



Ministry of Energy and  
Water Resources of the  
Republic of Tajikistan

# Tajikistan Solar IPP Tender

REQUEST FOR QUALIFICATION  
FOR INVESTMENT PROJECT TO  
DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN  
200 MW SOLAR POWER PLANT  
IN BOBOJON GAFUROV DISTRICT  
OF SUGHD REGION, REPUBLIC OF TAJIKISTAN

Issued: 21 August 2024

## DISCLAIMER

The information contained in this Request for Qualification (“**RFQ**”) has been prepared by the Ministry of Energy and Water Resources (“**MEWR**”, “**Ministry**”) with the assistance of the EY, Juru and Dentons (“**Advisors**”) and IFC as a strategic advisor is furnished solely for the purpose of assisting market participants in making their own evaluation of the Sughd Solar Power Plant Project (“**Project**”). It does not constitute an offer in relation to the Project or a solicitation to invest, or otherwise participate in, the Project.

The information contained in this RFQ is not intended to be all-inclusive or to contain all the information that an Applicant or its advisors may require or desire in relation to the Project. The Applicant should form its own views as to what information is relevant, make its own investigations, projections and conclusions, and consult its own advisors to independently verify the information contained in this RFQ, conduct its own due diligence of the Project and all the applicable laws and regulations, and to obtain any additional information that it may require, prior to submitting a Statement of Qualifications (“**SOQ**”).

Neither the Government of the Republic of Tajikistan (“**Government**” or “**GoT**”), the MEWR nor their respective directors, officers, members, employees, agents, consultants or advisors (including the Advisors):

- ▶ shall accept any liability or responsibility for the adequacy, accuracy or completeness of the contents of, and information contained in this RFQ (including any opinions expressed or implied) and any other written or oral communication transmitted to the Applicant, and no representation or warranty, expressed or implied, is given by any such person as to the adequacy, accuracy or completeness of such information or opinions. In particular, no representation or warranty is given as to the accuracy, reasonableness or likelihood of achievement of any future projections, prospects or returns; and,
- ▶ shall have any liability to reimburse or compensate the Applicant for any losses, costs or expenses incurred by the Applicant in evaluating or acting upon this RFQ or otherwise in connection with its potential proposal submission (“**Bid**”).

This RFQ and any other relevant information for the RFQ stage has been shared with Applicants subject to execution of a Non-Disclosure Agreement (“**NDA**”). The form of the NDA has been provided in the Appendix 10 of the RFQ.

The Tender Committee reserves the right, at its absolute discretion, at any stage and without prior notice, to change the structure and timing of the bidding process (“**Tender process**”), to amend the information contained in the RFQ or to terminate the Tender process itself at any time and for any reason without incurring any liability in respect thereof.

## ABBREVIATIONS

BOO(T)	Build-Own-Operate (Transfer)
COD	Commercial Operation Date
EBL	Equity Bridge Loan
EPC	Engineering, Procurement, and Construction
EY	Ernst and Young
GCR	Ground Coverage Ratio
GoT	Government of the Republic of Tajikistan
HPP	Hydropower Plant
IPP	Independent Power Producer
ITB	Instruction to Bidders
MER	Minimum Eligibility Requirements
MEWR	Ministry of Energy and Water Resources
MN	Million(s)
MoF	Ministry of Finance
MW	Megawatt
NDA	Non-Disclosure Agreement
OJSC BT	Open Joint Stock Company “Barqi Tojik”
OJSC SIB	Open Joint Stock Company “Shabakahoi Intiqoli Barq”
PPA	Power Purchase Agreement
PR	Performance Ratio
PV	Photovoltaic
RE	Renewable Energy
RFP	Request for Proposal
RFQ	Request for Qualification
SCISPM	State Committee on Investment and State Property Management
SOQ	Statement of Qualifications
SPV	Special Purpose Vehicle
STC	Standard Test Conditions
UN	United Nations
VDR	Virtual Data Room
VMKB	Viloyati Mukhtori Kuhistoni Badakhshon (well-known as GBAO - Gorno-Badakhshan Autonomous Region)
WB	World Bank
WBG	World Bank Group

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## 1. INTRODUCTION

### 1.1. Background

The Government of the Republic of Tajikistan has launched a program for the development of large-scale solar power projects in the country. Specifically, the results suggest that over 1,000 MW of solar PV capacity is required until 2030 in addition to existing renewable sources of energy.

As part of this expansion plan, Ministry of Energy and Water Resources is planning to procure a 200 MW solar power plant and ancillary infrastructure through the current Tender. This Tender has been structured in line with international standards of risk allocation and bankability within the framework of the Investment Law, Law on Investment Agreement and Law on Use of the Renewable Sources of Energy with the technical and financial support from World Bank and IFC, to attract and select a qualified private developer for the Project. The following international experts have been appointed for structuring and managing the Tender process:

- ▶ Strategic advisor: IFC
- ▶ Lead and financial: EY
- ▶ Legal advisor: Dentons
- ▶ Technical advisor: Juru

Site: The Site is located in Sughd region, near the administrative boundary between Mastchokh and B. Gafurov districts, adjacent to the asphalted highway connecting the city of Khujand with Buston Town. The size of the Site is approximate area of 400 ha. The automobile road is an asphalted highway and is in good condition, so it can serve for transportation of equipment to the future project site as it provides a sufficient link to major ports and trade hubs allowing for expected components transport. The site is similar to the previously studied areas in terms of its topographical characteristics, consisting of mainly flat lands with a network of floodwater paths crossing through the site in many areas. The area is generally flat, slightly tilted towards South-West. Some undulations are present, mainly caused by floodwaters. The soil condition appears to be uniform throughout the site, except for the sections affected by floodwaters, where the soil can be rockier, covered with pebble stones. Hilly and mountainous areas are present approximately 4 km to the south-east from the site, with a maximum elevation of around 1,300 m a.s.l., while the average site elevation is around 540 m a.s.l. Therefore, the shading effect of these highlands is estimated to be low; however, it will be a subject of confirmation in the next stage of the Project.

Table 1: Coordinates of the site

Point (UTM WGS 84, zone 42)	Easting	Northing
P1	542284.974	4477867.311
P2	538924.903	4476880.276
P3	539100.96	4476052.166
P4	540839.806	4476086.033
P5	542075.28	4476733.602
P6	542469.124	4477805.928

Source: [Ministry of Energy and Water Resources (Tajikistan)]

Source: [Made by Juru using open-source image and Google Earth Pro]

**Procurement objective:** In line with the future planned energy tenders in the country, the GoT intends to follow an internationally acceptable and bankable framework for renewable energy development in order to:

- ▶ Promote the inflow of foreign direct investment for the development of renewable energy projects;
- ▶ Promote and showcase the Law on Investment Agreement as a robust legal framework for infrastructure projects in Tajikistan;
- ▶ Develop a positive track record in implementation of renewable energy projects under the framework of the Law on Investment Agreement;
- ▶ Achieve diversity in the country's generation mix;
- ▶ Ensure a fair and transparent Tender process, and;
- ▶ Achieve a competitive tariff, thereby generating value for money.

**Contractual framework:**

In connection with the Project, the Successful Bidder will enter into:

- ▶ A Power Purchase Agreement (“**PPA**”) with OJSC “Barqi Tojik” (“**OJSC BT**” or “**Offtaker**”), under which the Successful Bidder will, in line with a set of operational performance standards and operating guidelines set out in the PPA, shall:
  - sell to the OJSC BT all of the electrical energy generated by the Power Plant;
  - construct and transfer the Evacuation Infrastructure to the OJSC Shabakahoi Intiqoli Barq (“**OJSC SIB**”) on Commercial Operation Date (“**COD**”) of the Project;
- ▶ certain other agreements relating to the Project, to be specified in the RFP package and shared in due course.

**Regulatory framework:** The Project is structured as a renewable energy transaction under the Law on Investments No. 1299 dated 15 March 2016 (“**Investment Law**”) and the Law on Investment Agreement No. 844 dated 19 March 2013. The Project will also take into account the requirements laid out by the Renewable Energy Use Law No. 587 dated 12 January 2010 (“**RE Law**”).

## 1.2. Invitation to Participate in the RFQ Process

The Tender Committee, through this RFQ, invites detailed qualification applications from entities (each an “**Applicant**”). This RFQ is publicly available on the MEWR's and State Committee on Investment and State Property Management's official webpages.

The Tender Committee requests the Applicants to submit official Statement of Qualifications (“**SOQ**”) as per the instructions of this RFQ document. The Applicants will be evaluated as per the Minimum Eligibility Requirements (“**MERs**”), set in this RFQ. The Pre-Qualified Bidders shall be invited to respond to the Request for Proposal (“**RFP**”).

The Bids submitted in response to the RFP will be evaluated as per the criteria detailed in the RFP and a Successful Bidder will be selected to undertake the Project in accordance with tender procedure described in section 1.4 below.

### 1.3. Key Stakeholders

The following state bodies are authorized to introduce modern and transparent methods for the competitive selection of potential Successful Bidders within the framework of implementation of renewable energy projects within the framework of the Law on Investment Agreement:

- ▶ MEWR;
- ▶ MoF;
- ▶ State Committee on Investment and State Property Management;
- ▶ OJSC BT;
- ▶ OJSC SIB;
- ▶ Tender Committee.

The roles and responsibilities envisaged for various entities are as follows.

#### **MEWR**

MEWR is the authorized body for the implementation of the unified state policy in the field of energy industry, including the renewable energy sector. MEWR is also responsible for coordinating the implementation of investment projects in the energy sector, establishing cooperation with international financial institutions, donor countries, companies, banks, and other structures.

MEWR, with the assistance and coordination of the Advisors, will monitor the implementation of the Project.

#### **MoF**

The Ministry of Finance of the Republic of Tajikistan (“**MoF**”) serves as the central executive authority responsible for implementing unified state policies and regulatory frameworks governing financial, budgetary, and tax activities. Additionally, MoF manages securities and the state repository of valuables, while coordinating the activities of executive bodies of state power. Its primary duties include ensuring compliance with tax legislation, overseeing the accuracy, completeness, and timeliness of tax, fee, and other mandatory payment collection into the state budget and funds, and effectively managing state finances.

#### **State Committee on Investment and State Property Management**

The State Committee on Investments and State Property Management of the Republic of Tajikistan (“**SCISPM**”) is a central body of executive power, implementing within its authority the state policy and normative legal regulation in the investment sphere, measures on purposeful attraction, coordination and monitoring of external assistance, management of state property, management and implementation of the process of denationalization and privatization of state property in the Republic of Tajikistan, representing the interests of the state as an owner, carries out activities on implementation of programs to support entrepreneurship.

#### **OJSC BT**

OJSC BT is the largest state-owned entity responsible for generating electricity and heating in Tajikistan. At this stage, it also operates as the market operator for electricity. OJSC BT owns and manages all state-owned generating facilities in Tajikistan, except for the concession assets in the Viloyati Mukhtori Kuhistoni Badakhshon (VMKB, also known as GBAO) and the Rogun Hydropower Plant (HPP). In this Project, OJSC BT will serve as the Offtaker.

## **OJSC SIB**

OJSC SIB is the state-owned entity responsible for operating the transmission network. In this Project, OJSC SIB will serve as the transmission system operator.

## **Tender Committee**

A Tender Committee has been formed to act as the decision-making entity for the Tender. The Tender Committee is responsible for reviewing responses to RFQ and RFP and manage the overall procurement process from the GoT's side.

The preliminary composition of the Tender Committee includes the following members:

- ▶ MEWR;
- ▶ MoF;
- ▶ SCISPM;
- ▶ Ministry of Economic Development and Trade;
- ▶ Ministry of Justice;
- ▶ Tax Committee;
- ▶ State Committee on Land Management and Geodesy;
- ▶ Committee for Environmental Protection;
- ▶ Committee on Construction and Architecture;
- ▶ Customs Service;
- ▶ Service of State Energy Supervision;
- ▶ OJSC BT;
- ▶ OJSC SIB.

### **1.4. Tender Process and Timelines**

The Tender process is designed to ensure adherence to principles of transparency, equal opportunity for all and freedom of competition. The Tender Committee will also ensure that all cases are treated without any discrimination or partiality.

A two-stage bidding process has been adopted for this Project, taking into account international best practices, including the World Bank procurement rules ("**Procurement rules**"), which are aligned with the principles of the Investment Law and Law on Investment Agreement, comprising:

#### **Stage 1: RFQ stage**

During the RFQ stage, the Applicants are required to submit SOQs as per the instructions included in this RFQ document, which will be evaluated based on the MERs specified in this document. Applicants may seek clarifications on the RFQ till deadline for clarification on RFQ as included in Table 2 below.

The RFQ stage is a stand-alone and independent stage that will be complete once evaluation of SOQ will be announced and short-listed bidders (each a "**Pre-Qualified Bidder**") are identified by the Tender Committee.

#### **Stage 2: RFP stage**

The RFP stage follows the RFQ stage and is intended to result in the selection of a Successful Bidder, one that wins the Bid ("**Successful Bidder**") and reserved winning bidder. Should the negotiation with the First Ranked Bidder be unsuccessful, the Offtaker reserves the right to negotiate with the

Second Ranked Bidder (“**Reserved Winning Bidder**”) until appointment of Successful Bidder. Only Pre-Qualified Bidders will be invited to submit Bids during the RFP stage. The RFP will provide details on the financial, legal and technical requirements to be submitted. Bids shall be opened and evaluated in accordance with the terms of the RFP and the Successful Bidder and Reserved Winning Bidder will be selected, based upon the submitted Bids and the evaluation criteria and process set out in the RFP.

During the RFP stage, Pre-Qualified Bidders will be provided with a timeline to seek clarification on the RFP package and an opportunity to visit the site. The Bidders shall be required to submit their Bids, which will be evaluated as per the evaluation criteria and process listed in the RFP. As part of the bid, the Bidders shall be required to submit a financial guarantee to ensure their seriousness and commitment.

Pursuant to the rules of the RFP, the Tender Committee will assess Bids received from Pre-Qualified Bidders and will decide on the selection of a Successful Bidder and Reserved Winning Bidder. Once selected, the Project Agreements will be finalized and executed with the Successful Bidder. Should the Successful Bidder delay the signing of the Project Agreements or delay financial close beyond the date specified in the RFP, the Tender Committee reserves the right to award the Project to the Reserved Winning Bidder or to retender if the Reserved Winning Bidder declines / fails / delays execution of Project Agreements.

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Table 2: Indicative timelines of the Tender process

S. No.	Milestone	Indicative Timelines <sup>1</sup>
1	RFQ Issuance	T <sub>0</sub> i.e. 08.21.2024
2	Deadline for clarification on RFQ	T <sub>0</sub> + 22 Days i.e. 09.12.2024
3	Deadline for responses to clarification on RFQ	T <sub>0</sub> + 30 Days i.e. 09.20.2024
4	SOQ Submission Deadline	T <sub>0</sub> + 60 Days i.e. 10.21.2024, 12:00 noon Dushanbe Time
5	Declaration of Pre-Qualified Bidders	T <sub>0</sub> + 120 Days
6	RFP Issuance	T <sub>0</sub> + 135 Days

<sup>1</sup> Note to the Applicants: Timelines are indicative in nature and may change going forward



## 2. PROJECT OVERVIEW

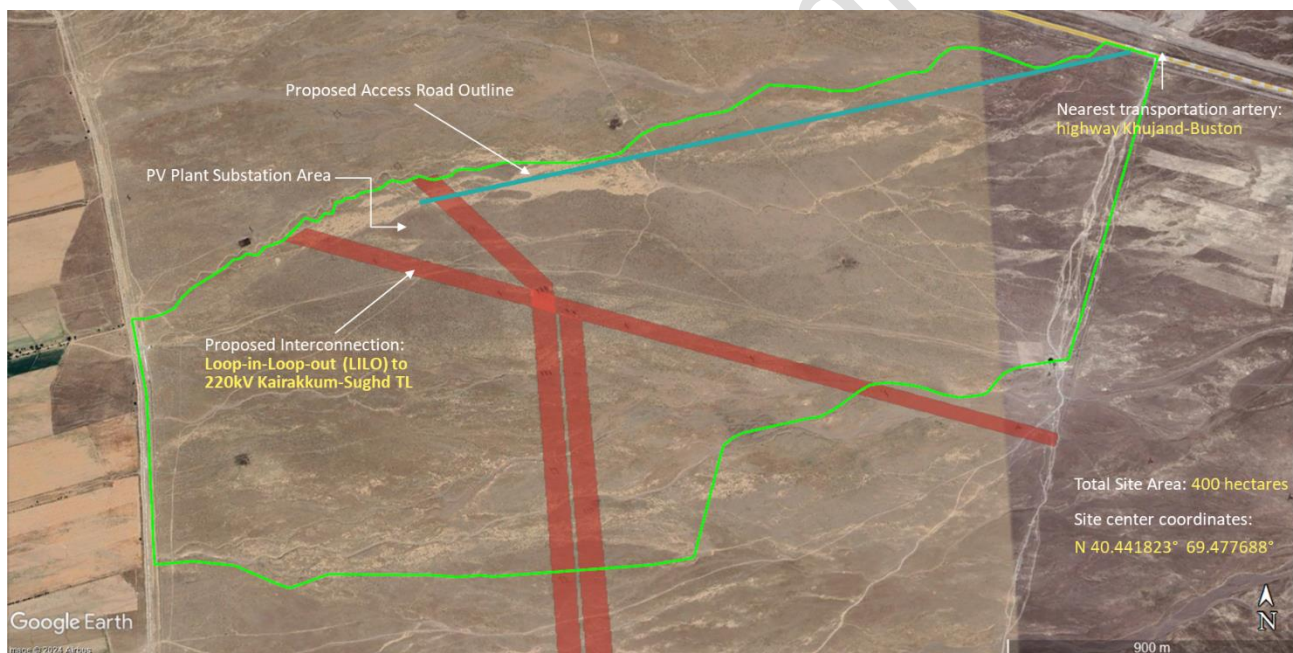
### 2.1. Project Description

The Project will include a 200 MW solar power plant and ancillary infrastructure to be developed by taking into consideration the international best practices for design, environmental and social requirements, and the Minimum Functional Specifications to be outlined in the RFP.

The site is located at the entrance to Fergana Valley, near the administrative boundary between Mastchoh and B. Gafurov district of Sughd region, alongside the automobile public road connecting Khujand City with the town of Buston.

There is a number of PV plant projects that are under construction or in the planning stage in neighbouring Uzbekistan, relatively close to the Project site. The closest utility-scale PV plant (located around 37km away) to the Sughd private solar power project is 263 MW Buka PV plant project, which was approved for implementation on May 24, 2024, and will be developed by China Datang Overseas Investment Co. Ltd. Other similar projects developed in Fergana Valley include the 400MW PV plant by PowerChina in Andijan region (Uzbekistan) and 500MW PV plant by a German company Hyper Partners in Fergana region (Uzbekistan).

Figure 1: View of location of site within the Sughd region



Source: [Google Earth Pro. Site Coordinates provided by Ministry of Energy and Water Resources of Tajikistan]

### 2.2. Site Description

The site is generally flat, with some wadis crossing it, which were formed as a result of meltwater and excessive rainwater flowing through the area in the past. Several flood protection embankments have been built in the general area as shown on the figure below:

There are three overhead transmission lines crossing through the area – two 220kV line, one 500kV line. One of the 220kV lines is L-C14-1 transmission line between Kairakkum HPP and Sughd substation, that was considered as a possible interconnection option. The 500kV line is currently decommissioned, with the towers remaining in place but the conductors removed. Despite this fact, this line was considered when identifying the offset areas in the PV plant site.

### 2.3. Environmental and Social Consideration

#### Geohazards

Sughd region is located in a seismically active zone. Overall, earthquake hazard is considered to be of medium risk and based on the consultations held by the local environmental and social experts, the local population does not recall any major destructions and any other physical impacts caused by seismic events. Landslides are also considered to be of minor significance, primarily due to the flat topography of the proposed site.

#### Biodiversity

During the site visit, dry stems were observed throughout the site area, which are likely to belong to Cousinia, Anthochlamys tjanschanica, Harmala and Alhagi. No special status plant species are present on the site; therefore, project development is not anticipated to have a direct impact on vegetation cover that has any level of conservation status.

No internationally protected areas are located in close proximity to the site; the nearest Key Biodiversity Area – Mogoltau Massif – is located 3-4 km to the south of the site and is not expected to be impacted by project activities. At present, a number of interconnection options are being explored, so the environmental, social and biodiversity impact that a transmission line shall be studied at the further stages of the project. The closest substation (Khujand) is located around 18 km from the project site, but the mentioned KBA lies between the site and this substation, thus requiring the potential transmission line to go around the mountain massif. In case of the LILO option shown on Figure 2, the length of the transmission line can be considerably smaller. The interconnection point shall be finalized in the course of further studies and the information about it will be made available to the bidders.

### 2.4. Project Structure and Contractual Framework

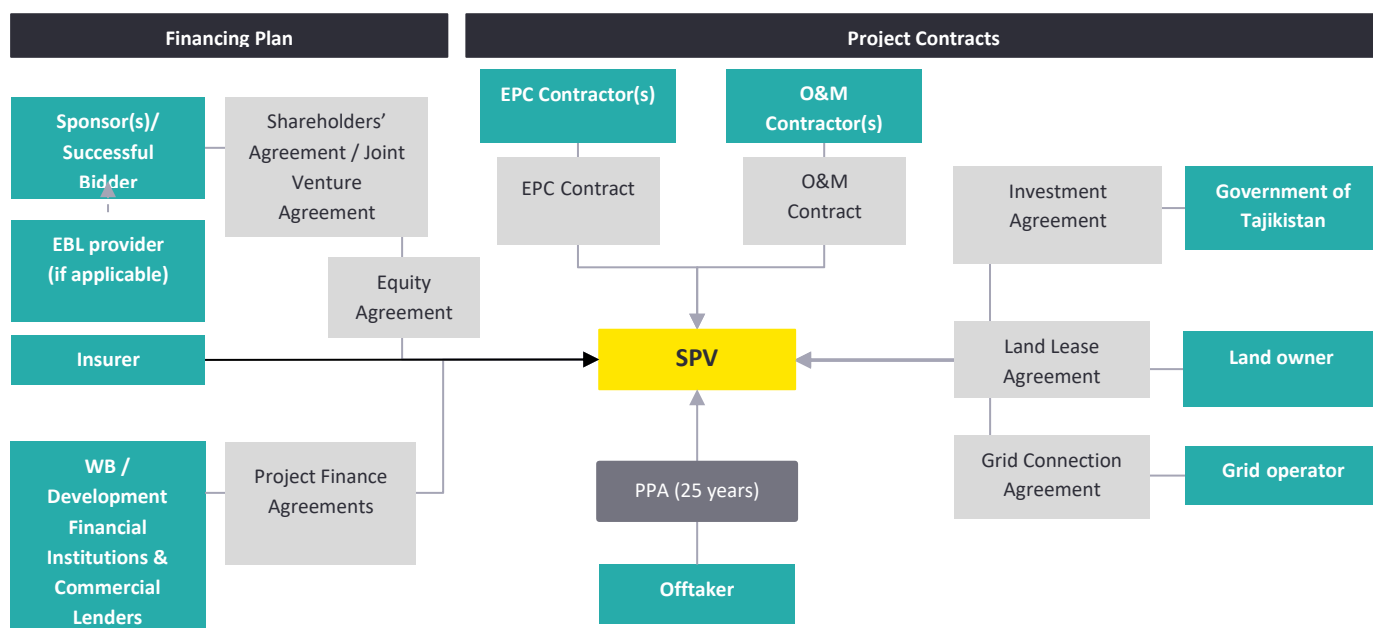
The Successful Bidder will be required to incorporate a corporate entity in Tajikistan, as the Project Company (“**Project Company**” or “**SPV**”). The Project Company should be:

- financed separately and independently from the Successful Bidder;
- wholly owned by the Successful Bidder, if the Successful Bidder is a single entity. If the Successful Bidder is a Consortium, held by the Consortium members in such shareholding proportions as proposed in the SOQ, unless otherwise agreed with the Tender Committee prior to Bid submission; and
- subject to licensing and regulatory requirements as per the laws of Tajikistan.

The anticipated contractual structure of the Project is illustrated below:



Figure 1: Contractual structure



## 2.5. Overview of Project Agreements

The Project will include a suite of commercial project agreements (“**Project agreement**”), including a PPA and Investment Agreement. The key Project Agreements shall include:

### Power Purchase Agreement (PPA)

The PPA will serve as the main contract between the Project Company established by the Successful Bidder and the OJSC BT, unless the Successful Bidder establishes the Project Company after signing the PPA. In such case, the PPA will be between the Project Company and OJSC BT. If the Successful Bidder chooses to establish the Project Company after signing the PPA, then PPA will be assigned and transferred to the Project Company once it is established. This contract will outline how the Project Company is to design, build and commission the Power Plant. It will also cover the operation and maintenance of the Power Plant, the sale of electricity output from the Power Plant to the OJSC BT. The PPA will also specify the pre-determined tariff and the detailed terms for transferring or decommissioning the Power Plant. It will include pre-agreed termination events, with the relevant termination payments and buy-out obligations on the OJSC BT; with OJSC BT obligations supported by the GoT under the Investment Agreement. The PPA will be for a period of 25 years, post the start of commercial operations of the Project.

The Power Plant will be developed on a build-own-operate-(transfer) (“**BOO(T)**”) basis, with Government having the right under the Investment Agreement to require the Project Company to decommission or transfer the Project assets, rights, etc. upon termination of the PPA for Project Company default or expiry of the PPA.

### Tariff Structure

In return for the electricity output supplied by the Project Company over the PPA term, the OJSC BT will make payments based on a tariff that will be determined on the Tender. This tariff will be output-

based, based on the generation metered at the relevant interconnection point, fixed in the US Dollar and payable in Tajik Somoni (lawful currency of Tajikistan).

### **Investment Agreement**

This agreement shall be entered into between the Successful Bidder and GoT (represented by the State Committee on Investment and State Property Management), under which the GoT will undertake to provide certain protections and other support to the Project. In particular, the Investment Agreement is expected to set out the obligations of the GoT, OJSC BT and the Successful Bidder in case of termination of the PPA as well as a mechanism for calculating purchase price for the Project. The provisions are expected to be bankable in line with precedents in the region.

### **Land Lease Agreement**

Under the Decree of the Government, the right of use for the Site will be allocated to OJSC BT or other relevant GoT authority. After the allocation, the land lease agreement shall be entered into between the Project Company established by the Successful Bidder and OJSC BT or other relevant GoT authority to grant land rights for the Site.

### **Grid Connection Agreement**

This agreement shall be entered into between the Successful Bidder (and subsequently assigned to the Project Company) and OJSC SIB (the transmission system operator) and set out terms and conditions for connecting the Power Plant to the grid.

### **Project Finance Aspects**

The responsibility for securing the financing for the Project rests entirely with the Successful Bidder. Although the source of funding is not restricted, it must align with the legal constraints of the Republic of Tajikistan, as well as adhere to any public sanctions listed by multilateral development banks under the Agreement on Mutual Enforcement of Debarment Decisions dated April 9, 2010, the UN Security Council's sanctions lists, and any other recognized international sanctions registers.

The RFP will detail the specific documents a bidder must provide to validate their financial strategy. The OJSC BT, MEWR, State Committee on Investment and State Property Management and other government counterparts are cognizant that in case the Successful Bidder wishes to raise limited recourse financing for the Project, the lenders will expect certain rights to be provided in relation to such financing. Accordingly, the PPA and other Project Agreements will contain provisions requiring the counterparties to enter into appropriate direct agreements with the lenders. The RFP is also expected to include indicative term sheets for financing, political risk insurance and partial risk guarantee products potentially available, subject to final due diligence and credit approval, from the Green Climate Fund or other international development financial institutions.

### 3. REGULATORY FRAMEWORK

To the extent applicable to the Project, the central components of the regulatory framework are (without limitation):

- Constitution of the Republic of Tajikistan;
- Civil Code of the Republic of Tajikistan dated 24 December 2022;
- Urban Planning Code of the Republic of Tajikistan dated 28 December 2012;
- Land Code of the Republic of Tajikistan dated 13 December 1996;
- Tax Code of the Republic of Tajikistan dated 23 December 2021;
- Customs Code of the Republic of Tajikistan dated 3 December 2004;
- the Law of the Republic of Tajikistan No. 1299 “On Investments” dated 15 March 2016;
- the Law of the Republic of Tajikistan No. 944 “On Investment Agreement” dated 19 March 2013;
- [the Law of the Republic of Tajikistan No. 907 “On Public-Private Partnership” dated 28 December 2012];
- the Law of the Republic of Tajikistan No. 33 “On Energy” dated 29 November 2000;
- the Law of the Republic of Tajikistan No. 587 “On Use of Renewable Energy Sources” dated 12 January 2010;
- the Law of the Republic of Tajikistan No. 1018 “On Energy Saving and Energy Efficiency” dated 19 September 2013;
- the Law of the Republic of Tajikistan No. 508 “On State Registration of Legal Entities and Individual Entrepreneurs” dated 19 May 2009;
- the Law of the Republic of Tajikistan No. 375 “On State Registration of Immovable Property and Rights thereto” dated 28 March 2008;
- the Law of the Republic of Tajikistan No. 1968 “On the Permit System” dated June 2023;
- the Law of the Republic of Tajikistan No. 818 “On Environmental Expertise” dated 16 April 2012;
- the Law of the Republic of Tajikistan No. 1576 “On Pledge of Movable Property and Registration of Secured Obligations” dated 2 January 2019;
- the Law of the Republic of Tajikistan No. 364 “On Mortgage” dated 20 March 2008;
- the Law of the Republic of Tajikistan No. 1349 “On Insurance Activities” dated 23 July 2016;
- the Law of the Republic of Tajikistan No. 1183 “On International Commercial Arbitration” dated 18 March 2015;
- the Law of the Republic of Tajikistan No. 760 “On Environmental Protection” dated 2 August 2011;
- Resolution of the Government of the Republic of Tajikistan No. 83 “On the Procedure for Maintaining the Register of Investment Projects” dated 1 March 2019;
- Resolution of the Government of the Republic of Tajikistan No. 693 “On the Procedure and Conditions for Conducting Direct Negotiations within the Framework of an Investment Agreement” dated 31 October 2014;
- Resolution of the Government of the Republic of Tajikistan No. 172 “On the Approval of the Regulation on the Licensing of Certain Types of Activities (in a new edition)” dated 3 April 2007;
- Resolution of the Government of the Republic of Tajikistan No. 532 “On the Procedure for Environmental Impact Assessment, Classification of Objects by Categories Depending on

- the Nature of Their Impact on the Environment, and Criteria Determining the Categories of Hazard of Objects of Planned Activities for the Environment” dated 1 November 2018;
- Resolution of the Government of the Republic of Tajikistan No. 697 “On the Procedure for Conducting State Environmental Expertise” dated 3 December 2012;
  - Rules for the Issuance of Visas and Electronic Visas of the Republic of Tajikistan to Foreign Citizens and Stateless Persons No. 31 dated 25 January 2017;
  - Rules for the Issuance of Work Permits to Foreign Citizens and Stateless Persons Who Carry Out Labor Activities in the Republic of Tajikistan No. 529 dated 31 October 2008;
  - Decree of the President of the Republic of Tajikistan No. 426 “On the Introduction of the National Currency ‘Somon’” dated 26 October 2000;
  - Resolution of the State Committee for Land Management and Geodesy of the Republic of Tajikistan No. 36 “On the Approval of the Procedure for Registration and Maintenance of the State Register of Real Estate Pledge Agreements” dated 10 September 2014.
-

## 4. ELIGIBILITY REQUIREMENTS

### 4.1. Introduction

In order to qualify to the RFP stage of the Project, the Applicant must submit a detailed SOQ by the SOQ Submission Deadline as part of the RFQ stage. Based on the evaluation of the SOQs, Applicants determined to be qualified will be invited to participate in the RFP stage. The Tender Committee reserves the right to determine, at its absolute discretion, the Applicant's qualification to participate in the Tender process and/or terminate any Applicant's further participation in the Tender process at any time prior to the signing of the Project Agreements.

### 4.2. General Considerations

The Applicant, or if the Applicant is a Consortium (each "**Consortium Member**"), must be a business organization existing and duly registered in good standing under the laws of its country of incorporation.

An Applicant is allowed to form a Consortium by partnering with other Consortium Member ("**Consortium**"). However, the Applicant must necessarily act as either a company that leads the Consortium ("**Lead Member**") or entity that meets criteria for a qualifying member ("**Qualifying Member**") as part of such a Consortium.

A Consortium shall not contain any member, or any connected entity ("**Affiliate**") of a member, that is a member of more than one Applicant, either as part of the Consortium or in an individual capacity. The Applicant should note that this provision does not restrict a supplier of equipment and / or services from supporting more than one Applicant.

If an Applicant (or the Lead Member of a Consortium, or the Qualifying Member if the Applicant is a Consortium) uses projects from the entity that owns a controlling interest ("**Parent Company**") or an Affiliate to meet MER 1A and/or MER 1B requirements, the Parent Company or Affiliate must provide a signed letter. This letter must acknowledge the use of such projects and support the Applicant's (or Lead Member's or Qualifying Member's) pre-qualification. The letter should follow the format provided in Appendix 9A: Letter of Acknowledgement – MER 1A and/or MER 1B. Any requirements for guarantees from the Parent Company or Affiliates will be detailed in the RFP.

If an Applicant, after submission of SOQ, wishes to change its composition (by changing the Consortium Members, or by forming a Consortium with other members, and such change meaning including, but not limited to, removal, replacement and addition of any Consortium Member), shall be permitted provided that:

- ▶ no such changes are allowed between the SOQ Submission Deadline and announcement of the Pre-Qualified Bidders;
- ▶ the change proposed is, in the reasonable opinion of the Tender Committee, made in good faith by the Applicant;
- ▶ the Tender Committee has the necessary capacity and resources available, having regard to the requirements and procedures of applicable laws and regulations, to review and approve the change;
- ▶ the Tender Committee has confirmed that the change proposed complies with the qualification criteria of this RFQ and has provided, at its exclusive discretion, written approval to the change; and

- ▶ for any such change, the Tender Committee may request re-submission of the Applicant's SOQ.

### 4.3. Applicant Entities

#### Single Entity Applicant

If the Applicant applies as a single entity, the projects identified to satisfy the evaluation criteria must have been undertaken by such company, its Parent Company or an Affiliate.

The Applicant will become the Lead Member in this case and will be required to maintain more than 50% of the equity in the Project Company for a minimum of two years post COD.

After two years from COD, the Applicant shall not transfer any legal or beneficial ownership interest in the Project Company without the prior written consent of the MEWR, SCISPM and OJSC BT ( which consent shall not unreasonably be withheld or delayed), if after such a transfer such legal or beneficial ownership interest of the Applicant in the Project Company is expected to be 50% or less.

#### Consortium Applicant

Each Applicant applying as a Consortium should designate and authorize a Lead Member. If an Applicant is a Consortium, then it shall not have more than one (1) Lead Member and maximum four (4) Other Members of Consortium that participate in proposal ("**Other Members**"). The Lead Member will be required to maintain more than 50% of the equity in the Project Company for a minimum of two years post COD.

After two years from COD, the Lead Member shall not transfer any legal or beneficial ownership interest in the Project Company without the prior written consent of the MEWR, SCISPM, AMS and OJSC BT (which consent shall not unreasonably be withheld or delayed), if after such a transfer the such legal or beneficial ownership interest of the Lead Member in the Project Company is expected to be 50% or less.

#### Qualifying Member

In case of a Consortium, the projects identified to satisfy the evaluation criteria must have been undertaken by the Qualifying Members, subject to provision of clause 4.4. Each Qualifying Member will be a Consortium Member with at least 15% stake in the Consortium.

Each Qualifying Member will be required to maintain at least 15% equity shareholding for a minimum of two years post COD.

The Lead Member can also act as a Qualifying Member for purpose of Section 4.4

### 4.4. Qualification Criteria

The SOQ submitted by the Applicant will be evaluated based on the MERs summarized below. The Applicant should satisfy all the MERs listed below.

#### Minimum Eligibility Requirement 1A (MER 1A) – Renewables IPP Development Experience

The Applicant (or in case of a Consortium, at least one of the Qualifying Member) must demonstrate that it has at least the following experience in developing Renewables Independent Power Projects ("**Renewables IPPs**"):

- ▶ The reference Renewables IPPs shall be based on solar and/or onshore wind generation.
- ▶ Minimum two operational Renewables IPPs, with cumulative capacity of at least 500 MW; and



- ▶ At least two of the referenced Renewables IPPs should have a minimum capacity of 100 MW each.

For the Renewables IPP references that are provided for fulfilling MER 1A:

- ▶ All IPPs must have operated for at least 1-year post achieving commercial operations as on the SOQ Submission Deadline.
- ▶ At least one of the above IPPs should have been developed outside the home country of the Qualifying Member (home country is the country in which the largest proportion of the Qualifying Member's turnover arises).
- ▶ All IPPs should have commenced commercial operation within a 10-year period immediately preceding the SOQ Submission Deadline.
- ▶ Qualifying Member must have held a minimum of 25% direct or indirect shareholding in each Renewables IPP throughout the construction period up to the start of commercial operations.

The above information should be provided in the format mentioned in Technical Prequalification Form Sheets (Appendix 4: Technical Prequalification Form Sheets).

In case the Applicant is a Consortium, the Qualifying Members can accumulate reference IPPs to demonstrate that the Consortium satisfies the requirements of MER 1A (i.e., reference projects of a Qualifying Member of a Consortium can be accumulated with a reference project of another Qualifying Member for meeting MER 1A).

#### **Minimum Eligibility Requirement 1B (MER 1B) - Solar PV IPP Development Experience**

The Applicant (or in case of a Consortium, at least one of the Qualifying Member) must demonstrate that it has at least the following experience in developing Solar PV Independent Power Projects ("Solar PV IPPs"):

- ▶ Minimum two operational Solar PV IPPs, with cumulative capacity of at least 200 MW; and
- ▶ At least two of the referenced Solar PV IPPs should have a minimum capacity of 50 MW.

For the Solar PV IPP references that are provided for fulfilling MER 1B:

- ▶ All solar PV IPPs must have operated for at least 1-year post achieving commercial operations as on the SOQ Submission Deadline.
- ▶ All solar PV IPPs must have commenced commercial operation within a 10-year period immediately preceding the SOQ Submission Deadline.
- ▶ The Applicant (or in case of a Consortium, Qualifying Members) must have held a minimum of 25% direct or indirect shareholding in each Solar PV IPP throughout the construction period up to the start of commercial operations.

The above information should be provided in the format mentioned in Technical Prequalification Form Sheets (Appendix 4: Technical Prequalification Form Sheets).

In case the Applicant is a Consortium, the Qualifying Members can accumulate reference IPPs to demonstrate that the Consortium satisfies the requirements of MER 1B (i.e., reference projects of a Qualifying Member of a Consortium can be accumulated with a reference project of another Qualifying Member for meeting MER 1B).

The reference Solar PV IPPs provided for satisfying MER 1B can also be used as reference projects for MER 1A provided that they satisfy the requirements of MER 1A.

## Minimum Eligibility Requirement 2 (MER 2)

### ▶ *Single Entity Applicant*

- The Applicant is required to demonstrate a minimum net worth of US\$ 50MN (or the equivalent in another currency) for the financial year preceding the SOQ Submission Deadline.

### ▶ *Consortium Applicant*

- The Qualifying Members are required to demonstrate a minimum net worth of US\$ 50MN (or the equivalent in another currency) for the last financial year immediately preceding the SOQ Submission Deadline. The net worth calculation will be based on a weighted average, taking into account the equity stakes held by each of the Qualifying Members. A sample method for calculating the weighted average net worth is provided in Appendix 6: Net Worth Calculation for reference; and the Lead Member is required to demonstrate a minimum net worth of US\$ 40MN (or equivalent currency) for last financial year preceding the SOQ Submission Deadline.
- ▶ The above information should be provided in the format mentioned in Financial Form Sheets (Appendix 5: Financial Prequalification Form sheets).
- ▶ If the Lead Member or Qualifying Member is, or is majority owned or controlled by, an investment fund and, as a result, cannot satisfy the net worth requirement for the purpose of MER 2, then the net worth for the purpose of MER 2 shall be calculated as 20% of the irrevocable commitments that such investment fund has from its one or more Successful Bidders, provided:
  - a letter from the chief financial officer, chief investment officer or equivalent of the manager of such fund confirming the availability of an aggregate amount in uncommitted funds equal to the share of committed equity (including any stand-by equity arrangements in the financing plan) for the corresponding Lead Member or Qualifying Member in the Project to be firmly allocated to the Project in case of a successful Bid;
  - committing to inform the Tender Committee immediately upon such funds being allocated to another purpose; and
  - acknowledging the right of the Tender Committee to disqualify the relevant Applicant as a result of such reallocation.
- ▶ A sample calculation for the net worth requirement for investment fund is provided in Appendix 6: Net Worth Calculation for reference.
- ▶ Applicant (or Lead Member and / or Qualifying Members in case Applicant is a Consortium) can rely on Parent Company financials to meet MER 2. The Parent Company will be required to provide details as included in Section 5.6 and provide a duly signed letter stating its acknowledgement of the use of the financial credentials and its support for the Applicant's (or Lead Member's or Qualifying Member's in case Applicant is a Consortium) pre-qualification in the form included in Appendix 9B: Letter of Acknowledgement – MER 2.



#### 4.5. Disqualification Criteria

Notwithstanding anything contained in this RFQ, the Tender Committee may disqualify or reject an Applicant's SOQ at the Tender Committee's sole discretion, for the following reasons:

- ▶ Failure to comply with any of the requirements of the RFQ, including timelines, submission of required form sheets or any other requirements;
- ▶ Any misrepresentation, intentional non-disclosure or withholding of information in the SOQ;
- ▶ Any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, under applicable laws;
- ▶ Any effort, such as indication of prices, towards influencing the process of qualification or in relation to decision concerning the qualifications of Applicants;
- ▶ Failure to disclose additional information relating to the Applicant's experience, even upon reasonable request by the Tender Committee and such information being necessary in the Tender Committee's sole judgement to evaluate the Applicant's qualifications;
- ▶ Failure in reporting any material changes in information provided in the SOQ following submission thereof;
- ▶ The Applicant provides materially incorrect, false or misleading information as part or in connection with its SOQ;
- ▶ The Tender Committee determines that the Applicant or its (direct or indirect) shareholder(s) is / are prohibited from doing business with the Tender Committee or any other government entity on grounds which may include but are not limited to public policy or national interest;
- ▶ The Applicant has overdue debts (in a material amount) or significant contingent liabilities;
- ▶ The Applicant has gone bankrupt, has filed for bankruptcy / liquidation, or is being reorganized or wound up or its affairs are being administered by the court or it has entered into an arrangement with creditors or has suspended business activities;
- ▶ The Applicant has been convicted of an offence that concerns its professional misconduct in the course of its business or profession;
- ▶ The Applicant has, including any directors thereof, been convicted of a criminal offence in Tajikistan (or its country of incorporation / residence or any other countries where it operates) within the 5 (five) years prior to and ending on the SOQ Submission Deadline;
- ▶ The Applicant has a stake in the Advisors for this Project;
- ▶ Non-declaration of a Conflict of Interest or potential Conflict of Interest resulting from previous or existing contracts or relationships, which affects, or may affect, its potential participation in the Project;
- ▶ The Applicant is one with whom, in the 3 (three) years prior to and ending on the SOQ Submission Deadline, the Tender Committee have entered into a contract for some other purpose and later terminated the contract prior to the expiry of the contract due to an event of default on the part of the Applicant;
- ▶ The Applicant has been debarred or blacklisted by any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)), sanctions lists promulgated by the UN Security Council or its committees or any other recognized international sanctions lists; or
- ▶ The Applicant has been previously suspended, disqualified or debarred from a tender or other public procurement processes in Tajikistan or in connection with any WBG related project.

Where,

- ▶ In case the Applicant is a Consortium, any Consortium Member meeting the disqualification criteria will lead to disqualification of the Applicant;
  - ▶ Any Applicant or if an Applicant is a Consortium, any Consortium Member, which is a new company specifically incorporated for participating in the Project, the basis for disqualification shall be applicable to the shareholders of the new company rather than to the company itself.
- 

Private and Confidential

## 5. SOQ SUBMISSION REQUIREMENTS

### 5.1. Introduction

The SOQ should consist of following sections:

Table 3: SOQ submission requirements

Sections	Content	Form-Sheet Submission Requirement
Cover Letter	Submission Letter	Appendix 1: Submission Letter
Checklist	Submission Requirements Checklist	Appendix 2: Submission Requirements Checklist
Section One	Corporate Structure	Appendix 3: Corporate Structure Form Sheets
Section Two	Technical Capability	Appendix 4: Technical Prequalification Form Sheets
Section Three	Financial Capability	Appendix 5: Financial Prequalification Form sheets
Section Four	Legal Capability	-
Section Five	Additional Capability	-

### 5.2. Cover letter

Each SOQ shall be accompanied with:

- A submission letter in the format provided in Appendix 1: Submission Letter to certify the accuracy of the information provided as part of the SOQ by the Lead Member.

### 5.3. Submission Requirements Checklist

The Applicant shall provide the Submission Requirement Checklist in the format attached in Appendix 2: Submission Requirements Checklist. Section One: Corporate Structure.

The corporate structure section of the Statement of Qualifications (SOQ) must include the following information for the Applicant and, in the case of a Consortium, for each entity within the Consortium. Additionally, each Applicant applying as a Consortium should provide the information of the entity, which has been appointed as the Lead Member.

#### Contact Information

- ▶ Information of Lead Member of Applicant:
  - Contact person,
  - Registered address,
  - Telephone,
  - E-mail.
- ▶ Information of other Consortium Members:
  - Contact person,
  - Registered address,

- Telephone,
- E-mail.
- ▶ Regional company (if any):
  - Contact person,
  - Registered address,
  - Telephone,
  - E-mail.

The contact information to be provided in the form sheet as attached in Appendix 3: Corporate Structure Form Sheets.

### Summary Corporate Information

The following information should be provided for the Applicant (or each Consortium Member in case of a Consortium):

- ▶ Year established;
- ▶ Company profile (summary description) along with role of the company, i.e. Lead Member or other Consortium Members;
- ▶ Current market capitalization (if listed); and
- ▶ Current long term unsecured credit rating of the Applicant and Parent Company (if applicable) (S&P, Moody's, and Fitch), if available.

If a Parent Company or an Affiliate is bound to cover the financial responsibilities of an Applicant or Consortium Member, the above information should be provided for the covering entity as well.

The corporate information to be provided in the form sheet as attached in Appendix 3: Corporate Structure Form Sheets.

### Applicant Structure

This sub-section must contain the following:

- ▶ In the case of a Consortium, apportionment of roles and responsibilities within the Consortium, envisaged intra-member agreements and the degree to which a formal relationship exists among the entities within the Consortium at SOQ Submission Deadline;
- ▶ A description of the technical, operational and managerial resources available to entities identified in the relevant organization chart; and
- ▶ A description of the level of commitment presently displayed by envisaged O&M Contractors and/or EPC Contractors and/or equipment suppliers.

### 5.4. Section Two: Technical Capability

Each Applicant and, if the Applicant is a Consortium, the Lead Member and/or Qualifying Member(s), shall submit a comprehensive set of information regarding their experience and capability in project development ("**Technical Capability**").

Details of the above experience shall be based on eligible project references, as specified in the Section 4.4 of this document.

Such information shall include the project details as mentioned in Appendix 4: Technical Prequalification Form Sheets. Only the project references submitted in Appendix 4: Technical Prequalification Form Sheets will be considered for evaluation.

The Applicant must accompany the Form Sheets with verifiable and objective documentary evidence:

- ▶ With respect to the information specified in points I to VI, VIII, IX, X, and XIII under point 1 (Evidence of Experience as required in MER 1A) and point 2 (Evidence of Experience as required in MER 1B) of Appendix 4: Technical Prequalification Form Sheets, the documentary evidence can include a technical report or certificate issued by the independent engineer or a letter from the off-taker for the project certifying the information presented by the Applicant or any other documentary evidence acceptable to the Tender Committee at their sole discretion.
- ▶ With respect to the information specified in points VII, XI, and XII under point 1 (Evidence of Experience as required in MER 1A) and point 2 (Evidence of Experience as required in MER 1B) of Appendix 4: Technical Prequalification Form Sheets, the documentary evidence shall include an independently audited financial statements of the relevant project company or Applicant (or in case of Consortium, the relevant Consortium Member) or any other documentary evidence acceptable to the Tender Committee at their sole discretion.

Applicants are encouraged to include additional relevant documents to substantiate the information provided in the above-mentioned form sheets.

#### **5.5. Section Three: Financial Capability**

The Financial Capability section of the SOQ is set of information regarding Applicant's or Consortium financial wellbeing and capability in project ("**Financial Capability**") and must consist of the following in respect of the Applicant and in the case of a Consortium, each entity within the Consortium. If a parent company or an affiliate is bound to cover the financial responsibilities of an Applicant or Consortium Member, the above information should be provided for the covering entity as well.

Independently audited financial statements of the Applicant for the last three financial years immediately preceding the SOQ Submission Deadline. The financial statements shall include a consolidated balance sheet, consolidated income statement and consolidated cash flow statement.

- ▶ If applicable, details of Applicant's credit rating for the last three years; and
- ▶ The financial information to be provided in the form sheets as attached in Appendix 5: Financial Prequalification Form sheets.

#### **5.6. Section Four: Legal Capability**

##### **Requirements for Individual Applicants**

Individual Applicants are required to submit the following documents:

- ▶ Organizational structure, including shareholder and grouping structure and parent / holding company structure, if applicable. Details of shareholders holding more than 5% shares in the company together with supporting documents;
- ▶ Certified copies of Applicant's up-to-date constitutional documents (e.g. articles of association, charter or equivalent documents);
- ▶ Certified copies of a certificate of good standing, or registration in a company registry or an equivalent document from the jurisdiction of the Applicant's incorporation;
- ▶ Original / certified copies of appropriate shareholder / board resolutions or other such form of documentary evidence which is in compliance with the constitutional documents and internal governance procedures of the Applicant and/or a Consortium Member approving the submission of SOQ and related matters, including the appointment of an authorized signatory, and

- ▶ Duly notarized power of attorney which authorizes the signatory to sign on behalf of the Applicant. However, with respect to Applicants not registered in Tajikistan, such power of attorney shall also be duly apostilled/legalized.

The certification of documents listed above must be dated no earlier than 3 months prior to the SOQ Submission Deadline.

### **Requirements for the Consortium**

Each Consortium Member must submit the above listed documents (“**Legal Capability**”) as required for individual Applicants. In addition to the above, the Consortium is required to submit the following:

- ▶ A notarized power of attorney assigning rights and authorisations to the Lead Member’s authorized signatory to represent the Consortium. However, with respect to the power of attorneys issued by the Consortium Member not registered in Tajikistan, such power of attorney shall also be duly apostilled/legalized. The power of attorney should be provided in the format as attached in Appendix 7: Power of Attorney.

### **5.7. Section Five: Additional Capability**

Provided that the Minimum Eligibility Requirements specified in the RFQ are complied with, Applicants are free to submit any other information they feel would be useful to Tender Committee in respect of its evaluation of their corporate structure, organizational, technical or financial capability and experience.

Any additional information submitted pursuant to this section shall not exceed five (5) pages.

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## 6. GENERAL INSTRUCTIONS

### 6.1. Clarification and additional information request

The Applicant can raise queries and request clarifications in relation to this RFQ. Additional information or clarification in relation to the RFQ document raised by the Applicant must be submitted in writing to the e-mail addresses specified below:

**Ministry of Energy and Water Resources of Tajikistan:**

[mewrinvest@gmail.com](mailto:mewrinvest@gmail.com)

Advisors:

[SughdSPP.Tender@uz.ey.com](mailto:SughdSPP.Tender@uz.ey.com)

The Applicants can raise clarification or request additional information by the deadline mentioned in Section 1.4. Applicants must submit all clarifications and requests for additional information in the format provided in Appendix 8: Clarifications and Requests for Additional Information Template.

The accurate delivery/transmission of clarifications and requests for information will be the responsibility of the Applicant. The Tender Committee will share the clarifications, additional information, and amendments with all the Applicants without disclosing the source of request of clarification and additional information. The Tender Committee reserves the right not to respond to any clarifications or requests for information with respect to this RFQ.

### 6.2. Costs

Each Applicant shall bear all costs associated with its participation in the Tender and its assessment of this RFQ as well as preparation and submission of its SOQ including without limitation all costs and expenses related to preparation and submission to the Tender Committee of any queries and requests for clarification to the RFQ.

### 6.3. Further Information

At any time before the SOQ Submission Deadline, the Tender Committee may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, make amendments and/or corrections to the RFQ through the issuance of an addendum and/or corrigendum respectively.

The Applicants will be notified through e-mail whenever an addendum or corrigendum is issued.

The RFQ as amended or corrected by an addendum or corrigendum will be deemed to be the applicable documentation for purposes of the RFQ stage.

The Tender Committee shall ensure that there is a period of at least thirty (30) Days between the issuance of an addendum or corrigendum and the SOQ Submission Deadline, and shall extend the SOQ Submission Deadline accordingly.

### 6.4. Submission of the SOQ

All Applicants must submit one (1) original (marked as 'original') and one (1) copy of the SOQ as hardcopy submissions one (1) full and complete copy of the SOQ to the VDR by not later than 12 noon Dushanbe Time on the SOQ Submission Deadline.

The SOQ submission shall be addressed to the following address:

**Attention for Tender Committee**



**State Committee on Investment and State Property Management of the Republic of Tajikistan**

**The Republic of Tajikistan, 734000, Dushanbe, Shotemur str., 27.**

It is the sole responsibility of the Applicant to ensure that its SOQ is delivered to the above address and is uploaded to the VDR by the stated deadline.

Applicants shall note that Tender Committee has specifically allocated 2 months for the RFQ stage so that Applicants have enough time to prepare and deliver their hard-copy SOQs in accordance with the requirements of this RFQ document.

Applicants shall ensure the capability of the international courier services and shall need to (i) check the courier's updated timelines for international deliveries and (ii) dispatch the SOQ in good time before the SOQ Submission Deadline. Applicants are advised that they are fully responsible for late delivery of the SOQ by their courier service providers.

The Tender Committee may, in its discretion, extend the SOQ Submission Deadline by issuing an addendum or corrigendum to all Applicants.

All Applicants are required to execute the NDA in order to access the VDR. The NDA shall take effect on the date of its execution and delivery by its signatories as specified in the NDA. Notwithstanding the foregoing, access to and use of the information uploaded to the VDR by any Applicant and/or its representatives, executives, employees, subcontractors, advisors and consultants shall be construed as a consent, acceptance, execution and delivery of the NDA regardless of signature and/or delivery.

Tender Committee will provide VDR access to the Applicants prior to the SOQ Submission Deadline. The Applicants will be informed well in advance with the details of the VDR allowing sufficient time to upload the SOQ submission on the VDR.

The electronic and hard copies submitted by the Applicants must be clearly ordered and indexed.

SOQ may be modified or withdrawn by the Applicant after submission by sending a written notice to the Tender Committee if such notice is received by the Tender Committee prior to the SOQ Submission Deadline. Any notice on SOQ modification or withdrawal received subsequent to the SOQ Submission Deadline will not be considered by the Tender Committee.

In case the Applicant withdraws from the Tender process, whether formally or informally, access to the VDR for such Applicant will be terminated.

**6.5. Format and Signing of the SOQ**

- ▶ All application forms are to be typed; thereby handwritten forms will not be considered.
- ▶ All sections and sub-sections of the SOQ submission will adhere to the following font and spacing requirements (except the form-sheets, which will follow the format included in the Appendices):
  - Font: Arial / Franklin Gothic Medium, size 11;
  - Line spacing: 1.0.
- ▶ All submissions should be in extractable pdf or Microsoft Word 2007 (or later formats).
- ▶ All application must be signed and sealed by the Applicant (or the Lead Member in case of a Consortium).



## **6.6. Sealing and Marking of the SOQ Submission**

SOQs that will be submitted to the Tender Committee should be packed in an envelope or a box and should have the following information marked on the rear:

- ▶ Statement of Qualification for the 200 MW Solar Project in Sughd region, Republic of Tajikistan
- ▶ From [Applicant Contact Person and Applicant Name]
- ▶ Address
- ▶ Telephone Number
- ▶ E-Mail Address

## **6.7. Language**

Applicants must ensure that all the materials that form part of the SOQ submission shall be in English. Wherever documents are in a language other than English, a certified English translation of the document shall be included as part of the submission. In case, any inconsistency should arise between the English and non-English versions of the document, the English version shall prevail. All documents except documentary evidence for technical pre-qualification as set out in Section 5.5, audited financial statements as set out in Section 5.6, and Applicant's up-to-date constitutional documents as set out in Section 5.7 must also be translated to Russian for a proper evaluation.

The Tender Committee may issue a Russian translation of this RFQ for reference purposes only. In case of discrepancies or disagreements between translations of this RFQ into Russian, this English version of the RFQ shall prevail.

## **6.8. Law**

The RFQ stage and SOQ submissions shall be governed by and construed in accordance with the laws of Tajikistan and the courts of Tajikistan shall have exclusive jurisdiction over all disputes arising out of or in connection with the RFQ.

## **6.9. Ownership of SOQ**

After the submission of the SOQ and all copies, the same shall become the absolute property of the Tender Committee. The Tender Committee shall be entitled to copy and/or reproduce the same and distribute to appropriate third parties, as required in connection with the Project and/or as required by applicable law.

The Tender Committee will not return any SOQ or documents related to any SOQ submitted by an Applicant.

## **6.10. Variation or Cancellation of Tender Process**

Notwithstanding any other provision of this RFQ, the Tender Committee reserves the right, at its absolute discretion, at any stage and without prior notice, to change the structure and timing of the Tender process, to amend the information contained in the RFQ or to terminate the Tender process itself at any time and for any reason without incurring any liability in respect thereof.

The Tender process shall stand cancelled if the number of SOQs received by the SOQ Submission Deadline is less than two (2). In such a scenario, the Tender Committee may re-launch the RFQ process, modifying the qualification requirements as required and/or may undertake other actions as permitted under the laws of Tajikistan.

### **6.11. SOQ Opening**

The Tender Committee shall open the SOQs post the SOQ Submission Deadline. SOQs submitted post the stated deadline will not be considered for the RFQ process. The list of the Applicants who have submitted SOQs will be publicly declared and published on the relevant website by the Tender Committee.

### **6.12. Clarification Requests by the Tender Committee**

In the course of the SOQ evaluation, the Tender Committee may at its sole discretion request a written clarification and/or supplementary information from an Applicant relating to its SOQ. Whenever such request is made, the Applicant shall provide to the Tender Committee the required clarification and/or information within the time specified in the request of the Tender Committee.

The Tender Committee reserves the right to verify and clarify all documents, statements, references and documents submitted by the Applicant in response to this RFQ.

### **6.13. Responsibility of Applicant**

Applicants shall be responsible for understanding all matters pertaining to the Project. Failure to do so will be at the Applicant's sole risk and no relief will be given for errors or omissions by an Applicant or the Tender Committee.

### **6.14. Notification of Evaluation Results**

Notification of prequalification will be released publicly on the MEWR's<sup>2</sup> and SCISPM's<sup>3</sup> official webpages by the Tender Committee. The Tender Committee reserves the right to prequalify an Applicant, reject a SOQ submission or terminate an Applicant's further participation, at its sole discretion. The decision of the Tender Committee on the list of Pre-Qualified Bidders will be considered final and binding.

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<sup>2</sup> <https://www.mewr.tj/>

<sup>3</sup> <https://investcom.tj/tenders.html>

## 7. SUBSEQUENT BID PROCESS

### 7.1. Request for Proposal (RFP)

After releasing the list of Pre-Qualified Bidders, the Tender Committee will issue an RFP to all the Bidders in the list. The RFP will include the following information:

- ▶ General Instruction to Bidders (“ITB”);
- ▶ Draft Project Agreements;
- ▶ Minimum Functional Specification; and
- ▶ Bid form sheets.

The ITB section of the RFP will outline the submission process and the format of the Bids required by the Tender Committee.

### 7.2. Site Visit and Pre-Bid Conference

After release of the RFP, the Pre-Qualified Bidders may be invited to:

- ▶ Attend Bidder’s conference to respond to any queries and clarifications; and
- ▶ Site visit with relevant member from the Tender Committee. The ITB section of the RFP will provide further details.

### 7.3. Evaluation and Announcement of Successful Bidder and Reserve Winning Bidder

The Tender Committee will evaluate the Bids received from the Bidders against the evaluation criteria, to be outlined as part of the RFP. The evaluation will be entirely at the discretion of the Tender Committee following the processes, procedures and the qualification criteria outlined in the RFP.

Post evaluation, the Tender Committee will notify the Successful Bidder, Reserve Winning Bidder and other Bidders of the outcome of the Tender process. The decision of Tender Committee on the selection of Successful Bidder will be considered final and binding.

After selecting the Successful Bidder, the Project Agreements will be finalized and executed with Successful Bidder. The Tender Committee reserves the right to award the Project to the Reserved Winning Bidder in case the Successful Bidder delays the signing of the Project Agreements or delays financial close beyond the date specified in the RFP. If the Reserved Winning Bidder also declines / fails / delays the execution of Project Agreements, the Tender Committee reserves the right to retender the Project.

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## APPENDIX 1: Submission Letter

Capitalized terms defined in the RFQ shall have the same meaning when used in this submission letter unless otherwise stated.

[on company letterhead]

(in case of a Consortium, this letter should be submitted on the letter head of Lead Member of the Consortium)

Attention for Tender Committee

xx

[Date]

Dear Sirs

We, the undersigned:

Last Name:

First Name:

Title:

of [*Name of Company*], acting as the legal representative of [*Applicant*], hereby certify, represent, warrant and agree, on behalf of [*Applicant*] that:

1. This Submission Letter, along with all documentation submitted herewith, forms our Statement of Qualification (“**SOQ**”), which is being submitted in response to the Request for Qualification (“**RFQ**”) dated [MM.DD.YY] for participation in the 200 MW Solar Project, issued by Tender Committee. All capitalized terms used herein have the same meaning as in the RFQ.
2. We certify that: (i) the information submitted as part of this SOQ is complete, accurate and true and does not omit any information, which might make the information contained in the SOQ misleading in any material respect and (ii) we accept the documents, terms and conditions set out in the RFQ.
3. We certify that all documents submitted as part of this SOQ are true copies of their respective originals.
4. We fully understand the RFQ, and acknowledge that Tender Committee is not obligated to accept our SOQ and may at any time reject our SOQ or cancel the pre-qualification process in their sole discretion.
5. We understand and accept that the Tender Committee and any of its members shall not be liable to any Applicant for any omission, mistake, error, assumption, statement or information

contained in this RFQ and in any other written or oral communication transmitted to the Applicant or arising in any way from participating in the Tender process.

6. We fully release and discharge Tender Committee, their consultants, advisors (including Advisors) and personnel, completely and unconditionally from any responsibility or liability for the decisions that may be made with respect to our SOQ and that Tender Committee, its consultants, advisors (including Advisors) and personnel shall not be liable for any such actions and shall be under no obligation to inform any Applicant of the grounds for them.
7. We accept the right of the Tender Committee to change the structure and timing of the Tender process, to amend the information contained in the RFQ or to terminate the Tender process itself at any time and for any reason without incurring any liability in respect thereof.
8. We waive to the fullest extent of the law, our right to seek and obtain a court injunction or restraining order against the Tender Committee and any of its members to prevent or restrain the RFQ stage of the Tender process, the holding of the RFP stage of the Tender process, the award of the PPA or any proceedings related thereto.
9. [We confirm that we are not aware of any situation constituting a Conflict of Interest or which could potentially give rise to such a Conflict of Interest in connection with this Project.] OR [We have identified a Conflict of Interest in connection with this Project and the nature and details of this conflict are set out below.]
10. We confirm that we shall inform the Tender Committee immediately if, upon submission of the SOQ, any change in facts or circumstances may mean we would be ineligible or disqualified from the Tender process in accordance with the terms of the RFQ,
11. Tender Committee and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this SOQ, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this SOQ or with regard to the resources, experience and competence of the Applicant(s).

Key Contact Person:

Name:

Title:

Address:

Telephone Number:

E-mail Address:

In [*Location*], on this [*Date*]

Signature: \_\_\_\_\_

Private and Confidential

**APPENDIX 2: Submission Requirements Checklist**

Name of Leading Member/Applicant: \_\_\_\_\_

The check list below shall be completed by the Applicant and, in the case of a Consortium, by the Leading Member.

No.	Funding Request Item	Reference	If the Applicant is a Consortium, item to be submitted by	Item submitted (YES / NO)
1	Submission Letter	Appendix 1	Leading Member	[ ]
2	Submission Requirements Checklist	Appendix 2	Leading Member	[ ]
3	Corporate Structure Form Sheets	Appendix 3	Each Consortium Member separately	[ ]
4	Technical Prequalification Form Sheets	Appendix 4	Each Consortium Member separately	[ ]
5	Financial Prequalification Form Sheets	Appendix 5	Each Consortium Member separately	[ ]
6	Power of Attorney	Appendix 7	Each Consortium Member separately	[ ]
7	Legal Capability	See section 5.7	Each Consortium Member separately	[ ]
8	Additional Capability	See section 5.8	Leading Member	[ ]

Signature

Name:

Title:

### APPENDIX 3: Corporate Structure Form Sheets

**Particulars of the Applicant** (in case Applicant is a Consortium, each Consortium Member shall submit this Part A of Appendix 3: Corporate Structure Form Sheets on their respective letter heads)

Requirements	Responses
Name of Applicant / Consortium Member:	
Country of incorporation or registration:	
Date of incorporation or registration:	
Company/ business registration number (if any):	
Registered Office: (a) Name of Contact Person (b) Address (c) Telephone Number (d) Contact e-mail address	
Regional Office (if applicable): (e) Name of Contact Person (f) Address (g) Telephone Number (h) Contact e-mail address	
Shareholders or owners:	
Ultimate Parent Company or owner:  (being the person who ultimately, directly or indirectly, controls the Applicant/ Consortium Member)	
Company Profile (Short Description)	
Market Capitalization (If listed)	
Long Term Unsecured Company Credit Rating (S&P, Moody's, Fitch)	
Long Term Unsecured Parent Company Credit Rating (S&P, Moody's, Fitch)	



## B. Business Structure in the case of a Consortium

	Name of Consortium Member	Lead Member Yes/No	Equity Shareholding (%) (in the Consortium if appointed as Successful Bidder)
Lead Member			
Consortium Member 1			
Consortium Member 2			
Consortium Member 3			
Consortium Member 4			
Required attachments to this form:		A copy of the consortium agreement, joint venture agreement, memorandum, or equivalent contract	

## APPENDIX 4: Technical Prequalification Form Sheets

Capitalized terms defined in the RFQ shall have the same meaning when used in the table below unless otherwise stated.

*Note: In case the Applicant is a Consortium, Lead Member and / or Qualifying Member providing evidence for meeting MER 1A or MER 1B on behalf of the Consortium shall submit this form on its company letterheads*

### 1. Evidence of Experience as required in MER 1A

<p>Name of the entity providing the project credential: <i>[Applicant Input]</i></p> <p>Role in the project: <i>[Applicant Input]</i></p> <p>Relationship of entity to Applicant (single-company Applicant, member of Developer Consortium, Parent Company or Affiliate of Developer Consortium): <i>[Applicant Input]</i></p>	<p>I. Name of project: <i>[Applicant Input]</i></p> <p>II. Location: <i>[Applicant Input]</i></p> <p>III. Description: <i>[Applicant Input]</i></p> <p>IV. Technology: <i>[Applicant Input]</i></p> <p>V. Installed capacity: <i>[Applicant Input]</i></p> <p>VI. Total Project Cost in USD or USD equivalent <i>[Applicant Input]</i></p> <p>VII. Key stakeholders in the project (i.e. sponsors, lenders, EPC contractor, O&amp;M contractor, power purchaser, any other entity) <i>[Applicant Input]</i></p> <p>VIII. PPA signing date: <i>[Applicant Input]</i></p> <p>IX. Reference Project COD (along with a certified copy of commissioning of the project from the off-taker):</p>
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	<p><i>[Applicant Input]</i></p> <p>X. Applicant’s role in the reference project (in case of Consortium, the relevant Consortium Member):</p> <p><i>[Applicant Input]</i></p> <p>XI. Applicant’s percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at the time of PPA signing:</p> <p><i>[Applicant Input]</i></p> <p>XII. Applicant’s percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at COD:</p> <p><i>[Applicant Input]</i></p> <p>XIII. Project is in operation for at least one (1) year post COD (Yes / No):</p> <p><i>[Applicant Input]</i></p>
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1. Evidence of Experience as required in MER 1B

<p>Name of the entity providing the project credential:</p> <p><i>[Applicant Input]</i></p> <p>Role in the project:</p> <p><i>[Applicant Input]</i></p> <p>Relationship of entity to Applicant (single-company Applicant, member of Developer Consortium, Parent Company or Affiliate of Developer Consortium):</p> <p><i>[Applicant Input]</i></p>	<p>I. Name of project:</p> <p><i>[Applicant Input]</i></p> <p>II. Location:</p> <p><i>[Applicant Input]</i></p> <p>III. Description:</p> <p><i>[Applicant Input]</i></p> <p>IV. Technology:</p> <p><i>[Applicant Input]</i></p> <p>V. Installed capacity:</p> <p><i>[Applicant Input]</i></p>
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	<p>VI. Total Project Cost in USD or USD equivalent</p> <p><i>[Applicant Input]</i></p> <p>VII. Key stakeholders in the project (i.e. sponsors, lenders, EPC contractor, O&amp;M contractor, power purchaser, any other entity)</p> <p><i>[Applicant Input]</i></p> <p>VIII. PPA signing date:</p> <p><i>[Applicant Input]</i></p> <p>IX. Reference Project COD (along with a certified copy of commissioning of the project from the off-taker):</p> <p><i>[Applicant Input]</i></p> <p>X. Applicant's role in the reference project (in case of Consortium, the relevant Consortium Member):</p> <p><i>[Applicant Input]</i></p> <p>XI. Applicant's percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at the time of PPA signing:</p> <p><i>[Applicant Input]</i></p> <p>XII. Applicant's percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at the COD:</p> <p><i>[Applicant Input]</i></p> <p>XIII. Project is in operation for at least one (1) year post COD (Yes / No):</p> <p><i>[Applicant Input]</i></p>
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The Applicant is expected to include additional rows for demonstrating additional project experience.

## APPENDIX 5: Financial Prequalification Form Sheets

(in case of a Consortium, each Consortium Member shall submit this form-sheet on their respective company letter heads)

Requirements	Responses
% of equity proposed to be subscribed in the Project Company.	
Details of funds available to support equity investment as required.	
3 year historical audited financial statements attached (Y / N).	
Details of any material change in the financial or trading position or material post balance sheet event.	
Confirmation that no significant merger, change in ownership, share or business acquisition or disposal, or joint venture or partnership arrangement, which may have a material effect on the financial or technical abilities of the Applicant, has taken place and is not otherwise disclosed.	
Current and three (3) year historic long-term credit ratings for the ultimate providers of equity by Standard and Poor's, Moody's or Fitch, if applicable	
Other relevant information	

**Summary of Applicant's Financial Statements**

(in case of a Consortium, Lead Members and Qualifying Members of the Consortium shall submit this form on their respective company letter heads)

Details	[ Year 1 ]	[ Year 2 ]	[ Year 3 ]
Current assets			
Cash and cash equivalents			
Other current assets			
Fixed assets			
Other assets			
Total assets (a)			
Current liabilities			
Long-term liabilities			
Other liabilities			
Total liabilities (b)			
Net worth ((a) – (b))			
Shareholder's equity			
Paid up capital			
Retained earnings			
Others			
Other reserves			
Currency conversion rate			

In case the reporting currency in the financial statements is not US\$, conversion rate prevailing on end of each financial year shall be used. The rate used shall be the midpoint rate listed on the respective central bank's public website, which must be specified in the last row as requested.

## APPENDIX 6: Net Worth Calculation

### Sample net worth calculation in case each Consortium Members are not an investment fund.

- Please see below sample calculation of the weighted average net worth for a Consortium with:
- Lead Member has net worth of US\$ 50 MN and 51% stake in the Consortium;
- Qualifying Member 2 has net worth of US\$ 80 MN and 25% stake in the Consortium;
- Qualifying Member 3 has net worth of US\$ 90 MN and 16% stake in the Consortium; and
- Member 4 has net worth of US\$ 95 MN and 8% stake in the Consortium.

Consortium Members	Equity shareholding	Net worth of each Consortium Member	Weighted average net worth	Comments
Lead Member / Qualifying Member 1	51%	150	$(51\% / 92\%) \times 150$	Net worth of the Lead Member, Qualifying Member 2 and 3 are considered in the weighted average based on their proportionate stake
Qualifying Member 2	25%	80	$(25\% / 92\%) \times 80$	
Qualifying Member 3	16%	90	$(16\% / 92\%) \times 90$	
Member 4	8%	95	Not Counted	Not counted as the member is not a Qualifying Member
Net worth for purpose of MER 2			121	Consortium qualifies the criteria

### Sample net worth calculation in case Lead Member and / or Qualifying Member are / is investment fund.

- Please see below sample calculation of the weighted average net worth for a Consortium with:
- Lead Member is an investment fund with irrevocable commitments of US\$ 200 MN and 51% stake in the Consortium;
- Qualifying Member 2 is an investment fund with irrevocable commitments of US\$ 100 MN and 25% stake in the Consortium;
- Qualifying Member 3 has net worth of US\$ 90 MN and 16% stake in the Consortium; and
- Member 4 has net worth of US\$ 95 MN and 8% stake in the Consortium.

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Consortium Members	Equity shareholding	Net worth of each Consortium Member	Irrevocable commitments in case a Consortium Member is an investment fund	Weighted average net worth	Comments
Lead Member / Qualifying Member 1	51%	Not applicable	200	$(51\% / 92\%) \times (20\% \times 200)$	Net worth of the Lead Member and Qualifying Member 2 is calculated as 20% of irrevocable commitments of their respective Successful Bidders
Qualifying Member 2	25%	Not applicable	100	$(25\% / 92\%) \times (20\% \times 100)$	
Qualifying Member 3	16%	90	Not applicable	$(16\% / 92\%) \times 90$	
Member 4	8%	95	Not applicable	Not Counted	Not counted as the member is not a Qualifying Member
Net worth for purpose of MER 2				43	Consortium qualifies the criteria



## APPENDIX 7: Power of Attorney

### Power of Attorney for the Lead Member

*(in case of a Consortium, each Consortium Member shall submit this form-sheet on their respective company letter heads)*

*In relation to the 200 MW Solar Power Plant in Bobojon Gafurov District of Sughd Region, Republic of Tajikistan and the Request for Qualification ("RFQ") issued in connection therewith.*

Capitalized terms defined in the RFQ shall have the same meaning when used in this power of attorney unless otherwise stated.

We, *[Names and Address of Consortium Members]* do hereby irrevocably appoint and authorize:

*[Name of the Lead Member]* (the "**Lead Member**") and its representative *[Name of the authorized representative]* to represent each of us individually and all of us collectively as Consortium Members in *[Name of the Applicant]* (the "**Applicant**" or the "**Consortium**") and to do in the name and on behalf of each of us individually and all of us collectively as Consortium Members all deeds, matters, acts and things required in connection with the Tender process, including but not limited to:

1. representing the Consortium Members and dealing with the Tender Committee in all matters in connection with the Project including signing and execution of all undertakings, applications, proposals, Bids, contracts relating to the Project including the Project Agreements;
2. participating in any conferences conducted during the Tender process;
3. providing information and responses to the Tender Committee as well as submitting requests for clarification to the Tender Committee.

We hereby agree to ratify and confirm and do hereby ratify and confirm all deeds, matters, acts and things lawfully done or caused to be done by the Lead Member and the authorized representative pursuant to and in exercise of the powers conferred by this power of attorney and that all deeds, matters, acts and things done by the Lead Member and the authorized representative in exercise of the authority hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF**, this power of attorney has been executed by:

Signature: \_\_\_\_\_

[Apostille]

## APPENDIX 8: Clarifications And Requests For Additional Information Template

Capitalized terms defined in the RFQ shall have the same meaning when used in this template unless otherwise stated.

Clarifications and requests for additional information in respect of the RFQ issued for the 200 MW Solar Project in Tajikistan.

Date of submission:		[Date of submission]	
Applicant:		[Name of Applicant]	
Ref. No.	Section of RFQ	Query/ request for clarification/ suggestion for consideration	Proposed drafting amendment (if any)

## APPENDIX 9A: Letter of Acknowledgement – Mer 1a And / Or Mer 1b

Capitalized terms defined in the RFQ shall have the same meaning when used in this letter of acknowledgement unless otherwise stated.

*[on company letterhead]*

Attention for Tender Committee

xx

[Date]

Title: Letter of Acknowledgement in respect of Request for Qualification (“RFQ”)

Dear Sirs

We, *[Name of the Parent Company / Affiliate]*, as the Parent Company / Affiliate of *[Name of the Applicant/ Consortium Member]* hereby acknowledge the use of the following projects as reference projects to meet the MER 1A and / or MER 1B under the RFQ:

Project Details	
I.	Name of project: <i>[Parent Company / Affiliate Input]</i>
II.	Location: <i>[Parent Company / Affiliate Input]</i>
III.	Description: <i>[Parent Company / Affiliate Input]</i>
IV.	Technology: <i>[Parent Company / Affiliate Input]</i>
V.	Installed capacity: <i>[Parent Company / Affiliate Input]</i>
VI.	Total Project Cost in US\$ or US\$ equivalent <i>[Parent Company / Affiliate Input]</i>
VII.	Identity of key stakeholders in the project (i.e. sponsors, lenders, EPC contractor, O&M contractor, power purchaser, any other entity) <i>[Parent Company / Affiliate Input]</i>

VIII.	PPA signing date: [Parent Company / Affiliate Input]
IX.	Commercial operation date: [Parent Company / Affiliate Input]
X.	Applicant's role in the reference project (in case of Consortium, the relevant Consortium Member): [Parent Company / Affiliate Input]
XI.	Applicant's percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at the time of PPA signing: [Parent Company / Affiliate Input]
XII.	Applicant's percentage holding in the reference project (in case of Consortium, the relevant Consortium Member) at commercial operation date: [Parent Company / Affiliate Input]
XIII.	Project is in operation for at least one (1) year post commercial operation date (Yes / No): [Parent Company / Affiliate Input]

We hereby confirm our support for [Name of the Applicant/ Consortium Member]'s pre-qualification.

In [Location], on this [Date]

By:

Title:

Signature: \_\_\_\_\_

**APPENDIX 9B: Letter of Acknowledgement – Mer 2**

Capitalized terms defined in the RFQ shall have the same meaning when used in this letter of acknowledgement unless otherwise stated.

*[on the letterhead of the Applicant]*

Attention for Tender Committee

xx

[Date]

Title: Letter of Acknowledgement in respect of Request for Qualification (“RFQ”)

Dear Sirs

We, *[Name of the Parent Company]*, as the Parent Company of *[Name of the Applicant/ Consortium Member]* hereby acknowledge the use of the following financial credentials to meet MER 2 under the RFQ:

Details	[ Year 1 ]	[ Year 2 ]	[ Year 3 ]
Current assets			
Cash and cash equivalents			
Other current assets			
Fixed assets			
Other assets			
Total assets (a)			
Current liabilities			
Long-term liabilities			
Other liabilities			
Total liabilities (b)			
Net worth ((a) – (b))			
Shareholder’s equity			
Paid up capital			
Retained earnings			
Others			
Other reserves			
Currency conversion rate <sup>5</sup>			

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We hereby confirm our support for [*Name of the Applicant/ Consortium Member*]'s pre-qualification.

In [*Location*], on this [*Date*]

By:

Title:

Signature: \_\_\_\_\_

Private and Confidential

## APPENDIX 10: Form of NDA

*[on letterhead of the Applicant]*

### Non-Disclosure Agreement

*[in case of a Consortium, each member of the Consortium shall submit this agreement on the company letterhead of the respective Consortium Member. If additional members are added to the Consortium, such member shall submit this agreement as soon as it is admitted to the Consortium and certainly before the SOQ submission.]*

[Date]

[Location]

#### Non-Disclosure Agreement in respect of the tender process for the Project

This Agreement is made by and between:

- I. The Applicant whose name, identity and the name of a duly authorized legal representative appear on the signature page of this Agreement (“**Receiving Party**”); on the one hand, and
- II. The Ministry of Energy and Water Resources of the Republic of Tajikistan (“**MEWR**”) and the State Committee on Investments and State Property Management (“**SCISPM**”) (together, “**Public Authorities**”), on the other hand,

I, and II, together, the parties (“**Parties**”);

in relation to the tender process for the right to design, build, finance, and maintain a 200 MW solar power plant in Bobojon Gafurov District of Sughd Region, Republic of Tajikistan (“**Project**”). The Parties have agreed as follows:

1. In consideration of the Public Authorities providing the Receiving Party through the Tender Committee (a committee formed to act as the decision-making entity for the tender process of this Project), (“**Tender Committee**”) and its advisors and professional consultants, the Request for Qualification (“**RFQ**”) for the Project and the Request for Proposal (“**RFP**”), in the event the Receiving Party is pre-qualified, it accepts and undertakes the obligations related to the non-disclosure of the Confidential Information (as defined in Clause 15 below) in accordance with the terms hereof.
2. The Receiving Party undertakes to keep all Confidential Information (as defined in Clause 15 below) confidential and, save to the extent expressly provided hereunder, to not disclose Confidential Information to any other party, provided that the Receiving Party may disclose Confidential Information if required (and only to the extent required) by applicable law (in which case we shall use best efforts to minimize the nature of the disclosure and inform the Tender Committee of our obligations to disclose any such information). The Receiving Party shall ensure that all Confidential Information is protected by security measures and is properly protected against theft, damage, loss and unauthorized access. The Receiving Party shall use any Confidential Information disclosed to it for the sole purpose of preparing its Statement of Qualification (“**SOQ**”) in response to the RFQ and / or Bid (a pre-qualified bidder’s offer in response to the RFP (“**Bid**”).

3. The Parties agree that the Receiving Party shall not, without the Tender Committee's prior written consent, disclose any Confidential Information to any party nor make any commercial use thereof. The Receiving Party may disclose such Confidential Information to its affiliates, potential suppliers, potential partners, subcontractors, advisors, financial institutions and consultants (“**Associates**”) to the extent such disclosure is necessary to enable the Receiving Party to prepare Receiving Party’s SOQ or Bid. The Receiving Party shall obtain a written commitment to maintain such Confidential Information in confidence from any Associate on terms consistent with and at least as stringent as the terms of this Non-Disclosure Agreement prior to sharing the Confidential Information. Receiving Party shall inform the Public Authorities immediately if it becomes aware that any Confidential Information has been disclosed to or come to the knowledge of an unauthorized third party.
4. Receiving Party undertakes to limit internal disclosure of Confidential Information to those of its employees and executives who require it in order to prepare the Receiving Party’s SOQ or Bid, but only to the extent such person is required to receive any Confidential Information and is bound by confidentiality terms consistent with and at least as stringent as the terms of this Non-Disclosure Agreement.
5. The Parties agree that the Receiving Party shall not copy Confidential Information unless authorized by the Tender Committee in writing, and if not shortlisted, or if it elects not to submit an SOQ or submit a Bid, upon request from the Tender Committee, to promptly return all documents and destroy all copies thereof in a manner satisfactory to the Tender Committee. The Receiving Party undertakes to destroy all documents which would have been prepared using any Confidential Information and confirm in writing, to the Tender Committee. The Receiving Party may store Confidential Information to the extent required by applicable law in which case the Receiving Party shall use best efforts to minimize the nature of its obligation to store and inform the Tender Committee of the Receiving Party’s obligation to store any such information.
6. The Receiving Party undertakes that prior to making any publicity release or other announcement incorporating Confidential Information, the Receiving Party will obtain written approval of Tender Committee for each release or announcement. The Receiving Party further undertakes to not make general disclosures to others concerning the general nature of the Project.
7. The Receiving Party undertakes to indemnify the Tender Committee for any losses, claims, demands, liabilities, and expenses of whatever nature arising out of a breach of the obligations under or in connection with this Non-Disclosure Agreement.
8. This Non-Disclosure Agreement shall take effect on the date of execution and delivery of this Non-Disclosure Agreement by the Parties. Except as otherwise agreed between the Parties, this Non-Disclosure Agreement shall remain in effect until the earlier of (i) the execution of the Power Purchase Agreement in connection with the Project, and (ii) three years from the date of execution of this Non-Disclosure Agreement.
9. This Non-Disclosure Agreement sets out the full extent of the Receiving Party’s obligations of confidentiality owed to the Public Authorities in relation to the subject of this Non-Disclosure Agreement. No failure or delay in exercising any right, power or privilege hereunder will be construed as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges hereunder. The terms of this Non-Disclosure Agreement and the Receiving Party’s



obligations hereunder may only be amended or modified by written agreement between the Parties.

10. The Receiving Party shall not assign nor otherwise transfer any interest in this Non-Disclosure Agreement without the Tender Committee's prior written consent. Any purported assignment without such consent shall be null and void.
11. The Receiving Party agrees that the disclosure of information or data hereunder is not intended to grant nor shall be construed as granting any title, rights or licenses in or under any patent, copyright or any other intellectual property right whatsoever to the Receiving Party, other than the right to use such information or data for the purpose strictly as authorized herein.
12. This Non-Disclosure Agreement and any non-contractual obligations arising out of or in relation to it shall be governed by laws of Tajikistan. The Parties agree to submit any disputes arising out or in connection with this Non-Disclosure Agreement to the non-exclusive jurisdiction of the Tajikistan courts.
13. The invalidity, illegality or unenforceability of any provision of this Non-Disclosure Agreement does not affect the continuation in force of the remainder of this Non-Disclosure Agreement.
14. The Parties agree that the use of Virtual Data Room ("VDR") (as defined in Clause 16 below), for receiving information as part of the tender process and for the purpose of responding to RFQ and RFP is subject to the following terms and conditions:
  - i. The Parties agree that the Tender Committee may share the RFQ, RFP and any responses to clarifications raised by the bidders (including the Receiving Party, as the case may be) through the VDR.
  - ii. The Parties agree that the Tender Committee may require the Receiving Party to submit the SOQ and the Bid through the VDR and the Receiving Party shall abide by such instructions.
  - iii. The Parties agree that no representation or warranty (whether express or implied) is given and no responsibility or liability is accepted by the Public Authorities as to the accuracy or completeness of the information disclosed in the VDR or otherwise. The Receiving Party acknowledges and accepts that neither Public Authorities, nor the Tender Committee nor their respective representatives or professional advisers, nor any of their respective officers, members, employees or agents accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the information provided in the VDR or accepts any responsibility or liability for technical issues affecting the VDR service outsourced to a third-party provider;
  - iv. The Receiving Party agrees that the Public Authorities shall accept no liability for any damage of any sort which may be caused to any computer, computer system or other communications device through which the VDR has been accessed, or any information stored on any such computer, computer system or other communications device, in any way resulting from the use of or the downloading of any information from the VDR. Use of the VDR is entirely at the Receiving Party's own risk.
  - v. The Parties agree that additional documents may be added to, and documents may be removed from the VDR, by the Tender Committee. The Receiving Party undertakes to check the VDR regularly as the inclusion of new documents will be apparent from doing so. However, no obligation is undertaken or accepted by the Public Authorities to provide any

additional or updated information or to correct any inaccuracies or discrepancies in the information.

- vi. The Parties agree that the information disclosed in the VDR or otherwise, or any part thereof, does not constitute an offer or proposal by or on behalf of the Public Authorities or Tender Committee;
  - vii. The Parties agree that the Tender Committee reserves the right to refuse, terminate or withdraw access to the VDR (either in general or by any Authorized Persons as defined below) at any time at its own discretion without giving any reason. In particular, if the Receiving Party withdraws from the tender process, whether formally or informally, access to the VDR will be withdrawn.
  - viii. The Receiving Party agrees that any information that is printed or downloaded from the VDR, shall be deemed to have been printed and/or downloaded on, and shall remain subject to, the terms of this Non-Disclosure Agreement (including, for the avoidance of doubt, the obligation to return or destroy the information).
  - ix. The Receiving Party shall ensure at all times that only Authorized Persons (as authorized by the Receiving Party and informed in advance, to the Tender Committee, “**Authorized Persons**”), shall seek access to the VDR; and the number of Authorized Persons who shall seek such access is limited only to those for whom it is strictly necessary for the purposes of, or in connection with, undertaking the Project.
  - x. The Receiving Party undertakes to allocate adequate time for processing of information and follow the instructions of the VDR provider necessary for registration, access, use and compliance with security measures.
15. “**Confidential Information**” means all non-public business, proprietary, commercial, economic, financial, operational, technical, administrative, marketing information, trade secrets, know-how, whether or not marked as confidential or private, disclosed whether in written, oral, electronic, pictorial or any other form, and all information, correspondence, data, formulae, specifications, standards, processes, designs, photographs, drawings, specification, software programs, samples and any other material, attributable to or deriving from or in connection with the Project, including information provided directly in response to questions and any other information, materials or data disclosed to the Receiving Party by or on behalf of the Public Authorities whether through the Tender Committee or by its advisors or otherwise in any form or by any means or through any medium whether it is disclosed on or before the effective date of this Non-Disclosure Agreement but excluding:
- i. any information which at the time of disclosure was in the public domain;
  - ii. after disclosure, is published or otherwise becomes part of the public domain, unless it is in the public domain as a direct or indirect result of a breach by the Receiving Party (or any other party that the Receiving Party is permitted to disclose to) of the obligations contained in this Non-Disclosure Agreement;
  - iii. any information that the Receiving Party can prove to the Public Authorities’ and Tender Committee’s satisfaction was in the Receiving Party’s possession at the time of disclosure and was not acquired, directly or indirectly, from the Public Authorities, Tender Committee or its members or its advisors or from a third party under an obligation of confidence; and

- iv. any information that the Receiving Party can prove to the Public Authorities' and Tender Committee's satisfaction was received by the Receiving Party after the time of disclosure hereunder from a third party who did not require the Public Authorities or Tender Committee to hold it in confidence and who did not acquire it, directly or indirectly from the Tender Committee or its members or a third party under an obligation of confidence.
16. The “VDR” means a website based service outsourced to a third-party provider where:
- i. access to the VDR is subject to acceptance of VDR rules of a third-party provider;
  - ii. the user (including Authorized Persons, as the case may be) shall strictly adhere to the security rules of the VDR service provider, must not reveal their user name or password to anyone for any reason whatsoever and shall make no attempt to circumvent any of the security features of the VDR;
  - iii. the VDR system shall maintain a record of which user names have been used, and at what time, to access particular documents;
  - iv. subject to VDR rules related to scheduled downtime and communications, the VDR is expected to be open 24 hours per day, seven days per week from the date of its opening until the deadline for responding to the RFQ, or such other dates as notified by the Tender Committee. The VDR may subsequently be reopened to the successful pre-qualified bidders for the RFP stage and shall remain open until the deadline for responding to the RFP, or such other dates as notified by the Tender Committee;
17. The Receiving Party understands that the SOQ submission deadline is the same for all Applicants regardless of late execution and/or delivery of this Non-Disclosure Agreement by any Applicant. The Receiving Party confirms its full responsibility for late execution and/or delivery of this Non-Disclosure Agreement and, in connection therewith, agrees to the reduced timeline, if any, for its SOQ preparation and submission. The Receiving Party fully releases and discharges the Public Authorities, Tender Committee, their consultants, advisors and personnel, completely and unconditionally, from any responsibility or liability for such reduced timeline for preparation and submission of its SOQ.

**Receiving Party**

Name of the Receiving Party (*entity*): \_\_\_\_\_

By (*signature*): \_\_\_\_\_ (Authorized Signatory)

Name (print) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ministry of Energy and Water Resources of the Republic of Tajikistan**

By (*signature*): \_\_\_\_\_

Name (print) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**State Committee on Investments and State Property Management of the Republic of Tajikistan**

By (*signature*): \_\_\_\_\_

Name (print) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Private and Confidential