

Republic of Maldives

**NATIONAL COMPETITIVE BIDDING DOCUMENT**

**for**

**Supply of Solar PV systems for 155 Mosques**

**TES/2023/G-009**

**Issued on: July 2023**

Issued by:

National Tender

Ministry of Finance

Male, Republic of Maldives

Table of Content

[PART 1 3](#_Toc139324466)

[Bidder Information Form 38](#_Toc139324478)

[Joint Venture Partner Information Form 40](#_Toc139324479)

[Bid Submission Form 41](#_Toc139324480)

[The Financial Bid Submission Form 43](#_Toc139324481)

[Schedule of Rates and Prices 44](#_Toc139324483)

[Bid -Securing Declaration 47](#_Toc139324487)

[Manufacturer’s Authorization 48](#_Toc139324488)

[Post Qualification Form IV – Experience of contracts of similar nature 53](#_Toc139324492)

[Section V. Eligible Countries 0](#_Toc139324493)

[PART 2 1](#_Toc139324495)

[1. PV Modules 2](#_Toc139324497)

[2. PV Cable 7](#_Toc139324503)

[3. AC Cables 9](#_Toc139324507)

[4. Mounting Structure 10](#_Toc139324513)

[5. PV Inverters 12](#_Toc139324517)

[6. Single Phase Energy Meter 19](#_Toc139324524)

[7. Three Phase Energy Meter 23](#_Toc139324525)

[PART 3 27](#_Toc139324526)

[Section VII. General Conditions of Contract 28](#_Toc139324528)

[Section VIII. Contract Forms 42](#_Toc139324565)

[Section IX. Special Conditions of Contract 48](#_Toc139324573)

# PART 1

# Bidding Procedures

Section I. Instructions to Bidders

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| --- |
| 1. General
 |
| 1. Scope of Bid
 | * 1. In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the Supply of Plant as specified in Section VII, Employer’s Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS.**
1. Throughout this bidding document: the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, “singular” means “plural” and vice versa; 1. “Day” means calendar day, unless otherwise specified as “Business Day.” A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
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|  |
| 1. Source of Funds
 | * 1. Government of Maldives.
 |
| 1. Fraud and Corruption
 | * 1. As per the Laws and Regulations of the Republic of Maldives.
 |
| 1. Eligible Bidders
 | * 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
	2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
	3. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
	4. receives or has received any direct or indirect subsidy from another Bidder; or
	5. has the same legal representative as another Bidder; or
	6. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
	7. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the Bid; or
	8. or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract implementation; or
	9. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
	10. has a close business or family relationship with a professional staff of the client.
	11. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
	12. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 |
| 1. Eligible Plant and Installation Services
 | * 1. Not Applicable
 |
| 1. Contents of Bidding Document
 |
| 1. Sections of Bidding Document
 | * 1. The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1. Bidding Procedures*** Section I - Instructions to Bidders (ITB)
* Section II - Bid Data Sheet (BDS)
* Section III - Evaluation and Qualification Criteria
* Section IV - Bidding Forms
* Section V - Eligible Countries
* Section VI - Fraud and Corruption

**PART 2. Employer’s Requirements*** Section VII -Employer’s Requirements-Technical Specification

**PART 3. Conditions of Contract and Contract Forms*** Section VIII - General Conditions of Contract (GCC)
* Section IX -Particular Conditions of Contract (PCC)
* Section X -Contract Forms
	1. The Specific Procurement Notice-Request for Bids (RFB) issued by the Employer is not part of the bidding document.
	2. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
	3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
 |
| 1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
 | * 1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address indicated **in the BDS** or raise his enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 23.2.
	2. The Bidder is advised to visit and examine the site where the Plant 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 a Contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder’s own expense.
	3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	4. If so specified **in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a site visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	5. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
	6. Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. If so specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
 |
| 1. Amendment of Bidding Document
 | * 1. At any time prior to 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 to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.
	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 23.2.
 |
| 1. Preparation of Bids
 |
| 1. Cost of Bidding
 | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
 |
| 1. Language of Bid
 | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
 |
| 1. Documents Comprising the Bid
 | * 1. The Bid shall comprise the following:
1. Letter of Bid prepared in accordance with ITB12.1;
2. Price Schedules completed in accordance with ITB 12 and ITB 17;
3. Bid Security or Bid Securing Declaration, in accordance with ITB 20;
4. Alternative Bid, if permissible, in accordance with ITB 13;
5. Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
6. Eligibility of Plant and Installation Services: documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
7. Bidder’s Eligibility and Qualifications: documentary evidence in accordance with ITB 15.1 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted;
8. Conformity: documentary evidence in accordance to ITB 16that the Plant and Installation Services offered by the Bidder conform to the bidding document;
9. Subcontractors: list of subcontractors in accordance with ITB 16.2; and
10. any other document required in the BDS.
	1. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
	2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid
 |
| 1. Letter of Bid and Price Schedules
 | * 1. The Letter of Bid and Price Schedules shall be prepared, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.
 |
| 1. Alternative Bids
 | * 1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
	2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
	3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer’s requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a Plant meeting the Employer’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
	4. When Bidders are invited **in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts will be identified in the BDS, as will the method for their evaluation, and described in Section VII, Employer’s Requirements.
 |
| 1. Documents Establishing the Eligibility of the Plant and Installation Services
 | * 1. To establish the eligibility of the Plant and Installation Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
 |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder
 | * 1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
 |
| 1. Documents Establishing the Conformity of the Goods
 | * 1. The Bidder shall furnish the information stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders’ proposal to the work requirements and the completion time.
	2. The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.
 |
| 1. Bid Prices and Discounts
 | * 1. Unless otherwise specified **in the BDS**, Bidders shall quote for the Goods on a “single responsibility” basis. The total Bid price shall include all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the Plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the bidding document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
	2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
	3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1 to 4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total Bid price(s) to be entered in the Letter of Bid. Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 below exclude materials used for civil, building and other construction works. The Schedules comprise:**Schedule No. 1**: Components Supplied from Abroad**Schedule No. 2**: Components Supplied from within the Employer’s Country**Schedule No. 3**: Grand Summary (Schedule Nos.1 to 2)* 1. In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:
		1. Plant to be supplied from abroad (Schedule No. 1):

 The price of the Plant shall be quoted on CIP-named place of destination basis as specified in the BDS.* + 1. Plant manufactured within the Employer’s Country (Schedule No. 2):

(i) The price of the Plant shall be quoted on an EXW Incoterm basis (such as “ex-works,” “ex-factory,” “ex-warehouse” or “off-the-shelf,” as applicable), including all customs duties, sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the Plant;(ii) Sales tax and all other taxes payable in the Employer’s Country on the Plant if the contract is awarded to the Bidder; * 1. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS.**
	2. The prices shall be either fixed or adjustable as specified **in the BDS.**
	3. In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
	4. In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor’s equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.
	5. If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
	6. Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
 |
| 1. Currencies of Bid and Payment
 | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer’s country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer’s Country, unless otherwise specified **in the BDS**.
	2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer’s Country.
 |
| 1. Period of Validity of Bids
 | * 1. Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
	2. In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, 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, except as provided in ITB 19.3.
	3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:
1. in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor or factors specified **in the BDS**;
2. in the case of **adjustable price** contracts, no adjustment shall be made; or
3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
 |
| 1. Bid Security
 | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS,** in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
	2. A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.
	3. If a Bid Security is specified pursuant to ITB 20.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder’s option:
1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
2. an irrevocable letter of credit;
3. a cashier’s or certified check; or
4. another security indicated **in the BDS**,

 from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.* 1. If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as nonresponsive.
	2. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 47.
	3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
	4. The Bid Security may be forfeited:
1. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
2. if the successful Bidder fails to:
3. sign the Contract in accordance with ITB 46; or
4. furnish a Performance Security in accordance with ITB 47.
	1. The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
	2. If a Bid Security is not required **in the BDS**: and
5. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
6. if the successful Bidder fails to:
7. sign the Contract in accordance with ITB 46; or
8. furnish a Performance Security in accordance with ITB 47;

the Borrower may**,** if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated **in the BDS**. |
| 1. Format and Signing of Bid
 | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
	2. Bidders shall mark as “Confidential” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
	3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
	4. In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
 |
| 1. Submission and Opening of Bids
 |
| 1. Submission, Sealing and Marking of Bids
 | * 1. The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
		1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and
		2. in an envelope marked “Copies”, all required copies of the Bid; and
		3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:
1. in an envelope marked “Original–Alternative Bid” the alternative Bid; and
2. in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.
	1. The inner and outer envelopes shall:
3. bear the name and address of the Bidder;
4. be addressed to the Employer in accordance with ITB 23.1;
5. bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and
6. bear a warning not to open before the time and date for Bid opening.
	1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
 |
| 1. 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 the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
	2. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| 1. Late Bids
 | * 1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
 |
| 1. 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 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
1. prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
	1. Bids requested to be withdrawn in accordance with ITB 25.1 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 date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.
 |
| 1. Bid Opening
 | * 1. Except as in the cases specified in ITB 24 and ITB 25.2, the Employer shall publicly open and read out in accordance with ITB 26.5 all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
	2. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
	3. 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.
	4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
	5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is a modification; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
	6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
	7. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
	8. The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
		1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
		2. the Bid Price, per lot if applicable, including any discounts;
		3. any alternative Bids; and
		4. the presence or absence of a Bid Security or a Bid-Securing Declaration.
	9. 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.
 |
| 1. Evaluation and Comparison of Bids
 |
| 1. Confidentiality
 | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.
	2. Any effort by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
	3. Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
 |
| 1. Clarification of Bids
 | * 1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.
	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.
 |
| 1. Deviations, Reservations, and Omissions
 | * 1. During the evaluation of Bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the bidding document;(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and1. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
 |
| 1. 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 ITB11.
	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:
1. if accepted, would:

affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; orlimit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
	1. The Employer shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Employer’s Requirements have been met without any material deviation, reservation, or omission.
	2. 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.
 |
| 1. 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 price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	3. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
 |
| 1. Correction of Arithmetical Errors
 | * 1. Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
1. where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
2. where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.
 |
| 1. Conversion to Single Currency
 | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS.**
 |
| 1. Margin of Preference
 | * 1. No margin of domestic preference shall apply.
 |
| 1. Evaluation of Bids
 | * 1. The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and that has been determined to be:

(a) substantially responsive to the bidding document; and(b) the lowest evaluated cost.* 1. **Technical Evaluation**. The Employer will carry out a detailed technical evaluation of the Bids not previously rejected to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, 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:

(a) overall completeness and compliance with the Employer’s Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;(b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and(c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.* 1. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
	2. **Economic Evaluation**. To evaluate a Bid, the Employer shall consider the following:
1. the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
2. price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
3. price adjustment due to discounts offered in accordance with ITB 17.11;
4. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
5. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
6. the evaluation factors specified in the BDS and in Section III, Evaluation and Qualification Criteria.
	1. If price adjustment is allowed in accordance with ITB 17.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
 |
| 1. Comparison of Bids
 | * 1. The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.4 to determine the Bid that has the lowest evaluated cost.
 |
| 1. Abnormally Low Bids
 | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.
	2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
	3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.
 |
| 1. Unbalanced or Front Loaded Bids
 | * 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
	2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may:
		1. accept the Bid; or
		2. if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or
		3. reject the Bid.
 |
| 1. Eligibility and Qualification of the Bidder
 | * 1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15.1.The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document) or any other firm(s) different from the Bidder.
	3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
	4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder with the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
 |
| 1. 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 Contract 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.
 |
| 1. Standstill Period
 | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 45. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Client, the Standstill Period shall not apply.
 |
| 1. Notification of Intention to Award
 | 1. The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
2. the name and address of the Bidder submitting the successful Bid;
3. the Contract price of the successful Bid;
4. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
5. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
6. the expiry date of the Standstill Period; and
7. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
 |
| 1. Award of Contract
 |
| 1. Award Criteria
 | 43.1 Subject to ITB 40, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:* + 1. substantially responsive to the bidding document; and
		2. the lowest evaluated cost.
 |
| 1. Notification of Award
 | * 1. Prior to the date of expiry of the Bid Validity, and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
	2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
1. name and address of the Employer;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 46.1.
	1. The Contract Award Notice shall be shared with the winning bidder.
	2. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
 |
| 1. Debriefing by the Employer
 | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
	2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
	3. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
	4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
 |
| 1. Signing of Contract
 | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS.
	2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within Seven (07) days of its receipt.
 |
| 1. Procurement Related Complaint
 | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS.
 |

**Section II. Bidding Data Sheet (ITB)**

The following data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) in Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

|  |  |
| --- | --- |
| **ITB Clause Reference**  | **Bid data that supplements the ITB** |
|  | **A. General** |
| **ITB 1.1**  | The Purchaser is: Energy Department Ministry of Environment, Climate Change and TechnologyAmeenee Magu, Maafannu, Male’, 20392, Republic of Maldives  |
| **ITB 1.1**  | **The name and identification number of the Bidding Invitation are:** **Name of Bidding Invitation:** Supply of Solar PV systems for 155 Mosques**The Procurement Reference Number is:** *(IUL) 13-K/13/2023/232* |
| **ITB 4.4**  | A list of firms suspended from participating in Government funded projects is available at <http://www.finance.gov.mv> |
|  | **B. Contents of Biding Documents**  |
| **ITB 7.1**  | For **clarification of Bid purposes** only, the Purchaser’s address is:National TenderMinistry of Finance Ameenee Magu, Male’, 20379Republic of Maldives Tel: (960) 334 9191, 334 9106 E-mail: ibrahim.aflah@finance.gov  CC:tender@finance.gov.mvRequests for clarification should be received by the Employer no later than: 3rd August 2023: 1400hrs,  |
|  | **C. Preparation of Bids**  |
| **ITB 10.1**  | **The language of the Bid is:** English |
| **ITB 11.1 (h)**  | **The Bidder shall submit the following additional documents in its Bid.** 1. Registration details of Local Bidders including Certificates and major shareholder’s information of non public companies and business establishments; Power Attorney; and
2. Confirmation of origin of goods specified in the Price Schedule, confirmed by Certificate of Origin at the time of shipment. The Bidder is required to fulfil the following requirements in order to verify that the Goods confirm to the technical specifications and standards specified, Schedule of Requirements.
3. The equipment to be supplied meets the specified technical standards and specifications, systems are complete, and components meet the required minimum sizing:
	1. each major component and system meets the technical standards and specifications
	2. each major component has a *Product Brochure*;
	3. each component shall be provided a *Declaration of Compliance* or a

General Declaration of Compliance by the Supplier declaring that all components do comply and that any components found non-compliant will be replaced at no-cost to project*; [Technical Form 1. Form 1.1 Compliance with standards]* * 1. the proposed systems include all components; and [Technical Form] (e) the proposed systems and components meet the minimum sizes.
1. Plans and arrangements for supply and installation and other related services, including the inception report and pilot installations are complete and adequate to meet the technical requirements and delivery schedule**.**

Plans and arrangements are (i) in compliance with the requirements and (ii) realistic for the context and of acceptable quality in terms of staffing, logistics and schedule.  |
| **ITB 13.1**  | Alternative Bids shall NOT be considered |
| **ITB 14.5**  | **Not Applicable** |
| **ITB 14.6**  | **The Named Place of Destination:** Port of Male', Republic of Maldives For Goods manufactured outside the Purchaser’s Country, to be imported, Price shall be quoted CIF, Port of Male’, Republic of Maldives**The Final destination:**Green Building Ministry of Environment, Climate Change and Technology,Ameenee Magu, Maafannu, Male’, 20392, Republic of Maldives  |
| **ITB 14.7**  | The prices quoted by the Bidder shall NOT be adjustable. |
| **ITB 15.1**  | The Bidder is required to quote entirely in Maldivian Rufiyaa. |
| **ITB 18.3** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): 15 Years.  |
| **ITB 19.1 (a)** | **Manufacturer’s authorization is:** Required  |
| **ITB 19.1 (b)** | **After sales service is:** Required |
| **ITB 20.1** | **The Bid validity period shall be:** 91 Days. |
| **ITB 21.1** | The Bidder shall furnish a bid security in the amount of: MVR 50,000.00 or the equivalent in a freely convertible currency calculated based on the rate mentioned in ITB37.1. |
| **ITB 22.1** | In addition to the **Original** of the Tender, the number of copies required is: 1 authentic hard copy (stamped) , 1 authentic soft copy (stamped & scanned) |
| **ITB 22.2** | Power of Attorney signed by the board of directors shall be submitted. |
|  | **D. Submission and Opening of Bids** |
| **ITB 23.1** | Bidders shall not have the option of submitting their Bids electronically. |
| **ITB 23.2 (c)** | **The inner and outer envelopes shall bear the following additional identification marks:****Supply of Solar PV systems for 155 Mosques****TES/2023/G-009**And the statement**“DO NOT OPEN BEFORE AUGUST 17, 2023 at 1100 hours’’** |
| **ITB 24.1**  | **For bid submission purposes, the Purchaser’s address is:** Ms. Fathimath Rishfa Ahmed,Chief Procurement Executive, National Tender Ministry of Finance Ameenee Magu, Male’, 20379Republic of Maldives **The deadline for the submission of bids is:**Date: **August 17, 2023** Time: 1100 hours local (Male’) time |
| **ITB 27.1** | The tender opening shall take place at:National TenderMinistry of Finance Ameenee Magu, Male’, 20379Republic of Maldives **The deadline for the submission of bids is:****Immediately after the deadline for bid submission**.  |
|  | **E. Evaluation and Comparison of Bids**  |
| **ITB 34.1** | Bid prices expressed in different currencies shall be converted toMaldivian Rufiyaa **The source of exchange rate shall be:** Bank of Maldives PLC **The date for the exchange rate shall be:** Date of Submission |
| **ITB 36.3(a)** | Evaluation will be done for all the items as a whole. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison. |
| **ITB 36.3(d)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: 1. Deviation in payment schedule: No
2. the cost of major replacement components, mandatory spare parts, and service: No
3. the availability in the Republic of Maldives of spare parts and after-sales services for the equipment offered in the Bid YES
4. the projected operating and maintenance costs during the life of the equipment: No
5. the performance and productivity of the equipment offered: No
 |
| **ITB 36.6** |  Not Applicable  |
| **ITB 37.1** | 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: United States Dollars (USD).The source of the selling exchange rate shall be: The United Nations Operational Rates of Exchanges.The date for the selling exchange rate shall be: fourteen (14) days prior to the date of the bid submission. |
|  | F. Award of Contract |
| **ITB 41.1** | **ITB 41.1** The maximum percentage by which quantities may be increased is: 10%. The maximum percentage by which quantities may be decreased is: 10%.  |

**Section III. Qualification and Evaluation Criteria**

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a Bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

**Those bidders who fail to meet the qualification criteria shall be disqualified.**

* + - 1. **Qualification Criteria**
1. **Financial Capability**
* Submission of audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Bidder’s financial position. As a minimum, the Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities should be positive.
* Minimum average annual turnover of USD 1,000,000.00 calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.
* The financial Resources requirements for the Subject Contract is USD 500,000.00
1. **Experience and Technical Capacity**
* Participation in at least two contracts that have been successfully or substantially completed within the last 5 years and that are similar to the proposed contract, where the value of the Bidder’s participation exceeds USD 500,000.00 per contract;
* For the above or other contracts executed during the period stipulated in above, a minimum supplied quantity in the following key activities in a single contract shall be: Minimum size of PV: 500kWp Minimum size of Inverter: 500kW – at least 1 completed project in Maldives
1. **The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:**
* as per the applicable standards of PV systems and components; and
* as specified in Section VI Schedule of Requirements, 3. Scope of Work and Technical Specifications.
1. **Manufacture’s** **experience**
* PV module manufacturer -Tier 1 manufacturer only -Must be in the relevant manufacturing business within the last five (5) years -Must have shipped at least fifty (50) MWp outside of manufacturer´s country in 2022 -Selected products for the project must have at least two (2) years of reliable operation with an aggregated capacity of at least fifty (50) MWp outside manufacturer´s country.
* PV string inverter manufacturer -Must be in the relevant manufacturing business within the last five (5) years -Selected products for the project must have been in reliable operation for at least two (2) years.

**Section IV. Bidding Form**

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]* Procurement Reference No.: *[insert reference number]*

Page \_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name  | *{insert Bidder’s legal name}*  |
| 2. In case of JV, legal name of each party:  | *{insert legal name of each party in JV}*  |
| 3. Bidder’s actual or intended Country of Registration:  | *{insert actual or intended Country of Registration}*  |
| 4. Bidder’s Year of Registration:  | *{insert Bidder’s year of registration}*  |
| 5. Bidder’s Legal Address in Country of Registration:  | *{insert Bidder’s legal address in country of registration}*  |
| 6. Bidder’s Authorized Representative Information  |
| Name:  | *{insert Authorized Representative’s name}*  |
| Address:  | *{insert Authorized Representative’s Address}*  |
| Telephone/Fax numbers:  | *{insert Authorized Representative’s telephone/fax numbers}*  |
| Email Address:  | *{[insert Authorized Representative’s email address}*  |
| 7. Attached are copies of original documents of: *{check the box(es) of the attached original documents}*  Articles of Incorporation or Registration of firm named in 1, above.  In case of JV, letter of intent to form JV or JV agreement.  In case of government owned entity from the Republic of Maldives, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.  |

## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission*] Procurement Reference No.: *[insert reference]*

Page \_\_\_ of \_\_ \_\_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name:  | *{insert Bidder’s legal name}*  |
| 2. JV’s Party legal name:  | *{insert JV’s Party legal name}*  |
| 3. JV’s Party Country of Registration:  | *{insert JV’s Party country of registration}*  |
| 4. JV’s Party Year of Registration:  | *{insert JV’s Part year of registration}*  |
| 5. JV’s Party Legal Address in Country of Registration:  | *{insert JV’s Party legal address in country of registration}*  |
| 6. JV’s Party Authorized Representative Information  |
| Name:  | *{insert name of JV’s Party authorized representative}*  |
| Address:  | *{insert address of JV’s Party authorized representative}*  |
| Telephone/Fax numbers:  | *{insert telephone/fax numbers of JV’s Party authorized representative}*  |
| Email Address:  | *{insert email address of JV’s Party authorized representative}*  |
| 7. Attached are copies of original documents of: {*check the box(es) of the attached original documents}*  Articles of Incorporation or Registration of firm named in 2, above.  In case of government owned entity from the Republic of Maldives, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.  |

##  Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: {*insert date (as day, month and year) of Bid Submission}*

Procurement Reference No.: *{Insert reference}*

To: Permanent Secretary,

Ministry of Environment, Climate Change and Technology

Ameenee Magu, Maafannu

Male', Republic of Maldives

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_{*insert the number and issuing date of each Addenda};*
2. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {*insert a brief description of the Goods and Related Services};* (c) The total price of our Bid , excluding any discounts offered in item (d) below, is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*{Insert the total Bid price in words and figures, indicating the various amounts and the respective currencies};*
3. The discounts offered and the methodology for their application are:

 **Discounts.** If our Bid is accepted, the following discounts shall apply. \_\_\_\_\_\_\_*{Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.}*

 **Methodology of Application of the Discounts.** The discounts shall be applied using the following method:\_\_\_\_\_\_\_\_\_\_ {*Specify in detail the method that shall be used to apply the discounts};*

1. Our Bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our Bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
3. We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_\_\_\_ [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]
4. We are eligible in accordance with ITB Sub-Clause 4.2 and have no conflict of interest in accordance with ITB Sub-Clause 4.3;
5. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives, in accordance with ITB Sub-Clause 4.4;
6. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

 Name of Recipient Address Reason Amount

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*{If none has been paid or is to be paid, indicate “none.”}*

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.
2. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

|  |  |
| --- | --- |
| Signed:  | ……………………...…{*insert signature of authorised person}*  |
| Name:  | ………………………{*insert complete name of person signing}* |
| In the capacity of:  | …………….………....{*insert legal capacity of person signing}*  |
| Duly authorized to sign the Bid for and on behalf of  |  ……………..…………….{*insert complete name of Bidder}*  |
| Date:  | ……... day of ……….…………….. ………….*{DD/MM/YY}*  |

**Price Schedule Forms**

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## The Financial Bid Submission Form

### PREAMBLE

**General**

1. The Price Schedules are divided into separate Schedules as follows:
* Price Schedule: Goods Manufactured outside the Purchaser’s Country, to be imported
* Price Schedule: Goods Manufactured outside the Purchaser’s Country, already imported
* Price and Completion Schedule - Related Services
* List of Recommended Spares
1. The Schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid. **Pricing**
3. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialled by the Bidder.

As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.

1. Bid prices shall be quoted in the manner indicated in the Instructions to Bidders in the bidding documents.

For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

*[Bidders shall fill the following forms]*

## Schedule of Rates and Prices

## Schedule No. 1: Goods Supplied from Abroad

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of Origin** | **Quantity** | **Unit Price*a*** | **Total Price*a*** | **Taxes and Duties** |
| **Foreign Currency** | **CIP** | **Foreign Currency** | **Local Currency** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 4 x 6** | **8** |
| **A** | **Solar PV on grid System** | 　 | 　 | 　 | 　 | 　 | 　 |
| 1 | PV Modules | 　 | 911 kWp | 　 | 　 | 　 | 　 |
| 2 | PV roof mounting systems including fastening equipment | 　 | 911kWp | 　 | 　 | 　 | 　 |
| 3 | PV inverters3kW(1-phase) | 　 | 40 nos  | 　 | 　 | 　 | 　 |
| 4 | PV inverters3 kW (3-phase) |  | 40 nos  |  |  |  |  |
| 5 | PV inverters5 kW (3-phase) |  | 135 nos  |  |  |  |  |
| 6 | PV Cable1C x 4 sqmm |   | 10000 m | 　 | 　 | 　 | 　 |
| 7 | AC Cable4C x 10 sqmm |   | 2000 m | 　 | 　 | 　 | 　 |
| 8 | AC Cable4C x 16 sqmm | 　 | 20 m | 　 | 　 | 　 | 　 |
| 9 | AC Cable2C x 6 sqmm | 　 | 1000 m | 　 | 　 | 　 | 　 |
| 10 | Energy Meters-Single Phase | 　 | 46 pcs | 　 | 　 | 　 | 　 |
| 11 | Energy Meters-Three Phase | 　 | 109 pcs | 　 | 　 | 　 | 　 |
| 12 | MC4 Connector (4 sqmm |  | 410 pairs |  |  |  |  |

## Schedule No. 2: Goods Supplied from Within the Employer’s Country

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Quantity** | **Unit Price*a*** | **Total EXW Price*a*** | **Sales and other taxes**  |
| **Local Currency** | **EXW Price** |
| **1** | **2** | **3** | **4** | **5** | **6 = 3 x 5** | **7** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  **TOTAL Column 5 to be carried forward to Schedule No. 5: Grand Summary** |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Name of Bidder |  |  |  |
|  |  |  |  |
| Signature of Bidder |  |  |  |
|  |  |  |  |

*a Specify currency in accordance with ITB 19.1 of the BDS.*

*b* *Column 5 EXW Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.*

## Schedule No. 3: Grand Summary

|  |  |  |
| --- | --- | --- |
| **Schedule No.** | **Title** | **Total Price*a*** |
| **Foreign** | **Local** |
| **1** | **Goods Supplied from Abroad *b*** |  |  |
| **2** | **Goods Supplied from Within the Employer’s Country *b*** |  |  |
| **Grand Total to be carried forward to Letter of Bid** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Name of Bidder |  |  |
|  |  |  |
| Signature of Bidder |  |  |

*a Specify currency in accordance with ITB 19.1 of the BDS. Create additional columns for up to a maximum of three foreign currencies if so required.*

*b Taxes and/or duties from Schedules 1 and 2 may be added to the contract price in accordance with GCC 14 (Taxes and Duties) but excluded from bid evaluation in accordance with ITB 36.4.*

## Bid -Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

 Bid No.: *[number of Bidding process]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid -Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn our Bid during the period of Bid validity specified in the Form of Bid; or
2. having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed:…………….. *[signature of person whose name and capacity are shown]*

In the capacity of ……….. *[legal capacity of person signing the Bid Securing Declaration]* Name:…………… *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: …………..*[complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_

*[date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid.]*

## Manufacturer’s Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This* *letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid , if so indicated in the* ***BDS .****]*

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

Procurement Reference No.: *[insert number of Bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer’s factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:……….. *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

### Post Qualification Form I – Annual Turnover data

*{All Bidders and partners of a joint venture must complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of joint venture), the terms of the amounts billed to the clients for each year for work in progress or completed at the end of the period reported. Use a separate sheet for each partner of a joint venture}.*

|  |
| --- |
| **Annual turnover data for the last three years**  |
| **Year**  | **Turnover**  |
| 2020  |   |
| 2021  |   |
| 2022  |   |
|   |   |
|   |   |

### Post Qual Form II - Summary of Contract Commitments

*{All Bidders and partners of a joint venture Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.}*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and description of the contract** | **Value of outstanding work**  | **Estimated completion date**  |
| 1  |  |   |   |
| 2  |  |   |   |
| 3  |  |   |   |
| 4  |  |   |   |
| 5  |  |   |   |
| 6  |  |   |   |
| 7  |  |   |   |

### Post Qualification Form III – Financial Data

*{All Bidders and partners of a joint venture, should provide financial information to demonstrate that they meet the requirements for prequalification. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet for each of the last three years should be attached}.*

|  |
| --- |
| **Banker details:**  |
| Name of Banker: ……..…………………………………………………………………………  |
| Address of Banker: ………………………………………………………………………………  |
| Telephone: ……………………………..  | Contact name and title: …………………………..  |
| Facsimile: ……….………………………  | Email: ……………………………..………………  |

#### Summary of actual assets and liabilities for the previous three years

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  | **Previous three years**  |  |  |
|  | **2020** | **2021**  | **2022** |
| 1. Total assets  |   |   |   |
| 2. Current assets  |   |   |   |
| 3. Total liabilities  |   |   |   |
| 4. Current liabilities  |   |   |   |

**Specify proposed sources of credit line to meet the cash flow demands of the Project.**

|  |  |
| --- | --- |
| **Source of credit line**  | **Amount**  |
| 1.  |   |
| 2  |   |

*Attach audited financial statement for the last three years (for the individual applicant or each partner). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountants.*

## Post Qualification Form IV – Experience of contracts of similar nature

*List all contracts performed in the last five years, valued over the amount stated in Section III. Attach reference letters.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Description (& scope) of Goods supplied**  | **Name of Client & Contact Person**  | **Year of** **Completion**  | **Currency & Value of Contract**  |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |

## Section V. Eligible Countries

### Eligibility for the Provision of Goods in Public Procurement

1. The Government of the Maldives permits firms and individuals from all countries to offer goods for publically funded contracts.
2. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
	1. as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that Country, or
	2. 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 Republic of Maldives prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Bidders, at the present time firms, goods and services from the following countries are excluded from this Biding: **No countries excluded from Biding.**

#

# PART 2

# Supply Requirements

## Section VI. Employer’s Requirement

# PV Modules

## General Requirements

Monocrystalline or Polycrystalline Module technologies shall be used.

This Chapter describes the requirements for design, manufacturing, delivery of the PV modules to be provided for the PV solar system. The Bidder shall complete the data sheet “PV Module” with all missing information for the proper planning, delivery and warranty.

Monocrystalline or Polycrystalline Module technologies shall be used.

Monocrystalline or Polycrystalline Module technologies shall be used.

The nominal cumulative DC power (STC conditions) of the PV systems shall amount at least to 911 kWp (+2.5%/-0%).

## Codes and standards:

* EN 50262 Cable glands for electrical installations
* EN 50380 Datasheet and nameplate information for photovoltaic modules
* EN 60695-1-1 Fire hazard testing
* IEC 60216-1 Electrical insulating materials - Properties of thermal endurance - Part 1: Ageing procedures and evaluating of test results
* IEC 60529 Degrees of protection provided by enclosures (IP code)
* IEC 60891 Procedures for temperature and irradiance corrections to measured I-V characteristics of photovoltaic devices
* IEC 60904-1 Photovoltaic Device, Part 1: Measurement of Photovoltaic Current-Voltage Characteristics
* IEC 60904-3 Measurement principles for terrestrial Photovoltaic (PV) solar devices with reference spectrum irradiance data.
* IEC 60943 Guidance concerning the permissible temperature rise for parts of electrical equipment, in particular for terminals
* IEC 60990 Methods of measurement of touch current and protective conductor current
* IEC 61140 Protection against electric shock - Common aspects for installation and equipment
* IEC 61215 Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval
* IEC 61345 UV test for Photovoltaic (PV) modules
* IEC 61701 Salt mist corrosion testing of photovoltaic (PV) modules
* IEC 61730-1 Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
* Manufacturing facilities must be certified ISO9001 and ISO14001
* CE Certification

Modules shall be of silicon cristaline type (mono-cristaline or poly-crystaline).

The quality certificate to IEC 61215 shall be provided. The flash data of each PV module shall be submitted to Employer.

The Bidder shall give attention for the compliance to IEC standard 61701 Salt mist corrosion testing of photovoltaic (PV) modules.

The quality management system of PV modules manufacturer shall be certified according to ISO 9001 and ISO 14001 by an internationally recognized Certification Authority.

The Bidder shall demonstrate a track record for the selected PV module of at least 50 MWp.

The Bidder has to deliver a quality control report. This report shall include the flash data and e[lectroluminescence](http://www.dict.cc/englisch-deutsch/electroluminescence.html) test of each module.

Modules shall be PID free. A certificate form an independent third party is required.

Modules shall not require any positive or negative grounding.

## Efficiency of PV modules

The tolerance of rated output of the PV modules offered may not be larger than 2.5%, and all tolerance shall be greater than rated. No negative tolerances are permitted.

## Construction requirements

All PV modules for all installation locations shall be of the same make, type and size.

The PV modules shall be installed according to manufacturer standards and guidelines using only manufacturer approved components.

The covers shall be resistant against environmental influences like UV and salt-laden air.

Each module must be labelled indicating at a minimum:

* Manufacturer
* Type
* Serial Number
* Power rating under STC conditions
* Wp ± tolerance
* Maximum Power Point Current
* Maximum Power Point Voltage
* Open Circuit Voltage
* Short Circuit Current

The module framing (if applicable) should be such that it permits secure connection to the mounting structure, prevents edge damage and has the longevity to withstand environmental factors for the duration of the module warranty period.

The module framing and modules shall be compatible with both the roof mount structure, and compatible with the earthing requirements.

PV Modules shall be provided with 14-12 AWG (2.5mm² - 4mm²) fly leads and a cable length sufficient for interconnection of modules into strings without any additional wiring. Connectors shall full fill he requirements of IEC 62852.

Integrated bypass diodes shall be installed in the junction box of every PV module.

Each PV module shall be provided with a unique identification code by the manufacturer as per their standards.

## Data Sheet- PV Module

|  |  |  |  | **To be filled by Bidder** |
| --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Requirements** | **Data** | **Note** |
| **1** | **General data** |  |  |  |  |
| 1.1 | Manufacturer |  |  |  |  |
| 1.2 | Type |  |  |  |  |
| 1.3 | Module description/technology |  |  |  |  |
| 1.4 | Environmental conditions description |  | local conditions must be respected |  |  |
| 1.5 | Special conditions |  | Salt Air, high humidity |  |  |
| 1.6 | Min/Max operation temperature | °C | 0°C / +80°C |  |  |
| 1.7 | On which page/chapter of the bid can the manufacturer datasheet be found? |  |  |  |  |
| **2** | **Electrical data** |  |  |  |  |
| 2.1 | Maximum DC system voltage | V | 1000 |  |  |
| 2.2 | Nominal power at STC | W | >500 |  |  |
| 2.3 | Power tolerance ± | % |  |  |  |
| 2.4 | Temperature coefficient P | %/°C |  |  |  |
| 2.5 | Temperature coefficient V | %/°C |  |  |  |
| 2.6 | Temperature coefficient I | %/°C |  |  |  |
| 2.7 | Nominal Operating Cell Temperature (NOCT) | °C |  |  |  |
| 2.8 | Module efficiency at STC | % | ≥15% |  |  |
| 2.9 | Cable connectors (MC4, TYCO or equivalent) |  | From same manufacturer (and same manufacturer as DC cables connectors) |  |  |
| 2.10 | Voltage at Pmax (Ve) | V |  |  |  |
| 2.11 | Open circuit voltage (VOC) | V |  |  |  |
| 2.12 | Current at Pmax (IMPP) | A |  |  |  |
| 2.13 | Short circuit current (ISC) | A |  |  |  |
| 2.14 | Peak Inverse voltage capability for bypass diodes (if applicable) | V |  |  |  |
| 2.15 | Number of bypass diodes (if applicable) | No. |  |  |  |
| 2.16 | If crystalline Modules are used: Number of cells per module | No. |  |  |  |
| 2.17 | Total number of modules installed | No. |  |  |  |
| 2.18 | Total installed capacity STC | kW |  |  |  |
| **3** | **Mechanical Data** |  |  |  |  |
| 3.1 | Height / Width / Depth | mm |  |  |  |
| 3.2 | Weight | kg |  |  |  |
| 3.3 | Front cover material |  |  |  |  |
| 3.4 | Back cover material |  |  |  |  |
| 3.5 | Frame material (if applicable) |  |  |  |  |
| 3.6 | Maximum admissible Wind loads | Pa |  |  |  |
| **4** | **Quality Data** |  |  |  |  |
| 4.1 | Safety class |  | II |  |  |
| 4.2 | Required IEC 61730 certificate |  | yes |  |  |
| 4.3 | Required IEC 61215 certificate |  | yes |  |  |
| 4.4 | Required IEC 61701 certificate |  | yes |  |  |
| 4.5 | Required PID free certificate |  | yes |  |  |
| 4.6 | Product warranty | Years | Minimum 10 years |  |  |
| 4.7 | Power guarantee | %/Year | guaranteed linear degradation, 80% after 25 years |  |  |

# PV Cable

## General Information

All DC string cables shall be of PV1-F type.

All DC cables shall be permanently shaded from UV radiation.

The conductors of the cables shall be made of annealed copper in accordance with IEC 60228 in flexible UV resistant sheath.

## Cable Connections

DC cable connections on string level shall be realized with connectors MC4, TYCO or equivalent of the same type and same manufacturer.

Only one type of connector for the positive (+) and negative (-) side shall be used for this project.

Any additional connectors plus the necessary crimping tools shall be provided.

Connectors shall fulfil the requirements of IEC 62852.

All connectors shall be of the same brand. Connectors which are compatible but not of the same brand shall be not allowed.

## Data Sheet-DC Cable

|  |  |  |  | **To be filled by Bidder** |
| --- | --- | --- | --- | --- |
|  | **Description** | **Unit** | **Requirements** | **Data** | **Note** |
| **1** | **General** |  |  |  |  |
| 1.1 | Manufacturer |  |  |  |  |
| 1.2 | Environmental conditions |  |  |  |  |
| 1.3 | On which page/chapter of the bid can the manufacturer datasheet be found? |  |  |  |  |
| **2** | **Standards / Specification** |  |  |  |  |
| 2.1 | Specification |  |  |  |  |
| 2.2 | Standards |  |  |  |  |
| 2.3 | Voltage Grade | V | Fits the inverter requirements |  |  |
| 2.5 | Cable length | m |  |  |  |
| 2.6 | Number of cores |  |  |  |  |
| 2.7 | Conductor |  |  |  |  |
| 2.7.1 | Cross Section | mm2 | **4** |  |  |
| 2.7.2 | Material |  |  |  |  |
| 2.7.3 | Shape |  |  |  |  |
| 2.8 | Insulation Material |  |  |  |  |
| 2.9 | Armour material |  |  |  |  |
| 2.10 | Outer Sheath material |  |  |  |  |
| 2.11 | Cable gland size/dimensional details |  |  |  |  |
| 2.12 | Minimum bending radius (during laying) |  |  |  |  |
| 2.13 | Type test certificates |  |  |  |  |
| 2.14 | Routine tests |  |  |  |  |
| **3** | **Special Characteristics** |   |  |   |   |
| 3.1 | Flame retardant |  | For all above ground cables |   |   |
| 3.2 | Saline protection |  | For all buried cables |   |   |
| 3.3 | Colour coding |  |  |  |  |
| 3.4 | Derating factors  |  |  |  |  |

# AC Cables

## General

These specifications define the requirements for multi-core copper conductor, cross linked polyethylene (XLPE) insulated and PVC sheathed, 600/1000 Volts, power cables as per the latest IEC / BS standards, or other equivalent recognised reputable international standards.

De-rating factors due to temperature, grouping (or bunching), method of installation, nature of usage, prospective short-circuit etc. shall be taken into consideration. After de-rating, the current carrying capacity of the cable shall be at least 5% greater than the upstream protection of the switchgear.

Auxiliary multi-core control cables shall be PVC or XLPE insulated and PVC sheathed.

## Conductor

Conductors shall be annealed copper stranded conductors complying with IEC 228 or BS 6360, or other equivalent recognised reputable international standards. Unless otherwise specified XLPE insulated cable mains and sub-mains shall have full-sized neutral conductors.

## Insulation

The insulation shall be XLPE compound complying with the requirements of BS 7655 Type GP8 (general purpose) or other equivalent recognised reputable international standards. The maximum allowable conductor temperature at normal operation shall be 90°C.

## Identification

The cores of cables shall be identified by colour of XLPE compound. For four core cables the colours shall be red, yellow, blue and black. The portions where the insulation colour is visible should be sleeved with red, yellow, blue and black sleeves respectively during installation.

## Sheath

The outer sheath covering shall be orange or black, PVC compound complying with the requirements of BS 7655, Type 9, or other equivalent recognised reputable international standards. The thickness shall be in accordance with IEC 227, or other equivalent recognised reputable international standards.

The outer sheath of cable shall be embossed or labelled, throughout the cable length, indicating the cable size and length printed at interval not greater than one metre as shown in the example below:

* E.g. 4 x 10 mm2 0.6/1 kV Electric Cable CU/XLPE/PVC
* E.g. 25m 26m 27m ---- ----

# Mounting Structure

## General Information

This Section describes the requirements for design, manufacturing and delivery of the suitable mounting structure that shall be provided as supporting structure for the PV modules. For minimum technical requirements reference shall be made to the data sheet “Mounting Structure”. The Bidder shall complete the data sheet with all missing information for the proper planning, execution of construction work and maintenance.

The PV module mounting structure shall meet and comply with the requirements of the PV module manufacturer.

## Materials and Installation Rooftop Type for Consideration

Roof coverings are generally made out of corrugated sheets of standing-seam type or trapezoidal/box type profile. Most roofs are Lysaght Trapezoidal Steel Sheets (0.47mm thick) with the following dimensions, but the selected systems shall be selected by the Bidders to be flexible enough to adapt to roofs sheets with potentially different measures:



Figure 18: Typical Trapezoidal Roof Sheet

A clamp type system or specialised system compatible with the trapezoidal roof sheet profiles and the PV modules supplied shall be used with inbuilt waterproofing mechanisms. The array mounting superstructure shall be bolted to roof fasteners (which shall be L-feet type).

The PV module mounting system shall be standard anodised aluminium structure or profile for clamp-mounting installation of modules. All aluminium parts shall be anodised.

All nuts, bolts, screws and other fasteners shall be made out of stainless steel, suitable to withstand the environmental conditions for 25 years.

The PV module mounting structure shall be supplied to withstand all environmental loads (wind speed of 100 km/h) and specified design loads.

An adequate corrosion protection shall be applied for the mounting structure.

The PV module mounting structure shall provide at least a distance of 100 mm to the roof in order to provide a sufficient natural ventilation of the PV modules.

## Data Sheet- Mounting Structure

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  | **To be filled by Bidder** |
|  | **Description** | **Unit** | **Requirements** | **Data** | **Note** |
| **1** | **General** |  |  |  |  |
| 1.1 | Manufacturer |  |  |  |  |
| 1.2 | Type |  | L-feet roof clamp |  |  |
| 1.3 | Structure description/technology |  |  |  |  |
| 1.4 | Azimuth and Inclination |  | Fixed, parallel to roof |  |  |
| 1.5 | Material Profiles |  | Anodized Aluminium |  |  |
| 1.6 | Material Nuts, Bolts, Screws and other Fasteners |  |  |  |  |
| 1.7 | Environmental conditions description |  | local conditions must be respected |  |  |
| 1.8 | Special conditions |  | Salt Air, high humidity |  |  |
| 1.9 | On which page/chapter of the bid can the manufacturer datasheet be found ? |  |  |  |  |
| **2** | **Construction data** |  |  |  |  |
| 2.1 | Structure parallel to roof |  | yes |  |  |
| 2.2 | Minimum distance to roof  | mm | 100 |  |  |
| 2.3 | Type of Fasteners |  |  |  |  |

# PV Inverters

## General Introduction

This Section describes the requirements for design, manufacturing and delivery of the inverter to be provided for the PV solar system. For minimum technical requirements reference shall be made to the data sheet “Inverter”. The Bidder shall complete the data sheet with all missing information for the proper planning (data column), execution of construction work, delivery and warranty. The technical data of inverter shall provide detailed information for a proper planning and delivery.

The inverters shall be selected and sized by the requirement to ensure a safe and efficient functioning together with the PV solar system electrical characteristics (among others for the Maximum Power Point (MPP) range in accordance to the climatic conditions prevailing on the islands).

The Bidder shall use string inverter concepts.

## Codes and Standards

The inverter shall be designed, manufactured and tested in full compliance with the latest edition of the following, but not limited to, standards, codes, rules and regulations with required size of PV Inverters.

## 3kW Single Phase Inverter

|  |  |
| --- | --- |
| Maximum DC Input Voltage | 1000 VDC |
| Maximum DC Input Power | > 3 kWDC |
| MPPT Voltage Range | * Minimum voltage shall be 80 V or less
* Maximum voltage shall be 300 V or above
 |
| Maximum Short Circuit Current per MPPT | >13 A |
| Number of MPPT | 1 |
| Inputs per MPPT | Minimum 1 |
| Nominal AC Output | 3 kW \* |
| Grid Frequency | 50 Hz (+/- 2.5 Hz) |
| Nominal Output Voltage | 1/N/PE 230 (180 – 250 V) |
| Safety Level | Class 1 |
| DC Connection Type | MC4 |
| Efficiency | >98.2% |
| MPP adaptation Efficiency | >99% |
| Total Harmonic Distortion (i) | <3% |
| Communication | Ethernet LAN/RS485/USB |
| Operating Ambient Temperature | Up to 60oC |
| Relative Humidity | 0-100% |
| Cooling | Air cool (Natural) |
| Protection Degree | IP 65 |
| Display | LCD touch screen (or with keypad) which displays the following parameters at a minimum:* String Voltage (V)
* String Current (A)
* Output AC Active Power (kW)
* Reactive Power (kVAR)
* Grid Voltage (V)
* Frequency (Hz)
* Total Energy produced (kWh)
* Daily Energy Produced (kWh)
 |
| Mandatory Features | * Residual current monitoring
 |
|  | * DC Insulation Measurement
* Ground fault monitoring
* DC side disconnector
* Integrated string fuse/MCB holders
* AC short circuit protection
* Anti-islanding protection
* Reverse polarity protection DC and AC Surge Protection
 |
| Standard | IEC 61000-6-2:2005; IEC 61000-6-4:2006; IEC 61727, IEC 62116 |
| Acceptable Brands | Fronius/Solis/SMA/Sungrow/Huawei/ABB/GoodWe/ Enphase/SolarEdge/Delta\*\* |
| Warranty | Minimum 5 Years |

\*Inverter rated output power between 2.7- 3 kW is acceptable if other required specifications are met.

\*\*If a brand outside of the listed ones are proposed, inverters of that brand must be in use in North America and Europe for the past 5 years with > 10 MW shipped to countries in those regions in the past 2 years. Client letters/documents proving the same shall be provided. In addition, type certificates for the standards listed (or equivalent international standards) shall be provided for other inverter brands.

## 3kW Three Phase Inverter

|  |  |
| --- | --- |
| Maximum DC Input Voltage | 1000 VDC |
| Maximum DC Input Power | > 3 kWDC |
| MPPT Voltage Range | * Minimum voltage shall be 80 V or less
* Maximum voltage shall be 300 V or above
 |
| Maximum Short Circuit Current per MPPT | >13 A |
| Number of MPPT | 1 |
| Inputs per MPPT | Minimum 1 |
| Nominal AC Output | 3 kW \* |
| Grid Frequency | 50 Hz (+/- 2.5 Hz) |
| Nominal Output Voltage | 3W/N/PE 230 (+-5%) |
| Safety Level | Class 1 |
| DC Connection Type | MC4 |
| Efficiency | >98.2% |
| MPP adaptation Efficiency | >99% |
| Total Harmonic Distortion | <3% |
| Communication | Ethernet LAN/RS485/USB |
| Operating Ambient Temperature | Up to 60oC |
| Relative Humidity | 0-100% |
| Cooling | Air cool |
| Protection Degree | IP 65 |
| Mandatory Features | * DC Insulation Measurement
* DC side disconnector
* Integrated string fuse holders
* AC short circuit protection
* Ground fault monitoring
* Anti-islanding protection
* Residual current monitoring
* Reverse polarity protection
* AC and DC Surge Protection
 |
| Display | LCD touch screen (or with key pad) which displays the following minimum parameters:* String Voltage, Current
* Output AC Active Power
* Grid Voltage/ Frequency
* Total Energy produced (kWh)
* Daily Energy produced (kWh)
 |
| Standard | IEC 61000-6-2:2005; IEC 61000-6-4:2006; IEC 61727; IEC 62116 |
| Acceptable Brands | Fronius/Solis/SMA/Sungrow/Huawei/ABB/GoodWe/ Enphase/SolarEdge/Delta\*\* |

\*Inverter rated output power between 2.7- 3 kW is acceptable if other required specifications are met.

\*\*If a brand outside of the listed ones are proposed, inverters of that brand must be in use in North America and Europe for the past 5 years with > 10 MW shipped to countries in those regions in the past 2 years. Client letters/documents proving the same shall be provided. In addition, type certificates for the standards listed (or equivalent international standards) shall be provided for other inverter brands.

## 5kW Three Phase Inverter

|  |  |
| --- | --- |
| Maximum DC Input Voltage | 1000 VDC |
| Maximum DC Input Power | > 5 kWDC |
| MPPT Voltage Range | * Minimum voltage shall be 150 V or less
* Maximum voltage shall be 600 V or above
 |
| Maximum Short Circuit Current per MPPT | >13 A |
| Number of MPPT | Minimum 1 |
| Inputs per MPPT | Minimum 1 |
| Nominal AC Output | 5-6 kW \* |
| Grid Frequency | 50 Hz (+/- 2.5 Hz) |
| Nominal Output Voltage | 3W/N/PE 230/400 V (+-5%) |
| Safety Level | Class 1 |
| DC Connection Type | MC4 |
| Efficiency | >98.2% |
| MPP adaptation Efficiency | >99% |
| Total Harmonic Distortion | <3% |
| Communication | Ethernet LAN/RS485/USB/Wi-fi Dongle |
| Operating Ambient Temperature | Up to 60oC |
| Relative Humidity | 0-100% |
| Cooling | Air cool |
| Protection Degree | IP 65 |
| Mandatory Features | * DC Insulation Measurement
* DC side disconnector
* Integrated string fuse holders
* AC short circuit protection
* Ground fault monitoring
* Anti-islanding protection
* Residual current monitoring
* Reverse polarity protection
 |
| Display | LCD touch screen (or with key pad) which displays the following minimum parameters:* String Voltage, Current
* Output AC Active Power
* Grid Voltage/ Frequency
* Total Energy produced (kWh)
* Daily Energy produced (kWh)
 |
| Standard | IEC 61000-6-2:2005; IEC 61000-6-4:2006; IEC 61727, IEC 62116 |
| Acceptable Brands | Fronius/Solis/SMA/Sungrow/Huawei/ABB/GoodWe/ Enphase/SolarEdge/Delta\*\* |

\*Inverter rated output power between 3-6 kW is acceptable if other required specifications are met.

\*\*If a brand outside of the listed ones are proposed, inverters of that brand must be in use in North America and Europe for the past 5 years with > 10 MW shipped to countries in those regions in the past 2 years. Client letters/documents proving the same shall be provided. In addition, type certificates for the standards listed (or equivalent international standards) shall be provided for other inverter brands.

## Data Sheet- PV String Inverter

Please fill by different type of PV String Inverter:

|  |  |
| --- | --- |
|  | **To be filled by Bidder** |
| No. | Description | Unit | Requirements | **Data** | **Remarks** |
| 3.3.1 | Manufacturer |  |  |  |  |
| 3.3.2 | Min/Max Operating Temperature | oC |  |  |  |
| 3.3.3 | On which page canmanufacturer’s datasheet be found? |  |  |  |  |
| 3.3.4 |  |  |  |  |  |
| 3.3.5 | Maximum DC system Voltage | V |  |  |  |
| 3.3.6 | Nominal MPP Voltage Range | V |  |  |  |
| 3.3.7 | Maximum DC Current | A |  |  |  |
| 3.3.8 | Number of DC Inputs |  |  |  |  |
| 3.3.9 | Fuse Rating for DC Input | A |  |  |  |
| 3.3.10 | Total nominal DC Power | W | ≥3000 |  |  |
| 3.3.11 | Nominal AC Output Power | W |  |  |  |
| 3.3.12 | Nominal AC Current | A | MC4 compatible |  |  |
| 3.3.13 | Nominal AC Voltage | V | 230 (180-250) |  |  |
| 3.3.14 | AC Grid Frequency | Hz | 50 (±2.5) |  |  |
| 3.3.15 | Power Factors |  |  |  |  |
| 3.3.16 | Maximum THDi | % | <3 |  |  |
| 3.3.17 | Height/Width/Depth | Mm |  |  |  |
| 3.3.18 | Weight | Kg |  |  |  |
| 3.3.19 | Operation Consumption | W |  |  |  |
| 3.3.20 | Standby Consumption | W |  |  |  |
| 3.3.21 | Communication Protocol |  |  |  |  |
| 3.3.22 | Certificates |  | Refer to 2.2 |  |  |
| 3.3.23 | Product Warranty | Years | 5 |  |  |
| 3.3.24 | Frequency measurement average | ms | 100 |  |  |
| 3.3.25 | Number of inverters | Nos |  |  |  |

# Single Phase Energy Meter

|  |  |  |
| --- | --- | --- |
| **S.No** | **Description** | **Guaranteed Technical Parameters** |
| **Required by Employer** | **Offered by bidders** |
| 1 | Manufacturer | Must be a smart energy meter approved by Utility Regulatory Authority of the Maldives |  |
| 2 | Country of Origin |  |  |
| 3 | Accuracy class | Class 1 active energy  |  |
| 4 | Mode of operation |  |  |
| 5 | IEC STANDARD | IEC62052/IEC60053/IEC62056-21/ISO/IEC17025 Edition 2 |  |
| 6 | Phase | Single Phase two-wire system |  |
| 7 | Reference voltage(V) | 220-230 V  |  |
| 8 | Frequency range (Hz) | 50 ± 5 % HZ |  |
| 9 | Operating Voltage | Voltage -30% to +20% of Vref. However, the meter should withstand the maximum system voltage. |  |
| 10 | Basic current Ib | 5A |  |
| 11 | Maximum current Imax | 30A |  |
| 12 | Starting current | 0.4% Ib |  |
| 13 | Energy register and Display | The Total kWh measured is stored internally in the memory. The total kWh is displayed on the LCD using 8 digits with three decimal points. Any value after 99999.999 will be displayed on the LCD using 6 digits with two decimal points, and any value after 999999.99 will be displayed on the LCD using 7 digits with one decimal point. Furthermore, any value after 9999999.9 will be displayed on the LCD using 8 digits without decimal points and after the value reaches 99999999 it will return to 0 with the rollover count incremented by 1. Minimum Height x width (8mm x 3.6mm).Non-volatile memory shall have a minimum retention time of 20 years. |  |
| 14 | Calibration | a) LED shall emit pulse proportional to KWH being registered for on the spot / lab calibration /testing. |  |
| 15 | Meter Sealing | As per the stated requirement |  |
| 16 | Indication | Separate LED indicator shall be provided for wrong connection phase and neutral interchange, neutral disconnected and load earthing. |  |
| 17 | Anti-tamper features | I/C & O/G Interchanged Phase & Neutral Interchanged I/C Neutral Disconnected, O/G Neutral & Load Connected to Earth. I/C Neutral Disconnected, O/G Neutral Connected to Earth Through Resistor & Load Connected to Earth. I/C Neutral connected, O/G Neutral Connected to Earth through Resistor & Load Connected to Earth. I/C (Phase & Neutral) Interchanged, Load Connected to Earth. I/C & O/G (Phase or Neutral) Disconnected, Load Connected to Earth. * Single wire temper (Neutral Missing)
* Reverse energy
* Neutral wire energy measurement
* Welded meter body Tamper history
 |  |
| 18 | Tamper Logging | The meter should detect the following tamperinga) The meter input and output terminals are inter changed.b) earth tamperc)external magnetic disturbanced)top cover opene) connection related tamperingf) Abnormal Power Offg) Low Voltage |  |
| 19 | Power consumption | a) Less than 2 W &10VA in voltage circuitb) Max. 4VA in current circuit |  |
| 20 | Meter supply | a) Self powered for phase and neutral.b) The meter shall not get damaged if line voltage is applied to neutral for 5 minutes. |  |
| 21 | Battery | Maintenance Free Lithium |  |
| 22 | Withstanding surge voltage | 8KV(Peak) |  |
| 23 | Ac withstand voltage for 1 minute | 4KV |  |
| 24 | Mechanical requirement | As per requirement |  |
| 25 | Clock accuracy | 0.5s (in 24 hours) |  |
| 26 | Battery capacity | 1200mAh |  |
| 27 | Battery life | Guaranteed shelf life of 10 years and capacity life of 15 years |  |
| 28 | Data storing time after power outage | 20 Years |  |
| 29 | Tariff block | 4 |  |
| 30 | Measured Value |  KWH, MD in KW |  |
| 31 | Display Parameters | Real time, Date, Serial No of meter, Cumulative kWh, Max. demand, Current & Voltage, LCD Test,Instantaneous current, Voltage and KW. |  |
| 32 | Additional points | Supplier shall supply Base Computer Software (BCS) required for CMRI or HHU reading. Supplier shall provide meter reading protocols. Protocol shall be as per standard protocol (may be DLMS). Meter data consisting of all parameters shall be read by CMRI and downloaded on PC in minimum possible time. |  |
| 33 | Guarantee/Warranty | 5 years |  |
| 34 | Communication Protocol | Optical, RS 485, PLC / RF  |  |

# Three Phase Energy Meter

|  |  |  |
| --- | --- | --- |
| **S.No** | **Description** | **Guaranteed Technical Parameters** |
| **Required by Employer** | **Offered by bidders** |
| 1 | Manufacturer | Must be a smart energy meter approved by Utility Regulatory Authority of the Maldives |  |
| 2 | Country of Origin |  |  |
| 3 | Accuracy class | Class 1 active energy  |  |
| 4 | Mode of operation |  |  |
| 5 | IEC STANDARD | IEC62052/IEC60053/IEC62056-21/ISO/IEC17025 Edition 2 |  |
| 6 | Phase | Three phase |  |
| 7 | Reference voltage(V) | 220-230 V / 380-400 V |  |
| 8 | Frequency range (Hz) | 50 ± 5 % HZ |  |
| 9 | Operating Voltage | Voltage -30% to +20% of Vref. However, the meter should withstand the maximum system voltage. |  |
| 10 | Basic current Ib | 10A |  |
| 11 | Maximum current Imax | 100A |  |
| 12 | Starting current | 0.4% Ib |  |
| 13 | Energy register and Display | The Total kWh measured is stored internally in the memory. The total kWh is displayed on the LCD using 8 digits with three decimal points. Any value after 99999.999 will be displayed on the LCD using 6 digits with two decimal points, and any value after 999999.99 will be displayed on the LCD using 7 digits with one decimal point. Furthermore, any value after 9999999.9 will be displayed on the LCD using 8 digits without decimal points and after the value reaches 99999999 it will return to 0 with the rollover count incremented by 1. Minimum Height x width (8mm x 3.6mm).Non-volatile memory shall have a minimum retention time of 20 years. |  |
| 14 | Calibration | a) LED shall emit pulse proportional to KWH being registered for on the spot / lab calibration /testing. |  |
| 15 | Meter Sealing | As per the stated requirement |  |
| 16 | Indication | Separate LED indicator shall be provided for wrong connection phase and neutral interchange, neutral disconnected and load earthing. |  |
| 17 | Anti-tamper features | I/C & O/G Interchanged Phase & Neutral Interchanged I/C Neutral Disconnected, O/G Neutral & Load Connected to Earth. I/C Neutral Disconnected, O/G Neutral Connected to Earth Through Resistor & Load Connected to Earth. I/C Neutral connected, O/G Neutral Connected to Earth through Resistor & Load Connected to Earth. I/C (Phase & Neutral) Interchanged, Load Connected to Earth. I/C & O/G (Phase or Neutral) Disconnected, Load Connected to Earth. * Single wire temper (Neutral Missing)
* Reverse energy
* Neutral wire energy measurement
* Welded meter body Tamper history
 |  |
| 18 | Tamper Logging | The meter should detect the following tamperinga) The meter input and output terminals are inter changed.b) earth tamperc)external magnetic disturbanced)top cover opene) connection related tamperingf) Abnormal Power Offg) Low Voltage |  |
| 19 | Power consumption | a) Rated Power <1.6W/ 9VA |  |
| 20 | Meter supply | a) Self powered for phase and neutral.b) The meter shall not get damaged if line voltage is applied to neutral for 5 minutes. |  |
| 21 | Battery | Maintenance Free Lithium |  |
| 22 | Withstanding surge voltage | 8KV(Peak) |  |
| 23 | Ac withstand voltage for 1 minute | 4KV |  |
| 24 | Mechanical requirement | As per requirement |  |
| 25 | Clock accuracy | 0.5s (in 24 hours) |  |
| 26 | Battery capacity | 1200mAh |  |
| 27 | Battery life | Guaranteed shelf life of 10 years and capacity life of 15 years |  |
| 28 | Data storing time after power outage | 20 Years |  |
| 29 | Tariff block | 4 |  |
| 30 | Measured Value |  KWH, MD in KW |  |
| 31 | Display Parameters | Real time, Date, Serial No of meter, Cumulative kWh, Max. demand, Current & Voltage, LCD Test,Instantaneous current, Voltage and KW. |  |
| 32 | Additional points | Supplier shall supply Base Computer Software (BCS) required for CMRI or HHU reading. Supplier shall provide meter reading protocols. Protocol shall be as per standard protocol (may be DLMS). Meter data consisting of all parameters shall be read by CMRI and downloaded on PC in minimum possible time.  |  |
| 33 | Guarantee/Warranty | 5 years |  |
| 34 | Communication Protocol | Optical, RS 485, PLC / RF |  |

# PART 3

# Contract

## Section VII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

1. “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
2. “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
3. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
4. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
5. “Day” means calendar day.
6. “GCC” means the General Conditions of Contract.
7. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
8. “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**
9. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
10. “SCC” means the Special Conditions of Contract.
11. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
12. “Supplier” means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
13. “The Project Site,” where applicable, means the place named in the **SCC.**

### 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### 3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

 (a) For the purposes of this Sub-Clause:

* 1. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
	2. “fraudulent practice” 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;
	3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
	4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
	5. “obstructive practice” is
		1. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
		2. acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

### 4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

1. Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
2. The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
	1. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

* 1. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

* 1. Non waiver
1. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
2. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and funded by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from

its components.

### 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

### 9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Maldives, unless otherwise specified in the **SCC.**

### 10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
2. the Purchaser shall pay the Supplier any monies due the Supplier.

### 11. Inspections and Audit by the Government

11.1 The Supplier shall permit the Government and/or persons appointed by the Government to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government, if required by the Government. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of suspension under Government Financial Regulations).

### 12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

### 13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

### 14. Supplier’s Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

### 15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.**

### 16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be Maldivian Rufiyaa.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

### 17. Taxes and Duties

17.1 Unless otherwise specified in the **SCC**, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside or within the Republic of Maldives until delivery of the contracted Goods to the Purchaser.

17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Maldives, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### 18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

### 19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

### 20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

1. the Purchaser or Supplier need to share with other institutions participating in the financing of the Contract;
2. now or hereafter enters the public domain through no fault of that party;
3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	2. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

### 21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

### 22. Specifications and Standards

22.1 Technical Specifications and Drawings

1. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.
2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

### 23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

### 24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

### 25. Transportation

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

### 27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

### 28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Maldives.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### 29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

1. the installation of the Goods by the Supplier or the use of the Goods in the Maldives; and
2. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

* 1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	2. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	3. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	4. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### 30. Limitation of Liability

30.1 Except in cases of criminal negligence or wilful misconduct,

1. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
2. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

### 31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Maldives (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### 32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
2. the method of shipment or packing;
3. the place of delivery; and
4. the Related Services to be provided by the Supplier.
	1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
	2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### 35. Termination

35.1 Termination for Default

1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	* 1. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
		2. if the Supplier fails to perform any other obligation under the Contract; or
		3. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
2. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
	1. to have any portion completed and delivered at the Contract terms and prices; and/or
	2. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### 37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3.

## Section VIII. Contract Forms

## 1. Contract Agreement

**Procurement Reference:**

THIS CONTRACT AGREEMENT is made

 the *[insert:* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*.

BETWEEN

1. the Government of the Republic of Maldives through Ministry of Environment, Climate Change and Technology,and having its principal place of business in Ameenee Magu, Maafannu, Male’, Republic of Maldives (hereinafter called “the Purchaser”), and
2. *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bid s for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
	1. This Contract Agreement;
	2. Special Conditions of Contract;
	3. General Conditions of Contract;
	4. Technical Requirements (including Schedule of Requirements and Technical Specifications);
	5. The Supplier’s Bid and original Price Schedules;
	6. The Purchaser’s Letter of Acceptance;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of Maldives on the day, month and year indicated above.

### For and on behalf of the Purchaser

|  |  |
| --- | --- |
| Signed:  | ………………………  |
| Name: In the capacity of:  |  *[Title or other appropriate designation]*  |

### For and on behalf of the Supplier

|  |  |
| --- | --- |
| Signed:  | ………………………*[signature of authorized representative(s) of the Supplier]*  |
| Name: In the capacity of:  |  *[Title or other appropriate designation]*  |

## 2. Performance Security

*[The issuing bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[[1]](#footnote-1)) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,*[[2]](#footnote-2)* and any demand for payment under it must be received by us at this office on or before that date.We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*……………………..*

*[signatures of authorized representatives of the bank]*

## Bank Guarantee for Advance Payment

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

### *[Issuing bank’s letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[[3]](#footnote-3) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number* *and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[[4]](#footnote-4)].*We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s) of authorized representative(s) of the bank]*

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*

|  |  |  |
| --- | --- | --- |
|   | **Special Conditions**  |  |
| **1.1(h)**  | The Purchaser is:  | Ministry of Ministry of Environment, Climate Change and TechnologyAmeenee Magu Maafannu, Male' Republic of Maldives  |
| **4.2 (b)**  | Interpretation  | The version edition of Incoterms shall be 2012.  |
| **5.1**  | The language shall be:  | English  |
| **8.1**  | For notices, the Purchaser’s address shall be:  | Ministry of Environment, Climate Change and Technology Ameenee Magu, Maafannu Male', Republic of Maldives  Telephone: 00 960 3004300  Fax: 00 960 3004301  |
| **9.1**  | The governing law shall be:  | The law of the Republic of Maldives.  |
| **10.2**  | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be:  | Any dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Maldives.  |
| **13.1**  | Details of Shipping and other documents to be furnished are:  | **For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall send by email and courier the following documents to the Purchaser, with a copy to the insurance company: (i) one originals and two copies of the Supplier’s invoice, showing the Purchaser as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original; |

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|  |  | 1. one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Purchaser as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;
2. two copies of the packing list identifying contents of each package;
3. copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
4. one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
5. one original of the Supplier’s Certificate of Origin covering all items supplied; **For Goods from within the Maldives:**

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: 1. two originals and two copies of the Supplier’s invoice, showing the Purchaser, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;
2. two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as the consignee and delivery through to final destination as stated in the Contract;
3. copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
4. four copies of the packing list identifying contents of each package;
5. one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;
6. one original of the Supplier’s Certificate of

Origin covering all items supplied; 1. original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.  |
| **15.1**  | Contract Price  | The prices charged for the Goods supplied and the related Services performed shall not be adjustable.  |
| **16.1**  | Terms of payment  | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment shall be made in currency of the Contract Price in the following manner: 1. **On Delivery:** Forty (40) percent of the Contract Price shall be paid on shipment and upon submission of documents specified in GCC Clause 13, through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country.
2. **On Acceptance:** Forty-five (50) percent of the Contract Price shall be paid upon submission of Invoice of claim supported by the Acceptance Certificates issued by the Purchaser and satisfactory completion of other related services.
3. **Final Payment:** Ten (10) percent on satisfactory completion of twelve (12) month Maintenance Services, 12 months after plant Commissioning.

Payment shall be made in MVR within forty-five (45) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.  |
| **16.5**  | Payment delays  | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days. The interest rate that shall be applied is two (2%) percent per annum.  |
| **17.1**  | Taxes and Duties  | Customs Duties will exempted.  |
| **18.1**  | Performance Security  | A Performance Security shall NOT be required  |
| **18.3**  | If required, the Performance Security shall be in the form of:  | Not Applicable  |
| **18.4**  | Discharge of the Performance Security shall take place:  | Not Applicable  |
| **23.2**  | The packing, marking and documentation within and outside the packages shall be:  | **Supply of Solar PV Systems for the Mosques** **Green Building****Maafannu, Male’****Republic of Maldives** |
| **24.1**  | The insurance coverage shall be:  | as specified in the applicable Incoterms.  |
| **25.1**  | Responsibility for transportation of the Goods shall be:  | as specified in the applicable Incoterms.  |
| **27.1**  | The liquidated damage shall be:  | one half of one percent (0.5%) per day.  |
| **27.1**  | The maximum amount of liquidated damages shall be:  | Ten (10%) percent of the Contract Price.  |
| **28.3**  | The period of the Warranty shall be:  For purposes of the Warranty, the place(s) of final destination(s) shall be:  | Refer to *Section VI –Schedule of Requirements Scope of Work and Technical Specifications*, Clauses B.6.2. and B.6.3. for equipment warranties. During the Defects Period: Refer to *Section VI – Schedule Requirements –Scope of Work and Technical Specifications*, Clause B.1.2 After the Defects Period: Ministry of Environment, Climate Change and Technology Male’, Republic of Maldives  |
| **28.5**  | The period for repair or replacement shall be:  | Within fourteen (14) days of receipt of Notice.  |

1. The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity. [↑](#footnote-ref-1)
2. Dates established in accordance with Clause 18.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee.  [↑](#footnote-ref-2)
3. The issuing bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity. [↑](#footnote-ref-3)
4. Insert the Delivery date stipulated in the Contract Delivery Schedule. [↑](#footnote-ref-4)