of the training, will be exclusive to representatives of group (i).
5. EXPECTED DELIVERABLES AND TIMELINE

The above-listed tasks are to be completed as per the following timeline:

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Estimated date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Task 1: PPA-focused model</td>
<td>NTP(^3) + 3 weeks</td>
<td>9 Oct 2019</td>
</tr>
<tr>
<td>ii</td>
<td>Task 2: Training and user manual for the financial model</td>
<td>NTP + 4 weeks</td>
<td>16 Oct 2019</td>
</tr>
<tr>
<td>iii</td>
<td>Task 3.1: Training materials (presentations, case studies, etc.)</td>
<td>NTP + 5 weeks</td>
<td>23 Oct 2019</td>
</tr>
<tr>
<td>iv</td>
<td>Task 3.2: Delivery of training during 4-day event held locally</td>
<td>NTP + 8.5 weeks</td>
<td>18 Nov 2019</td>
</tr>
<tr>
<td>v</td>
<td>Task 3.2: Final report</td>
<td>NTP + 11 weeks</td>
<td>4 Dec 2019</td>
</tr>
</tbody>
</table>

The consultant is expected to hold weekly meetings with IRENA during the entire timespan of the project, to inform on the status of the work and discuss it technical scope. These meetings can be held remotely (video- or tele-conference).

The due dates are built upon the estimated start for the contractor (Notice to Proceed, or NTP). In case of any delays, the due dates shall be amended accordingly and in joint agreement between IRENA and the contractor.

6. PRESENTATION OF PROPOSALS AND CRITERIA FOR EVALUATION OF OFFERS

Bidders are requested to provide a technical and a financial proposal.

The financial proposal should include a breakdown of the costs (number of person days) associated with each task and sub-task. The consultant needs not to include in the proposal the travel costs for the participation of his team in the locally-held 5-day capacity building event (round tables in first day and subsequent 4-day training event), as these costs will be covered separately by IRENA.

The technical proposal should cover at least:
- Proposed work plan and technical approach for the work, including the description and organization of activities;
- Previous experience of the consultant with PPAs, financial modelling and capacity building, including at least one experience with capacity building on PPAs for developing countries and using a financial model of a PPA in the previous three years;
- Composition and description of the project team, including the CVs of the main consultants.

In order to select the best option in terms of value for money, the evaluation of the proposal will be based on:

<table>
<thead>
<tr>
<th>Summary of proposal evaluation</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>i Technical evaluation</td>
<td>70%</td>
</tr>
<tr>
<td>ii Commercial/financial evaluation</td>
<td>30%</td>
</tr>
</tbody>
</table>

\(^3\) NTP stands for Notice to Proceed. The Notice to Proceed is expected to be provided by 18 Sep 2019.
The technical evaluation will be based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposed work plan and approach: Understanding of the task; sufficient addressing of the important aspects of the task according to the different components of the project, i.e. development of material and methodology of delivery of the training; Please provide full details on the structure as well as a full description of the proposed approach for implementing the work plan and the required tasks.</td>
<td>10</td>
</tr>
<tr>
<td>2. Clarity and organization of activities: Relating the scope of work to the Terms of Reference - clarity and organization of activities and whether the planning is logical and realistic.</td>
<td>10</td>
</tr>
<tr>
<td>3. Experience in PPAs: Relevant knowledge and documented experiences in renewable energy power purchase agreements – provide samples of similar work done in field over the last 3 years.</td>
<td>20</td>
</tr>
<tr>
<td>4. Experience in capacity building: Solid experience in developing capacity building activities and providing trainings for regulators and utility professionals. Must include at least one experience with capacity building on PPAs for developing countries and using a financial model of a PPA in the previous three years</td>
<td>30</td>
</tr>
<tr>
<td>5. Team quality: Composition, qualifications and experiences of the consultants who will be directly involved in the project in various capacities - For each team member, provide CVs and sample of relevant work undertaken.</td>
<td>30</td>
</tr>
</tbody>
</table>

The Minimum qualification for the Senior Consultant is 5 years of relevant experience in developing financial models for Renewable Energy Power Purchase Agreements.

The Minimum qualification for each of the remaining team members is 2 years of relevant experience in renewable energy power purchase agreements.

The application is also open to consortia.

7. PAYMENT MILESTONES

The payments shall be made as follows:

a) 20% upon approval by the IRENA Secretariat of Deliverable (i) of Section 5.
b) 20% upon approval by the IRENA Secretariat of Deliverable (ii) of Section 5.
c) 20% upon approval by the IRENA Secretariat of Deliverable (iii) of Section 5.
d) 30% upon approval by the IRENA Secretariat of Deliverable (iv) of Section 5.
e) 10% upon approval by the IRENA Secretariat of Deliverable (v) of Section 5.
Section 4: Proposal Submission Form

This form must be returned along with the submission signed and stamped by an authorised person.

To: IRENA, Chief Procurement Officer
   International Renewable Energy Agency
   IRENA Headquarters, Masdar City; PO Box 236
   Abu Dhabi, United Arab Emirates

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services as described in your Request for Proposal dated [date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under separate sealed envelopes.

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misrepresentation may lead to our disqualification.

b) We are currently not on any United Nations sanctions list;

c) We have no outstanding bankruptcy proceedings or pending litigation or legal action that could impair our operation as a going concern;

d) We do not employ or otherwise engage, nor anticipate employing or engaging during the performance of the services required under the RFP any person who is or was recently employed by IRENA.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP and the General Terms and Conditions for Professional Services of IRENA.

We agree to abide by this Proposal for [insert Proposal validity period as indicated in the Data Sheet] days.

We fully understand and recognise that IRENA is not bound to accept this Proposal, that we shall bear all costs associated with its preparation and submission, and that IRENA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorised Signature [In full and initials]: ________________________________

Name and Title of Signatory: __________________________________________

Name of Firm: ______________________________________________________

Contact Details: ____________________________________________________

[Please mark this with your corporate seal, if available.]

---

4 No deletion or modification may be made to this form. Any such deletion or modification may lead to the rejection of the Proposal.