

Republic of Maldives

BIDDING DOCUMENT

**for**

**Design, Build, Finance, Own, Operate, and Transfer 02 MWp Grid-tied Solar Photovoltaic System and Batery Storage System** **in HA.HOARAFUSHI Island**

**TES/2021/G-014**

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Ministry of Finance

Republic of Maldives

**Summary**

**PART 1 – BIDDING PROCEDURES**

**Section I Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.

**Section II Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be (a) substantially responsive to the bidding document, and (a) the lowest evaluated tariff.

**Section IV Bidding Forms**

This Section includes the forms for the Bid Submission, Schedules of technical proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

**Section V Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI Fraud and Corruption**

This Section includes the Fraud and Corruption provisions which apply to this Bidding process.

**PART 2 – EMPLOYER’S REQUIREMENTS**

**Section VII Technical Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the requirements the bidder must comply with. The Requirements also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the bidders.

**PART 3 – CONTRACT FORMS AND PROJECT AGREEMENTS**

**Section VIII Contract Forms**

This Section contains the Letter of Acceptance and other relevant forms.

**Section IX - Project Agreements**

This Section consists of the Project Agreements that will be signed by the successful bidder. These include the Power Purchase Agreement (PPA), License Agreement (LA).

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| Section I - Instructions to Bidders | | | |
| A. General | | | |
| Scope of Bid | | 1.1 The Employer, as specified in the BDS, issues this bidding document for the selection of an independent power producer as specified in Part 2 – Employer’s Requirements. The name and identification of this RFB are specified in the BDS. | |
|  | | 1.2 Throughout this bidding document:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;  if the context so requires, “singular” means “plural’ and vice versa;  “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Employer. It excludes the Employer’s official public holidays; and  “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety. | |
| Source of Funds | | 2.1 The successful bidder is expected to arrange their own financing in undertaking this project in compliance with the requirements in Section VII of this document. | |
| Fraud and Corruption | | 1. The Government of Maldives requires bidders compliance with the Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section VI. 2. In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the relevant authorities to inspect all accounts, records and other documents relating to any initial selection process, , bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the relevant authorities. | |
| Eligible Bidders | | 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Project Agreements. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process. Unless specified **in the BDS**, there is no limit on the number of members in a JV. | |
|  | | 1. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:    * 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or      2. receives or has received any direct or indirect subsidy from another Bidder; or      3. has the same legal representative as another Bidder; or      4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or      5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or      6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Project Agreements implementation; or      7. has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications, and/or the Bid evaluation process; or (ii) would be involved in the implementation or supervision of project agreements unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the project agreements. | |
|  | | 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid. 2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Project Agreements including related Services. | |
|  | | 1. A Bidder that has been sanctioned by the Government of Maldives, pursuant to the Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth, - as described in Section VI paragraph 2.2 d. shall be ineligible to participate for, initially selected for, bid for, propose for, or be awarded a Government project or benefit from a Government project, financially or otherwise, during such period of time as the Employer shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**. | |
|  | | 1. Bidders that are state-owned enterprise or institutions in the Maldives may be eligible to compete and be awarded the project only if they can establish, in a manner acceptable to the Employer, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer. 2. A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration. 3. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Maldives prohibits commercial relations with that country, provided that the Employer is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Maldives prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. 4. This Bidding is open for all eligible bidders. 5. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request. 6. A firm that is under a sanction of debarment by the Government of Maldives from being awarded a contract is eligible to participate in this procurement, unlessat the Employer’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| Eligible Materials, Equipment, and Services | | 1. The materials, equipment and services to be supplied under the Project Agreements may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Project Agreements will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services. | |
|  | | B. Contents of Bidding Document | |
| Sections of Bidding Document | | 6.1 The bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.  **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bid Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption   **PART 2 Employer’s Requirements**   * Section VII - Technical Requirements   **PART 3 Contract Forms and Project Agreements**   * Section VIII – Contract Forms * Section IX – Project Agreements | |
|  | | 6.2 The notice of Request for Bids (RFB) issued by the Employer is not part of the bidding document. | |
|  | | 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail. | |
|  | | 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document. | |
| Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | | 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. | |
|  | | 7.2 **The Bidder is advised to visit and examine the Project Sites and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Project Agreements. The costs of visiting the Site shall be at the Bidder’s own expense.** | |
|  | | 7.3 The Bidder and any of its personnel or agents will upon request be granted permission by the Employer to enter premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. | |
|  | | 7.4 If so specified **in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. | |
|  | | 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting. | |
|  | | 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders. If so specified**in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. | |
| Amendment of Bidding Document | | 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda. | |
|  | | 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all bidders. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1. | |
|  | | 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2. | |
|  | | C. Preparation of Bids | |
| Cost of Bidding | | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. | |
| Language of Bid | | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. | |
| Documents Comprising the Bid | | 11.1 The Bid shall comprise the following:   1. **Letter of Bid** prepared in accordance with ITB 12; 2. **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1; 3. **Alternative Bid**, if permissible, in accordance with ITB 13; 4. **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; 5. **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; 6. **Conformity**: a technical proposal in accordance with ITB 16; 7. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms; and 8. any other document required **in the BDS**.   11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.  11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. | |
| Letter of Bid | | 12.1 The Letter of Bid shall be prepared using the relevant form furnished in Section IV, Bidding Forms. The form must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. | |
| Alternative Bids | | 13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. | |
|  | | 13.2 When alternative time for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different alternative time for completion will be described in Section III, Evaluation and Qualification Criteria. | |
|  | | 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer. | |
|  | | 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will beidentified in the BDS, as will the method for their evaluating, and described in Section VII, Works’ Requirements. | |
| Bid Tariff | | 14.1 Bidders shall quote for the entire facilities on a “single responsibility” basis such that tariff covers all of the Project Company’s obligations in the Project Agreements in respect of the Design Build Finance Own Operate and Transfer of the Project. This includes all requirements under the Project Company’s responsibilities for testing, pre-commissioning, commissioning and if required de-commissioning of the Project and, where so required by the Project Agreements, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the Project Agreements. | |
|  | | 14.2 Bidders are required to quote the tariff considering all the commercial, contractual and technical obligations in the Project Agreements.  14.3 Bidders are required to quote a fixed tariff for the PPA period identified in **the BDS**.  14.4 If applicable a tariff buy-down may be provided to the successful bidder and the terms and schedule of such payments shall be stated in **the BDS**. | |
|  | | 14.5 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the Bid Tariff submitted by the Bidder. | |
| Currencies of Bid and Payment | | 15.1 The currency (ies) of the Bid and the currency (ies) of payments shall be as specified **in the BDS.** | |
| Documents Comprising the Technical Proposal | | 16.1 The Bidder shall furnish a technical proposal including a statement of methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the Employer’s requirements and the completion time. | |
| Documents Establishing the Eligibility and Qualifications of the Bidder | | 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. 2. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms. | |
|  | | 1. If a margin of preference applies as specified in accordance with ITB 32.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 32.1. | |
| Period of Validity of Bids | | * 1. Bids shall remain valid for the Bid Validity period specified **in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22). A Bid valid for a shorter period may be rejected by the Employer as nonresponsive. | |
|  | | 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for Twenty Eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid. | |
| Bid Security | | 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS. | |
|  | | 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms. | |
|  | | 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option: | |
|  | | (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);  (b) an irrevocable letter of credit;  (c) a cashier’s or certified check; or  (d) another security specified **in the BDS**,  from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Maldives, the issuing non-bank financial institution shall have a correspondent financial institution located in the Maldives to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for sixty (60) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. | |
|  | | 1. If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. | |
|  | | 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Project Agreements and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 46. | |
|  | | 1. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Project Agreements and furnished the required Performance Security, and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security. | |
|  | | 1. The Bid Security may be forfeited or the Bid-Securing Declaration executed:    * 1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or      2. if the successful Bidder fails to:  (i) sign the Project Agreements in accordance with ITB 45; or(ii) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 46. | |
|  | | 1. The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. 2. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:    1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or    2. if the successful Bidder fails to:       1. sign the Project Agreements in accordance with ITB 45; or       2. furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 46. | |
| Format and Signing of Bid | | 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail. | |
|  | | 1. Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. | |
|  | | 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid. | |
|  | | 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. | |
|  | | 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. | |
|  | | D. Submission and Opening of Bids | |
| Submission, Sealing and Marking of Bids | | * + 1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:     2. in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and     3. in an envelope marked “COPIES”, all required copies of the Bid; and     4. if alternative Bids are permitted in accordance with ITB 13, and if relevant:     5. in an envelope marked “ORIGINAL – ALTERNATIVE BID”, the alternative Bid; and     6. in the envelope marked “COPIES – ALTERNATIVE BID”, all required copies of the alternative Bid. | |
|  | | * 1. The inner and outer envelopes shall:      1. bear the name and address of the Bidder;      2. be addressed to the Employer in accordance with ITB 22.1;      3. bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and      4. bear a warning not to open before the time and date for Bid opening. | |
|  | | * 1. If all envelopes are not sealed and marked as required, the Employerwill assume no responsibility for the misplacement or premature opening of the Bid. | |
| Deadline for Submission of Bids | | 22.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. | |
|  | | 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. | |
| Late Bids | | 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | |
| Withdrawal, Substitution, and Modification of Bids | | 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:   1. prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and 2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. | |
|  | | 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. | |
|  | | 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. | |
| Bid Opening | | 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**. | |
|  | | 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. 2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. 3. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. | |
|  | | 1. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid tariff, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. 2. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid is to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**. | |
|  | | 1. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1). 2. The Employer shall prepare a record of the Bid opening that shall include, as a minimum: 3. the name of the Bidder and whether there is a withdrawal, substitution, or modification; 4. the Bid Tariff, per lot (contract) if applicable, including any discounts; 5. any alternative Bids; and 6. the presence or absence of a Bid Security, if one was required. 7. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
|  | | E. Evaluation and Comparison of Bids | |
| Confidentiality | | 26.1 Information relating to the evaluation of Bids and recommendation of award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Project is transmitted to all Bidders in accordance with ITB 41. | |
|  | | 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Project award decisions may result in the rejection of its Bid. | |
|  | | 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Project award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing. | |
| Clarification of Bids | | 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31. | |
|  | | 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected. | |
| Deviations, Reservations, and Omissions | | 28.1 During the evaluation of Bids, the following definitions apply:   1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| Determination of Responsiveness | | 29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. | |
|  | | 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Project specified; or(ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Project; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. | |
|  | | 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Employers’ Requirements have been met without any material deviation, reservation or omission. | |
|  | | 29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | |
| Nonmaterial Nonconformities | | 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid*.* | |
|  | | 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the tariff of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. | |
| Correction of Errors | | 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) if there is a discrepancy between words and figures, the amount in words shall prevail. | |
|  | | 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. | |
| Margin of Preference and Conversion to single Currency | | | 32.1 Unless otherwise specified **in the** **BDS,** a margin of preference for domestic Bidders shall not apply.[[1]](#footnote-2)  32.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the BDS. |
| Subcontractors | | | 1. Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Project by subcontractors selected in advance by the Employer. |
|  | | | 1. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. |
| Evaluation of Bids | | | 34.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid in accordance with ITB 38.  34.2 To evaluate a Bid, the Employer shall consider the following:   1. the quoted tariff; 2. the additional evaluation factors specified **in the BDS** and Section III, Evaluation and Qualification Criteria. |
| Comparison of Bids | | | 1. The Employer shall compare the evaluated tariffs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the lowest evaluated Bid. |
| Abnormally Low Bids | | | 1. An Abnormally Low Bid is one where the tariff, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regards to the Bidder’s ability to perform the projectt for the offered Bid Tariff. 2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid tariff in relation to the subject matter of the scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the project for the offered Bid Tariff, the Employer shall reject the Bid. |
| Qualifications of the Bidder | | | 1. The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. |
|  | | | 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder. 2. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) for any past work commitments with in the last 2 years with Government of Maldives which had been terminated due to poor performance. In addition, past work completed by the successful bidder will be assessed by the concerned stakeholders for their overall performance. |
|  | | | 1. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated tariff to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| Most Advantageous Bid | | | 1. Having compared the evaluated tariffs, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be: 2. substantially responsive to the bidding document; and 3. the lowest evaluated tariff. |
| Employer’s Right to Accept Any Bid, and to Reject Any or All Bids | | | 1. The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Project Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders. |
| Standstill Period | | | 1. The Project shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be Five (05) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Project. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Employer, the Standstill Period shall not apply. |
| Notification of Intention to Award | | | 41.1 The Employer shall send to each Bidder the Notification of Intention to Award the Project to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:   1. the name and address of the Bidder submitting the successful Bid; 2. the price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; and 6. instructions on how to request a debriefing and/or submit a complaint during the standstill period. |
| F. Award of Contract | | | |
| Award Criteria | 42.1 Subject to ITB 41, the Employer shall award the Project to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. | | |
| Notification of Award | 43.1 Prior to the expiry of the Bid Validity Period and upon expiry of the Standstill Period specified in ITB 40.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the accepted tariff in consideration of the execution of the Project Agreements.  43.2 Within Five (05) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Award Notice which shall contain, at a minimum, the following information:   1. name and address of the Employer; 2. name and reference number of the project being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. the name of the successful Bidder, the price, the contract duration and a summary of its scope; and 6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.   43.3 The Award Notice shall be published on the Employer’s website with free access  43.4 Until the formal Project Agreements are prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | | |
| Debriefing by the Employer | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 41.1, an unsuccessful Bidder has Five (05) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. | | |
|  | * 1. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period. | | |
|  | * 1. Where a request for debriefing is received by the Employer later than the three (05)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than Five (05) Business Days from the date of publication of Public Notice of Award. Requests for debriefing received outside the Five (05)-day deadline shall not lead to extension of the standstill period. | | |
|  | * 1. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting. | | |
| Signing of Contract | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Project Agreements, and, if specified in **the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request. | | |
|  | * 1. The successful Bidder shall sign, date and return to the Employer the Project Agreements within Twenty Eight (28) days of its receipt. | | |
| Performance Security | * 1. Within Twenty Eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in **the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Maldives, unless the Employer has agreed in writing that a correspondent financial institution is not required. | | |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in **the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Project Agreements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Projctt to the Bidder offering the next Most Advantageous Bid. | | |
| Procurement Related Complaint | 47.1 The procedures for making a Procurement-related Complaint are as specified in **the BDS**. | | |

Section II - Bid Data Sheet (BDS)

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| **A. General** | | |
| **ITB 1.1** | | The procurement reference number of the Request for Bids (RFB) is: **(IUL) 12-K/13/2021/201**  Employer is**: Secretariat of the Hoarafushi Island Council**  The name of the RFB is: **Design, Build, Finance, Own, Operate, and Transfer 02 MWp Grid-tied Solar Photovoltaic System and deploy 2MW/2MWh Battery Energy Storage System in HA. Hoarafushi Island**.  Project Number: **TES/2021/G-014** |
| ITB 4 | | * + 1. In the case of a JV, if selected as successful Bidder, the members of such JV shall form a legal entity in Maldives as per Law No. 10/96 (Companies Act of the Republic of Maldives), prior to the execution of Project Agreements, and the composition of equity share holding of such entity shall be as stated in the letter of intent to execute a Joint Venture Agreement or in any exisiting Joint Venture Agreement between the members of the JV, provided along with the form ELI 1.1.     2. If an individual firm from a nationality other than the Maldives is selected as the successful Bidder, they can either:        1. Form a direct subisidiary company (without any other intermediary companies involved) in Maldives prior to the execution of the Project Agreements. The subsidiary shall have 99.99% of its equity shares held by the Bidder and the remaining share shall be held by a member of such Bidder, in compliance with Law No. 10/96 (Companies Act of the Republic of Maldives).   Or   * + - 1. Re-register the firm in Maldives as per Law No. 25/79 (Foreign Investment Act) and Law No. 10/96 (Companies Act of the Republic of Maldives) prior to the execution of the Project Agreements.     1. The successful Bidder shall not change the composition of equity shareholding of the shareholders for a period of one (1) year from the Effective Date of the PPA.     2. The single largest shareholder (in case of JV, the lead member) shall hold and be in control of at least fifty-one percent (51%) of the equity shareholding (carrying equivalent voting rights) and the Board of the Seller for a period of three (3) years from the Commercial Operation Date.     3. Maximum number of members in the JV shall be: ***03 (Three)*** |
| ITB 4.5 | | A list of debarred firms and individuals is available on the MoF’s external website: https://www.finance.gov.mv |
| 4.10 | | 1. **Business Registration.**  Prior to bid submission, international bidders are advised to seek all applicable foreign investment registration requirements (and FDI Policy) of Maldives which may be required during contract award stage.  In case where the winning bidder is a JV, they shall be incorporated in Maldives as per laws and regulations of Maldives.  For more information please visit: <http://www.trade.gov.mv> /  2. **Tax Registration**  International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives and shall submit the certificate along with the bid. International foreign companies who are not already engaged in any work in Maldives is advised to seek information regarding local tax law and regulations and tax registration. Winning bidder shall be eligible to pay local taxes under tax regulations of the Maldives.  For more information please visit: <https://www.mira.gov.mv/>  **3. Contractor’s Registration and Project License**  International foreign companies who are already engaged in any work in Maldives, shall submit their Contractor’s Registration Certificate issued by Ministry of National Planning, Housing and Infrastructure along with the bid. Prior to bid submission, international bidders are advised to seek all applicable information regarding the contractor’s registration as per the Contractor regulation (Regulation No: 2019/R-1019) implemented on 30th March 2019. Details of registration categories, grades, requirements, responsibilities and other details are included in regulation.  Registered contractors are required to get Project license for each project, if the project is related to structural works, OR if project value is MVR 1.5 Million or above. Registered contractors are required to get third-party covering insurance, if the project value is MVR 1.5 million or above within 6 months from the implementation of regulation.  For more information please visit:<https://www.planning.gov.mv/> |
| **B. Contents of Bidding Document** | | |
| **ITB 7.1** | | For **Clarification of Bid purposes** only, the Employer’s address is:  **National Tender**  **Ministry of Finance**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **Tel: (960) 3349102, (960) 3349106**  **E-Mail:** [**ibrahim.aflah@finance.gov.mv**](mailto:ibrahim.aflah@finance.gov.mv)  **Copy to:** [**tender@finance.gov.mv**](mailto:tender@finance.gov.mv)  Requests for clarification should be received by the Employer no later than:  Date: **August 05, 2021**  Time: **1330 Hours Maldivian Time** |
| **ITB 7.4** | | A Pre-Bid meeting ***shall*** take place at the following date and time:  Employer will organize an Online Video Conference Meeting via Microsoft Teams for the Pre-Bid meeting.  Date: **August 08, 2021**  Time: **1300 Hours Maldivian Time**  All the registered Bidders as well as the Bidders who submit by email their interest to attend the meeting will receive an official email from National Tender with the link to join the Online Video Conference Meeting 2 calendar days before the meeting. Only 1 representative from each Bidder shall join the meeting.  The Employer shall not be responsible for any interruptions or disconnections during the Online Video Conference Meeting.  A site visit conducted by the Employer ***shall not be*** organized. |
| **ITB 7.6** | | Web page: [*www.finance.gov.mv*](http://www.finance.gov.mv) |
| **C. Preparation of Bids** | | |
| ITB 10.1 | | The language of the Bid is: ***English****.* |
| ITB 11.1 (g) | | The Bidder shall submit the following additional documents in its Bid:   * + - 1. **Environment Social Management System of the company.** The Bidder shall use for this purpose the Tech Form 13 under Section IV – Bidding Forms.       2. **Community Engagement Plan.** The Bidder shall use for this purpose the Tech Form 15 under Section IV – Bidding Forms.       3. **Code of Conduct for Contractor’s Personnel (ES).** The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Project Agreements), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Form ELI – 1.1 under Section IV – Bidding Forms.       4. **Power of Attorney** to confirm authorization of the signatory of the Bid to commit the Bidder       5. Business Registration Certificate   Registration is not required for International bidders at this stage. However, international bidders shall be responsible to ensure that they confirm with required registration under **Foreign Investment Registration and Foreign Direct Investment Policy** requirements of Maldives prior to bid submission. For more information please visit : <http://www.trade.gov.mv/>   * + - 1. GST Registration Certificate   International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives. For more information please visit: <https://www.mira.gov.mv/> |
| **ITB 13.1** | | Alternative Bids ***shall not be*** considered. |
| ITB 13.2 | | Alternative times for completion ***shall not be*** permitted. |
| ITB 13.4 | | Alternative technical solutions shall be permitted for the following parts of the Works: ***None.*** |
| **ITB 14.3** | | The tariff quoted by the Bidder shall be for a period of: ***15(Fifteen) years*** |
| **ITB 14.5** | | ***Bidders should note that Customs Duty is exempted for equipment (modules, other accessories and cables, etc) imported for electricity generation from renewable energy sources.*** |
| **ITB 15.1** | | The currency(ies) of the Bid and the payment currency(ies) shall be as described below:   1. ***Bidders to quote entirely in USD or Maldivian Rufiya*** 2. ***Payments to be in Rufiyaa equivalent of Dollars*** 3. ***The rates of exchange to be used whilst making such payments is MMA's Reference Rate of exchange.*** |
| **ITB 18.1** | | The Bid validity period shall be ***120 days.*** |
| **ITB 19.1** | | A Bid Security ***shall be*** required.  The amount and currency of the Bid Security shall be: ***USD 70,000.00***  The validity of the bid security shall be: **28 days beyond the validity of the Tender.** |
| **ITB 19.3 (d)** | | Other types of acceptable securities: ***None.*** |
| **ITB 20.1** | | In addition to the original of the Bid, the number of copies is:  ***One (1) digital copy on a DVD or CD. The type of optical disk that should be used is DVD-R or CD-R.***  Any discrepancies between the hard copies and the DVD/CD, the original-hard copy shall prevail. |
| **ITB 20.3** | | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***Power of Attorney effective for the duration of the proposal validity, signed by legally authorized signatories of the bidder or all of the members to a JV.*** |
| **D. Submission and Opening of Bids** | | |
| **ITB 22.1** | | For **Bid submission purposes** only, the Employer’s address is:  **National Tender**  **Ministry of Finance**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  The deadline for Bid submission is:  Date: **August 31, 2021**  Time: **1000 Hours Maldivian Time**  Bidders ***shall not*** have the option of submitting their Bids electronically. |
| **ITB 25.1** | | The Bid opening shall take place at:  **National Tender**  **Ministry of Finance**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  Date: **August 31, 2021**  Time: **1000 Hours Maldivian Time** |
| **ITB 25.6** | | The Letter of Bid shallbe initialed by **One (01)** representatives of the Employer conducting Bid opening*.* |
| **E. Evaluation, and Comparison of Bids** | | |
| **ITB 32.1** | A margin of domestic preference ***shall not*** apply. | |
| **ITB 32.2** | The single currency for price conversions is: **United States Dollar**  The source of official selling rates is: **Maldives Monetary Authority**  The date of exchange rates is**: 7 days prior to bid submission date.** | |
| **ITB 33.1** | At this time the Employer ***does not intend*** to execute certain specific parts of the Works by subcontractors selected in advance. | |
| **ITB 33.2** | Bidders planning to subcontract any work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the Subcontractors and their qualification and experience. | |
| **F. Award of Contract** | | |
| **ITB 45.1** | The successful Bidder ***shall not*** submit the Beneficial Ownership Disclosure Form. | |
| **ITB 46.1 and 46.2** | Within Twenty Eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the **Performance Security (Construction Security)** in accordance with the PPA using for that purpose the format provided in Section IV - Contract Forms. | |
| **ITB 47.1** | If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:  **For the attention**: Ms. Fathimath Rishfa Ahmed  **Title/position**: *Procurement Executive*  **Employer**: *Ministry of Finance*  **Email address***:* [*ibrahim.aflah@finance.gov.mv*](mailto:ibrahim.aflah@finance.gov.mv)  *tender@finance.gov.mv*  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract. | |

Section III - Evaluation and Qualification Criteria

*This section contains all the criteria that the Employer shall use to evaluate Bids of qualified Bidders. No other factor(s) method(s) or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.*

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

* For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
* Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 15.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. **Technical and Financial Evaluation**
   * + 1. Technical Evaluation

In addition to the criteria listed in ITB 35.1 – the following criteria shall apply

Assessment of adequacy of Technical Proposal with Requirements

Bidders submitted Technical Proposal will be assessed against Section VII - Technical Requirements.

TECH FORM-1

* Minimum Capacity of at least 1 MWp total: (PASS / FAIL Criteria)

TECH FORMS-2 to 13 and Form PER – 1 to 2

* To be submitted completely and to comply with minimum technical requirements.
  + - 1. Financial Evaluation

**2.1 Margin of Preference**

NOT APPLCIABLE

1. **Qualification**

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | **Documentation** | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | | **Submission Requirements** |
| **All Members Combined** | **Each Member** | **One Member** | |
| **1. Eligibility** | | | | | | | | |
| **1.1** | **Nationality** | Nationality in accordance with ITB 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Forms ELI – 1.1 and 1.2, with attachments |
| **1.2** | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Letter of Bid |
| **1.3** | **Eligibility** | Not having been declared ineligible by the Government of Maldives, as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Letter of Bid |
| **1.4** | **State- owned Enterprise or Institution in the Maldives** | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Forms ELI – 1.1 and 1.2, with attachments |
| **1.5** | **United Nations resolution or Borrower’s country law** | Not having been excluded as a result of prohibition in the Maldives laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Forms ELI – 1.1 and 1.2, with attachments |
| **2. Historical Contract Non-Performance** | | | | | | | | |
| **2.1** | **History of Non-Performing Contracts** | Non-performance of a contract[[2]](#footnote-3) did not occur as a result of contractor default since 1st January 2015. | Must meet requirement | Must meet requirements | Must meet requirement[[3]](#footnote-4) | N/A | | Form CON-2 |
| **2.2** | **Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer** | Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Letter of Bid |
| **2.3** | **Pending Litigation** | Bidder’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | | Form CON – 2 |
| **2.4** | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[4]](#footnote-5) since *1st January 2015.* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | | Form CON – 2 |
| **2.5** | **Declaration: Environmental and Social (ES) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years.[[5]](#footnote-6) | Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration. | N/A | | Form CON-3 ES Performance Declaration |
| 2.6 | **SEA and/or SH Disqualification** | At the time of Contract Award, not subject to disqualification for non-compliance with SEA/ SH obligations | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Must meet requirement (including each subcontractor proposed by the Bidder) | N/A | | Letter of Bid, Form CON-4 |
| If the Bidder had been subject to disqualification for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another GoM works contract. | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Must meet requirement (including each subcontractor proposed by the Bidder) | N/A | | Letter of Bid, Form CON-4 |
| **3. Financial Situation and Performance** | | | | | | | | |
| **3.1** | **Financial Capabilities** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **USD*300,000 per MW*** *of the bid capacity or equivalent*  for the subject contract net of the Bidder’s other commitments  (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last ***THREE*** years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirement  Must meet requirement  Must meet requirement | Must meet requirement  Must meet requirement  N/A | At least 20% of the requirement  N/A  Must meet requirement | At least 50% of the requirement  N/A  N/A | | Form FIN – 3.1, with attachments |
| **3.2** | **Average Annual Construction Turnover** | Minimum average annual construction turnover of US$1Million, calculated as total certified payments received for contracts in progress and/or completed within the last ***THREE*** years. | Must meet requirement | Must meet requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | | Form FIN – 3.2 |
| **4. Experience** | | | | | | | | |
| **4.1 (a)** | **General Construction Experience** | A minimum number of **TWO** completed construction contracts and a cumulative experience of 2 MWp grid connected solar PV projects (floating /ground-mounted/rooftop) in the role of prime contractor, JV member, Subcontractor, or management contractor between 1st January 2015 and Bid submission. | Must meet requirement | N/A | Must meet requirement | N/A | | Form EXP – 4.1 |
| **4.2 (a)** | **Specific Experience - Developing Projects** | A minimum number of **TWO** completed construction contracts and a cumulative experience of 100 kWp floating solar PV in a marine environment similar in nature to the proposed installation site in the role of prime contractor, JV member, Subcontractor, or management contractor between 1st January 2015 and Bid submission. | Must meet requirement  Must meet requirement  Must meet requirement | Must meet requirement[[6]](#footnote-7)  Must meet requirement  Must meet requirement | N/A  N/A  N/A | Must meet the following requirements for the key activities listed below  (a)atleast 75 of the cumulative experience requirement of 2MW  (b)atleast 100% of floating solar pv requirement | | Form EXP 4.2(a) |
|  |

**5.** **Contractor’s Representative and** **Key Personnel**

The Bidder must demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

6. Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
|  |  |  |
|  |  |  |

The Bidder shall provide further details

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|  |  |
| --- | --- |
| Letter of Bid | |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text in is to help Bidders in preparing this form.* |

**Date of this Bid submission**: [*insert date (as day, month and year) of Bid submission*]

**Project No**.: TES/2021/G-014

To: **Ms.** **Fathimath Rishfa Ahmed**

**National Tender**

**Ministry of Finance**

**Ameenee Magu, Maafannu,**

**Male’, 20379**

We, the undersigned, declare that:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance to ITB 8;
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing or Proposal-Securing Declaration in the Maldives in accordance with ITB 4.7;
4. **Conformity:** We offer to execute in conformity with the bidding document and in accordance with the construction schedule the following project:
5. **Bid Tariff:** The Tariff of our Bid, in US cents/kWh and quoted up to 3 decimal points is:

Bid Tariff for the duration of **15 years** is: [*insert the tariff in words and figures*], and the tariff will be a fixed tariff for the project duration.

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security**: If our Bid is accepted, we commit to obtain a Performance Security in accordance with the forms in the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the MDB or a debarment imposed by the MDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between development banks. Further, we are not ineligible under the Maldives laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

(If none has been paid or is to be paid, indicate “none.”)

1. **Binding Agreement:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until the formal agreements are prepared and executed;
2. **Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive;
3. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
4. **Subcontracting**: We, in accordance with ITB 33.2, plan to subcontract the following activities and/or parts of the works: [Insert activities which the Applicant intends to subcontract along with complete details of the sub-contractors].

**Name of the Bidder**:\*[*insert complete name of person signing the Bid*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**:\*\*[*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

|  |
| --- |
| Technical Proposal |

* Form Tech-1: Basic Data
* Form Tech-2: PV Module Certification Information Sheet
* Form Tech-3: PV Grid-tie Inverter
* Form Tech-4: Floating Substructure for PV Installation
* Form Tech-5: Medium Voltage Transformers, Protection and Switchgear
* Form Tech-6: Other Requirements
* Form Tech-7: Solar Data Analysis Report Information Sheet
* Form Tech-8: Subcontractors / Manufacturers
* Form Tech-9: Site Organization
* Form Tech-10: Method Statement
* Form Tech-11: Mobilization Schedule
* Form Tech-12: Construction Schedule
* Form Tech-13: Environment Social Management System of the Company
* Form Tech-14: Independent audit reports and certifications attained for the Environment Social Management System
* Forms PER-1, 2: Key Personnel Schedule

Form Tech-1: Basic Data

|  |  |  |
| --- | --- | --- |
| *1* | *Name of Bidding Company / Lead Member of Bidding JV* |  |
| *2* | *Capacity proposed (Total)* | *.......... MWp* |
| *4* | *Guaranteed Capacity Utilization Factor (CUF) Y1* | *......... %* |
| *5* | *Guaranteed Energy Generation for first year* | *............ kWh/Annum* |
| *6* | *Degradation factor for each year* | *…..%* |

*Comprising of:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***Site No*** | ***Name of Building/ Site*** | ***Capacity proposed***  ***(kWp)*** | ***Y1 CUF (%)*** | ***Y1 PR (%)*** | ***Guaranteed Energy Generation for first year (kWh/annum)*** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Form Tech-2: PV Module Certification Information Sheet

*The Bidder shall provide sample product brochures and copies of valid certificates for solar modules proposed in the Project.*

*The selected modules must be able to operate within the limits as per requirements specified in Employer’s Requirements.*

*PV modules must be fully certified for a technical lifetime at least equal to the duration of the PPA by an accredited entity in accordance with the most recent versions of:*

* *IEC 61215*
* *IEC 61730-1:*
* *IEC 61701 Ed.2*

*Certificates are to be provided. Certificates found to be invalid or fraudulent will result in disqualification.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Module manufacturer** |  | |  |
| **Model and peak power** |  | |  |
| **Type (mono, poly, bifacial etc)** |  | |  |
| **Brochure submitted** |  | |  |
| **Certifications required** | ***Submitted***  ***(certificate number)*** | ***Expiry date*** | ***Issuing accreditation body*** |
| *IEC 61215* |  |  |  |
| *IEC 61730-1:* |  |  |  |
| *IEC 61701 Ed.2* |  |  |  |

Form Tech-3: PV Grid-tie Inverter

*The Bidder shall provide sample product brochure and copies of currently valid type certificates for inverters proposed in the Project.*

*Inverters shall be fully certified by an accredited entity in accordance with the most recent version of the standards specified in the Section VII. Employer’s Requirements, Part B, Section B.7.*

*Inverters shall be fully certified for:*

* *Compatibility wtith the utility interface (and anti-islanding)*
* *Automatic grid support, fault ride through, voltage support*
* *Active power control*
* *Dispatch control*
* *SunSpec Alliance modbus communications or similar*

*Certificates are to be provided. Certificates found to be invalid or fraudulent will result in disqualification.*

*AND Declaration of 100% Compliance with requirements for compatibility and control as per Section VII. Employer’s Requirements, Part B, Section B.7.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Inverter manufacturer** |  | |  |
| **Model** |  | |  |
| **AC and DC ratings** |  | |  |
| **Brochure submitted** |  | |  |
| **Certifications required** | ***Submitted***  ***(certificate number)*** | ***Expiry date*** | ***Issuing accreditation body*** |
| *DIN VDE 0126-1-1 (2013):* |  |  |  |
| *VDR-AR-N 4105 (2019):* |  |  |  |
| *Sunspec Alliance modbus* |  |  |  |
| **Declaration**  We hereby declare that the above-mentioned inverter is 100% in Compliance with requirements for compatibility and control as per *Section VII. Employer’s Requirements, Part B, Section B.7,* and all sub-sections, including:   * Compatibility wtith the utility interface and anti-islanding * Automatic grid support, fault ride-through, voltage support, frequency support, and all withstand settings * Active power control * Dispatch control and response.   If found non-compliant at any stage, the components shall be replaced at no cost to the project. | | | |
| *Name:* | | *Signature:* | |

Form Tech-4: Floating Structure for PV Installation

*The Bidder shall provide sample product brochure and copies of currently valid type certificates for floating substructures.*

*Floating Substructures shall be fully certified for:*

* *Compatibility with the marine environment*
* *Mechanical Strength*
* *Wave Tolerance*
* *Wind Tolerence*

*Certificates are to be provided. Certificates found to be invalid or fraudulent will result in disqualification.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Component** | ***Manufacturer*** | ***Model number*** | ***Rating / Tolerance / Standard*** | **Component** |
| *(List down the components of the proposed structure)* |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Declaration**  We hereby declare that the above-mentioned floating substructure for PV Installation is 100% in Compliance with requirements for compatibility for the proposed site mentioned in this project:   * Compatibility wtith the marine environment * Mechanical Strength * Wave Tolerance * Wind Tolerance   If found non-compliant at any stage, the components shall be replaced at no cost to the project. | | | | |
| *Name:* | | *Signature:* | | |

Form Tech-5: Medium Voltage Transformers, Protection and Switchgear

*The Bidder shall provide sample product brochures and certificates for all Medium Voltage equipment, comprising Transformers, MV transformer protection, MV switchgear, MV metering, and cabling.*

*Components shall meet the requirements specified in the Section VII. Employer’s Requirements, Part B, Section B.7.4 and Part D.*

*AND a Declaration of 100% Compliance with requirements for hardware compatibility with FENAKA MV network as per Section VII. Employer’s Requirements, Part B.7 and Part D.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Component** | ***Manufacturer*** | ***Model number*** | ***Rating*** | ***Brochure*** |
| *Ring switch type 1* |  |  |  |  |
| *Ring switch type 2* |  |  |  |  |
| *Circuit breaker type 1* |  |  |  |  |
| *Circuit breaker type 2* |  |  |  |  |
| *Earth switch* |  |  |  |  |
| *Auxiliary power* |  |  |  |  |
| *MV metering* |  |  |  |  |
| *Step-up transformer* |  |  |  |  |
| *RMU Protection relays* |  |  |  |  |
| *RMU Control communcaiton interface* |  |  |  |  |
| **Declaration**  We hereby declare that all MV componentry is 100% in Compliance with *Section VII. Employer’s Requirements, Part B, Section B.7 and Part D.3,* and all sub-sections, specifically noting:   * MV Switchgear *Section D.3.3* * Ring main units (RMU) *Section D 3.3* * MV metering *Section D.3.4* * Step-up transformer *Section D.3.5* * RMU protection: *Section D.3.6* * RMU communications *Section D.3.7*   If found non-compliant at any stage, the components shall be replaced at no cost to the project. | | | | |
| *Name:* | | *Signature:* | | |

Form Tech-6: Other Requirements

*In additions to the above, bidders are required to provide the following as per requirements specified in Section VII, Employer’s Requirements, Technical Specifications :*

*• PV system description, preliminary design of each PV plant along with the single-line diagrams (showing PV modules, DC cabling, array junction boxes, inverters, DB’s and LV switchgear, AC cabling, communications links, up to LV outgoer of PV plant).*

*• Interconnection single-line diagram for LV/MV networks, showing transformers, switchgear, cabling, earthing, metering, communications, weather station, and back-up power up to point-of-connection, AND Declaration of 100% Compliance with requirements for compatibility with FENAKA LV/MV network as per Section VII. Employer’s Requirements, Part B.5. and Part D.*

|  |  |
| --- | --- |
| **Declaration for MV interconnection of solar PV plant**  *We hereby declare all MV connections 100% in Compliance with requirements for compatibility with FENAKA MV network as per Section VII. Employer’s Requirements, Part B.5.and Part D.*  If found non-compliant at any stage, these shall be remedied at no cost to the project. | |
| *Name:* | *Signature:* |

|  |  |
| --- | --- |
| **Declaration for LV interconnection of solar PV plant**  *We hereby declare all LV connections 100% in Compliance with requirements for compatibility with FENAKA LV network as per Section VII. Employer’s Requirements, Part B.5.and Part D.*  If found non-compliant at any stage, these shall be remedied at no cost to the project. | |
| *Name:* | *Signature:* |

*• Brochures for minor equipment (module proposal, etc.) (OR Declaration of 100% Compliance with Employers Requirements).*

Form Tech-7: Solar Data Analysis Report Information Sheet

*The Bidder shall provide solar data analysis report with the following:*

*(a). Solar Radiation data used for each site*

*(b). Preliminary yield design calculations, similar to PV SystTM or HelioscopeTM analysis for each solar PV plant (site)* ***for first year of operation only****, including:*

* *Plant DC capacity (kWp)*
* *Energy generated (kWh/year AC)*
* *Capacity Utilization Factor (CUF)*
* *Performance Ratio (PR)*

Form Tech-8: Subcontractors / Manufacturers

*[The Bidder shall identify below subcontractors / manufacturers for major Project items. For each subcontractor / manufacturer a Letter of Intent must be provided.]*

|  |  |  |
| --- | --- | --- |
| ***Major Project Item*** | ***Proposed Subcontractors / Manufacturers*** | ***Nationality*** |
| ***Engineering, Procurement and Construction Contactor (if any)*** |  |  |
| ***Operations and Maintenance Contractor (if any)*** |  |  |
| ***[Other] (if any)*** |  |  |

Form Tech-9: Site Organization

*[insert Site Organization information]*

Form Tech-10: Method Statement

*[insert Method Statement]*

Form Tech-11: Mobilization Schedule

*[insert Mobilization Schedule]*

Form Tech-12: Construction Schedule

*[insert Construction Schedule]*

Form PER -1

**Contractor’s Representative and Key Personnel**

**Schedule**

Bidders should provide the names and details of the suitably qualified Contractor’s Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor’ Representative and Key Personnel**

|  |  |  |
| --- | --- | --- |
| **1.** | **Title of position:** Contractor’s Representative | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Health and Safety Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Social Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Form PER-2:

**Resume and Declaration**

**Contractor’s Representative and Key Personnel**

|  |
| --- |
| **Name of Bidder:** |

|  |  |  |
| --- | --- | --- |
| **Position [#*1*]: [*title of position from Form PER-1*]** | | |
| **Personnel information** | **Name:** | **Date of birth:** |
|  | **Address:** | **E-mail:** |
|  |  |  |
|  | **Professional qualifications:** | |
|  | **Academic qualifications:** | |
|  | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **Details** |  | |
|  | **Address of employer:** | |
|  | **Telephone:** | **Contact (manager / personnel officer):** |
|  | **Fax:** |  |
|  | **Job title:** | **Years with present employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
|  |  |  |  |
|  |  |  |  |

**Declaration**

I, the undersigned *[insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid;
3. result in my dismissal from the contract.

**Name of** Contractor’s Representative or **Key Personnel: [*insert name*]**

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

(d) Specific Experience

For this purpose, the Bidder shall use the relevant forms included in this Section.

Form ELI -1.1

Bidder Information Form

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of   Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4   In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1   In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Form ELI -1.2

Bidder's JV Information Form  
(to be completed for each member of Bidder’s JV)

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.  2. Included are the organizational chart and a list of Board of Directors.  3. Attached is the copy of the original document of Code of Conduct applicable for all Personnel |

Form CON – 2

Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|  Contract non-performance did not occur since 1st January *[insert year]*  Contract(s) not performed since 1st January *[insert year]* | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
|  No pending litigation | | | |
|  Pending litigation | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | | | |
|  No Litigation History  Litigation History | | | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

\* Refer ITB 15 for date and source of exchange rate.

Form CON – 3

Environmental, Social, Health, and Safety Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| Environmental and Social Performance Declaration  in accordance with Section III, Qualification Criteria, and Requirements | | | |
|  **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.   **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ES performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]* | | *[insert amount]* |
|  |  | |  |

\* Refer ITB 15 for date and source of exchange rate.

**Form CON – 4**

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration**  **in accordance with Section III, Qualification Criteria, and Requirements** |
| We:  🞎 (a) have not been subject to disqualification by the Government of Maldives or any Development Bank for non-compliance with SEA/ SH obligations  🞎 (b) are subject to disqualification by the the Government of Maldives or any Development Bank for non-compliance with SEA/ SH obligations  🞎 (c) had been subject to disqualification the Government of Maldives or any Development Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.  🞎 (d) had been subject to disqualification by the Government of Maldives or any Development Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.  🞎 (e) had been subject to disqualification by the Government of Maldives or any Development Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |
| ***[If (d) or (e) above are applicable, provide the following information:]*** |
| Period of disqualification: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| If previously provided on another Development Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)**  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contract description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Brief summary of evidence provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Information: (Tel, email, name of contact person): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate].* |

Form FIN – 3.1

Financial Situation and Performance

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

* + - 1. **Financial data**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Financial information in (currency)** | **Historic information for previous** *3 years, [three years]*  **(amount in currency, currency, exchange rate\*, USD equivalent)** | | |
|  | Year 1 | Year 2 | Year 3 |
| Statement of Financial Position (Information from Balance Sheet) | | | |
| Tangible Non-Current Assets |  |  |  |
| Intangible Non-Current Assets |  |  |  |
| Current Assets |  |  |  |
| **Total Assets** |  |  |  |
|  |  |  |  |
| Current Liabilities |  |  |  |
| Non-Current Liabilities |  |  |  |
| **Total Liabilities** |  |  |  |
|  |  |  |  |
| Share Capital |  |  |  |
| Retained Earnings |  |  |  |
|  |  |  |  |
| **Total Equity/Net Worth (NW)** |  |  |  |

\* Refer ITB 15 for date and source of exchange rate.

Net worth = Total Assets – Total Liabilities

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_*years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

 Attached are copies of financial statements[[7]](#footnote-8) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN – 3.2:

**Average Annual Construction Turnover**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Annual turnover data (construction only)** | | |
| **Year** | **Amount**  **Currency** | | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Construction Turnover \* |  | |  |  |

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.3:

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Form FIN – 3.4:

**Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |
| --- |
| **Current Contract Commitments** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel, Fax** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  | | | | | |

Form EXP - 4.1

General Construction Experience

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Starting  Year | Ending  Year | Contract Identification | Role of  Bidder |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

Form EXP - 4.1

**Specific Experience - in "Developing Projects"**

***"****Developing Projects" (floating/ground mounted/rooftop projects) in the solar energy industry means successful commissioning of a project and declaring commercial operation, in which the Applicant – (i) was an EPC contractor; or (ii) held an equity stake of not less than [51] % at the time of declaring commercial operation; or (iii) The Applicant developed the project on his own balance sheet.*

*[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture]*

Applicant’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member Name:*[insert* *full name]*ICB No. and title: *[insert ICB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No.**  *[insert number]* of *[insert number of similar contracts required]* | **Information** | | | | |
| Contract Identification | *[insert contract name and number, if applicable]* | | | | |
| Award date | *[insert day, month, year, i.e., 15 June, 2015]* | | | | |
| Completion date | *[insert day, month, year, i.e., 03 October, 2017]* | | | | |
| Role in Contract  *[check the appropriate box]* | Prime Contractor 🞎 | | Member in  JV  🞎 | Management Contractor  🞎 | Sub-contractor 🞎 |
| Size of Contract | *[insert size of the contract in KWp]* | | | | |
| Total Contract Amount | *[insert total contract amount in local currency]* | | | US$ *[insert*  *Exchange rate and total contract amount in US$*  *equivalent] \** | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | *[insert a percentage amount]* | *[insert total contract amount in local currency]* | | *[insert exchange rate and total contract amount in US$ equivalent] \** | |
| Employer's Name: | *[insert full name]* | | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | | |

\* Refer ITB 15 for date and source of exchange rate.

**Form EXP - 4.1 (cont.)**

**Specific Experience (cont.)**

|  |  |
| --- | --- |
| **Similar Contract No.**  *[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.1 of Section III: | |
| 1. Amount | *[insert amount in local currency, exchange rate, US$ in words and in Figures]* |
| 2. Physical size of required works items | *[insert physical size of items]* |
| 3. Complexity | *[insert description of complexity]* |
| 4. Methods/Technology  5. Rates for key activities | *[insert specific aspects of the methods/technology involved in the contract]*  *[insert rates and items]* |
| 6. Other Characteristics | *[insert other characteristics as described in Section VII, Scope of Works]* |

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| --- |
| Form of Tender Security (Bank Guarantee) |

The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

………………………………… {Bank’s Name, and Address of Issuing Branch or Office}

**Beneficiary: Ministry of Finance**

**Date:**

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of contract} under Invitation for Tenders No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFB”).

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ [amount in figures] (\_\_\_\_\_\_\_\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) {insert date}twenty-eight days after the expiration of the Tenderer’s Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758

[signature(s]

Section V - Eligible Countries

**Eligibility for the Provision of Goods, Works and Non Consulting Services in   
GoM Procurement**

In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1: ***none***

Under ITB 4.8 (b) and 5.1:***none***

Section VI - Fraud and Corruption

1. **Purpose**
   1. The Anti-Corruption Guidelines in this annex apply with respect to procurement under this Project.
2. **Requirements**
3. The GoM requires; bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of contracts, and refrain from Fraud and Corruption.
4. To this end, the GoM:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of inspections and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if it is determined that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Agreements, GoM may take other appropriate actions, including declaring misprocurement, if it is determined at any time that representatives of the Employer or Bidder engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the GoM having taken timely and appropriate action satisfactory to address such practices when they occur, including by failing to inform the Relevent Authorities in a timely manner at the time they knew of the practices;
15. Pursuant to the Anti-Corruption Rules and Regulations and in accordance with the GoM’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a GoM Projects (ii) to be a nominated[[8]](#footnote-9) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Goernment contract; and (iii) to participate further in the preparation or implementation of any GoM project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a GoM, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers; and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the relevant authorities to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the GoM.

PART 2 – Employer’s Requirements

Section VII - Technical Requirements

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| 1. Overview |

* 1. background

The Republic of Maldives is a South Asian Island country, located southwest of Sri Lanka and India. It is comprised of 1,192 coral islands grouped into 26 geographical atolls, spreading over an area of 115,300 sq. km and occupying a total land area of 224 sq. km. Maldives is recognized as an upper middle-income economy, with a GDP growth rate of 7% in 2019.

Out of the total 1192 islands, 187 are inhabited, 123 are self-contained tourist resorts and 128 are used for other industrial and commercial activities. The total population of Maldives is 344,023. The dispersed nature of the islands requires each island to have a separate power generation and distribution system. The powerhouses are operated mainly by three utility companies namely, State Electric Company Limited (STELCO), FENAKA Corporation Ltd. (FENAKA) and Male’ Water and Sewerage Company Pvt. Ltd. (MWSC). Maldives has achieved provision of 24 hours electricity service throughout the country in 2008.

By the end of 2018, the total installed capacity in Maldives stood as below:

* **Diesel based installed capacity:** Diesel based installed capacity in inhabited islands stood at 319 MW, and around 210 MW across resort islands, therefore, making a total of ~530 MW.
* **Renewable based installed capacity:** Total installed capacity of Renewable Energy Systems stood at 16.5 MW.

In order to ensure energy security, the Government of the Republic of Maldives (GoM) has embarked on a plan to transform the electricity sector through private sector investments in renewable energy development on a large scale. The Republic of Maldives provides an attractive destination for the private investors due to the enabling policies and programs of the GoM. Maldives Energy Policy and Strategy 2016 seeks to promote renewable energy in the country and to encourage private sector renewable energy development and deployment.

Furthermore, Maldives is located at the Equator and receives abundant solar energy. It has on average 280 – 300 sunny days per annum. The Daily Average Global Irradiation in Maldives is around 4.5-6 kWh/m2/day. There are several solar PV projects that have already been installed/awarded in the country through various modes under different programs. Since 2016, the solar PV installation growth rate is in the range of 45%-55% annually.

* 1. Project investments and arrangements

The investor will be required to sign a land use agreement with the Island Council., and a long term Power Purchase Agreement (PPA) with the FENAKA Corporation Limited (FENAKA) for offtake of the energy generated. The Project will be developed similar to DBFOOT model.

**HA. HOARAFUSHI:** The total population is around 3400 with annual power consumption of around 2.372 million kWh in 2018. The installed capacity includes 1350 kW of diesel generators and 340 kW of Solar PV. Solar capacity considered for installation in the island under this RFB is 2 MWp.

With this RFB document, the GoM invites Bidders to submit Bids for installation of grid-tied floating solar photovoltaic system and deploy Battery Energy Storage System including Energy Management System in Ha. Hoarafushi on design, build, finance, own, operate, and transfer basis. Selected bidder will be responsible for *design, build, finance, own, operate and transfer* of all facets of the project and for generating the required minimum generation output as described in the bidding document.

The scope of services requested shall include, but not be limited to site assessment, providing all labor, services and equipment necessary to develop, permit, design, engineer, procure, install, construct, test, commission, monitor, operate, and maintain fully operational generating facilities, including overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the project in accordance with the PPA.

The investor will be required to establish a BESS which would accommodate Solar PV power, over and above the peak load. The BESS should facilitate grid stability at all times to enable high levels of renewable energy penetration, as well as function as a substitute against diesel-based power during non-solar hours. The developers would be assured 100% off-take under a Power Purchase Agreement (PPA) with the utility.

The selected bidder would be required to sign a standard PPA with the Utility for a period of 15 years. The site would be made available free of charge through a separate agreement (license agreements) between the site owner (HA.Hoarafushi Council) and the selected bidder as per the terms and conditions specified in the relevant Site Agreement.

The selected bidder will be required to enter into the following Project Agreements:

* **Power Purchase Agreement (PPA)** with FENAKA for offtake of energy generated.
* **Site Agreements** with the owners of sites utilized for the project. Site Agreements consists of License Agreements. Site Agreements will define the rights and obligation of the selected bidder and the site owners.

The agreements mentioned above may be amended following bidders’ queries. Once amended, they should be considered final and no substantial amendment shall occur after submission of bids and award. These documents would be shared with the bidders at the bidding stage.

The bidder would be required to commission the project by the Scheduled COD, i.e. within twelve (12) months of the Contract Date. The program structure is represented below:

* 1. DOING BUSINESS IN MALDIVES

The Ministry of Economic Development, Government of Maldives has set up an agency, called “Invest Maldives” for promoting and facilitating foreign investments into the Maldives and is responsible for investment promotion, facilitation and registration. Invest Maldives offers a one-stop shop that takes investors through the A-Z of investing in the Maldives. It is a process that has been streamlined through changes in laws and regulations, and well-defined procedures, designed to offer clarity, security, convenience and speed for investors looking at investing in the Maldives.

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| --- |
| 1. Specifications |

* 1. SCOPE OF WORK

General Scope

The Contractor shall be responsible for design, built and operate a 2 MWp floating solar PV plant and BESS in HA. Hoarafushi Island. The contractor shall size and design the BESS and EMS system to utilize the PV produced from the PV plant without comprimizing the grid stability.

The contractor is responsible for connecting the PV system to the existing grid, including step-up transformers, step-down trasformers and 11kV cables from PV site to Powerhouse.

Site Specific Data

An aerial view of an island

Description automatically generated

Proposed Location

For PV Installation

*Figure 1: Proposed Location for floating PV Installation*

|  |  |
| --- | --- |
| Site | GPS Location |
| Proposed PV Location | 6°58'27.55" N 72°53'50.58" E |
| Powerhouse | 6°59'00.78" N 72°53'52.54" E |

*Figure 2: GPS Locations*

Diagram

Description automatically generated

*Figure 3: Schematic Block of the Proposed System*

|  |  |  |  |
| --- | --- | --- | --- |
| Generator Details | Alternator | Capacity | Genset Controller |
| **Cummins NT855-G4** | Stamford | 200kW | DSE8810 |
| **Volvo TAD1345GE** | Stamford | 350kW | DSE8810 |
| **Cummins KTA38-G5** | Stamford | 800kW | DSE8810 |
| **Cummins KTA38-G2** | Stamford | 600kW | DSE8810 |

*Figure 4: Existing Genset Details in Hoarafushi Powerhouse*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Minimum | | | Maximum | | |
| kW | Time | Date | kW | Time | Date |
| 254 | 0630 | 04/16/2020 | 834 | 12:30 | 26/11/2020 |

*Figure 5: Minimum / Maximum Load*

Chart, line chart

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*Figure 6: Hourly Load in a Typical Day and Average of August 2020*

Table

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*Figure 7: PV Energy Produced from Existing System in October 2020*

A picture containing text, electronics

Description automatically generated

*Figure 8: Actual Load Growth in Last 8 years \_ Hoarafushi*

Chart, bar chart

Description automatically generated

*Figure 9: Load Forecast for next 20 years \_ Hoarafushi*

Key items of work for winning Contractor include, but not limited to:

1. Assessment of existing site conditions.
2. Preliminary design based on the assessment and the design criteria, including studies and preliminary reports to be submitted.
3. Detailed survey and design of an optimal System.
4. Fulfil the requirements in the EIA regulations, 2007.
5. Procure, transport, clearances and duties, and install the System as per the approved design at the site.
6. Necessary works and adjustments for the interconnection of the System to the grid maintained by the respective utility in accordance with the regulation of Utility Regulatory Authority (URA).
7. Obtaining all necessary permits in accordance to the relevant laws and regulations
8. Appropriate measures to prevent any operational malfunction or physical damage on the existing distribution system, diesel engine generators and/or every other distribution networks.
9. Pre-commissioning and commissioning tests of the PV systems under the witness of Employer or an independent third party approved by the Employer.
10. Operation and Maintenance of all facets of the project and for generating the required electricity as described in the bidding documents and project agreements.
11. If so required, scope of works includes removal/demolition, transportation and disposal of any waste materials and temporary structures installed for the purposes of carrying out the works.

Project Design Documents

The following documents shall be submitted to the Employer by the winning Contractor:

1. *Detailed Design Report* with studies and calculations, survey results including engineering studies.
   * Power system studies
   * Protection study
   * Earthing study
   * Cable sizing;
2. *Detailed Design Drawings* including array structures and interconnections
3. *Certified Solar Yield Analysis* for 20 years
4. *Assessment on Environment and Social Management* as per the environment and social performance standards acceptable for the proposed Solar PV project.
5. Detailed work and implementation schedule (indicating major milestones).
6. *Exit Management Plan* as per PPA, prior to COD.

Implementation and Conditions on Site

It is the Contractors’ responsibility to obtain all the permits required (from regulatory authorities, service providers etc.) for the designs, and for construction.

The Contractor shall not be allowed to undertake any physical activities until the relevant clearances are obtained by the Environment Protection Agency as per the Environment Impact Assessment Regulation (2012) of Maldives.

Ground water shall not be used for any construction. Coral sand shall not be used for any concrete works. Sand shall not be taken from the island or the island lagoon.

Quality of construction and materials shall be as specified in the technical specifications. Contractor shall submit manufacturers and / or supplier specifications for any materials or works not covered in the technical specifications.

The contractor shall have its quality control measures in place and submit quality reports regularly. Apart from this the Employer may at any time without notice carry out independent quality assurance tests to verify the quality of materials and works. If the quality of materials or works is below the specified standard the contractor shall rectify the situation to the satisfaction of the Employer at its own expense

The confirmation of the lagoon/ground conditions is the responsibility of the Contractor.

The Contractor shall provide the testing results provided by an independent third party.

Electricity and water required for the project shall be supplied to the Contractor bidder at his expense.

The metric system of units shall be used throughout.

* 1. COMPLETING THE TENDER DOCUMENTATION

Design basis

Bidders are to offer solar PV plant to meet the minimum capacity requirement with a **design life of 20 years.**

The contract and PPA shall be based on the actual installed capacity (kWp), as per nameplate and as tested. Oversizing of plant shall be not permitted unless the full sizing is reflected in the PPA. The minuimumn CUF for the PPA adminstration 17.0%.

Technical Information to be submitted

The Bidder shall submit the following technical information with its Bid, which shall be provided as per *Bid Forms, Technical Proposal:*

* Preliminary yield design calculations.
  + DC kWp capacity proposed per site, meeting the minimum and any maximum stated in this RfB.
  + CUF (Year 1), PR (Year 1),
  + kWh/annum expected (Y1-20), expected annual degradation of capacity.
* PV system description, preliminary design of each system along with the single-line diagrams (showing modules, junction boxes, inverters, DB’s, LV/MV metering, LV/MV point-of-connection description, comminciations etc).
* Interconnection single-line diagrams for LV/MV networks, showing transformers, switchgear, cabling and metering up to point-of-connection (AND declaration of 100% compliance with requirements for compatibility with FENAKA LV/MV network).
* Brochures and certificates for proposed major equipment (PV modules, PV inverters, transformers, switch-gear and cabling, AND declaration of 100% compliance with requirements for these components).
* Array structure proposal in draft confirming compliance PV carrying capacity, with orientation and tilt of the PV arrays for all critical sites and tilt adjustability (AND declaration of 100% compliance with requirements as may be determined for specific sites).
* Brosures and Specification of floats, anchoring system and mooring. The specification should prove the reliability of these products and compatibility with marine environment and should define the degree of resistance to the waves. Also should provide the details of sites where the products are installed in a similar nature.

Detailed designs are not required at time of bidding. Bidders are required to show preliminary concept of design and understanding of the design constraints, and to declare that they will resolve these. Beyond that, Bidders need only to proceed to design in sufficient detail for their own costing for tariff calculation. Detailed design and engineer certifications will only be required from the winning Contractor.

Work Teams

The Bidder shall demonstrate a technical team capable of carrying out the tasks in addition to a construction team with relevant experience required. The structure of this team for planning and installation, and for operation during the full PPA term, shall be presented in the bid submission.

* 1. SYSTEM DESIGN

The Contractor is entirely responsible for entire system design.

* 1. ConstrucTION QUALITY AND SAFETY

The entire contract must be carried out in accordance with the latest revisions and amendments of relevant IEC standards as in force in Maldives. Furthermore, the installations much comply with the technical requirements prescribe by the Utility Regulatory Authority , as well as any other laws or regulations of Maldives.

All drawings and electrical designs and engineering studies shall be approved URA licenced engineer, and by signed FENAKA and URA prior to works commencing.

URA Installation Standards shall be followed as a general guideline, unless this project specification specifically over-rules those standards. Each installation shall be certified to meet or exceed the *URA Installation Standards.*

AC side of the facility installation (LV and MV):

* *Utility Regulatory Authority : Installation Standards*
* ***Part D: Solar Farm Connection Requirements***describing MV and LV interconnections

DC side of PV installation:

* *IEC 62548 Ed.1: Installation and safety requirements for photovoltaic (PV) generators*
* *IEC 60364-7-712 Electrical installations of buildings – Part 7-712: Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems*
* *IEC 60364-9-1: Low-voltage electrical installations - Part 9-1: installation, design and safety requirements for photovoltaic systems (PV).*
* *IEC 62446: Grid connected PV systems - Minimum requirements for system documentation, commissioning tests and inspection*
  + *Once published IEC 60364-9-1 Ed.1.0 will cancel and replace IEC 60364-7-712 Ed.1.0. and IEC 62548 Ed.1.0).*

System Monitoring:

* *IEC 61724-1: Photovoltaic system performance – Part 1: Montoring*.
  1. COMPATIBILITY WITH THE UTILITY INTERFACE

Technical Requirements for Grid Connection

URA has provided guidance on technical requirements for photovoltaic grid connectionthat needs to be complied by the bidders with respect to grid connection.

Network ownership and responsibility

All new cables and equipment required for interconnection of the PV systems to the utility network shall be installed as part of the project cost-to-developer, as described, to URA standards or to FENAKA standards (safety, switchgear), and performance specifically at point of connection.

The interconnection network shall be owned by developer and operated and maintained by developer until end of project PPA contract.

Solar plant interconnection requirements

The interconnection and performance requirements are detailed in ***Part D: Solar Farm Connection Requirements***.

* *D.1. Introduction*
* *D.2. Solar Farm configurations*
* *D.3. 11kV connections*
* *D.4. LV connections*
* *D.5. Grid support (PV inverters)*
* *D.6. Communication interface*
* *D.7. Weather station*
* *D.8. Standards*
  1. Array locations and structural requirements

Solar PV plant locations may range from Lagoons in close proximity to runways, around the island.

* 1. TECHNICAL SPECIFICATIONS FOR KEY PV PLANT COMPONENTS

In general the specification is a performance specification for 20 years. However, there are certain minimum requirements w.r.t. quality of installations, safety concerns, earthing, grid compatibility, and the degradation of performance of any of the former; as well as the fact that systems **shall be handed over after 15 years to the Utility and should have at least a further 10 year useful life.**



Equipment and Installation shall be certified according to equivalent and comparable international standards.

Key specifications of the main products and supplemental information.

* Photovoltaic Modules shall provide more than 90% of the rated minimum output for 10 years and provide more than 80% of the rated minimum output for 20 years under STC conditions.
* PV inverters shall meet the requitements including:
  + Automatic cut off in case of the grid failure
  + To avoid islanding operation, Power conditioners shall be equipped with proper detect functions by both active and passive protections to detect any power outages or failures on the grid..
  + Synchronization with the grid frequency

PV inverters shall also provide autonomous and automatic grid support functionality for frequency and voltage control and fault ride through events for the purpose of maintaining the plant within grid-compliant limits. It is also required to respond to dispatch instructions (external command) to vary the operating grid support mode or settings, and to curtail active power output.

PV inverters shall meet the specific requirements.

* ***DC power regulation***: the inverter shall not switch off under overload-conditions arising from high DC power inputs (high irradiance or high temperatures), but shall regulate array power to continue operating at nominal power.
* ***Dynamic grid support*** – fault ride through to prevent immediate disconnection in the case of voltage/frequency dips on the mains supply (*VDE-AR-N 4105, BDEW Medium Voltage Directive,etc*)
* ***Frequency – dependent active power supply/reduction for under/over-frequency*** conditions (*VDE-AR-N 4105,BDEW Medium Voltage Directive, etc*).
* ***Supply/absorb reactive power on voltage (Q(U)control)*** during fault ride through and otherwise to counter mains voltage rises/dips (*VDE-AR-N 4105,BDEW Medium Voltage Directive, etc*).

**Dispatch control and response:**

* Standard modbus interface for active control of set-points via command of remote dispatch from centralized plant control is a requirement, adjustable parameters including: shutdown, power limiting curtailment capability, ride-through, dynamic voltage control, etc of all of the above. Ideally using standard open source-communication protocols such as certified interfaces *SunSpec Alliance’s SunSpec Modbus, SunSpec RapidShutDown,*  *SunSpec IEEE2020.5/CSIP.*

**Certifications**: as per stated below:

The inverter shall conform with advanced features which enable integration of higher RE factions into the grid, via at least the following recent gird support functions

* DIN VDE 0126-1-1 (2013) A*utomatic disconnection device between grid parallel power generating system and the public low voltage grid grid* (for frequency and voltage disconnection limits), *and*
* VDR-AR-N 4105 (2019): *Power generating plant in low voltage grid* or similar such as
* *G83/1-1, EA Engineering Recommendation G83/1-1: Amendment 1-June 2008, Recommendation for the connection of small-scale embedded generators* (up to 16 A per phase) in parallel with the public low-voltage distribution networks.
* AS 4777.2 (2015): *Grid connection of energy systems via inverters – inverter requirements*
* EN 50438, *Requirements for the connection of micro-generators in parallel with public low-voltage distribution networks*
* UL1741, *Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources*
* IEEE 1547 (2018): *Standard for interconnecting distributed resources with electric power systems*

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| 1. General Site Descriptions |

* 1. Special Site consIderations

The level of preparatory and construction works is site specific, and the winning bidder will be required to carry out all of the required activities in accordance to the standards and guidelines as prescribed. This sectio following gives a summary of some special consideration that have to be taken into account based on nature of some sites.

In general, it is the bidders responsibility, prior to bidding, to assess and verify the level of effort that will be required for each site in order to construct the plants in the respective sites prior to bidding, based on the provided information, and any site visits that the bidder may arrange themselves at their own cost. Furhtermore, for the winning bidder, prior to construction, any detailed designs will need to be done based on their own assessments prior to finalization of any designs.

Following are some of the key considerations depending on the nature of the sites.

Airport restrictions & glare mitigation

In general there are restrictions in design in airport areas or nearby areas due to obstacle height restricions in flight paths and also due to risks of glare should be considered. It will be the responsibility of the winning bidder to do their own analysis and demonstrate the requirement during the construction stages.

Interconnection cabling installations

All sites will requie underground cabling whereever required.

Safety Measures

In public areas, safety cosideraitons must be a priority. All measures should be taken to prevent any injury or harm to the public, without compromising the normal or intended use of the area and should be comliant with all required regualtions, standards and guidelines.

Restrictive access

All installations, particularly in areas with access to the public, should ensure restricted access to owners equipment and protect from vandalism.

|  |
| --- |
| 1. Solar Farm Connection Requirements |

It is the responsibility of the PV systems operator (Seller) to ensure power quality at the point of connection remains within the specified ranges, and that the PV system provides active network support to maintain these ranges. The due diligence into the quality of the inter-connection, in order that the PV power can be evacuated without encountering out-of-range power quality conditions, is the responsibility of the PV systems operator. The PV systems operator is responsible for ensuring the installation quality and performance of inter-connection.

* 1. Introduction

This specification is intended to provide for likely ranges and possible contingency options in respect of these matters, which can be finalised during detailed design by the IPP contractor. This document is limited in scope to specifying the minimum technical requirements from the electrical and communications interface between the solar farm LV inverter outputs up to the 11kV connection point/s within the new system.

* 1. Solar Farm connection configuration

Connection voltage

Solar Farm point of connection voltage will be dictated by:

* 1. availability of point of connection, and
  2. proposed load size.

The capacity of the 400 V systems requires that Solar Plant loads can only be applied as indicated below.

|  |  |  |
| --- | --- | --- |
| **Based Output of PV System (kW)** | **Breaker Capacity (A)** | **Interconnection Voltage** |
| <7 | 40A | LV (1P, 230V) |
| 7-35 | 63A | LV (3P, 400V) |
| 35-175 | 315A | LV(3P, 400V) |
| 175> | - | MV(3P, 11kV) |

In addition reliability of supply requirements will apply on a case by case basis.

* 1. 11kV connections

Each 11-kV connection will be provided with a ground based outdoor ring main unit (RMU) consisting of two isolators, feeder circuit breaker earth switch, metering, protection and control interfaces.

Solar PV generation will be converted from DC to LV AC, at voltage selectable by the Contractor appropriate to the selected inverter type (but not more than 1,000 V). As Maldives commonly operates at 400 V for LV systems, 400 V should be used where it is an option without cost impact. LV feeders will feed to a single step up transformer sized to accommodate maximum generation output, and any harmonic loads.

Physical limits

The scope of work of the Solar PV contractor ends at the terminals of the network size switches of the RMU.

Connection to the grid will be the responsibility of the Employer. The contractor is expected to cooperate with others to enable completion of the electrical and communications connections. Two arrangements, loop feeders and radial feeders, are considered.

Environmental conditions

The Solar power station, including all supporting infrastructure, shall be designed and constructed to operate normally under the environmental conditions in the Maldives.

Switchgear

All switchgear must be selected to ensure it is reliable, compatible with subsystems and equivalent products, readily serviced, and that spare parts are readily available. To this end, all components must be selected from suppliers continuously servicing utilities in major international markets including Europe and the USA for a minimum of 10 years. Specific products or their product chains must have been offered for at least 5 years, and manufacturers must offer a commitment to support the product for a minimum of 10 years.

In regard to all switchgear the requirements of *Section VII. Employer’s Requirements, Part B, Section B.7* shall apply unless otherwise stated.

Nominal system values

|  |  |  |
| --- | --- | --- |
|  | Parameter | Value |
| 1 | Nominal System Voltage | 11kV |
| 2 | Maximum Continuous System Voltage | 12kV |
| 3 | Circuit Breaker Nominal Current (Ir) | 200A |
| 4 | Lighting Impulse Withstand Voltage (Up) | 95 kV |
| 5 | Power Frequency Voltage Withstand (Ud) | 38 kV |
| 6 | System Frequency | 50 Hz |
| 7 | Rated Short Circuit Current | 21 kA |
| 8 | Duration of Short Circuit | 3s |
| 9 | Peak making current (Ip) | 53 kA |
| 10 | Time constant | > 45ms |
| 10 | Time constant | > 45ms |
| 11 | Bus bar and Isolators Nominal current (Ir) | 630A |

RMU Configuration

The solar farm RMU shall have the following general configuration:

|  |  |
| --- | --- |
| * Ring switches | 2 |
| * Circuit breakers | 1 |

*Enclosure*

|  |  |
| --- | --- |
| * IP Rating | IP65 |
| * Rain shield | Yes |
| * Lifting rings | minimum2, OEM to confirm suitability |
| * Colour | to be specified |
| * Paint | ISO C5 Marine Grade Paint coated enclosures |
| * Height above ground | Base must be mounted a minimum of 500 mm above the local ground surface to reduce potential for inundation. |

*Circuit Breakers*

|  |  |
| --- | --- |
| * Type | Vacuum |
| * Rated current | 200A |
| * Closing (Motor driven charging) | Yes |
| * Spring recharge after closing | Yes |

*Ring Switches*

|  |  |
| --- | --- |
| * Remote operation capability | Yes |
| Safe operating procedures for closure to be established between Contractor and Grid Operator. Grid Operator shall have authority for remote disconnect if required for system safety or stability (dispatch control to be used preferentially). | |

*Earth Switches*

|  |  |
| --- | --- |
| * Type | Fault making |
| * Making capacity | 40 kA peak |
| * Circuit earth switch interlock | Yes, with associated circuit breaker |
| * Remote operation capability | Yes |

*Feeder CTs & VTs*

* + Contractor to specify

*Feeder Protection Relay*

|  |
| --- |
| * Required |
| * Functions – as detailed below. |

*Communications interfaces* Modbus

*SCADA interface* Modbus

*Capacitive Voltage Indication*

|  |  |
| --- | --- |
| * Required | Yes |
| * Electrical interlock | Contractor to specify |

*Surge Arrestor*

|  |  |
| --- | --- |
| * Required | Contractor to specify |

*Auxiliary Power*

|  |  |
| --- | --- |
| * Required | Yes |
| * Auxiliary equipment AC voltage | 400/230 V AC |
| * Tripping and closing supply voltage | 110 V DC |
| * Indication supply voltage | 110 V DC |
| * Spring charge motor voltage | 110 V DC |
| * Alarm supply voltage | 110 V DC |
| * Redundant trip coils | Yes |
| * Redundant trip supplies | Yes |
| * Load | To be calculated by Contractor |
| * UPS power | Yes, to comprise of rectifier and battery bank |
| * Backup duration | Minimum 12 hours without AC supply |
| * Redundant DC supplies | required |

*Metering*

|  |  |
| --- | --- |
| * Required | Yes, as per section D.3.4 below |

Metering

All MV sites shall have installed a revenue meter and Power Quality Meter on each feeder at the point of connection to the network.

Revenue Meters and Power Quality Meters shall be fed from separate CT cores.

Revenue Meters and Power Quality Meters may share VT secondary supplies.

All MV metering shall comply strictly with requirements specified below.

Revenue Meters

* Revenue meter: Class 0.5
* Voltage input
  + 57.7 to 240V
  + Burden IEC 62053-61 compliant
* Current input
  + CT range 1/10A, 5/10A, 5/20A
  + CT limit 20 x Imax for 0.5 sec
  + Burden <0.5VA/phase
* Frequency 45 to 65Hz
* Four quadrant metering – 3 elements
  + Import/Export/Absolute Wh, varh and VAh
  + Fundamental Wh
  + Per quadrant Wh, varh and VAh
  + Phase A, B, C and Total - W, var, VA, Vrms, Irms
  + Power factor, frequency, phasor angles
* Communications
  + Optical ports and RS485 multi drop (2 or 4 wire RJ45 or screw terminals)
  + DLMS
  + MODBUS
* PQM - Total Harmonic distortion THD
* PQM – Unbalance (sequence components)
* PQM – programmable sag and swell
  + recording to 5 cycle resolution
  + record time/date/phase/duration/average and worst excursion
* Load profiling over 5000 days
* Time of use records
* Tamper detection and alarms
* Conforms to IEC 62052-11, 62053-21, 62052-31, 62053-22, 62053-23, 62053-24

Power Quality Meters

* Power Quantities:
  + All 3-phase configurations.
  + Active power [kW], Reactive power [kVAr], Apparent power [kVA], Power Factor and cos phi displacement factor, Active Energy [kWh], Reactive energy [kVArh], Apparent energy [kVAh]
  + Energy accuracy class 0.2S (IEC 62053-22)
* Frequency nominal 50Hz system
* Harmonics data:
  + 100 individual harmonics of voltage
  + 100 individual harmonics of current
* Power harmonics - Harmonic power with direction
* Flicker – Calculate IFL, Pst and Plt to *IEC 61000-4-30* Class A
* Voltage channels
  + minimum 4
  + resolution 24 bit
  + accuracy 0.1%
* High speed voltage channels
  + +/-2.8kV peak level
  + Detection rate up to 31 000 p/c @50Hz
* Current inputs
  + minimum 4 isolated inputs
  + resolution 24 bit
  + accuracy 0.1%
* User configurable Analogue inputs
  + minimum 6
  + voltage or current
* Communication and remote read:
  + Modbus compatible
  + Modbus TCP/IP preferred
* Tamper detection and alarm: Yes
* Data logging: Minimum 1-year storage at 30-minute intervals
* Battery backup: Yes
* Display: Configurable
* Complies with:
  + EMC: *EN 50081-1,2, EN 50082-1,2*
  + Voltage characteristics: *EN 50160, EN 61000-2-2, EN 61000-2-12*
  + Harmonics: *IEC 61000-4-7*
  + Flicker: IEC 61000-4-15
  + Power quality measurement methods: *IEC 61000-4-30,* Class A,
  + *IEC 62052-11, IEC 62053-21, IEC 62052-22, IEC 62053-23* compliant

Step-up Transformer

Step-up transformers must be selected to ensure they are reliable, compatible with subsystems and equivalent products, readily serviced, and that spare parts are readily available. To this end, step-up transformers must be selected from suppliers continuously servicing utilities in major international markets including Europe for a minimum of 10 years. Specific products or their product chains must have been offered for at least 5 years, and manufacturers must offer a commitment to support the product for a minimum of 10 years.

Step-up transformers shall be rated for inverter source operation and the environment in which each system will operate and shall be provided with protection and monitoring devices such as, but not limited to, pressure relay, oil and winding temperature and oil level.

Transformers are to be enclosed in self bunding Kiosks. Where Kiosk enclosure is not practicable due to transformer size and/or cooling requirements a suitable switchyard and security fence shall be provided.

Transformers will be sized by the tenderer to accommodate the solar plant full load capacity over the full design output, active and reactive power range. An allowance of a 5% capacity shall be added to the final transformer calculation.

Transformers will be provided with off load tap changers. The number and range of taps shall be determined by the tendered during detail design of the site. Tap position indications will be incorporated with site control system for remote monitoring.

It is recommended that the Contractor consider and specify the transformer with a capacitive shield to reduce high frequency harmonics injected into the HV side of the transformer and connected cables.

Note: Throughout the specification two winding transformers have been referred to as indicative of the requirements for the sites. This specification does not prohibit the use of three winding transformers. Three winding transformers will be considered where load size and or harmonic constraints would suggest a three winding transformer is the cost-effective solution.

Construction Characteristics

|  |  |  |
| --- | --- | --- |
| * Type | Oil immersed transformer of sealed type construction | |
| * Oil type | Mineral oil | |
| * Primary insulation level | 12 kV | |
| * Primary voltage | 11 kV | |
| * Secondary voltage (no load) | TBA | |
| * Impedance | Contractor to specify | |
| * Winding configuration | Dyn# (#=contractor to specify) | |
| * Impulse withstand | 95 kVpeak | |
| * Harmonic K factor | 1 – refer to section D.3.8 below | |
| * Power frequency withstand | 38 kVrms | |
| * Frequency | 50 Hz | |
| * Rating | Contractor to specify | |
| * Cooling | ONAN | |
| * HV connection | Bottom (conduit) | |
| * LV connection | Bottom (conduit) | |
| * IP Rating (Enclosure) | 56 | |
| * Operating temperature | -4°… + 45 °C without de-ratings | |
| * Altitude | < 1000 m | |
| * Environmental class | E2 | |
| * Climate class | C1 | |
| * Fire class | F1 | |
| * Accessories |  | |
| * Oil and winding temperature monitoring; | |  |
| * Oil level indicator; | |  |
| * Oil drain valve and filler cap; | |  |
| * Ratings plate in English | |  |
| * 4 flat bi-directional rollers | |  |
| * 2 earthing points | |  |
| * Anti-vibration pads | |  |

Protection

RMU’s shall be provided with multifunction protection relays. The Back-protection functions will be provided by the next upstream protection device to the POC. An inter-tripping scheme between the POC point of isolation and the Solar PV incomer CB will be implemented. As a minimum the inter-tripping scheme shall provide:

1. CB fail back up tripping and
2. anti-island protection tripping

Inter-tripping will be via a dedicated fibre optic link using Modbus TCP/IP protocols.

Each solar RMU shall have the following protection functions:

* 27 – Under voltage;
* 46 – Negative sequence;
* 50 – Instantaneous overcurrent;
* 50N – Instantaneous earth fault overcurrent;
* 51 – Time delay overcurrent;
* 51N – Time delay earth fault overcurrent; and
* 50CBF – Circuit breaker fail.

The solar inverters shall be connected to the solar step up transformer. Each RMU shall have the following transformer protection functions:

* 49 – Thermal; and
* 69 – Buchholz (only if oil type transformers are used);

Step-up transformers. The solar inverters shall be connected to the solar step up transformer. Each RMU shall have the following transformer protection functions:

* 49 – Thermal; and
* 69 – Buchholz (only if oil type transformers are used);

Control / Communications interface

The RMU shall interface with the PV station control system for local and remote monitoring and control. Refer to *Section D.6* for system communication details.

A locally mounted HMI shall be provided to allow full local control of the RMU and its auxiliaries. The HMI shall be mounted in a suitably weather-proof enclosure, remote from the RMU such that the Operator does not need to stand in front of the RMU during local operation of the RMU and its CB’s, isolators and earth switches. This may be consolidated with the solar farm HMI.

* 1. LV connections

Where connection at 400 V (3 phase) or 230 V (single phase) is applicable, the connection arrangements acceptable to FENAKA

LV grid connection

For LV connections, the Solar PV IPP is responsible for undertaking the connection to the grid. Where the connection point is not compliant with existing URA standards for electrical installations in the Maldives, remediation of the relevant hardware by the Solar PV IPP is required.

LV metering

LV sites will be fitted with Revenue and Power Quality Metering as described in *section D.3.4 above*.

LV sites of less than 175kW installed PV capacity will not be required to fit a separate Power Quality Meter. The Revenue Meter may be used to provide required PQM data.

LV sites of greater than or equal to 175kW installed PV capacity will be required to fit a separate Power Quality Meter in addition to the Revenue meter as described in *section D.3.4 above*.

Engineering studies

The contractor will be required to submit for review and approval the following, minimal set of Engineering studies to support the LV site design.

1. Power system studies including but not limited to the following:
   1. Short-circuit analysis, minimum and maximum fault levels and locations;
   2. Insulation co-ordination and lightning mitigation
   3. Arc fault levels;
2. Protection study that documents:
   1. Protection coordination with upstream devices;
3. Cable sizing report documenting:
   1. LV AC cable Sizing calculations (capacity, voltage drop, fault capacity, design assumptions, losses etc.)
   2. DC Cable Sizing calculations (capacity, voltage drop, fault capacity, design assumptions, losses etc.)
   3. Cable trench design parameters
   4. Grid support

Solar PV plant of 35kW and larger installed PV capacity is required to provide autonomous and automatic grid support functionality for frequency, voltage control and fault ride through events.

Solar PV plant of 100kW and larger installed PV capacity is also required to respond to dispatch instructions (external command) to vary the operating grid support mode or settings, and to curtail active and reactive power output.

Frequency Variation

For fault events, the solar PV plant must remain connected and fully operational for duration as shown in the following table.

|  |  |
| --- | --- |
| Frequency | Duration (s) |
| f >56 | Instantaneous disconnection |
| 54< *f* ≤ 56 | 1 |
| 52 < *f* ≤ 54 | 20 |
| 51 < *f* ≤ 52 | 180 |
| 49≤ *f* ≤ 51 | Continuous |
| 49< *f* ≤ 47.5 | 180 |
| 47.5< *f* ≤ 46 | 30 seconds |
| 46< *f* ≤ 44 | 1 second |
| *f* < 44 | Instantaneous disconnection |

Ride through settings must be configurable in at least six bands between 44 Hz and 56 Hz.

If default capability of equipment exceeds this requirement, the default capability must be maintained and accessible to the Employer without restriction.

Voltage withstand capability

For fault events, the solar PV plant must remain connected and fully operational for duration as shown in the following table.

|  |  |
| --- | --- |
| Voltage (p.u.) | Duration (s) |
| *V*>1.5 | Instantaneous disconnection |
| 1.15≤ *V* ≤ 1.2 | 0.2 |
| 1.12≤ *V* ≤ 1.15 | 70 |
| 0.85≤ *V* ≤ 1.12 | Continuous |
| 0.75< *V* ≤ 0.85 | 70 |
| 0.65< *V* ≤ 0.75 | 15 |
| 0.45< *V* ≤ 0.65 | 2 |
| 0.25< *V* ≤ 0.45 | 0.8 |
| *V* ≤ 0.25 | 0.15 |

If default capability of equipment exceeds this requirement the default capability must be maintained and accessible to the Employer without restriction.

Ride through settings must be configurable within the above requirements.

Solar PV plant should not consume reactive power during fault events.

Voltage support

The solar PV plant shall be capable of contributing to voltage control at the point of connection by regulation of its reactive power (within its prescribed range) to maintain a voltage set point (voltage control mode).

The solar PV plant shall be capable of maintaining its reactive power contribution (within its prescribed range) at the point of connection at a set-point by regulation of its voltage.

The solar PV plant shall be capable of maintaining its power factor (within its prescribed range) at the point of connection at a set-point by regulating voltage and reactive power.

The prescribed range for reactive power capability is shown in the following table:

|  |  |
| --- | --- |
| **Active power  (100% = declared AC power of the plant)** | **Reactive power / power factor range** |
| P = *100%* | -45% *Q* < 45% |
| 10% < *P* ≤ 100% | 0.9 lagging < pf < 0.9 leading |
| *P* ≤ 10% | 0 |

If default capability of equipment exceeds this requirement the default capability must be maintained and accessible to the Employer without restriction.

Voltage control through settings must be configurable within the above requirements.

Active power control

The Solar PV Plant may be required to reduce active power in response to over-frequency events, or, if curtailed, to increase active power to the extent possible in response to under frequency events. This droop control functionality must include a dead-band and be configurable. Nominally, the gain on active power control will be 20 p.u, with a 0.5 Hz dead-band

Except as specified elsewhere in this document, functionality of the solar PV plant, including automatic grid support functions must comply with:

* DIN VDE 0126-1-1 (2013) Automatic disconnection device between grid parallel power generating system and the public low voltage grid (for frequency and voltage disconnection limits), and
* VDE-AR-N 4105 (2019): Power generating plant in low voltage grid

Or alternatively, any of the following:

* G83/1-1, EA Engineering Recommendation G83/1-1: Amendment 1-June 2008, Recommendation for the connection of small-scale embedded generators in parallel with the public low-voltage distribution networks.
* AS 4777.2-2005: Grid connection of energy systems via inverters – inverter requirements:
* EN 50438, Requirements for the connection of micro-generators in parallel with public low-voltage distribution networks
* UL1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
* IEEE 1547: Standard for Interconnecting Distributed Resources with Electric Power Systems
* Dispatch control
* The solar PV plant must respond to instructions from the grid control system, where safe to do so, as follows:
* Change upper limit on active power output: Match commanded limit within 2.0 s of receipt of signal via ramp in active power limit.
* Loss of communications: Maintain previous active power limit; or Include optional setting to revert to pre-set active power limit
* Change in voltage control mode: Change to commanded mode within 30 seconds.
* Shutdown: Reduce active power to zero within 2.0 s of receipt of signal via ramp.
* Start: Commence standard safe start procedure to be determined during design.
* Emergency stop: Open remotely operated circuit breakers and initiate OEM rapid shutdown procedure.
  1. Communications interface

To support centralised grid operation and dispatch control, data from the PV plant must be available via a router/switch/patch-panel installed as part of the solar PV Plant. The communications connection point must include gateway options for single mode fibre optic connection and redundant 3G / 4G connection. For solar PV plant <175kW, 3G/4G connection only is acceptable. Communication infrastructure must be installed in a readily accessible panel.

All communications must be Modbus compliant.

All IO modules shall include 25% spare capacity.

The following information shall provided to the grid:

1. Operation status of the Solar PV plant, including consolidated warnings and alarms
2. Voltage at MV busbar of the Solar PV plant
3. Active Power, Reactive Power and electric current interchanged at the Metering point
4. Status of the MV circuit breaker(s) and isolator switches
5. Solar PV controller and inverter default data (including but not limited to status, alarms, warnings, configuration settings, operating mode, DC and AC power / voltage / current). Inverters must be certified as SunSpec Modbus compliant.
6. Weather station data
7. Heartbeat.

Numbers of IO will vary with chosen site configurations and equipment specifications. The list is provided as indicative of the expected level of data to be transmitted to the SCADA system.

The solar PV plant shall receive, acknowledge and act on the following dispatch commands:

1. Modes of control and set-points for Active Power control;
2. Instructions for Active Power curtailment;
3. Modes of control of voltage regulation and set points;
4. Start/stop instructions.
   1. Weather station

A solar PV plant (or local cluster of plants) with capacity >175kW must include a weather station and integrate the weather station output seamlessly with the solar PV plant data available to the grid. The weather station must, at a minimum, include:

* Global horizontal irradiance Pyranometer (Secondary standard)
* Plane of array Pyranometer (Secondary standard) – one only, oriented to match predominant tilt and orientation
* If bifacial modules are included, an Albedometer
* Combined temperature (+/-0.5 degrees C accuracy), wind speed, pressure and relative humidity sensor
* Soiling measurement
  1. Standards

All equipment supplied under these specifications shall conform to the latest editions of the International Electro technical Commission (IEC) standards, or where no IEC standards, to British Standard (BS), or equivalent national standards as may be approved by the Employer.

* IEC 60694: common specifications for switchgear & control gear
* IEC 62271-100: High Voltage AC Breakers
* IEC 60265: High Voltage AC Switches
* IEC 62052-11, IEC 62053-21, IEC 62052-22, IEC 62053-23 Electricity metering equipment (AC)
* IEC 62271-200: metal Enclosed Switchgear & Control Gear
* IEC 62271-102: HV AC Disconnectors & Earthing Switches
* IEEE 80 - Guide for Safety in AC Substation Grounding
* IEC/BS EN 62305 – Protection against lightning – all parts as applicable
* EN50160 on voltage characteristics of electricity supplied by public distribution systems
* IEEE519 IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems
* IEC 61000 Electromagnetic compatibility (EMC) all parts as applicable
* IEC 60044 Instrument transformers – all parts as applicable
* IEC 61936-1 Power installations exceeding 1 kV a.c. - Part 1: Common rules
* ENA TS 41-26: UK Energy Network Association Technical Specification for Distribution Switchgear\*

In case the equipment or materials offered from a country where the relevant standards to which the equipment or materials offer better performance or safeguards for the Principal than IEC or BS Specifications, these are acceptable. The Solar PV IPP must substantiate any such claims by submitting an independent assessment, by an appropriately qualified person, that identifies differences in the standards and demonstrates the benefit for the Principal.

All installations and materials and cabling shall be in accordance with the IEEE Wiring Regulations. All works shall conform to the requirements of the URA.



PART 3 – Contract Forms and Project Agreements

Section VIII - Contract Forms

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Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

**[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:***[insert name of project]*

**Project title:** *[insert the name of the project]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above project. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the project.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Bid Tariff:** | [*insert quoted tariff* *of the successful Bid*] |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid Tariff was evaluated include the evaluated tariff as well as the Bid Tariff as read out.]***

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid Tariff** | **Evaluated Tariff**  **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]*** |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the project name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the project name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the project. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  In summary, these are the essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the project. 3. You must submit the complaint within the period stated above. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Bidder]*

This is to notify you that your Bid dated *[date]* for undertaking of the *[name of the Project and identification number, as given in the BDS]* for the Accepted Tariff Amount *[amount in numbers and words] [name of currency]*, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security (Construction Security) within 60 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Project Agreements**

Performance Security (Construction Security)

*[Guarantor letterhead]*

**Beneficiary:** FENAKA Coorporation

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

* 1. The Government of Maldives (“Government”), has initiated HOARAFUHI CLEAN ENERGY PROJECT for inviting private sector generators to develop solar photovoltaic project in Maldives on DBFOOT (i.e. design, build, finance, own, operate and transfer) basis. The electrical energy generated is proposed to be purchased by FENAKA Coorporation, a company incorporated and existing under the laws of the Republic of Maldives.
  2. The Government invited bids vide an RFB dated [●]. [●], a [limited liability company] organized and existing under the laws of [●], with its principal office located at [●] (“Seller”), has been selected by the Government vide [Letter of Acceptance], dated [●] to develop a roof top solar PV power project.
  3. Seller and FENAKA entered into a Power Purchase Agreement dated [●] (“PPA”), whereby Seller has agreed to develop the Project and sell and deliver to FENAKA, and FENAKA has agreed to purchase and accept from Seller, the electric energy produced by the Project.
  4. Pursuant to the terms and conditions of the PPA, the Seller is required to furnish a performance bank guarantee of amount aggregating to USD [●] to secure the Seller’s obligation under the PPA.
  5. We, …………through our Branch at ……………………………..(the “Bank”) have agreed to furnish this Performance Bank Guarantee (“Guarantee”).
  6. This Guarantee is being issued for a sum of USD [●] (“Guarantee Amount”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably guarantees and affirms as follows;

* + - 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of all the Seller’s obligations under the PPA including, without limitation, the obligation to achieve the Commercial Operation Date (as defined in the PPA) by the Scheduled Commercial Operation Date (as defined in the PPA), and agrees and undertakes to pay to FENAKA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Seller, such sum or sums upto an aggregate sum of the Guarantee Amount as FENAKA shall claim, without FENAKA being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
      2. A letter from FENAKA, under the hand of an officer not below the rank of [●] in FENAKA, that the Seller failed to meet its obligations under the PPA and has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the PPA, shall be conclusive, final and binding on the Bank. The Bank further agrees that FENAKA shall be the sole judge as to whether the Seller is in default in due and faithful performance of its obligations under the PPA and its decision that the Seller is in default shall be final, and binding on the Bank, notwithstanding any differences between FENAKA and the Seller, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Seller for any reason whatsoever.
      3. In order to give effect to this Guarantee FENAKA shall be entitled to act as, if the Bank were the principal seller and any change in the constitution of the Seller and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
      4. It shall not be necessary, and the Bank hereby waives any necessity, for FENAKA to proceed against the Seller before presenting to the Bank its demand under this Guarantee.
      5. FENAKA shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the PPA or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Seller contained in the PPA or to postpone for any time , and from time to time, any of the rights and powers exercisable by FENAKA against the Seller and either to enforce or forbear from enforcing any of the terms and conditions contained in the PPA and/ or the securities available to FENAKA, and the Bank shall not be released from its liability and obligation under these presents by any exercise by FENAKA of the liberty with reference to the matters aforesaid or by reason of time being given to the Seller or any other forbearance, indulgence, act or omission on the part of FENAKA or of any other matter or thing whatsoever which under any law in relation to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
      6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by FENAKA in respect of or in relation to the PPA or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Seller under the PPA.
      7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until [insert a date falling on [●] day from the Scheduled Commercial Operation Date] and unless a demand or claim in writing is made by the FENAKA on the Bank under this Guarantee, on the date of expiry of this Guarantee, all right of FENAKA under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
      8. The Bank undertakes not to revoke this Guarantee during the term it is in force, except with the previous express consent of FENAKA in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
      9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be demand to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of FENAKA that envelope was so posted shall be conclusive.
      10. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

Section IX - Project Agreements

The selected bidder will be required to enter into the following Project Agreements and these shall be available along with the Bidding Document for bidders review. Substatial changes can not be made to these agreements.

* Power Purchase Agreement (PPA);
* License Agreement

**SAMPLE POWER PURCHASE AGREEMENT**

This power purchase agreement (“Agreement”) is made and entered into as of **[date]** by and between:

1. **FENAKA Corporation Limited** (“**[FENAKA]**”), a company incorporated and existing under the laws of the Republic of Maldives (“Maldives”) and having its registered office at …………………………………, Republic of Maldives, and
2. [●], a limited liability company, company registration number: [●], organised and existing under the laws of [●], with its principal office located at [●], hereinafter referred to as the “Seller”.

**WHEREAS:**

1. The Government (as defined in the PPA), has initiated a program called **Hoarafushi Clean Energy Project** for inviting private sector generators **to develop a solar PV** (as defined in the PPA) project in Maldives on a DBFOOT (i.e. design, build, finance, own, operate and transfer) basis, deploy **Battery Energy Storage Systems (BESS)** and grid modernization for Variable Renewable Energy integration. The electrical energy generated from such projects is proposed to be purchased by a Government owned utility under a long term power purchase agreement.
2. The Government invited bids from interested independent power producers, via a Request for Proposal, dated [●] (“RFP”) for setting up solar power projects on Government owned locations identified and procured by it.
3. [Seller] had submitted a proposal in response to the RFP (“Proposal”). The [Seller] has been selected by the Government vide Letter of Acceptance, dated [●] to develop a solar PV power project. Accordingly, [Seller] desires, to construct, own operate and subsequently transfer a grid connected solar PV electric generating facilities situated spaces identified that would be identified, with a total electric capacity equal to 2MW.
4. [FENAKA] is the identified state utility under the Project for purchase of the Electric Energy (defined hereinbelow) generated by the Seller.
5. The Seller will enter in to a long term license agreement with the Council to develop the Project at the spaces allocated (“License Agreement”).

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each Party to the other contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is made and entered into as of the [*Day*] [*month*] [*year*] by and between:

1. [*Insert name of the Licensor*], a [*Department/Ministry/Company*] under the Government of Maldives with its offices at [*Insert address of the registered office of the Licensor*] (“Licensor”); and
2. [●], a [*limited liability company/ partnership firm*] organized and existing under the laws of [●], with its principal office located at [●] (“Licensee”).

**WHEREAS:**

1. The Government (as defined in the PPA), has initiated a Hoarafushi Clean Energy Project for inviting private sector generators to develop solar PV (as defined in the PPA) projects in Maldives on a DBFOOT (i.e. design, build, finance, own, operate and transfer) basis, deploy Battery Energy Storage Systems (BESS) and grid modernization for Variable Renewable Energy integration. The electrical energy generated from such projects is proposed to be purchased by a Government owned utility under a long term power purchase agreement.
2. The Government had invited bids from interested independent power producers, *vide* RFP (as defined in the PPA) dated [●] for setting up solar power projects on public spaces identified and procured by the Government in the RFP.
3. The Licensee had submitted a Proposal (as defined in the PPA) in response to the RFP, and has been selected by the Government *vide* Letter of Acceptance, dated [●] to develop a solar PV power project. Accordingly, the Licensee desires to construct, own and operate grid connected solar PV electric generating facilities situated at the roof top of Government owned buildings and such other spaces with a total electric capacity equal to [[●] MW on the island of [●]].
4. [FENAKA] (as defined in the PPA) is the identified state utility for purchase of the Electric Energy (as defined in the PPA) generated by the Seller.
5. The Licensee has entered into a Power Purchase Agreement, dated [●] (“PPA”) with [FENAKA] to set forth the mechanism for sale and purchase of the Electric Energy generated by the Licensee and other mutual rights and the obligations of the Licensee and [FENAKA].
6. Government also proposes to support the Project, (as defined in the PPA), setting forth mutual rights and obligations of the Licensee and the Government, executed between the Licensee and the Maldives.
7. The Licensee was the successful bidder, and the locations identified in the RFP and situated in the island(s) of [●] (together with adequate space for setting up a control room for the Instant Facility (as defined herein below)), the description of which is detailed in Exhibit A (“Site(s)”).
8. The Licensee has agreed to enter in to this Agreement with the Licensor for the purpose of developing the Project at the respective Site(s) as set out in Exhibit A, subject to and in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each Party to the other contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the Maldives, has more than 50 percent ownership by nationals of the Maldives, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the Maldives or have more than 50 percent ownership by nationals of the Maldives, and the JV shall be registered in the Maldives. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-2)
2. Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-3)
3. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-4)
4. The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid. [↑](#footnote-ref-5)
5. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-6)
6. In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated. [↑](#footnote-ref-7)
7. If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified. [↑](#footnote-ref-8)
8. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Employer. [↑](#footnote-ref-9)