

**Attachment 2b – Power Purchasing Agreement**

**RM6289 – Power Purchasing Agreement**

**Instructions**

We require you to demonstrate that you have delivered Services within the scope of the requirement. For the assessment of your Technical and Professional ability the relevant Services are listed within Section A of this Certificate of Technical and Professional ability (COTPA).

You are required to submit **one (1) Certificate of Technical and Professional ability (COTPA). The COTPA must fully demonstrate delivery of the Mandatory Deliverables (as detailed in Framework Schedule 1 - Section 2)**

You are required to complete section A within the COTPA.

The customer must verify that the information you have provided in section A is true and accurate by completing and signing Section B within the COTPA.

The form of the COTPA is set out below.

You must submit tone (1) completed COTPA by uploading the completed file to question 1.26.3 within the online Selection Questionnaire (Qualification Envelope).

Please note that we reserve the right to contact the customer listed in the certificate to verify the information provided. You must notify the customer that they may be contacted by us.

**Mandatory requirements**

* The COTPA must evidence a provision of a renewable electricity ~~PPA~~ contract that you have delivered in the **5 years prior** to the publication of the contract notice for this competition, or an ongoing contract you are currently delivering that has been ongoing for a minimum of two (2) year duration to be valid. If the contract is ongoing you must be delivering the services. You cannot use a contract where you have not yet started to deliver the services. Projects only need to have been completed within the time limit stated above. It is acceptable for the project to have commenced prior to 6th September 2021.
* Contracts must have been for projects with a minimum facility size of 20 GWh
* Contracts must have been successful in implementation and mobilisation and have become operational.
* Contracts must have clearly demonstrated services for which the supplier is in sole control of all underlying infrastructure and technologies (with the exception of some third party subscription services made available to the customer and directly related to the Services listed in Section A).
* Contracts must demonstrate at least 1 of the 2 Services listed in Section A i.e. Wind and/or Solar.
* The contract can be from the public, private, or Third Sector (e.g. Charity)
* Examples of call-off contracts awarded under framework contracts will be considered valid, but framework contracts themselves will not be valid
* No attachments other than the certificates are permitted. Any additional documents submitted will be disregarded
* Examples may cover situations where your organisation was acting as prime contractor, key subcontractor or part of a consortium. Where you relied on other such entities to perform the contract, you need to tell us who they were and describe the function that each such other entity performed under the contract
* Customer contacts provided must not have been employed or appointed by your organisation, or from within your associated group of companies, within the past 3 years prior to the publication of the contract notice
* If you delivered services for a client who has since left the customer organisation you worked for, they cannot sign-off on the COTPA. A COTPA must be signed by an existing employee of the company for whom the work was undertaken
* Although physical customer signatures on the COTPAs would be preferable, we recognise that this might be problematic for some customers. Therefore, if a customer is unable to print a completed Certificate, a digital signature is an acceptable alternative

**Certificates of Technical and Professional Ability will be marked PASS/FAIL**

You may fail Part 1.26 – Technical and Professional Capability of the Selection Questionnaire and be excluded from the competition if:

* your COTPA does not meet all the mandatory requirements set out above.
* you do not tick the relevant box to confirm that you have provided the Services as detailed within Section A.
* you have not completed all of the information requested in the Certificate of Technical and Professional Ability
* your customer has not provided the required certification information in Section B of the Certificate of Technical and Professional Ability
* we contact the customer to verify the information provided and they cannot or will not verify the information. It is vital that you select a customer that is prepared to verify the information you have provided and be contactable in the event that clarification is required

If we determine that you have failed Part 1.26 – Technical and Professional Capability of the Selection Questionnaire we will notify you and tell you the reasons for this.

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| **Section A - To be completed by the bidder** | |
| **Name of bidder:** | [bidder’s name] |
| **Certificate of Technical and Professional Ability - details of the contract, to be certified by the customer in Section B.** | |
| **Name of customer:** | [customer name] |
| **Name of supplier:**  If you were not the Prime Contractor please state whether you were a Key Subcontractor or part of a Consortium.  Where you are relying on the capacity of another entity to demonstrate technical and professional ability e.g. you are relying on a proposed Key Subcontractor, then they should be named as the supplier.  Where you want to rely on the capacities of other entities, you shall prove to us that you will have at your disposal the resources necessary. To that end please complete Attachment 4a - Information and declarations\_Consortium or Attachment 4b - Information and declarations\_Key Subcontractors\_Guarantors for each entity. | [supplier name] [additional information] |
| **Contract title:** | [contract title] |
| **Contract start date:** | [dd/mm/yyyy] |
| **Contract end date / anticipated end date:** | [dd/mm/yyyy] |
| **OJEU/FTS Award Notice reference or**  **Contracts Finder reference:**  *(for Public Sector Contracts only – enter N/A if not applicable)* | OJEU/FTS Award Notice or Contracts Finder reference:  [e.g. 2011/S 239-387260] |
| Please tick the box below to confirm the Service you provided to the Customer under this contract.  Your completed certificate **must** feature a tick (below) to confirm that you have provided the Service.  𐄂 Provide renewable energy power via Solar and/or Wind provision from operational assets and/or new build.  Please refer to the framework specification for further detail. | |

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| **Section B - To be completed by the customer** | |
| **Certificate of Technical and Professional Ability - Customer contact details** | |
| **Customer contact name:** | [name of customer contact] |
| **Customer address:** | [customer address] |
| **Customer direct line:** | [customer telephone number] |
| **Customer email:** | [customer email] |
| **Customer confirmation:** | |
| We hereby certify that, to the best of our knowledge and belief, the supplier has satisfactorily supplied the services and delivered the deliverables and the outcomes described above at Section A in accordance with the contract. | Authorised signature (either double-click on signature box below to digitally sign or copy & paste in an image file of your signature): |
| **Liability for customer certifying Certificate of Technical and Professional Ability:** | |
| In signing this Certificate of Technical and Professional Ability I confirm that I have the necessary authority to do so on behalf of the organisation for which the works and services were provided.  Whilst the information in this certificate has been provided in good faith in the belief that it is truthful and accurate, the customer does not assume any responsibility or any liability nor make any guarantee, representation or warranty as to the contents of this certificate. The customer shall not be liable for and hereby excludes liability for any loss, damage (including any special, exemplary, indirect, incidental, consequential damages, costs or associated legal fees) that may be suffered as a result of use of the certificate and its content, to the fullest extent permitted by law.  Nothing in this certificate shall affect, or constitute a waiver of, the customer's rights or remedies in relation to the contract. | |