

**Republic of Maldives**

**BIDDING DOCUMENTS**

**for**

**Design, Build, Finance, Own, Operate, and Transfer of Grid-tied Solar Photovoltaic System in the Greater Malé Region**

**IFB No.: 001/017182**

**Accelerating Sustainable Private Investment in Renewable Energy (ASPIRE)**

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**Ministry of Environment and Energy (MEE)**

**Republic of Maldives**

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# PART 1 – BIDDING PROCEDURES

## Section I. Instructions to Bidders

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| Section I. Instructions to Bidders (ITB) | | |
| General | | |
| Scope of Bid | 1. In connection with the Invitation for Bids specified in Bid Data Sheet (BDS) 1.1, the Employer, as specified in the **BDS,** issues this Bidding Document for the selection of an independent power producer as specified in Section VI, Employer’s Requirements. 2. Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Part 3 – Project Agreements | |
| Source of Funds | 1. The bidders are expected to arrange financing of the works included in the bidder’s scope of works indicated in Section 3 of the document. | |
| Fraud and Corruption | 1. The GoM is committed to ensuring that the procurement of the Project is conducted transparently. Accordingly, the GoM has agreed to adopt the anti-corruption policies of the World Bank. The World Bank requires that borrowers (or grant recipients) (including beneficiaries of World Bank loans), as well as Bidders, suppliers, contractors and their subcontractors under World Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GoM:    1. adopts the World Bank’s anti-corruption policies, for the purposes of this provision, wherein the terms set forth below have the following meanings:   (i)“corrupt practice”[[1]](#footnote-1) is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; | |
|  | (ii)“fraudulent practice”[[2]](#footnote-2) is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; | |
|  | (iii)“collusive practices”[[3]](#footnote-3) is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv)“coercive practices”[[4]](#footnote-4) 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; and  (v)“obstructive practice” is | |
|  | (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and  (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under ITB 3.1 (e).   * 1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;   2. will cancel in whole or in part the portion of the contract if it determines at any time that representatives of the bidder engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Government to address such practices when they occur; | |
|  | * 1. will suspend a firm or individual from participating in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government contract; and   2. shall have the right to inspect the accounts and records and other documents of Bidders, suppliers, contractors and their sub-contractors relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government. | |
| Eligible Bidders | 1. A bidder may be a private entity or a government-owned entity – subject to ITB 4.6 – or any combination of such entities in the form of a joint venture, or association (JVA) under an existing agreement. In case of a JVA: 2. all partners shall be jointly and severally liable for the execution of the Project Agreements in accordance with the terms of the Project Agreements, and 3. the JVA shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Project, during Project Agreement execution. 4. the members of such JVA shall form a legal entity in any Eligible Country prior to execution of Project Documents. The details of such legal entity shall be supplied to the Employer in Form T3. The charter documents of the legal entity shall provide that the lead member of the JVA shall hold and continue to hold in atleast fifty one percent (51%) economic interest directly or indirectly in such legal entity, unless permitted to dispose of the same by the Employer. | |
|  | 1. A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country as defined in Guidelines: Procurement of Goods, World and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated January 2011, (hereinafter referred to as the Guidelines), in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national of such country or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. 2. The Project equipment to be supplied under the Project Agreements shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Project Agreements will be limited to such Project. 3. For purposes of ITB 4.2 (a), “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components. | |
|  | 1. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:   (a) they have a controlling partner in common; or  (b) they receive or have received any direct or indirect subsidy from any of them; or  (c) they have the same legal representative for purposes of this bid; or  (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or  (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or  (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Project that are the subject of the bid; or  (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as project manager for the Project. | |
|  | 1. A firm that is under a declaration of ineligibility by the World Bank in accordance with ITB 3 at the date of the deadline forbid submission or thereafter, shall be disqualified. 2. A firm that has been determined to be ineligible by the World Bank in relation to the World Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded the Project. 3. Government-owned entities in the Employer’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer. 4. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer may reasonably request. 5. Firms shall be excluded if: 6. as a matter of law or official regulation, the Employer’s country prohibits commercial relations with that country, provided that the World Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or 7. 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 Employer’s country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country. | |
| Contents of the Bidding Document | | |
| Sections of Bidding Document | | 1. This document (herein called the “Bidding Document”) consists of parts 1, 2 and 3 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITB 7.   **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   **PART 2 Employer’s Requirements**   * Section VI Employer’s Requirements   **PART 3 Project Agreements**   * Section VII Power Purchase Agreement * Section VIII Roof Lease Agreement * Section IX Implementation Agreement * Section X Escrow Agreement |
|  | | 1. The Invitation for Bids issued by the Employer is not part of the Bidding Document. 2. The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. 3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. |
| Clarification of Bid Document, Site Visit, Pre-Bid Meeting, Comments | | 1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing or by email at the Employer’s address **indicated in BDS 6.1**. The Employer will respond to any request for clarification, provided that such request is received in accordance with Bid Submission Timetable. The Employer’s response shall be in writing or by email with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 5.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 7 and ITB 20.2. 2. The Bidder is advised to visit and examine the site where the Project is to be installed 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. Visiting of the site shall be at the Bidder’s own expense. 3. The Bidder and any of its personnel or agents will, upon request, be granted permission by the Employer to enter upon its 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. 4. The Bidder’s designated representative is invited to attend a pre-bid meeting on the date **provided in BDS 6.4.** 5. Queries arising out of the pre-bid meeting shall be submitted by the Bidder to the Employer by way of written request for clarification in accordance with ITB 6.1. The Employer shall respond to any such clarifications in accordance with ITB 6.1. 6. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. 7. Bidders are invited to review the Project Agreements and revert to the Employer with any comments (including anticipated lender comments) or mark-up of the Project Agreements by the date **indicated in the BDS 6.7**. The Employer shall not consider any comments and / or mark -up to Project Agreements submitted after the deadline **indicated in BDS 6.7**. 8. Non-submission of comments regarding Project Agreements will not be a cause for disqualification of a Bidder. 9. Any modification to the Project Agreements that the Employer considers necessary as a result of Bidder comments or mark- up shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 7 no later than fourteen (14) days prior to the deadline for submission of bids. |
| Amendment of Bidding Document | | 1. At any time prior to fourteen (14) days before the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda. 2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing or by email to all who have obtained the Bidding Document from the Employer in accordance with ITB 5.3. 3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 20.2 |
| Preparation of Bids | | |
| Cost of Bidding | | 1. The Bidder shall bear all costs associated with the preparation and submission of its Bids and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process. |
| Language of Bid | | 1. The Bid as well as all correspondence and documents relating to the requalification exchanged by the Bidder and the Employer, shall be written in the language specified in **BDS 9.1.** Supporting documents and printed literature that are part of the Application 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 Application, the translation shall govern. |

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| Documents Comprising the Application | 1. The bid submitted by the bidder shall comprise two envelopes, submitted simultaneously, with the Technical Proposal(s) and the Financial Proposal(s) being separately enveloped. 2. The contents of the **Technical Proposal** - Envelope I shall consist of the following (references in parenthesis correspond to forms or information sheets found in Section IV, Bidding Forms):    * 1. Letter of Bid [Form – T1]      2. Bidder Information Sheet [Form – T2]      3. In the case of a bid submitted by a JVA, Party to JVA Information Sheet [Form – T3]      4. In the case of a bid submitted by a JVA, JVA agreement, indicating at least the parts of the proposed Project to be executed by the respective partners.      5. Bid Security [Form – T4]      6. Technical Criteria [Form – T5]      7. Undertakings, Scheduled COD & Contracted Capacity [Form – T6]      8. Information to Access Financial and Technical Qualifications [Form – T7]      9. Minimum Experience [Form – T8]      10. Historical Non-Performance of Contracts [Form – T9]      11. Technical Personnel [Form – T10]      12. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 18.2;      13. completed bidding forms establishing the conformity of the proposed Project in accordance with ITB 12; 3. The contents of the **Financial Proposal** - Envelope II shall consist of the following:    * 1. Letter of Bid (Financial) [Form F1]      2. Price Bid duly signed by the authorized signatory in original. [Form – F2] |
| Letter of Bid and Schedules | 1. The Bidder shall complete the Letter of Bid (Technical) and Letter of Bid (Financial) using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form. |
| Documents Establishing Conformity of the Proposed Project | 1. To establish conformity of the proposed Project, in accordance with Section VI, Employers Requirements, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms. |

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| Subcontractors | 1. For major items of the Project which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name of the proposed subcontractors, including manufacturers, for each of those items. The participation of the subcontractors and manufacturers must be confirmed by a letter of intent. 2. The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any equipment or services to be provided by the subcontractor comply with the requirements of ITB 12. |
| Bid Tariff | 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. 2. Bidders are required to quote the tariff for the commercial, contractual and technical obligations in the Project Agreements. 3. Bidders shall provide a fixed tariff for twenty (20) years prior to the transfer of the project for lots as defined in Section VI – Employer’s Requirements and in the manner and detail called for in the Price Bid form (form F2) included in Section IV, Bidding Forms. 4. Along with the quoted tariff, the bidder will be required to mandatorily indicate except for 14.7 one of the following preferences: 5. No currency conversion assistance: The Bidder shall receive payments in MVR and shall have sole responsibility of converting the tariff revenues to a currency of the Bidder’s choice. 6. Currency conversion assistance: The Bidder shall receive payments in MVR and shall have the responsibility of converting the tariff revenues to a currency of the Bidder’s choice. However, when the Bidder cannot convert the tariff revenues at the official rate quoted by the Maldives Monetary Authority, the Bidder shall receive assistance of the Employer for this conversion (from MVR to USD) in the manner specified in the Implementation Agreement. 7. In case of 14.4 (b), currency conversion assistance charge determined as per BDS 33 shall be added to the quoted tariff. 8. Bids that do not indicate preference as per 14.4 shall be rejected by the Employer. 9. In case where bidder is a company with atleast 51% local shareholding directly or indirectly in such legal entity, Maldivian laws do not permit payouts in USD. Hence, in such cases no Currency Conversion Assistance shall be provided to such bidders. 10. Custom Duty shall not be included in the Tariff unless indicated in the BDS. |
| Currencies of Bid and Payment | 1. The currency(ies) of the bid shall be as **specified in BDS 15.1.** |
| Period of Validity of Bids | 1. Bids shall remain valid for the period **specified in BDS 16.1** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. 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 or by email. The Bidder granting the request shall also extend the bid security 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 |

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| Bid Security | 1. The Bidder shall furnish as part of its bid in the Technical Proposal - Envelope I, in accordance with ITB 10.2 a bid security as specified in BDS 17.1, in original form and in the amount specified in BDS 17.1. 2. The bid security shall be a demand guarantee in any of the following forms at the Bidder’s option: 3. an unconditional guarantee issued by a bank or surety; 4. an irrevocable letter of credit; 5. a cashier’s or certified check,   from a reputable source. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer’s Country, the issuer shall have a correspondent financial institution located in the Employer’s Country to make it enforceable. 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. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period for the bid, and beyond any period of extension if requested under ITB 16.2   1. Any bid not accompanied by a bid security in accordance with ITB 17.2 shall be rejected by the Employer. 2. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Construction Security pursuant to ITB 37. 3. 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 Construction Security pursuant to ITB 37. 4. The bid security may be forfeited: 5. if a bidder withdraws its bid, during the period of bid validity specified by the Bidder on the Letter of Bid; or 6. If the successful bidder fails to:    * 1. Sign the Project Agreements in accordance with ITB 36; or      2. furnish a Construction Security in accordance with ITB 37. 7. The Bid Security of a JVA shall be in the name of the lead member of JVA that submits the bid. |
| Format and Signing of Bid | 1. The Bidder shall prepare the Technical Proposal (Envelope I) and Financial Proposal (Envelope II). The Technical Proposal and Financial Proposal shall contain the documents described in ITB 10. Bidders shall provide one (1) set of original documents for both the Technical and Financial proposals, which should be submitted in separate envelopes and clearly marked “ORIGINAL.” In addition, the Bidder shall submit separate copy of the Technical Proposal in the number **specified in BDS 18.1** and clearly mark them “COPY.” A soft copy of the Technical Proposal shall also be provided on a compact disc. In the event of any discrepancy between the original and the copies, the original shall prevail. 2. 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** **18.2** 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. 3. A bid submitted by a JVA shall comply with the following requirements: 4. Be signed so as to be legally binding on all partners; and 5. Include the Representative’s authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA. 6. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |

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| Submission of Bids | |
| Submission, Sealing and Marking of Bids | 1. Bidders may submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:   The Bidders shall enclose their bid in a single, sealed outer envelope. The outer envelope shall enclose the following sealed inner envelopes:   1. The original Technical Proposal marked “TECHNICAL PROPOSAL (ENVELOPE I) ORIGINAL” 2. The original Financial Proposal marked “FINANCIAL PROPOSAL (ENVELOPE II) ORIGINAL” 3. Copy of the Technical Proposal marked “TECHNICAL PROPOSAL (ENVELOPE I) COPY”   No of Copies of the proposal to be submitted as per BDS 18.1 |
|  | 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 20.1;    3. bear the specific identification of this bidding process indicated in accordance with ITB 1.1    4. bear a warning not to open before the time and date for bid opening; and 2. If all the envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. |
| Deadline for Submission of Bids | 1. Bids must be received by the Employer at the address and no later than the date and time **indicated in BDS 20.1.** 2. The Employer may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 7 in which case all rights and obligation of the Employer and Bidders previously subjected to the original deadline will thereafter be subject to the deadlines as extended. |
| Late Bids | 1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 20. 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 | 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 18.2, (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:   (a) prepared and submitted in accordance with ITB 18 (except that withdrawals notices do not require copies);  (b) the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION” as applicable. Envelopes marked “SUBSTITUTION,” or “MODIFICATION ” must be submitted, sealed and marked in accordance with ITB 19;  (c) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 20.   1. Bids requested to be withdrawn in accordance with ITB 22.1 shall be returned unopened to the Bidders. 2. 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. |

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| Opening, Evaluation and Comparison of Bids | |
| Confidentiality | 1. Information relating to the evaluation of bids and recommendation of Project award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Project award is communicated to all Bidders. 2. Any attempt 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. 3. Notwithstanding ITB 23.2*,* from the time of bid opening to the time of Project award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing or by email. |
| Clarification of Bids | 1. To assist in the examination, evaluation, and comparison of the bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. 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 or by email. No change in the tariff 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. 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 | 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. |

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| Determination of Responsiveness | 1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB10. 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, 3. if accepted, would:   (i) affect in any substantial way the scope, quality, or performance of the Project specified in the Project Agreements; or  (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the Project Agreements; or   1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 2. The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI, Employer’s Requirements have been met without any material deviation, reservation, or omission. 3. 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 | 1. Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission*.* 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. Failure of the Bidder to comply with the request may result in the rejection of its bid. |
| Technical Bid Opening | 1. The Employer shall conduct opening of the Technical Proposals in public, in the presence of Bidder’s designated representatives and anyone who chooses to attend, and at the address, date and time **specified in BDS 28.1**. 2. 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’s designated representatives. 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. 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. 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. Only bids that are opened and read out at bid opening shall be considered further. |
|  | 1. All other Technical Proposals shall be opened one at a time, reading out: the name of the Bidder, and indicating whether there is a modification; the presence or absence of a bid security; and any other details as the Employer may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 21.1. 2. The Employer shall prepare a record of the technical proposal opening that shall include, as a minimum: the name of the Bidder. 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 who submitted proposals in time. |

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| Evaluation of Technical Proposal | 1. The Employer shall use the criteria and methodologies indicated in this ITB for the technical proposal evaluation. No other technical evaluation criteria or methodologies shall be permitted. 2. The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in substantial compliance with the Bidding Document. **A bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum requirements, will be rejected for non-responsiveness.** In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following:    * + 1. overall completeness and compliance with the Employer’s Requirements; conformity of the proposed Project offered with the specified performance criteria, including conformity with the specified minimum requirements, as indicated in the Specification in Section VI, Employers Requirements, and in Section III, Evaluation and Qualification Criteria; and suitability of the Project offered in relation to the environmental and climatic conditions prevailing at the site; and        2. other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria. 3. Bidders whose proposal is rejected in accordance with ITB 21.1, or whose Technical Proposal is rejected in accordance with ITB 29.2 will have their - Financial Proposals - Envelope II rejected. Rejected Financial Proposals shall be returned unopened as promptly as possible once the successful Bidder has signed the Project Agreements and furnished the required Construction Security pursuant to ITB 37. |
| Financial Bid Opening | 1. The Employer shall conduct opening of the not previously rejected Financial Proposals in public, in the presence of Bidder’s designated representatives and anyone who chooses to attend, and at the address, date and time **specified in BDS** **30.1.** 2. Financial Proposals not previously rejected shall be opened one at a time, reading out the names of the Bidder, whether there is a modification, the details of the tariff as provided in the Letter of Bid (Financial), and other such details as the Employer, at its discretion, may consider appropriate. |
| Evaluation of Financial Proposal | 1. The Employer shall use the criteria and methodologies indicated in this ITB and ITB 32 for the evaluation of the Financial Proposal. No other financial evaluation criteria or methodologies shall be permitted. 2. The Employer will carry out a detailed financial evaluation of the bids not previously rejected to determine whether the financial aspects are in substantial compliance with the Bidding Document. **A bid that does not meet minimum acceptable standards of completeness, consistency and detail**, **and the specified minimum requirements, will be rejected for non-responsiveness.** In order to reach its determination, the Employer will examine and compare the financial aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following:    * + 1. overall completeness and compliance with the Employer’s Requirements; conformity of the proposed Project offered with the specified criteria, including conformity with the specified minimum requirements, as indicated in the Financial Conditions in Section VI, Employers Requirements, and in Section III, Evaluation and Qualification Criteria; and        2. other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria. 3. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**. 4. Bidders whose Financial Proposals are rejected due to non-responsiveness will not have their tariff evaluated. |
| Evaluation of Tariff | 1. The Employer shall consider the tariff assessment, of bids not previously rejected as indicated in Section III, Evaluation and Qualification Criteria, to determine the lowest evaluated bid. |
| 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. 2. The HLEC specified in BDS, shall determine the currency conversion assistance charge in US cents/kWh as per ITB 14.4 (b), prior to the bid submission date. The conversion charge so determined shall be notified to the Bidders at least 15 days prior to the bid submission date. |
| Award of Project | |
| Award Criteria | 1. Subject to ITB 33.1, the Employer shall award the Project to the Bidder whose offer has been determined to be the lowest evaluated tariff as per the option recommended by the HLEC and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Project, in accordance with the terms and conditions of the Project Agreements. |
| Notification of Award | 1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by facsimile that its bid has been accepted and the corresponding tariff option preferred by the Employer shall be indicated. The notification letter (hereinafter and in the conditions of Contract called the “Letter of Acceptance”) shall specify the tariff rate per kWh which the Utility Company will pay the Seller in consideration of the execution and completion of the project (hereinafter and in the Project Agreements called “the Tariff”). 2. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish the results identifying the bid and the following information: (i) name of each Bidder who submitted a Bid; (ii) tariff details as read out at Financial Proposal opening; (iii) name of bidders whose bids were rejected and the reasons for their rejection; and (iv) name of the Successful Bidder, and the tariff it offered, as well as the duration and summary scope of the contract awarded. 3. Until the Project Agreements are executed, the notification of award shall constitute a binding Agreement. 4. The Employer shall promptly respond in writing or by email to any unsuccessful Bidder who, after notification of award in accordance with ITB 35.2, requests in writing or by email the grounds on which its bid was not selected. |
| Signing of Project Agreements | 1. Promptly upon notification, the Employer shall send the successful Bidder the Project Agreements. 2. Within three (3) months, or such longer period as may be allowed by the Employer, of receipt of the Project Agreements, the successful Bidder and the relevant counterparties, as represented by the Employer, shall execute the Project Agreements. |
| Construction Security | 1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Construction Security in accordance with the PPA. 2. Failure of the successful Bidder to submit the above- mentioned Construction 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 Project to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract, in accordance with the terms and conditions of the Project Agreements. |

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| Section II. Bid Data Sheet | |
| **A. General** | |
| **BDS 1.1** | The number of the Invitation for Bids is: (**IUL)13-K1/13/2015/109**  The Employer is: **Ministry of Environment and Energy** |
| **BDS 1.1** | The name of the bidding process is: **Design, Build, Finance, Own, Operate and Transfer of Grid-tied Solar Photovoltaic System in the Greater Malé Region**  **Lot One: Installation of Solar PV in Malé**  **Lot Two: Installation of Solar PV in Hulhumalé**  The identification number of the bidding process is:  **IFB No.: 001/017182** |
| **BDS 4.4** | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
| **B. Bidding Document** | |
| **BDS 6.1** | For **clarification purposes** only, the Employer’s address is:  **Tender Evaluation Section**  **Public Procurement Division**  **Ministry of Finance and Treasury**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **Tel: (960) 3349125, (960) 3349106**  **Fax: (960) 3320706, (960) 3324432**  **E-Mail:** [**tender@finance.gov.mv**](mailto:tender@finance.gov.mv)  Requests for clarification should be received by the Employer no later than:  **May 11, 2015.** |
| **BDS 6.1** | Web page: [**www.finance.gov.mv**](http://www.finance.gov.mv) |
| **BDS 6.4** | A Pre-Bid meeting will take place at the following date, time and place:  **Date: MAY 04, 2015**  **Time: 1400 Hours Maldivian Time**  **Place:**  **Tender Evaluation Section**  **Public Procurement Division**  **Ministry of Finance and Treasury**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  A site visit conducted by the Employer **can be** organized. |
| **BDS 6.7** | The deadline for comments or mark-up of the Project Agreements is:  **MAY 11, 2015** |
| **C. Preparation of Bids** | |
| **BDS 9.1** | The language of the bid is: **English**  All correspondence exchange shall be in **English** language. |
|  | Customs Duty shall not be used in the Tariff calculations since duty is exempted for equipment imported for electricity generation from renewable energy sources. |
| **BDS 15.1** | The tariff shall be quoted by the bidder in:  **United States Dollars or equivalent in Maldivian Rufiyaa (MVR).**  **The quoted tariff should not include the custom duty.** |
| **BDS 16.1** | The bid validity period shall be: **120 days.** |
| **BDS 17.1** | A Bid Security **shall be** required.  The amount and currency of the bid security shall be:  **Lot One: USD 150,000 or equivalent in MVR**  **Lot Two: USD 100,000 or equivalent in MVR** |
| **BDS 18.1** | In addition to the original of the bid (one original technical proposal and one original financial proposal), the number of copies is: Three (3) copies of the Technical Proposal;  In addition, one (1) copy of the Technical Proposal is to be provided on a compact disc in Portable Document Format (PDF). |
| **BDS 18.2** | 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 partners to a JVA. |
| **D. Submission of Bids** | |
| **BDS 20.1** | For **bid submission purposes** only, the Employer’s address is:  **Mr. Ahmed Mujuthaba**  **Director General**  **Tender Evaluation Section**  **Public Procurement Division**  **Ministry of Finance and Treasury**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **The deadline for bid submission is:**  **Date: JUNE 01, 2015**  **Time: 1400 Hours Maldivian Time**  Bidders **shall not** have the option of submitting their bids electronically. |

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| **E. Opening, Evaluation and Comparison of Bids** | | |
| **BDS 28.1** | The Technical Bid (envelop I) opening shall take place at:  **Address:**  **Tender Evaluation Section**  **Public Procurement Division**  **Ministry of Finance and Treasury**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **Date: JUNE 01, 2015**  **Time: 1400 Hours Maldivian Time** |
| **BDS 30.1** | The Financial Bid (Envelope II) opening shall be at :  **Tender Evaluation Section**  **Public Procurement Division**  **Ministry of Finance and Treasury**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **Date: JUNE 15, 2015**  **Time: 1400 Hours Maldivian Time** |
| **BDS 31.2b** | For evaluation purposes, the HLEC shall add the currency conversion assistance charge (as determined in BDS 33.3 for bids that have indicated assistance for currency conversion as per ITB 14.4) to the tariff quoted by the bidders in the not previously rejected Financial Proposals. The bids shall then be stacked up in ascending order from lowest to highest tariff. The lowest tariff that is arrived at would be declared for award of contract. [Illustration provided in Section III – Evaluation and Qualification Criteria]  Currency conversion assistance charge in case of Clause 14.7, is not applicable for local bidders. |
| **BDS 31.3** | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Maldivian Rufiyaa**  The source of exchange rate shall be: **Maldives Monetary Authority**  The date for the exchange rate shall be: **MAY 18, 2015** |
| **BDS 33.2** | The High Level Evaluation Committee (HLEC) of the Employer shall evaluate the bids. The HLEC shall have three members with senior representations from the following agencies:   1. **Ministry of Finance and Treasury** 2. **Ministry of Environment and Energy** 3. **STELCO** |

**Bid Submission Timetable**

|  |  |
| --- | --- |
| **Date** | **Event** |
| April 12, 2015 | Notice/News Release |
| April 12,2015 | Issue of Bidding Documents |
| May 04, 2015 | Pre-Bid Conference / Site Visits |
| May 11, 2015 | Final bidder queries |
| May 18, 2015 | Issue of Addendum / Amendments / Clarifications |
| June 01, 2015 | Bid Submission |

**Bid Evaluation Timetable**

|  |  |
| --- | --- |
| **Date** | **Event** |
| June 1, 2015 | Technical Envelope Opening |
| June 8, 2015 | Complete Evaluation / Invite for Financial Opening |
| June 15, 2015 | Financial Envelope Opening |
| June 22, 2015 | Notification of Award |
| June 29, 2015 | Signing of Contract |

## Section III. Evaluation and Qualification Criteria

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## Evaluation and Qualification Criteria

*This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 29, ITB 31 and ITB 32, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.*

## 

## Technical Proposal (Envelope I)

## ITB 29: Evaluation Criteria

## Financial Capability:

Bidders shall demonstrate their financial capability to execute the Project, by providing adequate and comprehensive information to demonstrate that they fulfill the following minimum financial requirements as per Form T7:

1. **Internal Resource Generation (IRG):** The maximum internal resource generated by the bidder(s) or the lead member in case of a JVA during any one of the most recent three years of business operations shall not be less than USD 1 million per MW of the Bid Capacity or equivalent in any other currency as reflected in the audited accounts. For this purpose, the most recent year of business operation shall be the most recent financial year defined by the regulatory agency of the respective country of business registration of the Bidder.
2. **Net Worth:** The Net worth of the bidder(s) or the lead member in case of a JVA shall not be less than USD 2 million per MW of the Bid Capacity or equivalent in any other currency. For this purpose, the Bidder's Net Worth is defined as the average of the net worth reflected in the audited annual accounts of the most-recent three years of business operations. For this purpose, the most recent year of business operation shall be the most recent financial year defined by the regulatory agency of the respective country of business registration of the Bidder.
3. **Annual Turnover:** The annual turnover of the bidder(s) or the lead in case of a JVA shall not be less than USD 4 million per MW of the Bid Capacity or equivalent in other currency. For this purpose, the Bidder’s Annual Turnover is defined as the average turnover as reflected in the audited annual accounts of the most-recent three years of business operations. For this purpose, the most recent year of business operation shall be the most recent financial year defined by the regulatory agency of the respective country of business registration of the Bidder.

The above financial capability requirements shall be defined and computed by the Bidder in following manner:

(i) Internal Resource Generation (IRG)

IRG = Profit after Tax (PAT), but adjusted as follows.

Add: Decrease in Net Current Assets (excluding cash)

Add: Depreciation and Amortization

Add: Any other non-cash expenditure (including deferred tax)

Subtract: Scheduled Loan repayments and increase in Net Current Assets (excluding cash)

Provided when an existing loan has been repaid through the proceeds of the new loan, then to the extent the proceeds of the new loan have been used to repay the existing loan, such repayment of existing loan shall not be considered for the purposes of computation of Internal Resource Generation.

(ii) Net Worth

Net worth = Equity share capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses

Parties who meet the qualification criteria defined under will be eligible for bidding.

## Technical Capability

The Bidder should meet the following qualification requirement in order to qualify for the opening of the Financial Proposal:

* + 1. **Minimum Experience:**

The Bidder or its joint venture association partner/subcontractor or an EPC company bidding for the project must meet the technical requirement of possessing experience in "Developing Projects" (ground mounted/rooftop projects) in the solar energy industry as per the following:

|  |  |  |
| --- | --- | --- |
| Minimum experience required | If the bidder is bidding for both lots | If the bidder is bidding for a single lot |
| Cumulative in last three years | 10 MW | 5 MW |
| At least one project of minimum capacity | 2 MW | 2 MW |

For the purpose of B-(i) above, please refer to the points below:

1. "Developing a Project" means successful commissioning of a project and declaring commercial operation, in which the Bidder – (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 Bidder developed the project on his own balance sheet.
2. Bidders, who procured renewable energy projects after their respective Commercial Operation Date, are not eligible to claim such projects to have been developed by the Bidder.
3. Bidders shall demonstrate their capability to execute the Project, by providing adequate and comprehensive information to demonstrate that they fulfill the minimum experience requirements as per Form T10.
4. The Bidder must demonstrate that it has at least three years operations and maintenance experience and has successfully conducted operations and maintenance services on at least two solar power projects of at least cumulative 1MW capacity in the previous 7 years.
   * 1. **Generating Requirements**

Each Generating Facility:

1. Must use commercially proven technology measures. The material, equipment and services provided under the contract must meet the requirements as described in Section VI – B. (Specifications).
2. Must deliver metered energy directly to STELCO’s distribution system with an isolating switch at Delivery Point. Net-metering systems are not eligible.
3. Shall comply in every respect with the Maldives’ National Building Code, 2008.
4. The bidder must ensure a minimum energy generation (net of auxiliary consumption) of 1.49 Million Units/MW of the Bid Capacity for the first year and reduced by a degradation factor of not more than 0.5% of the capacity each year for subsequent years.

For the purpose of B-(ii-a) above, please refer to the points below:

* “services’ means the works and all project-related services including design services.
* Bidders shall demonstrate their capability to execute the Project, by providing adequate and comprehensive information to demonstrate that they fulfill the Generating requirements as per Form T5.

## Non-performance of contracts

* + 1. **History of non-performing contracts:** Non-performance of a contract[[5]](#footnote-5) did not occur as a result of contractor’s default since 1st January 2011.
    2. **Litigation History:** No consistent history of court/arbitral award decisions against the Bidder[[6]](#footnote-6) since 1st January 2011.
    3. **Pending Litigation:** Bidder’s financial position and prospective long term profitability still sound according to criteria established in Section III – 1(A) above and assuming that all pending litigation will be resolved against the Bidder before the bid submission date.

For the purpose of Section III – 1(C) above, Bidders shall demonstrate that they fulfil the “non-performance of contracts” clause requirements as per Form T9.

## Financial Proposal (Envelope II)

## ITB – 31: Evaluation Criteria

The Employers’s evaluation of a bid will take into account, in addition to the Tariff quoted in accordance with **ITB Clause 14**, the following factor as specified in **ITB 33.2** and in BDS referring **to ITB 31.2b**, using the following criteria and methodologies.

Currency Conversion Assistance (CCA): An adjustment of 10 to 15 percent of Tariff will be added to the Tariff of the Bids that require Currency Conversion Assistance for evaluation purpose ONLY.

The following illustration is provided for clarity of the Bidders. It should be noted that the table and currency conversion assistance charge of 2 US Cents/kWh is used is ONLY for demonstration purpose.

|  |  |  |  |
| --- | --- | --- | --- |
| **Bidder** | **Tariff Quoted (US cents/kWh)** | **CCA** | **Tariff for evaluation (US cents/kWh)** |
| A | 12.551 | Yes | 12.55 + 2 = 14.551 |
| B | 10.282 | No | 10.282 (winner) |
| C | 11.152 | No | 11.152 |
| D | 9.754 | Yes | 9.754 + 2 = 11.754 |

*Table to demonstrate application of tariff adjustment for bidder’s clarity.*

## Section IV. Bidding Forms

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# 

# Technical Proposal Forms

**Form - T1**

# Letter of Bid (Technical)

Date:

Contract No.:

Invitation for Bid No.:

To:

Director General,

Tender Evaluation Section

Public Procurement Division

Ministry of Finance and Treasury,

Ameenee Magu, Maafannu

Male’, 20392,

Republic of Maldives.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 7;
2. We offer to execute the work in conformity with Section VI – Employer’s requirements;
3. Our bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our bid is accepted, we commit to obtain a Construction Security in accordance with the Bidding Documents;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following countries;

………………………………………………………………………………

1. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
2. We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3
3. We, including any of our subcontractors or manufacturers for any part of the Project, have not been declared ineligible by the World Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
4. We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5; \*
5. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [If none has been paid or is to be paid, indicate “none.”]

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

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Dated on ………………………………day of……………………………….. , …………

***\* Bidder to use as appropriate***

**Form - T2**

# Bidder Information Sheet

Date: *[insert day, month, year*]

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder's Legal name  *[insert full name]* |
| In case of Joint Venture (JV), legal name of each member:  *[insert full name of each member in JV]* |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation:  *[indicate year of Constitution]* |
| Bidder's legal address [in country of registration]:  *[insert street/ number/ town or city/ country]* |
| Bidder's authorized representative information  Name: *[insert full name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| Attached are copies of original documents of   * Memorandum and Articles of Incorporation (or equivalent documents of constitution or association), and documents of incorporation/registration of the legal entity named above, in accordance with ITB 4.1. * In case of JVA, the JVA agreement, in accordance with ITB Sub-Clauses 4.1 and 10.2(iv) * In case of Government-owned enterprise or institution, in accordance with ITA 4.5 documents establishing: * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the Employer |

Please note that a written authorization needs to be attached to this sheet as required by ITB 18.2

**Form - T3**

# Party to JVA Information Sheet

*[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Bidder is a JV of companies) as well as any Specialized Sub-contractor proposed to be used by the Bidder for any part of the Contract resulting from this prequalification]*

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder’s Legal name:  *[insert full name]* |
| JVA’s Party legal name:  *[insert full name of Bidder’s JV Members]* |
| JVA’s Party country of registration:  *[indicate country of registration]* |
| JVA’s Party year of constitution:  *[indicate year of constitution]* |
| JVA’s Party Legal Address in Country of Registration:  *[insert street/ number/ town or city/ country]* |
| JVA’s Party authorized representative information  Name: *[insert full name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| Attached are copies of original documents of   * Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clause 4.1. * In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5. |

Please note that a written authorization needs to be attached to this sheet as required by ITB 18.2

**Form - T4**

# Form of Bid Security

Date: June 01, 2015

Director General,

Tender Evaluation Section

Public Procurement Division

Ministry of Finance and Treasury,

Ameenee Magu, Maafannu

Male’, 20392,

Republic of Maldives.

Bid Security No. [ ] (the **Bid Security**)

For lot: [ ] *(iinsert lot name. Male’ in case the bid is for Male’ and Hulhumalé in case the bid is for Hulhumalé)*

Considering the proposal presented by [*insert name of Bidder*] of [*insert address details of Bidder*] (the **Principal**) in response to the request for proposals issued by **the Ministry of Finance and Treasury (MoFT)** of the Government of Maldives dated [*insert date*] in relation to the ASPIRE Solar rooftop PV system installation program (the **BD**).

We [*insert name of the bank*] whose address is [*insert address*] (the **Bank**) hereby irrevocably undertake to pay the **MoFT** any sum or sums up to an amount of One Hundred and Fifty Thousand United State Dollars (USD $150,000) or in equivalent Maldivian Rufiyaa [*in case of bidding for Lot 1*] or One Hundred Thousand United State Dollars (USD $100,000) or in equivalent Maldivian Rufiyaa [*in case bidding for Lot Two*] upon first written demand of MEE certifying that one or more of the conditions specified in the BD has occurred, without the need for any notice, demand or other legal process.

This Bid Security shall be valid from the Bid Submission Deadline (as defined in the BD) [*insert bid submission date*] and expire on [ ] a total period of one hundred and forty eight (148) days after the Bid Submission Deadline, as may be extended under the Invitation to Bidders section ITB 16.2. This Bid Security shall be presented by the Principal to the MoFT on or the Bid Submission Deadline (as defined in the BD) and shall be retained by the MoFT.

This Bid Security should be returned to us upon its expiry or upon fulfilment of our undertaking whichever is earlier.

Authorised Signatories

**To be issued by a reputable bankForm - T5**

# Form for Technical Requirements

# Basic Criteria

|  |  |  |
| --- | --- | --- |
| 1 | Name of Bidding Company /  Lead Member of Bidding JVA |  |
| 2 | Capacity proposed | .......... MW |
| 3 | Location |  |
| 4 | Guaranteed Capacity Utilization Factor | ......... % |
| 5 | Guaranteed Energy Generation for first year | ............ kWh/Annum |
| 6 | Degradation factor for each year | …..% |

1. **Module Certification Information Sheet**

The Bidder shall provide sample product brochure and copies of valid certificate for solar modules proposed in the Project. 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 version of the IEC 61215 and IEC 61701 Ed.2 standards. Certificates found to be invalid or fraudulent will result in disqualification.

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

1. **PV grid-tie inverter**

The Bidder shall provide a copy of currently valid type certificates for inverters proposed in the Project. Inverters must be fully certified by an accredited entity in accordance with the most recent version of the standards specified in the Section VI - Employer’s Requirements.

1. **Monitoring and data management system**

The Bidder shall provide full details of the proposed MONITORING AND DATA MANAGEMENT SYSTEM, comprising of:

1. Monitoring System on each site
2. Data Management and Monitoring System for All Sites
3. DBEW inverter control

Systems must have been in use and commercially proven in two different commercial projects of at least 2MW capacity.

1. **Subcontractors / Manufacturers**

The Bidder shall identify below subcontractors / manufacturers for major Project items.

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

For each subcontractor / manufacturer a Letter of Intent must be provided. The contractor shall submit the following with its Bid:

* Layout and sections showing proper orientation and tilt of the PV panels for all systems, and proposed control room locations (if any).
* System description, preliminary design options of the system along with the single-line diagrams (showing junction boxes, DB’s, metering, etc.).
* Preliminary design calculations.
* Brochures and certificates for proposed major equipment (modules, inverters)
* Brochures for minor equipment (module mounting proposal, metering, etc.).
* Details of the proposed Monitoring System and Data Management, for each site, and communication between sites to Utility Building.
* Contractor’s proposed equipment details to carry out the works, including the proposed work methodology.

1. **Solar Data Analysis Report Information Sheet**

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

1. Solar Radiation data
2. Capacity Utilization Factor
3. **Power conditioners and transformers**

The Bidder shall provide a copy of currently valid type certificates for power conditioners and transformers proposed in the project, which would comply with the requirements mentioned in Section VI – Employer’s Requirements (7.3) and certified by an accredited entity in accordance with the most recent version of the standards specified therein.

1. **Other Requirements**

In additions to the above requirements, bidders would be required to provide the following as per requirements specified in Section VI – Employer’s Requirements, Sub Section (B) – Specifications:

1. Roof mounting systems
2. Distribution boxes and junction boxes
3. Control systems

**The form shall also include all relevant certificates for compliance with relevant international standards as required in Section VI – Employer’s Requirements**

------------------------------------- -------------------------------------

Authorised Signatory Authorised Signatory

Name: Name:

Designation: Designation:

**Form - T6**

# Form of Undertakings, Scheduled COD And Contracted Capacity

**Format 1: Bidders’ Undertakings**

*[On the Letter Head of the Bidding Company/Lead Member of Bidding JVA]*

To.

Director General

Ministry of Finance and Treasury

Dear Sir,

**Sub: Bidders’ Undertakings for Bid for supply to STELCO**

We hereby undertake on our own behalf and on behalf of the Bidder, that if selected as the Successful Bidder for the Project:

1. We give our unconditional acceptance to the Bidding Documents issued by the MoFT as a part of the Bidding Document dated [insert], as amended. We shall ensure that the Bidder shall execute such Bid Project Documents as per the provisions of the document.

2. We have submitted our Price Bid strictly as per the formats provided in Form F2 of the Bid Document, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said Form.

3. We have submitted the Bid on the terms and conditions contained in the Bidding Document and we hereby confirm our acceptance of all the terms and conditions of Bid Document.

4. Our Bid (including Price Bid) is valid up to the period required under the Bid Document.

5. Our Bid (including Price Bid) has been duly signed by authorised signatory and sealed in the manner and to the extent indicated in this Bid Document and the Power of Attorney/Board Resolution in requisite format as per the Bidding Document has been enclosed in original with this undertaking.

6. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after the execution of the PPA, we agree that the same would be treated as an event of default under PPA, and consequent provisions of PPA shall apply.

------------------------------------- -------------------------------------

Authorised Signatory Authorised Signatory

Name: Name:

Designation: Designation:

**Form - T7**

# Formats for Providing Information to Assess Financial and Technical Qualifications

**Net Worth**

*[The following table shall be filled in for the Bidder and for each member of a JVA]*

Bidder’s Name: [insert full name]

Date: [insert day, month, year]

JV Member Name: [insert full name]

ICB No. and title: [insert ICB number and title]

Page [insert page number] of [insert total number] pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** *\_[insert number] years,*  *[insert in words]*  **(amount in currency, currency, exchange rate\*, USD**  **equivalent)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Equity Share Capital |  |  |  |  |  |
| Reserves |  |  |  |  |  |
| Revaluation Reserves |  |  |  |  |  |
| Intangible Assets |  |  |  |  |  |
| Miscellaneous Expenditures |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant

Section I, Instructions to Bidders - 29, the financial statements shall:

1. Reflect the financial situation of the Bidder or in case of member, and not an affiliated entity (such as parent company or group member).
2. Be independently audited or certified in accordance with local legislation.
3. Be complete, including all notes to the financial statements.
4. Correspond to accounting periods already completed and audited.

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

***Signature of Company Secretary Signature and seal of auditors***

(Please also affix company seal)

Date:

*Note:*

1. *The above sheet to be signed and certified as true by the company secretary and auditor appointed by the Applying Company. The auditor must be a qualified Chartered Accountant.*
2. *Along with the above, provide details of computation of Internal Resource generation*

**Average Annual Turnover**

*[The following table shall be filled in for the Bidder and for each member of a JVA]*

Bidder’s Name: [insert full name]

Date: [insert day, month, year]

JV Member Name: [insert full name]

ICB No. and title: [insert ICB number and title]

Page [insert page number] of [insert total number] pages

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

\* Refer ITB 2.6.3 and 2.1.12 for date and source of exchange rate respectively

\*\* Total USD equivalent for all years divided by the total number of years. See Section 3, Evaluation and Qualification Criteria.

***Signature of Company Secretary Signature and seal of auditors***

(Please also affix company seal)

Date:

*Note: The above sheet to be signed and certified as true by the company secretary and auditor appointed by the Applying Company. The auditor must be a qualified Chartered Accountant.*

**FORMAT FOR FINANCIAL REQUIREMENT– INTERNAL RESOURCE GENERATION**

To,

*[Insert Name and Contact Details of the Relevant Person in the MoF]*

**Dear Sir,**

**Subject:** Response to Bid Invitation for ASPIRE

We certify that the Applying Company/Applying JVA had Internal Resource Generation equal to at least USD \_\_\_ million or equivalent US$ computed as the maximum internal resource generated during any of the last three years business operations. This Internal Resource Generation has been calculated in accordance with the instructions provided in the RFP.

**Exhibit (i): Applicable in case of an Applying Company**

For the above calculations, we have considered the following companies for Financial Years 20\_\_ - \_\_:

|  |  |  |
| --- | --- | --- |
| Name of Company | Relationship with Applying Company | Internal Resource Generation (USD Million) |
| Company 1 |  |  |
| --- |  |  |
| --- |  |  |
| Total | |  |

**Exhibit (ii): Applicable in case of an Applying JVA**

**Exhibit (ii) (a): To be filled by each Member Company separately**

Name of Member:

Internal Resource Generation Requirement to be met by Member in Proportion to the Equity Commitment: USD million [=Equity Commitment (%) x USD \_\_\_ million]

For these calculations, we have considered the following companies for Financial Years 20\_\_ - \_\_:

|  |  |  |
| --- | --- | --- |
| Name of Company | Relationship with Applying Company | Internal Resource Generation (USD million) |
| Company 1 |  |  |
| --- |  |  |
| Total | |  |

**Exhibit (ii) (b): To be filled for an Applying JVA**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Member Company | Equity Commitment (%) | Internal Resource Generation Requirement to be Met by Members in Proportion to the Equity Commitment (USD million) | Internal Resource Generation of members  (USD million) | Whether the Member meets the Internal Resource Generation requirement |
| Member 1 |  |  |  | Yes/No |
| --- |  |  |  | Yes/No |
| --- |  |  |  | Yes/No |
| Total Internal Resource Generation of JVA for Financial Qualification Criteria | |  |  |  |

***Signature of Company Secretary Signature and Seal of Auditors***

(Please also affix company seal)

Date:

*Note:*

*1. The above response sheet should be signed and certified as true by the Company Secretary and Auditor appointed by the Applying Company or Lead Member, in case of a JVA. The Auditor must be a qualified Chartered Accountant.*

*2. Along with the above format, in a separate sheet, please provide details of computation of Internal Resource Generation.*

**Form - T8**

# FORMAT FOR MINIMUM EXPERIENCE REQUIREMENT

To,

*[Insert Name and Contact Details of the Relevant Person]*

**Dear Sir,**

**Subject:** Response to Bid Invitation for ASPIRE

We certify that the Applying Company/ Applying JVA has experience as specified in Section - III Evaluation and Qualification criteria. This Requirement has been calculated in accordance with the instructions provided in the Bid Document on the basis of following projects:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Applying Company/ Lead Member or their Parent Company or their Affiliate | Relationship with Applying Company/Lead Member | Project Name | Nature of the Renewable Energy Project  (source, capacity) | O&M Experience | | Total Project Cost  (USD million) | Equity share(%) at the time of achieving Commercial Operation | Year of  Achieving Commercial Operation | Contact Person |
|  |  | Project 1 |  |  |  | |  |  |  |
| --- |  | --- |  |  |  | |  |  |  |
| --- |  | --- |  |  |  | |  |  |  |
| Total |  |  |  |  |  | |  |  |  |

***Signature of Company Secretary Signature and Seal of Auditors***

(Please also affix company seal)

Date:

*(Note: The above response sheet should be signed and certified as true by the Company Secretary and Auditor appointed by the Applying Company or Lead Member, in case of a JVA. The Auditor must be a qualified Chartered Accountant.)*

**Form – T9**

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

*[The following table shall be filled in for the Bidder and for each member of a JVA]*

Bidder’s Name: [insert full name]

Date: [insert day, month, year]

JV Member Name: [insert full name]

ICB No. and title: [insert ICB number and title]

Page [insert page number] of [insert total number] pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section 3, Evaluation and Qualification Criteria | | | |
|  Contract non-performance did not occur since 1st January *[insert year]* specified in Section 3, Evaluation and Qualification Criteria  Contract(s) not performed since 1st January [insert year] specified in Section 3, Evaluation and Qualification Criteria | | | |
| **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 non-performance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section 3, Evaluation and Qualification Criteria | | | |
|  No pending litigation in accordance with Section 3, Evaluation and Qualification Criteria   Pending litigation in accordance with Section 3, Evaluation and Qualification Criteria as indicated below. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of**  **dispute** | **Amount in dispute**  **(currency)** | **Contract Identification** | **Total Contract**  **Amount (currency), USD Equivalent (exchange rate)** |
| *[insert*  *year]* | *[insert amount]* | 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”]*  Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
|  No pending litigation in accordance with Section 3, Evaluation and Qualification Criteria   Pending litigation in accordance with Section 3, Evaluation and Qualification Criteria as indicated below. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **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”]*  Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

**Form - T10**

# Technical Personnel

***Note: The details submitted by the Bidder as their Technical Specification shall be a key factor for award of the contract.***

**Personnel:**

Bidders should provide details of proposed personnel, suitably qualified for the work as in Form PER-1 and PER-2.

**Form PER – 1: Proposed Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position\* Team Leader/Project Manager** |
|  | **Name** |
| **2.** | **Title of position\* Project Manager** |
|  | **Name** |
| **3.** | **Title of position\* Project Engineer** |
|  | **Name** |
| **4.** | **Title of position\* Field Supervisors** |
|  | **Name** |
|  | **Title of position\* Others** |
|  | **Name** |

**Form PER – 2: Resume of Proposed Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Position** | | | |
| **Personnel information** | **Name** | **Date of birth** | **Nationality:** |
|  | **Languages and Degree of proficiency (Excellent/Good/Weak):** | | |
|  | **Professional qualifications** | | |
| **Present employment** | **Name of employer** | | |
|  | **Address of employer** | | |
|  | **Telephone** | **Contact (manager / personnel officer)** | |
|  | **Fax** | **E-mail** | |
|  | **Job title** | **Years with present employer** | |

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

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

***Note: The Bidder shall provide above information separately for each lot.***

**Equipment**

***Note: The Bidder shall provide this information separately for each project site.***

Bidders shall provide adequate information of the equipment proposed for the work as in Format below.

|  |  |
| --- | --- |
| **Equipment Information** | |
| **Name of manufacturer** |  |
| **Capacity** |  |
| **Model and power rating** |  |

***Note: The Bidder shall provide above information separately for each lot.***

**Site Organization**

Bidders shall submit the proposed site organization chart indicating the key position and description of tasks assigned for such position.

**Method Statement**

Bidders shall submit a detail method statement describing the methodology proposed to be adopted in the execution of the contract for each of the lot.

Specifics shall include methodology and/or information as specified in Section 3 – Technical Specifications

**Mobilization and Construction Schedule**

Bidders shall submit detail schedule indicating mobilization, material supply and construction. This schedule shall include all major components of the project.

**Subcontractors, Suppliers Etc.**

Bidders shall submit details of subcontractors, suppliers and other service providers proposed for the work.

**Health Safety and Environmental issues approach information sheet.**

The Bidder shall provide a description of its proposed approach to health, safety and environmental issues during the project phases. This description must include:

1. An assessment of its existing Environment and Social Management System (ESMS) as the per environment and social performance standards set forth in the Environment and Social Management Framework (ESMF) for the proposed Solar PV projects under ASPIRE programme within one (1) month from the date of the award of the contract.
2. An action plan to address any gaps identified in the contractor’s ESMS to the satisfaction of the employer. In case any action needed to be taken if there are any gaps in the ESMS will be identified and communicated to the contractor by the GoM.

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.

**Others**

Bidders shall provide

1. Environment and Social compliance Management Plan
2. Quality Assurance Program
3. Safety Program

# Financial Proposal Forms

**Form – F1**

# Letter of Bid (Financial)

Date:

Contract No.:

Invitation for Bid No.:

To:

Director General

Tender Evaluation Section

Public Procurement Division

Ministry of Finance and Treasury

Ameenee Magu, Maafannu,

Male’, 20392,

Republic of Maldives.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 7;
2. We offer to Design Build Finance Own Operate and Transfer, in conformity with the Bidding Document, the following Project: [*delete as appropriate*]
   1. Installation of solar PV rooftop system in the island of Malé under ASPIRE program of the Government of Maldives
   2. Installation of solar PV rooftop system in the island of HulhuMalé under ASPIRE program of the Government of Maldives
   3. Installation of solar PV rooftop system in the island of both Malé and Hulhumalé under ASPIRE program of the Government of Maldives
3. The tariff will be a fixed tariff for the project duration.
4. Our bid shall be valid for a period of one hundred and twenty (120) days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our bid is accepted, we commit to obtain a Construction Security in accordance with the Bidding Document;
6. We, including any subcontractors or manufacturers for any part of the Project, do not have any conflict of interest in accordance with ITB 4.3
7. We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3;
8. We, including any of our subcontractors or manufacturers for any part of the Project, have not been declared ineligible by the World Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
9. We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5; \*
10. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [If none has been paid or is to be paid, indicate “none.”]

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

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Dated on ………………………………day of……………………………….. , …………

**Form – F2**

# Form for Price Bid

**Schedule of Prices**

|  |
| --- |
| Company Name: |
| Country: |
| Representative: |

|  |  |
| --- | --- |
| Name of Island [lot name] | Malé |
| Proposed Capacity | 2.5 MW |
| Whether Bidder is bidding for Malé | Yes/No |
| If yes, then answer below |  |
| Proposed Tariff without Currency Conversion Assistance: | ……….US cents/kWh\* |
| Currency Conversion Assistance: | Yes/No |

\*Same Rate for the full duration. Tariff in US cents/kWh is required to be quoted up to 3 decimal points.

|  |  |
| --- | --- |
| Name of Island [lot name] | Hulhumalé |
| Proposed Capacity | 1.5 MW |
| Whether Bidder is bidding for Hulhumalé | Yes/No |
| If yes, then answer below |  |
| Proposed Tariff without Currency Conversion Assistance: | ……….US cents/kWh\* |
| Currency Conversion Assistance: | Yes/No |

\*Same Rate for the full duration. Tariff in US cents/kWh is required to be quoted up to 3 decimal points.

Please note that the tariffs shall be paid in all cases in equivalent MVR as per the prevailing official conversion rate.

-------------------------------------

Authorised Signatory

Name:

Designation:

## Section V. Eligible Countries

**Eligibility for World Bank-Financed Procurement**

In accordance with Para 1.10 of the Guidelines: Procurement of Goods, World and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated January 2011, the World Bank permits firms and individuals from all countries to offer goods, works and services for World Bank-financed projects. As an exception, firms of a country or goods manufactured in a country may be excluded if:

Para 1.10 (a) (i): as a matter of law or official regulation, the borrower’s country prohibits commercial relations with that country, provided that the World Bank is satisfied that such exclusion does not preclude effective competition for the supply of the goods, works and services required, or

Para 1.10 (a) (ii): 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 borrower’s country prohibits any import of goods from that country or any payments to persons or entities in that country.

For the information of borrowers and bidders, firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.10 (a) (i) of the Guidelines: None

(b) With reference to paragraph 1.10 (a) (ii) of the Guidelines: None

# PART 2 – EMPLOYER’S REQUIREMENTS

## 

## Section VI. Employer’s Requirements

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# Overview

The Government of the Republic of Maldives (GoM) has embarked on a plan to transform the electricity sector in the Maldives through private sector investments in renewable energy development on a large scale. The Ministry of Environment and Energy (MEE) has initiated a programme to install grid-tied solar photovoltaic systems in the island of Malé and Hulhumalé with well-established power systems.

The Republic of Maldives provides an attractive destination for the private investors due to the enabling policies and programs of the GoM. The Guiding Principles of the 2010 National Energy Policy and Strategy seeks to promote renewable energy in the country and to engage private sector in the development of the energy sector including renewable energy.

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.

The GoM, under the ASPIRE (Accelerating Sustainable Private Investment in Renewable Energy) project, which is supported by financing from the Scaling-up Renewable Energy Program under the Strategic Climate Fund administered by the World Bank, aims to encourage and facilitate private investments in the sector by addressing key barriers to private investment through provision of appropriate risk mitigation instruments.

The GoM invites responses from technically and financially qualified entities to design, build, finance, own, operate, and transfer grid-tied solar rooftop photovoltaic system(s) on the islands of Malé and Hulhumalé for 20 years of ownership by the selected bidder prior to transfer.

The GoM is seeking for 4 MWp DC nominal electrical capacity from all generating facilities in the islands of Malé and Hulhumale’. 2.5 MWp capacity is allocated for the project in Malé and 1.5 MWp for Hulhumalé. A bidder may bid for either of the lot or for both lots.

The MEE has identified roof spaces on different public buildings in Malé and Hulhumalé.

The sites identified are owned by Ministry of Education (MoE), State Trading Organization (STO), Ministry of Youth and Sports (MoY), Ministry of Health and Gender (MoH) Housing Development Corporation (HDC) etc. and shall be provided to the successful bidder through rooftop leases to be facilitated by GoM. GoM will facilitate through its state owned utilities and assist the bidder to carry out its own site surveys, inspection and data collection of the selected islands. Any such surveys, inspections or data collection would be at the bidder’s own expense.

Existing profile of Malé and Hulhumalé is given below:

1. The total number of consumers in the island of Malé as of December 2014 was around 35867 with total power consumption of 238.4 million kWh units. A large part of the consumer mix is dominated by the domestic sector (~75%), followed by business (~23%) and Government (~2%). The peak load in the island for the year 2014 was 46,220kW, occurring at 12:00 pm.
2. The total number of consumers in the island of Hulhumalé as of December 2014 was around 4352 with total power consumption of 20.8 million kWh units. A large part of the consumer mix is dominated by the domestic sector (~71%), followed by business (~28%) and Government (~1%). The peak load in the island for the year 2014 was 3,660kW, occurring at 09:00 am.

The bidder shall commission the project by the Scheduled COD, i.e. within twelve (12) months of the Contract Date. The selected bidder would be required to sign a standard Power Purchase Agreement (PPA) with STELCO, the largest state owned power distribution utility in the country, at fixed US Dollar dominated tariff payable in Maldivian Rufiyaa. The roofs/sites would be made available through separate roof-lease agreements facilitated by GoM between the roof owners and selected bidder as per the terms and conditions specified in the Roof Lease Agreement.

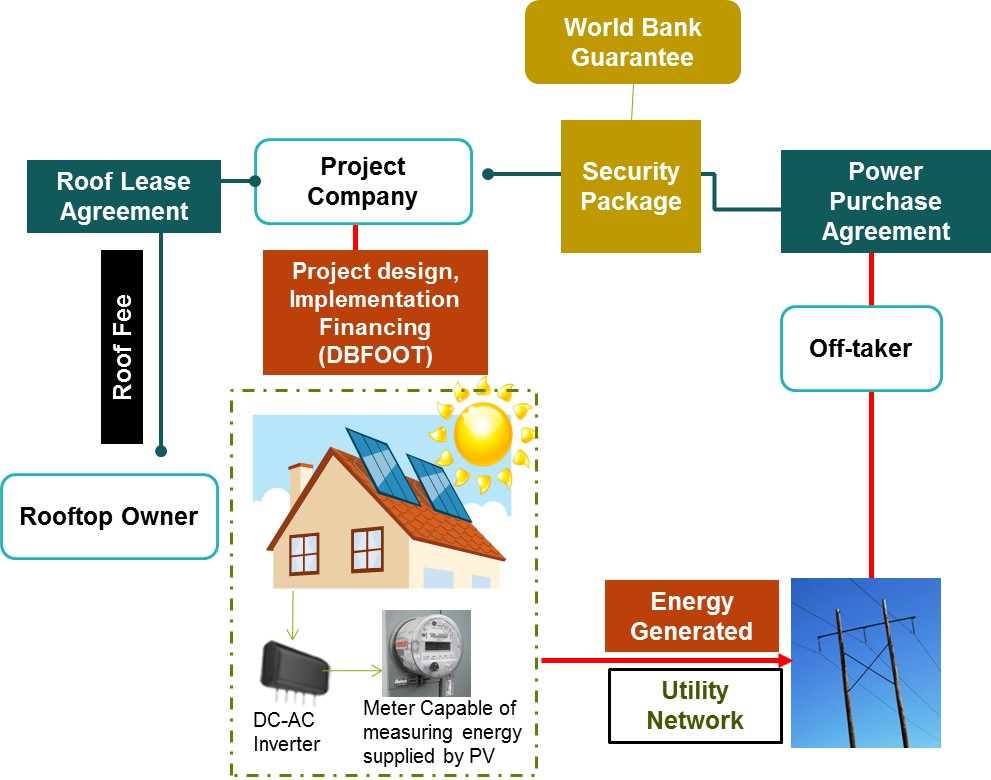
Selected bidders will be responsible for design build finance own operate and transfer of all facets of the project and for generating the required minimum generation output as described in this bidding document. The scope of services requested shall include, but not be limited to site assessment, providing 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.

Bidders are required to quote tariff without currency convertibility assistance and indicate whether they require conversion assistance or not as per ITB 14.4.

Each proposal will be evaluated by the HLEC as per section III – Evaluation and Qualification Criteria.

The program structure is represented further illustrated in the figure below:

**Figure 1: Program Structure - ASPIRE**



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

* A Power Purchase Agreement (PPA) with STELCO (as per Section VII).
* An Implementation Agreement (IA) with Maldives (as per Section IX). The IA will define obligations between the selected bidder and Maldives, including Maldives’ obligation to replenish the Escrow Account or pay termination payments if STELCO has not replenished or paid within the time period stipulated in the EA or PPA, as applicable.
* An Escrow Agreement (EA) with Maldives, STELCO, and a selected escrow bank (as per Section X).
* Roof Lease Agreements (RLAs) with the owners of each rooftop utilized for the project (as per Section VIII). RLAs will define the rights and obligation of the selected bidder and the rooftop 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

The following are the major security packages built in for the program:

* + 1. ***Escrow Account***

In order to provide security to the selected bidder against payment defaults by STELCO on its monthly invoices under the PPA, an escrow account would be established by GoM and STELCO. GoM would provide advance funding to the escrow account to create standing payment security of six months’ worth of invoice payments. In the event of a payment default by STELCO on its monthly invoices, the selected bidder will be entitled to draw down on the escrow account for the unpaid amount (to the extent it is not disputed by STELCO) of the relevant invoice(s). STELCO will thereafter be obliged to replenish the escrow account, failing which GoM will be responsible for ensuring the replenishment of the escrow account.

* + 1. ***World Bank support***

The World Bank is committed to support the ASPIRE program. In June 2014, the World Bank’s International Development Association (IDA) Board of Directors approved for ASPIRE (i) a series of guarantees; and (ii) a grant from the Scaling-up Renewable Energy Program (SREP).

A World Bank letter of support and guarantee summary term sheet is provided in Annexure 5

# Specifications

1. **SCOPE OF WORK**
   1. **General Scope**

Details of the sites/roofs identified for installation of rooftop solar PV for both islands are given in Annexure 3. Bidders are required to bid for the full MWp capacity for either Lot or for both Lots.

|  |  |
| --- | --- |
| **Lot 1:** | Male’ (2.5 MWp) |
| **Lot 2:** | Hulhumale’ (1.5 MWp) |

A bidder may bid for either of the lot or for both lots. The scope of works of the project includes (but not limited to):

1. Assessment of existing site conditions.
2. Preliminary design based on the assessment and the design criteria.
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. Monitoring system and data management from each site to central Utility Building of each island.
7. Necessary works and adjustments for the interconnection of the System to the grid maintained by the respective utility in accordance with the regulation of Maldives Energy Authority (MEA).
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. All necessary materials for earthing in addition to the materials specified in the Technical Specification and connect to every necessary box, surge absorber, etc. to protect the System and buildings from lightning or electrical faults.
10. Pre-commissioning and commissioning tests of the PV systems under the witness of Employer or an independent third party approved by the Employer.
11. Operation and Maintenance of all facets of the project and for generating the required electricity as described in the bidding documents.
12. 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.
    1. **Project Design Documents**

The following documents shall be submitted (both in soft and hard copies) to the Employer by the winning bidder:

1. Detailed Design Report including calculations, survey results etc within **three(3) months** from the date of the award of the contract;
2. Certified Solar Yield Analysis for 20 years within **three (3) months**
3. Detailed design drawings within **five(5) months** from the date of the award of the contract;
4. Assessment of the existing Environment and Social Management System (ESMS) of the contractor as per the environment and social performance standards defined in the Environment and Social Management Framework for the proposed Solar PV projects under ASPIRE program within **one (1) month** from the date of the award of the contract;
5. Detailed work and implementation schedule (indicating major milestones) within **one (1) months** from the date of the award of the contract.
   1. **Conditions on Site**

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

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

It is the contractors’ responsibility to obtain all the permits required (from regulatory authorities, service providers etc.) for the designs, and for construction. There is a need for special access permits from the Maldives National Deference Force (MNDF) for screening of individuals entering the premises

The metric system of units shall be used throughout.

The confirmation of the ground and roof conditions is the responsibility of the contractor.

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

The contractor shall implement any gaps identified in the contractor’s ESMS to the satisfaction of the employer.

1. **COMPLETING THE TENDER DOCUMENTATION**

The bidder shall submit the following information in addition to the bid forms.

* 1. **Work Teams**

The Contractor 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, shall be presented in the bid submission.

* 1. **Technical Information**

The contractor shall submit the following with its Bid:

* Layout and sections showing proper orientation and tilt of the PV panels for all systems, and proposed control room locations (if any).
* System description, preliminary design options of the system along with the single-line diagrams (showing junction boxes, DB’s, metering, etc.).
* Preliminary design calculations.
* Brochures and certificates for proposed major equipment (modules, inverters)
* Brochures for minor equipment (module mounting proposal, metering, etc.).
* Details of the proposed Monitoring System and Data Management, for each site, and communication between sites to Utility Building.
* Contractor’s proposed equipment details to carry out the works, including the proposed work methodology.

1. **SYSTEM DESIGN**

The bidder is entirely responsible for system design. For the purposes of comparison of bids, the data below provides a sound basis.

* 1. **Solar Radiation Data**

The solar resource information for Maldives is available from various sources, but the most comprehensive is from NASA Atmospheric Science Data Center. Based on the Solar Installations in Male’, daily average global irradiation in Maldives is observed to be in the range of 4.5-6 kWh/m2/day. Further no sharp seasonal variation is observed in solar energy. The solar radiance data and Capacity Utilization Factor for sample installations are provided below:

**Figure 2: Solar radiance [kWh/m^2] for a sample site for different months**

****

**Figure 3: Solar Radiance [kWh/m^2] for a sample site for different days in a year**



* 1. **Capacity Utilization Factor**

The Capacity Utilization Factor for sample installations in Malé is provided below.

**Table 1: Capacity utilization factor for sample sites installed in Malé**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CUF** | **Giyasuddeen School (80 kW)** | **Maldives Centre for Social Education (100 kW)** | **STELCO (45 kW)** | **Hiriyaa School (100 kW)** | **Thajuddeen School (130 kW)** |
| **14-Nov** | 16% |  | 15% | 15% |  |
| **14-Oct** | 17% | 16% | 16% | 16% |  |
| **14-Sep** | 17% | 16% | 16% | 16% | 17% |
| **14-Aug** | 16% | 16% |  | 16% | 16% |
| **14-Jul** | 18% | 18% |  |  |  |
| **14-Jun** | 18% | 18% | 17% | 18% | 18% |
| **14-May** | 16% | 16% | 15% | 15% | 16% |
| **14-Apr** | 20% | 19% | 17% | 20% | 20% |
| **14-Mar** | 19% | 18% | 18% | 18% | 19% |
| **14-Feb** | 20% | 18% | 19% | 19% | 19% |
| **14-Jan** | 19% | 17% | 18% | 18% | 19% |
| **13-Dec** | 16% | 15% | 16% | 15% | 16% |

**Disclaimer:** Although care has been taken to ensure the accuracy, completeness and reliability of the information provided above, MEE assumes no responsibility thereof. The user of the information agrees that the information is subject to change without notice. MEE assumes no responsibility for the consequences of use of such information, nor for any infringement of third party intellectual property rights which may result from its use. In no event shall MEE be liable for any direct, indirect, special or incidental damage resulting from, arising out of or in connection with the use of the information. Therefore, each bidder is requested to access their radiation data separately.

III

1. **INSTALLATION QUALITY AND SAFETY**

The entire contract must be carried out in accordance with the latest revisions and amendments of standards currently in force in Maldives.

MEA 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 MEA Installation Standards.

AC side of the facility installation (LV and MV): visual inspections, tests and standards:

* *Maldives Energy Authority: Electrical Installation Standards*

DC side of PV installation: visual inspections and standards:

* *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).*
  + *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).*

1. **COMPATIBILITY WITH THE UTILITY INTERFACE**
   1. **Technical Requirements for Grid Connection**

MEA has provided “Guidelines on Technical Requirements for Photovoltaic Grid Connection” that needs to be complied by the bidders with respect to grid connection. The key aspects covered by the Regulations are provided below:

1. **Frequency:** Rated frequency shall be 50 Hz
2. **Classification of Interconnection:** Interconnection classification shall be selected in accordance with the following table. However the required classification might be changed due to capacity constraint of existing facilities or other technical issues examined by STELCO/Utility Company.

**Table 2: Classification of Interconnection**

|  |  |  |
| --- | --- | --- |
| 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) |

1. **Metering Methods :** Refer MEA regulations (Annexure – 2)
2. **Power Factor:** Refer MEA regulations (Annexure – 2)
3. **Protection Relays:** Refer MEA regulations (Annexure – 2)
4. **Islanding Operation Detection:** Refer MEA regulations (Annexure – 2)
5. **Automatic Recovering Function:** Refer MEA regulations (Annexure – 2)
6. **Automatic Load Limiting and Power Generation Suppression:** Refer MEA regulations (Annexure – 2)
   1. **Isolation devices at STELCO transformer and point of connection**

For LV connection systems, a disconnection device shall provide a means of isolating from the utility interface in order to allow for safe maintenance of the transformers and network. The disconnection device shall be three-pole for a three-phase delta-connected cable, and a four-pole for a three-phase star-connected cable. The grid supply side shall be wired as the source.

The breaking capacity of the isolation circuit-breaker closest to the point of utility connection shall have a minimum fault current level of 6 kA in accordance with IEC 60947-2.

* This isolator shall be securable in the OFF position using a simple padlock.
* This switch is to be labelled “PV system –STELCO AC isolator” and must be clearly labelled as such with ON and OFF positions clearly marked.

1. **MONITORING AND DATA MANAGEMENT SYSTEM**
2. 1. **Monitoring System on each site**

A monitoring system shall be established on each site. The Contractor shall include all necessary accessories (board, cables and interface with the data logger, etc.).

The monitoring system shall be equipped with a display device of LED showing output

* kW instantaneous
* kWh for the current day
* kWh total
* CO2 saved (by not using diesel)

The data to be collected and recorded are at least:

* Solar irradiation (kW/m2) close to the Photovoltaic modules
* Daily insolation (kWh/m2/day) for the site
* Ambient Temperature close to the Photovoltaic modules
* DC current (I), DC voltage (V) and AC power (W) at the input and output of Power conditioners
* Instantaneous/average power for PV plant as a whole (kW) AND for each inverter
* Daily and total overall generated energy (kWh) each inverter)
* Daily and total overall generated energy (kWh) for overall site

Logger sampling to be programmable down to 30 second intervals or better, with data storage on a 10 minute basis and designed to show daily and monthly data at least with a computer furnished with all necessary cables and interface. Standard, proven software is available from most reputable inverter suppliers (for example SMA Sunny ExplorerTM, KACO Powador-PROLOGTM).

Standard software for evaluation and monitoring of the plant enable secure users to track plant performance on site or remotely: For example:

* Current plant status and instantaneous measurements
* Daily graphs
* Tables for exporting
* Faults logs
* Historical data

The data processing software shall be furnished by the Contractor with understandable explanation and the manual.

* 1. **Data Management and Monitoring System for All Sites**

Data shall be transferred from each site to PV database server and monitored in Utility Building of the island. The contractor shall provide the database and the communication systems.

This PV database server shall monitor instantaneous peak power produced, as well as other key variables necessary for ensuring utility network stability.

Other variables will include:

* Instantaneous power (kW) generated on each site and in total of all sites
* Total generated kWh (each site and total of all sites)
* Climatic conditions on each site,
* Operational status of inverters on each site
* Error messages
* Status of BDEW output of inverters on each site (output limited or MPPT operation)

Standard, proven software is available from most reputable inverter suppliers (for example SMA OPC ServerTM, KACO Powador- wed-PROFITM). In general, this professional software enable viewing of details of each plant performance, and each inverter.

1. **TECHNICAL SPECIFICATIONS FOR KEY COMPONENTS**

In general the specification is a performance specification for 20 years. However, there are certain minimum requirements w.r.t. quality of installations on roofs, 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 20 years to MEE and should have at least a further 10 year useful life.

1. 1. **Applicable Codes and Standards**

Equipment and Installation shall be certified according to equivalent and comparable standards of the following acceptable standard and code organisations to show compliance with the specifications:

1. NEC: National Electrical Code
2. IEC: International Electro-technical Commission
3. UL: Underwriters’ Laboratories
4. CSA: Canadian Standard’s Association
5. JEC: Japan Electro-technical Commission
6. JEM: Standards of Japan Electrical
7. CE: Communaute’ Europe’ene
8. JEAC: Japan Electro-technical Standards and Codes Committee
9. BS: British standard
10. DIN: German Institute for Standardization’s Standards
11. IEEE: Institute for Electrical and Electronics Engineers’ Standards

Key specifications of the main products and supplemental information.

* 1. **Photovoltaic Modules**
* 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.
* Modules shall be certified to both of the following standards (or equivalent accepted international standard), and valid certificates shall be included with the tender (Form T5): Mono and poly-crystalline modules are acceptable, but note that thin film modules are not acceptable. The compliance must be certified by at least one recognized laboratory or institution. The certification shall be submitted at the Tender with technical documents of PV Modules.
* IEC 61215: “Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval”
* IEC 61701 Ed.2: Salt mist corrosion testing of photovoltaic (PV) modules
* The following information shall be provided for each module, in softcopy:
* Manufacturer’s name
* Module serial number
* Type of module, and model
* Nominal power at STC
* Each module shall be clearly labelled with the following information
* Manufacturer and model
* Serial number
* Maximum safe insulation voltages
* Certifications obtained
* Power at STC, and the minimum guaranteed output in ±% (tolerance) and the maximum output voltage and current shall also be indicated as well.

All modules must be similar and interchangeable, with minimum rated capacity of at least 180Wp. Each module shall have identical characteristics within a tolerance of +5% on the power peak (max) value. Note that negative power tolerances are not allowed.

* Modules with open junction boxes are not acceptable. Modules shall be equipped with fly-leads and approved quick-connectors to standard. There are a multitude of professional PV array quick connectors available for array flyleads cables in the 2-4mm2 range, for example Multi-Contact™, Tyco™, SunClix™.
  + IEC 62852: “Connectors for DC application in photovoltaic systems – Safety requirement and tests”
* Modules and frames shall be compatible with the earthing requirements specified in MEA Installation Standards Regulations specified in Annexure - 4.
* The Contractor shall consider to procure Dummy Modules, if the number of PV Modules procured by the Contractor cannot fill up the PV array visually, to satisfy the design of Roof top shading.
  1. **Power Conditioners and Transformer**

To convert the photovoltaic electricity (DC) into AC and to connect to the existing grid, Power conditioners and a transformer shall be installed in the electric room and outdoor cubicle for the grid connection and ensuring the following:

* + 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. The method of detections shall be specified by the Tenderer.
  + Synchronization with the grid frequency

***Inverters***

Intelligent inverters with fault ride through and low voltage ride through capability for the purpose of maintaining the plant within grid-compliant limits.

Inverters shall be certified to comply with the requirements of:

* DIN VDE 126-1-1 or VDE 126 or similar (frequency and voltage disconnection limits) A*utomatic disconnection device between grid parallel power generating system and the public 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 4777.2-2005: *Grid connection of energy systems via inverters – invert requirements:*
* EN 50438, *Requirements for the connection of micro-generators in parallel with public low-voltage distribution networks*
* IEC 61727:2004, *Photovoltaic (PV) systems – Characteristics of the utility interface.*
* 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*

***Active power management requirements***

The inverter shall conform with the following 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 3 phase balancing of power output is required to support the mains supply
* Frequency – dependent active power reduction for over-frequency conditions is required (BDEW).
* Dynamic grid support is required – fault ride through to prevent immediate disconnection in the case of voltage/frequency dips on the mains supply (BDEW)
* Supply/absorb reactive power during fault ride through and otherwise to counter mains voltage rises/dips is required (BDEW).
* Power factor control is required (BDEW)
* Power limiting capability via remote dispatch from centralized plant control is a requirement (BDEW). This shall at least allow for crude control via ripple controllers to 100%, 60%, 30%, or 0% of maximum power output.
  1. **Roof Mounting Systems**

Mounting structures installed on buildings under the Roof Lease Agreement shall meet minimum standards as follows:

* The array support structures shall be non-tracking (fixed), after installation. The tilt angle to the horizontal shall be in the plane of the roof sheets. The complete structure shall withstand wind speeds of 100km/hr. The height of the lowest part of any module from the roof shall be 50mm and maximum 200mm.
* The array structure shall comprise of two main components supplied by the contractor:
  + Array roof attachment: the means of attachment shall be multiple mountings onto the corrugated roof sheet profiles for better weight distribution, and not drilled into or attached to the rafters themselves. A clamp type system or specialised system compatible with the trapezoidal roof sheet profiles shall be used with inbuilt waterproofing mechanisms, and are subject to approval of the Purchaser. Any attachments requiring drilling into the purlins or trusses shall require special prior approval and must be substantiated by roof loading calculations and weight distribution calculations. The array mounting superstructure shall be bolted to these roof attachments. The roofs are in all cases corrugated sheets of standing-seam type or trapezoidal/box type profile (typically MSP Seadeck roof sheets profile 26.5mm high, 26,0mm top edge, and 60mm at base, but dimensions and profiles of sheets to be confirmed by Supplier prior to order).
  + Array mounting superstructure: a standard approved anodisedaluminium array mounting structure or profile for clamp-mounting of modules (refer for example, to Gracesolar™, Schletter™ systems or any other approved substantially functionally equivalent methods)
* The structure assembly shall accommodate such cable trunking and any array junction boxes as may be required to meet the requirements for module interconnection.
  + Cable trays shall be aluminium anodised or galvanized, and shall not heat to more than 80 degrees Celsius.
  + All junction boxes shall be IP65, and all cable gland seals shall be IP65 to prevent dangerous water ingress and safety hazard.
* All aluminium shall be bare anodised. Any damage shall be treated. Stainless steel nuts and bolts shall be used for holding the components together.
* All precaution shall be undertaken to avoid any risk of corrosion due to electrolytic reaction between modules and the roof top mounting structure and building roof.
* The array support frames and mounting superstructure shall be provided in several identical sections (or sub-arrays) to allow for any thermal expansions and contractions without damage to roof or modules.
* Each panel shall be attached to the array mounting super-structure in four places using the clamp-mount method on the module frames, and the panel shall not itself form part of the support structure, to prevent torsional forces on the panel. The mounting structure and clamping arrangement shall be sufficiently versatile to accommodate the panels.
* The structure and clamp mounting arrangements shall be compatible with the earthing requirements stipulated in *Section* 7.7 below. Earthing clamps may additionally be required.
* A provisional design of the structure is to be submitted with this tender showing strength and size of metal structures, cross-connectors and module brackets. The successful contractor is obliged to provide a final design of the PV array structure and the module layout to the Purchaser for approval prior to finalization.
  1. **Distribution Boxes and Junction Boxes**

In general this is according to MEA Installation Standards, with the following specifics:

***Array junction box***

Each array set shall include an array junction box position on the roof to isolate the array.

***Inverter DC DB***

(optional if the protection functions are included within the inverter)

The inverter DC DB shall normally contain the following:

* DC disconnection device for each inverter (PV system – main array isolators)
* DC ground fault monitoring
* DC lightning protection surge arrestors when required

***Inverter AC DB***

(Optional if these protections are included within the inverter)

The inverter AC DB shall normally contain the following

* AC over-current device for each inverter
* AC and DC RCD / ELP for each inverter
* 3 phase over-current protection

***Main DB***

The main DB provides the interface between the inverter DB and the STELCO supply. The main DB shall normally contain the following

* Main AC isolator for disconnection of the inverters
* AC lighting protection surge arrestors when required
* 3 phase kWh meter
* Protection relay

This DB shall contain a main AC isolator for Operator to disconnect the inverters completely from the STELCO supply.

* The disconnection device shall be three-pole for a three-phase delta-connected EG, and a four-pole for a three-phase star-connected EG. The grid supply side shall be wired as the source.
* The breaking capacity of the isolation circuit-breaker closest to the point of utility connection shall have a minimum fault current level of 6 kA in accordance with IEC 60947-2.
* The main isolator shall be securable in the OFF position using a simple padlock.
* This switch is to be labelled “PV system - Main AC isolator” and must be clearly labelled as such with ON and Off positions clearly marked.

Relay protection device may be omitted from Main DB provided mechanical relay disconnection devices to the same standard are contained within each inverter or power conditioner.

* 1. **Wiring**

In general this is according to MEA Installation Standards, with the following specifics:

***PV module interconnection:***

‘*Flexible multi-strand copper conductor cables in flexible UV resistant sheath (e.g Neoprene) compatible with gland seals’, Class II insulation and solar specific cable rated for 80 degree Celsius.*

* Minimum 2.5mm2 XSA

***Array junction box to Inverter:***

*‘Flexible multi-strand copper unipolar conductor, with 1 conductor in flexible UV resistant sheath (e.g. Neoprene), with polarity indication’, Class II insulation and solar specific cable.*

The size of the cable will depend on the nominal DC system voltage, the sub-array size, and the distance from the Array JB to the Inverter. Cables shall be derated for 80 degrees Celsius.

* Minimum 2.5mm2 XSA

Note that sheathed and armoured cable (i.e. Steel wire armoured cable SWA) with two or more singly insulated cores does not constitute double insulation, but is acceptable where an underground or exposed cable run is needed as it affords a good degree of fault risk protection.

* 1. **Earthing**

General earthing shall be according to the MEA Installation Standards Regulations as provided in Annexure 4, and shall include the following:

* Electrical earth to standard
* Equipment bonding for all major equipment to standard of exposed conductive parts of electrical equipment, including structural metalwork
* PV array structure earthing (required) and has the following purposes:
  + provide path for fault DC currents to trigger the operation of disconnection devices such as overcurrent protection devices or RCDs, in the event of fault between live part and an exposed conductive part
  + provide shielding for AC coupling
  + provide path for lightning induced currents or direct lightning strikes to earth
* Array structure shall be bonded directly to its own earth electrode. The bonding material shall be minimum 16mm2 XSA bare copper straps.
* For multiple PV arrays, it is recommended that a trench earth be used to bond the individual earth spikes together underground.
* Continuity between the module frames and the array structure shall be maintained.

Note that the bonding to earth of any of the current carrying DC conductors is not recommended nor allowed.

* 1. **Labelling, Safety Signs and Notices**

The Contractor shall procure cabling and wiring materials, such as name tags, stickers, destination signs, board, stakes etc., to indicate destinations of wiring and cabling for future maintenance. The materials shall be insulated on wires and cables near the terminals and in every manhole if necessary.

* All labelling and signage must be in English. All notices, labels or signs shall be durable and not removable except by determined and deliberate action. The inscriptions shall be legible and indelible. All custom signage to be ABS plastic silk-screened quality, indelible and easily noticeable.
* Where possible, standard approved symbolic safety signage is to be used.
* All DB labels to be professional quality signage.

***Suggested signage***

In addition to the standard electrical labels required in terms of British DTI standards regarding electrical installations, the following signs are required:

| **Locations** | **Sign number** | **Example sign** |
| --- | --- | --- |
| * **Main DB** * **Main display** | **1** | **Solar array located:**  **Open circuit voltage: \_\_\_\_\_Vdc**  **Short circuit current: \_\_\_\_\_d.c. amps**  **System DC power:\_\_\_\_\_\_\_\_\_\_\_kWp**  **System AC Voltage:\_\_\_\_\_\_\_\_\_\_\_**Va.c. 3 phase |
| * **STELCO transformer** * **Tx breaker cubicle** * **Main DB** * **Inverter DB** | **2** | Warning sign circle  **WARNING**  **Dual supply**  **Isolate both mains and solar supplies before working on this equipment**  **Isolate solar at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Isolate mains supply at\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| * **Inverter** * **Inverter DB** | **3** | **Shutdown Procedure:**  **Turn off PV array isolator**  **Turn off inverter AC main isolator**  **Do not open d.c. plug and socket connectors or PV string isolator under load** |
| * **Main DB** | **4** | **PV system - main a.c isolator** |
| * **Tx breaker cubicle** | **5** | **PV system - STELCO a.c isolator** |
| * **PV Array JB** | **6** | **PV Array d,c, Junction Box.**  **Danger Contains live parts during daylight** |

# 

# PART 3 – PROJECT AGREEMENTS

## Section VII

## Power Purchase Agreement

## Section VIII

## Roof Lease Agreement

## Section IX

## Implementation Agreement

## Section X

## Escrow Agreement

# ANNEXURES

# Annexure 1

# Environment and Social Management Framework

# Annexure 2

# MEA Guidelines on Technical Requirements for Photovoltaic Grid-Connection

# Annexure 3

# Description of the selected site specified under the BD

**Table 1: Indicative list of Sites Identified in Male Island**

| **S. No** | **Name of Building** | **Owner** | **Available Area (m2) net of shading** | **PV capacity (kW)** | **Nearest Interconnection Feeder** | **Capacity of Transformer (kVA)** | **Latitude of the Place** | **Longitude of the Place** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | Maldives Polytechnic | Ministry of Education (MoE) | 928 | **90** | Transformer Feeder | 800 | 4°10'13.93"N | 73°30'36.80"E |
| **2** | Dharubaaruge | Male City council (MCC) | 1293 | **130** | Panels main cable | 630 | 4°10'13.49"N | 73°30'55.58"E |
| **3** | NDMC | President Office | 1626 | **160** | Transformer | 630 | 4°10'17.15"N | 73°30'46.45"E |
| **4** | National Stadium | Ministry of Youth & Sports | 3000 | **365** | Panels main cable | 1000 | 4.17489 | 73.51275 |
| **5** | Military Building (Including KK Koshi) | Maldives National Defense Force (MNDF) | 1280 | **130** | The interconnection point at MNDF would be near the substation block away from the site.  Security Issues: Will need some special permission, screening procedures to be compliant with security protocols | | 4.170824 | 73.502613 |
| **6** | Indira Gandhi Memorial Hospital | Ministry of Health and Gender | 3360 | **330** | New connection point need to be created at the MV switch gear. | | 4°10'24.16"N | 73°30'5.77"E |
| **7** | STO Block 7 | STO | 1114.8 | **110** | Transformer Feeder | 630 | 4°10'18.61"N | 73°30'24.35"E |
| **8** | STO Block 5 | STO | 1249.8 | **125** | Transformer Feeder | 630 | 4°10‘18.88"N | 73°30'22.01"E |
| **9** | STO Staff quarters | STO | 248.08 | **25** | Transformer Feeder | NA | 4°10'18.64"N | 73°30'16.14"E |
| **10** | Block 8 (STO Staple Foods Office) | STO | 2644.4 | **265** | Transformer Feeder | 630 | 4°10'13.93"N | 73°30'36.80"E |
| **11** | STO Home Improvement (Medical) | STO | 436.3 | **45** | Transformer Feeder | 630 | 4°10'17.16"N | 73°30'14.61"E |
| **12** | Dhangandu (STO Peoples Choice Construction Material) | STO | 405 | **40** | Transformer Feeder | 630 | 4°10'45.32"N | 73°30'28.00"E |
| **13** | STO Wholesale centre | STO | 315 | **30** | Transformer Feeder | 630 | 4°10‘44.69"N | 73°30'26.09"E |
| **14** | STO People's choice | STO | 1200 | **120** | Panels main cable | 1000 | 4°10'43.99"N | 73°30'34.37"E |
| **15** | Electrical and Mechanical Engineering Department (or can say Police Vehicle Garage) | Maldives Police Services | 495 | **50** | Transformer Feeder | 1000 | 4°10'12.34"N | 73°30'39.07"E |
| **16** | Jamaludheen School | MoE | 894 | **90** | Transformer Feeder | 630 | 4°10'22.46"N | 73°30'38.36"E |
| **17** | STELCO new PH | STELCO | 480 | **50** | Transformer feeder | 1500 |  |  |
| **18** | Islamic Centre | Ministry of Islamic Affairs | 1500 | **90** | Transformer feeder | 630 |  |  |
| **19** | Police Family Block (IK- Iskhandar Koshi 2 | MPS | 750.75 | **75** | Panels main cable | 630 | 4°10'19.06"N | 73°30'18.31"E |
| **20** | Smoked fish Markets | Ministry of Housing | 528 | **55** | Transformer | 630 | 4.179939 | 73.510156 |
| **21** | Maldives Monetary  Authority | MMA | 500 | **50** | Panels main cable. Needs permits.  Requires raised structures, so that terrace can be used. | 1000 | 4.181639 | 73.511934 |
| **22** | Social Centre | Ministry of Youth & Sports |  | **75** |  |  |  |  |
| **Total** | | | | **2500** |  |  |  |  |

**Table 2: Indicative list of Sites Identified in Hulhumale Island**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S. No** | **Name of Building** | **Owner** | **Available Area (m2)** | **PV capacity (kW)** | **Nearest Interconnection Feeder** | **Capacity of Transformer (kVA)** | **Latitude of the Place** | **Longitude of the Place** |
| **1** | Lale School | MoE | 1084.32 | **108** | Transformer LV side. Existing loading is around 80% at current capacity of 315 kVA. Plan for upgraded to 1000 kVA | 315 | 4°13'6.64"N | 73°32'38.23"E |
| **2** | N1 Commercial block | Housing Development Corporation (HDC) | 2016.76 | **202** | Transformer MV side. Planned for transformer upgradation. Existing loading at 75%. Foundation work already started. | 530 | 4°12'58.82"N | 73°32'34.77"E |
| **3** | HDC building | HDC | 555.52 | **56** | Transformer LV side | 1000 | 4°12'59.59"N | 73°32'35.93"E |
| **4** | Ghazee School | MoE | 2712.82 | **271** | Transformer MV side. Planned for transformer upgradation. Existing loading at 100%. Foundation work already started. | 315 | 4°12'47.52"N | 73°32'29.81"E |
| **5** | 1000 housing (3 unit type) | HDC | 6175.84 | **618** | May be connected to MV side at 11 kV. Installing new transformers. Transformer no. 28, 1000kVA. Part of this will serve the load of school and part will be served to Housing complex. | 630 | 4°12'40.98"N | 73°32'32.65"E |
| **6** | 1000 housing (2 Unit type) | HDC | 2450 | **245** | Feeder NO: 19,01,04 | 630 | 4°12'40.98"N | 73°32'32.65"E |
| **Total** | | | | **1500** |  |  |  |  |

**Disclaimer:** Although care has been taken to ensure the accuracy, completeness and reliability of the information provided above, MEE assumes no responsibility thereof. The user of the information agrees that the information is subject to change without notice. MEE assumes no responsibility for the consequences of use of such information, nor for any infringement of third party intellectual property rights which may result from its use. In no event shall MEE be liable for any direct, indirect, special or incidental damage resulting from, arising out of or in connection with the use of the information. Therefore, each bidder is requested to conduct individual assessment of sites separately.

III

# Annexure 4

# MEA Installation Standards Regulations

# Annexure 5

# World Bank letter of support and guarantee summary term sheet

|  |  |  |
| --- | --- | --- |
| C:\Users\wb280036\WinRAR-HOLD\Rar$DI28.984\WB-horizontal-RGB-high.jpg | 1818 H Street N.W.  Washington, D.C. 20433  U.S.A. | (202) 473-1000  Cable Address: INTBAFRAD  Cable Address: INDEVAS |

March 24, 2015

To whomever it may concern,

**World Bank Support to the ASPIRE Program in Maldives**

The Board of Directors of the World Bank’s International Development Association (IDA) approved in June 2014 support for the Accelerating Sustainable Private Investments in Renewable Energy (ASPIRE) program in Maldives. This support includes (i) a series of IDA guarantees, and (ii) a grant from the Scaling-up Renewable Energy Program (SREP) of the Strategic Climate Fund.

The World Bank is committed to the success of the ASPIRE program. We are working with the Government of Maldives and expect to support the selected bidder(s) under the proposed ASPIRE Program to achieve fast and satisfactory delivery of solar energy to Maldivian people.

For the subprojects covered under this specific RfP, the Government of Maldives will use a portion of the SREP grant for the initial funding of the escrow account. In addition, World Bank guarantees are available to the selected bidder(s).

Key features of the World Bank guarantee support package and SREP grant are as follows:

* The Government has secured SREP funding and the developer would sign a Guarantee Agreement with the World Bank.
* In addition, the Republic of Maldives would enter into an Indemnity Agreement with IDA. Under the Agreement, the Republic of Maldives would undertake to indemnify IDA on demand, or as IDA may otherwise determine, for any payment made by IDA under an IDA Guarantee.
* If STELCO fails its ongoing payments under the PPA, the SREP resources would be made available as the first layer of security for the benefit of the developer to cure any payment shortfalls under the Power Purchase Agreement.
* Under the IDA Guarantee Agreement and if the Government of Maldives fails to pay a termination amount due to the developer, the World Bank would pay up to US$8 million of the termination amount[[8]](#footnote-8) (for 4MW of installed capcity) directly to the developer and as defined under the Implementation Agreement.

The summary sheet hereto provides more detailed and specific terms for the World Bank guarantee. Bidders are encouraged to submit questions for clarifications as needed.

For further enquiries about the World Bank guarantees, bidders may contact Robert Schlotterer (Senior Infrastructure Finance Specialist, rschlotterer@worldbank.org, +1 202 473 6864) and Arnaud Braud (Infrastructure Finance Specialist, abraud@worldbank.org, +1 202 473 1028).

Sincerely,

Pankaj Gupta

Practice Manager, Guarantees, Energy and Extractives Global Practice

**Summary of Terms and Conditions of IDA Payment Guarantees**

**In Support of PPAs to be signed with STELCO and Implementation Agreements to be signed with Government of Maldives (GoM)[[9]](#footnote-9)***.*

*This term sheet contains a summary of indicative terms and conditions of the proposed IDA Guarantee for discussion purposes only and does not constitute an offer to provide an IDA Guarantee. The provision of the IDA Guarantee is subject, inter alia, to satisfactory appraisal of each subproject by the World Bank, compliance with all applicable policies of the World Bank, review and acceptance of the ownership management, financing structure, and transaction documentation by the World Bank, and the approval of the management of IDA in their sole discretion.*

|  |  |
| --- | --- |
| **Guarantor:** | International Development Association (IDA) |
| **Obligor:** | STELCO (the Buyer) as buyer under a Power Purchase Agreement (PPA) and GoM under an Implementation Agreement |
| **Beneficiary:** | Each Project Company |
| **Purpose:** | The Payment Guarantee would backstop the failure by GoM to pay the amounts due to the Beneficiary from Buyer under the relevant Power Purchase Agreement (PPA)[[10]](#footnote-10) and GoM under the relevant Implementation Agreement, following the occurrence of a Guaranteed Event (as defined below). |
| **Guaranteed Event:** | GoM’s failure to comply with undisputed/final termination payment obligations under the respective PPA and Implementation Agreement throughout the IDA Guarantee Period |
| **IDA Guaranteed Amount:** | The IDA Guaranteed Amount will be capped at a predetermined amount expected to be [US$ 8 million for the total 4MW] of the maximum termination amount payable by Buyer and GoM as per the provisions of the Implementation Agreement and the PPA. |
| **IDA Guarantee Period:** | 20 years |
| **IDA Guarantee Fees:** | 0.75% per annum on IDA Guaranteed amounts outstanding, payable six monthly in advance by each Beneficiary. |
| **Front-end Fees:** | 1. AnInitiation Fee of US$ [TBD][[11]](#footnote-11) for internal Project preparation payable by each Beneficiary. 2. Processing Fee of up to a maximum cap of 0.50% of the guaranteed amount to cover IDA designated reimbursable expenses payable by each Beneficiary. |
| **Guarantee Agreement:** | The terms and conditions of each IDA Guarantee would be embodied in a Guarantee Agreement between each Beneficiary and IDA. |
| **Project Agreement:** | Each Beneficiary would enter into a Project Agreement with IDA in respect of its Guarantee. Under such Agreement, the Beneficiary will provide relevant subproject information, and make warranties, representations and covenanted undertakings, including in respect of compliance with applicable environmental and social laws and World Bank environmental and social requirements, and relevant World Bank requirements relating to sanctionable practices.  IDA may suspend or terminate the IDA Guarantee if the Beneficiary breaches the warranties, representations or undertakings under the Project Agreement. |
| **Buyer Cooperation Agreement** | STELCO would enter into a Buyer Cooperation Agreement with IDA governing its responsibilities related to provision of relevant subproject information, make warranties, representations and covenanted undertakings, including regarding corporate governance, financial sustainability and World Bank requirements relating to sanctionable practices. |
| **Conditions Precedent to the Effectiveness of each IDA Guarantee for each subproject:** | Specific conditions will include the following:   1. Firm commitment for proposed equity and debt financing for the subproject. 2. Execution, delivery and effectiveness of the relevant PPA, in a form and substance satisfactory to IDA. 3. Execution, delivery and effectiveness of the relevant Implementation Agreement, Indemnity Agreement, Project Agreement and [other key agreements to be identified] in a form and substance satisfactory to IDA. 4. Payment in full of the first installment of the Guarantee Fee and payment of the Initiation and Processing Fees, if such amounts are in invoiced by IDA as due on or prior to the effectiveness. 5. Conclusion of a Guarantee Agreement between the Beneficiary and IDA, Project Agreement between the Beneficiary and IDA, Buyer Project Agreement between Buyer and IDA and an Indemnity Agreement between IDA and the Republic of Maldives |
| **Exclusions:** | Coverage under the IDA Guarantee shall not extend to any losses resulting from the following types of events, including: (a) acts or omissions of the Beneficiary and the direct or indirect shareholders of the Beneficiary, (b) Maldivian laws in effect on, or events occurring before, the date of effectiveness of the Guarantee Agreement, or (c) sanctionable practices in connection with the subproject attributable to relevant parties, as determined by IDA. |
| **Termination by IDA:** | Except in respect of demand notices already received by IDA, IDA will automatically terminate the IDA Guarantee if the Beneficiary defaults in payment of the Guarantee Fees. IDA may also terminate the IDA Guarantee if any of the following types of events occurs, including:   1. Any changes are made without IDA’s prior written consent in those provisions of the project and financing agreements in respect of which IDA’s consent is required; 2. It is determined that any of the project agreements is invalid, illegal, or unenforceable (other than same resulting from a Guaranteed Event); 3. IDA has determined that the Beneficiary has engaged in sanctionable practices in connection with the subproject; an untrue statement is made by the Beneficiary in connection with a demand made under the IDA Guarantee; or 4. If the Beneficiary is in violation of the World Bank guidelines, and environmental and social safeguard policies under the World Bank performance standards applicable to it. |

1. “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-1)
2. A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-2)
3. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels. [↑](#footnote-ref-3)
4. A “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-4)
5. Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance 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. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance 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-5)
6. The Bidder shall provide accurate information on the related Application 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 lead member of a JVA may result in failure of the application. [↑](#footnote-ref-6)
7. If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified. [↑](#footnote-ref-7)
8. Final amount to be determined during contract negotiations. [↑](#footnote-ref-8)
9. This term sheet will be applicable to each subproject. [↑](#footnote-ref-9)
10. Based on proposed template of PPA and Implementation Agreement. The World Bank reserves the right to modify or withdraw its proposal, including for reasons relating to changes in the current terms of the PPA and Implementation Agreement. [↑](#footnote-ref-10)
11. The Initiation Fee amount would be calculated as follows: (IDA Guaranteed Amount /US$16 million) x US$100,000 [↑](#footnote-ref-11)