

**Republic of Maldives**

**Request for Proposals**

**INSTALLATION OF 15 MWp GRID-TIED SOLAR PHOTOVOLTAIC SYSTEMS AT L. HITHADHOO, L.KUNAHANDHOO, L. MAABAIDHOO, L.MAAMENDHOO, L. MAAVAH, L. ISDHOO, L.KALAIDHOO, L. FONADHOO, L. GAN, L.DHANBIDHOO, LH. NAIFARU, GA. VILLINGILI AND SH. FUNADHOO UNDER DESIGN, BUILD, FINANCE, OWN, OPERATE AND TRANSFER (DBFOOT) BASIS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP No: MV-MEE-418130-CW-RFB**

**Accelerating Renewable Energy Integration and Sustainable Energy (ARISE)**

**Ministry of Climate Change, Environment and Energy**

**Republic of Maldives**

**Issued on: July 2024**

**Issued by: National Tender**

**Ministry of Finance**

**Republic of Maldives**

Main Table of Contents

PART 1 – Bidding Procedures 3

Section I - Instructions to Bidders 7

Section II - Bid Data Sheet (BDS) 35

Section III - Evaluation and Qualification Criteria 45

Section IV - Bidding Forms 67

Section V - Eligible Countries 126

Section VI - Fraud and Corruption 127

PART 2 – Employers’ Requirements 129

Section VII – Technical Requirements 131

PART 3 – Project Agreements and Contract Forms 132

Section VIII - Contract Forms 133

Section IX – Project Agreements 147

PART 1 – Bidding Procedures

|  |
| --- |
| **Section I - Instructions to Bidders** |

Contents

[A. General 7](#_Toc162363519)

[1. Scope of Bid 7](#_Toc162363520)

[2. Source of Funds 7](#_Toc162363521)

[3. Fraud and Corruption 7](#_Toc162363525)

[4. Eligible Bidders 7](#_Toc162363526)

[5. Eligible Materials, Equipment, and Services 10](#_Toc162363527)

[B. Contents of Bidding Document 10](#_Toc162363528)

[6. Sections of Bidding Document 10](#_Toc162363529)

[7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 11](#_Toc162363530)

[8. Amendment of Bidding Document 13](#_Toc162363531)

[C. Preparation of Bids 13](#_Toc162363532)

[9. Cost of Bidding 13](#_Toc162363533)

[10. Language of Bid 13](#_Toc162363534)

[11. Documents Comprising the Bid 13](#_Toc162363535)

[12. Letters of Bid 15](#_Toc162363536)

[13. Alternative Bids 15](#_Toc162363537)

[14. Bid Tariff 15](#_Toc162363538)

[15. Currencies of Bid and Payment 16](#_Toc162363539)

[16. Documents Comprising the Technical Proposal 16](#_Toc162363540)

[17. Documents Establishing the Eligibility and Qualifications of the Bidder 16](#_Toc162363541)

[18. Period of Validity of Bids 17](#_Toc162363542)

[19. Bid Security 17](#_Toc162363549)

[20. Format and Signing of Bid 19](#_Toc162363550)

[D. Submission of Bids 20](#_Toc162363551)

[21. Sealing and Marking of Bids 20](#_Toc162363552)

[22. Deadline for Submission of Bids 21](#_Toc162363553)

[23. Late Bids 21](#_Toc162363554)

[24. Withdrawal, Substitution, and Modification of Bids 21](#_Toc162363555)

[E. Public Opening of Technical Parts of Bids 22](#_Toc162363556)

[25. Public Bid Opening of Technical Parts of Bids 22](#_Toc162363557)

[F. Evaluation of Bids- General Provisions 23](#_Toc162363558)

[26. Confidentiality 24](#_Toc162363559)

[27. Clarification of Bids 24](#_Toc162363560)

[28. Deviations, Reservations, and Omissions 25](#_Toc162363561)

[29. Nonmaterial Nonconformities 25](#_Toc162363562)

[G. Evaluation of Technical Part of Bids 25](#_Toc162363563)

[30. Determination of Responsiveness of Technical Part 25](#_Toc162363564)

[31. Eligibility and Qualifications of the Bidder 26](#_Toc162363565)

[32. Detailed Evaluation of Technical Part 27](#_Toc162363566)

[H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts 27](#_Toc162363567)

[33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts 27](#_Toc162363568)

[I. Evaluation of Financial Part of Bids 29](#_Toc162363569)

[34. Adjustments for Nonmaterial Nonconformities 29](#_Toc162363570)

[35. Correction of Arithmetic Errors 29](#_Toc162363571)

[36. Margin of Preference 29](#_Toc162363572)

[37. Evaluation Process, Financial Parts 29](#_Toc162363576)

[38. Abnormally Low Bids 29](#_Toc162363577)

[39. Unbalanced Bids 30](#_Toc162363578)

[J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award 30](#_Toc162363579)

[40. Evaluation of combined Technical and Financial Parts 30](#_Toc162363580)

[41. Most Advantageous Bid 30](#_Toc162363581)

[42. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 30](#_Toc162363582)

[43. Standstill Period 31](#_Toc162363583)

[44. Notification of Intention to Award 31](#_Toc162363584)

[K. Award of Contract 31](#_Toc162363585)

[45. Award Criteria 31](#_Toc162363586)

[46. Notification of Award 31](#_Toc162363587)

[47. Debriefing by the Employer 32](#_Toc162363588)

[48. Signing of Contract 33](#_Toc162363589)

[49. Performance Security 33](#_Toc162363590)

[50. Procurement Related Complaint 34](#_Toc162363591)

|  |  |
| --- | --- |
| Section I - Instructions to Bidders | |
|  | 1. General |
| 1. Scope of Bid | * 1. The Employer, as specified in the BDS, issues this Bidding document for selection of an independent power producer as specified in Part 2 – Employer’s Requirements. The name, identification, and number of lots (contracts) of this RFP 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) with proof of receipt;  if the context so requires, **“singular”** means **“plural’** and vice versa;  **“Day”** means calendar day, unless otherwise specified as a **“Business Day.”** A **“Business Day”** is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;  **“ESHS”** means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety. |
| 1. Source of Funds | * 1. The successful bidder is expected to arrange their own financing in undertaking this project in compliance with the requirements in Section VII of this document. |
| 1. Fraud and Corruption | * 1. The Government of Maldives requires bidder’s compliance with the World Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in Section VI.   2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| 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 Project Agreements. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process. Unless specified **in the BDS**, there is no limit on the number of members in a JV. |
|  | * 1. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:  1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or 2. receives or has received any direct or indirect subsidy from another Bidder; or 3. has the same legal representative as another Bidder; or 4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or 5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or 6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Project Agreements implementation; or 7. 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 specifiedin 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 8. has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications, and/or the Bid evaluation process; or (ii) would be involved in the implementation or supervision of Project Agreements unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Project Agreements. |
|  | * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.   2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Project Agreements including related Services. |
|  | * 1. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed project or benefit from a Bank-financed project, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**. |
|  | * 1. Bidders that are state-owned enterprises or institutions in the Employer’s Country may be eligible to compete and be awarded the project only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.   2. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.   3. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Employer’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.   4. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.   5. A firm that is under a sanction of debarment by the Government of Maldives from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Employer’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.   6. This bidding is open only to prequalified Bidders unless specified **in the BDS.** |
| 1. Eligible Materials, Equipment, and Services | * 1. The materials, equipment, and services to be supplied under the Project Agreements and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Project Agreement will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment, and services. |
|  | 1. Contents of Bidding Document |
| 1. Sections of Bidding Document | * 1. The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bid Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption   **PART 2 Employer’s Requirements**   * Section VII – Technical Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VIII – Contract Forms * Section IX – Project Agreements |
|  | * 1. The Specific Procurement Notice - Request for Proposals (RFP) issued by the Employer is not part of the Bidding document. |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail. |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document. |
| 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 specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders 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 22.2. |
|  | * 1. The Bidder is advised to visit and examine the Project Sites and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Project Agreements. The costs of visiting the Site shall be at the Bidder’s own expense. |
|  | * 1. The Bidder and any of its personnel or agents will upon request be granted permission by the Employer to enter premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. |
|  | * 1. If so, specified **in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. |
|  | * 1. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting. |
|  | * 1. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders 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. |
|  | * 1. 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 Employerin 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. |
|  | * 1. To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2. |
|  | 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 two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.   2. The Technical Part shall contain the following:  1. Letter of Bid – Technical Part, prepared in accordance with ITB 12; 2. Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; 3. Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid; 4. Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; 5. Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications; 6. Conformity: a technical proposal in accordance with ITB 16;   and   1. any other document required **in the BDS**.    1. The Financial Part shall contain the following:       1. Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;       2. Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and       3. any other document required **in the BDS**.    2. The Technical Part shall not include any information related to the Bid Tariff. Where material financial information related to the Bid Tariff is contained in the Technical Part the Bid shall be declared non-responsive.    3. The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank’s No-objection.    4. In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part 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.    5. The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 1. Letters of Bid | * 1. The Letter of Bid- Technical Part, and Letter of Bid- Financial Part*,* shall be prepared using the relevant form*s* furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. |
| 1. Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. |
|  | * 1. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria. |
|  | * 1. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer’s design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer. |
|  | * 1. When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will beidentified in the BDS, as will the method for their evaluating, and described in Section VII, Technical Requirements. |
| 1. Bid Tariff | * 1. The Bid Tariff quoted by the Bidder in the Letter of Bid - Financial Part shall conform to the requirements specified below.   2. Bidders shall quote for the entire facilities on a “single responsibility” basis such that Bid Tariff covers all of the Project Company’s obligations in the Project Agreements in respect of the Design Build Finance Own Operate and Transfer of the Project. This includes all requirements under the Project Company’s responsibilities for testing, pre-commissioning, commissioning and if required de-commissioning of the Project and, where so required by the Project Agreements, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the Project Agreements.   3. Bidders are required to quote the tariff considering all the commercial, contractual and technical obligations in the Project Agreements.   4. Bidders are required to quote a fixed tariff for the PPA period identified in **the BDS**.   5. If applicable a tariff buy-down may be provided to the successful bidder and the terms and schedule of such payments shall be stated in **the BDS**. |
|  | * 1. Unless otherwise specified in the **BDS,** all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the Bid Tariff submitted by the Bidder. |
| 1. Currencies of Bid and Payment | * 1. The currency (ies) of the Bid and the currency (ies) of payments shall be as specified in the BDS. |
| 1. Documents Comprising the Technical Proposal | * 1. The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the Employer’s requirements and the completion time. |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid-Technical Part, included in Section IV, Bidding Forms.   2. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms. |
|  | * 1. If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.   2. Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFP sent to the prequalified Bidders.   **Subcontractors**   * 1. Unlessotherwise stated **in the** **BDS,** the Employer does not intend to execute any specific elements of the Project by subcontractors selected in advance by the Employer.   2. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the Bid Validity period specified **in the** **BDS** or any extended date if amended by the Employer in accordance with ITB 8. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22). A Bid 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. |
|  | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for sixty (60) 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. |
| 1. Bid Security | * 1. The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS. |
|  | * 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:  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 specified **in the BDS**,   from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the 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 sixty (60) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Project Agreements and furnishing the Performance Security and if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 49. |
|  | * 1. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Project Agreements and furnished the required Performance Security, and if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security. |
|  | * 1. The Bid Security may be forfeited or the Bid-Securing Declaration executed:  1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or 2. if the successful Bidder fails to:  (i) sign the Project Agreements in accordance with ITB 48; or(ii) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 49. |
|  | * 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 11.6.   2. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:  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:    1. sign the Project Agreements in accordance with ITB 48; or    2. furnish a Performance Security and, if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 49,   the Borrower may, if provided for **in the BDS,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21. |
|  | * 1. Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. |
|  | * 1. 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. |
|  | * 1. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. |
|  | * 1. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |
|  | 1. Submission of Bids |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.   2. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies Of Technical Part”, and “Alternative Bid – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”. |
|  | * 1. The envelopes marked “Original Bid” and “Bid Copies” (and, if appropriate, a third envelope marked “Alternative Bid”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.   2. All inner and outer envelopes shall:  1. bear the name and address of the Bidder; 2. be addressed to the Employer in accordance with ITB 22.1; 3. bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and 4. bear a warning not to open before the time and date for Bid opening. |
|  | * 1. If all envelopes are not sealed and marked as required, the Employerwill assume no responsibility for the misplacement or premature opening of the Bid. |
| 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 specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. |
|  | * 1. 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 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 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 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and 2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. |
|  | * 1. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
|  | 1. Public Opening of Technical Parts of Bids |
| 1. Public Bid Opening of Technical Parts of Bids | * 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**. |
|  | * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.   3. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. |
|  | * 1. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “Technical Part” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.   2. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**. |
|  | * 1. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).   2. The Employer shall prepare a record of the Technical Parts of 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 receipt of envelopes marked “Second Envelope: Financial Part”; 3. if applicable, any alternative Bid- Technical Part; 4. the presence or absence of a Bid Security if one was required.    1. 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 of Bids- General Provisions |
| 1. Confidentiality | * 1. Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Project is transmitted to Bidders in accordance with ITB 44. |
|  | * 1. Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Project award decisions may result in the rejection of its Bid. |
|  | * 1. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Project award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing. |
| 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, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35. |
|  | * 1. 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:  1. “Deviation” is a departure from the requirements specified in the Bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and 3. “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding document. |
| 1. Nonmaterial Nonconformities | * 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.   2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Tariff of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | 1. Evaluation of Technical Part of Bids |
| 1. Determination of Responsiveness of Technical Part | * 1. The Employer’s determination of the Technical Part’s responsiveness shall be based on the contents of the Bid, as specified in ITB 11. |
|  | * 1. Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid, or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that meets the requirement of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,      + 1. if accepted, would:   (i) affect in any substantial way the scope, quality, or performance of the Project specified; or  (ii) limit in any substantial way, inconsistent with the Bidding document, the Employer’s rights, or the Bidder’s obligations under the proposed Project; or   * + - 1. 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 submitted in accordance with ITB 16, in particular to confirm that all requirements of Section VII, Technical Requirements have been met without any material deviation, reservation, or omission.   2. If the Technical Part 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. Eligibility and Qualifications of the Bidder | * 1. The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), 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 eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.   3. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor   4. Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32. |
| 1. Detailed Evaluation of Technical Part | * 1. The Employer’s evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria. |
|  | * 1. The scores to be given to technical factors and sub factors are specified **in the BDS**. |
|  | 1. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts |
| 1. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts | * 1. Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:  1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; 2. their envelopes marked “Second Envelope: Financial Part” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and 3. notify them of the date, time, and location of the public opening of the envelopes marked “Second Envelope: Financial Part”. |
|  | * 1. The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:  1. their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements; 2. their envelope marked “Second Envelope: Financial Part” will be opened at the public opening of the Financial Parts; and 3. notify them of the date, time, and location of the second public opening of the envelopes marked “Second Envelope: Financial Part” as specified **in the BDS**.    1. The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.    2. At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score, and the Bid Tariff, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.    3. Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.    4. The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Second Envelope: Financial Part” at this public opening.    5. The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum: 4. the name of the Bidder whose Financial Part was opened; 5. the Bid Tariff, per lot (contract) if applicable; and 6. if applicable, any Alternative Bid – Financial Part.    1. The Bidders whose envelopes marked “Second Envelope: Financial Part” have been opened or their 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 of Financial Part of Bids |
| 1. Adjustments for Nonmaterial Nonconformities | * 1. Provided that a Bid is substantially responsive, the Employer shall not, unless otherwise stated in the BDS, rectify quantifiable nonmaterial nonconformities related to the Bid Tariff. |
| 1. Correction of Arithmetic Errors | * 1. In evaluating the Financial Part of each Bid, provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  1. if there is a discrepancy between words and figures, the amount in words shall prevail. |
|  | * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid. |
| 1. Margin of Preference | * 1. Unless otherwise specified **in the** **BDS,** a margin of preference for domestic Bidders[[1]](#footnote-2) shall not apply. |
| 1. Evaluation Process, Financial Parts | * 1. To evaluate the Financial Part, the Employer shall consider the following:   2. the quoted Bid Tariff;   3. and the additional evaluation factors specified in the BDS in Section III, Evaluation and Qualification Criteria.   4. If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lotor slice shall not be considered for Bid evaluation**. |
| 1. Abnormally Low Bids | * 1. An Abnormally Low Bid is one where the Bid Tariff, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder’s ability to perform the Project for the offered Bid Tariff.   2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Tariff in relation to the subject matter of the scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.   3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Project for the offered Bid Tariff, the Employer shall reject the Bid. |
| 1. Unbalanced Bids | * 1. If the Bid that is evaluated as the lowest Bid Tariff is, in the Employer’s opinion, seriously unbalanced, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid Tariff 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 as appropriate:  1. accept the Bid; or 2. reject the Bid. |
|  | 1. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award |
| 1. Evaluation of combined Technical and Financial Parts | * 1. The Employer’s evaluation of responsive Bids will take into account technical factors, in addition to Bid Tariff in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and Bid Tariff is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B). |
| 1. Most Advantageous Bid | * 1. The Employer shall determine the Most Advantageous Bid for each Lot. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score. |
| 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 Project Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders. |
| 1. Standstill Period | * 1. The Project 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 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Project. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, 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 Project to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  1. the name and address of the Bidder submitting the successful Bid; 2. the Bid Tariff of the successful Bid; 3. the total combined score of the successful Bid; 4. the names of all Bidders who submitted Bids, and their Bid Tariff as readout, and as evaluated and technical scores; 5. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful; 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 | * 1. Subject to ITB 42.1, the Employer shall award the Project to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. | |
| 1. Notification of Award | * 1. Prior to the expiry of the Bid Validity Period, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the accepted tariff in consideration of the execution of the Project Agreements.   2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Award Notice which shall contain, at a minimum, the following information:  1. name and address of the Employer; 2. name and reference number of the project being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. the name of the successful Bidder, the price, the contract duration, and a summary of its scope; and 6. successful Bidder’s Beneficial Ownership Disclosure Form.    1. The Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the award notice in UNDB online.    2. Until the formal Project Agreements are 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 44.1, 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. 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 Project Agreements, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request. |
|  | * 1. The successful Bidder shall sign, date, and return to the Employer, the Contract Agreement within sixty (60) days of its receipt. |
| 1. Performance Security | * 1. Within sixty (60) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required. |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Project Agreements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Project to the Bidder offering the next Most Advantageous Bid. |
| 1. Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified **in the BDS**. |

|  |  |
| --- | --- |
| Section II - Bid Data Sheet (BDS)  The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. | |
| **A. General** | |
| **ITB 1.1** | The reference number of the Request for Proposals (RFP) is: **MV-MEE-418130-CW-RFB**  Employer is***:* Ministry of Climate Change, Environment and Energy**  The name of the RFP is: **Installation of 15 MWp Grid-tied Solar Photovoltaic System in L. Hithadhoo, L. Kunahandhoo, L. Maabaidhoo, L. Maamendhoo, L. Maavah, L. Isdhoo, L. Kalaidhoo, L. Fonadhoo, L. Gan, L. Dhanbidhoo, Lh. Naifaru, GA. Villingili and Sh. Funadhoo under Design, Build, Finance, Own, Operate, and Transfer Basis**  The number and identification of lots (contracts) comprising this RFP is:  **Lot 1: 2 MWp ground mounted solar PV** in L. Hithadhoo, L. Kunhandhoo, L. Maibaidhoo, L. Maamendhoo, L. Maavah, and L. Dhanbidhoo  **Lot 2: 13 MWp ground mounted solar PV** in L. Isdhoo, L. Kalaidhoo, L. Fonadhoo, L. Gan, Lh. Naifaru, GA. Villingili, and Sh. Funadhoo |
| ITB 4.1 | * + 1. The successful Bidder shall not change the composition of equity shareholding of the shareholders for a period of one (1) year from the Effective Date of the PPA.     2. The single largest shareholder (in case of JV, the lead member) shall hold and be in control of at least fifty-one percent (51%) of the equity shareholding (carrying equivalent voting rights) and the Board of the Seller for a period of three (3) years from the Commercial Operation Date.     3. Maximum number of members in the JV shall be: ***03 (Three)*** |
| ITB 4.5 | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr> |
| ITB 4.11 | This Bidding Process **is not** subject to prequalification. |
| **B. Contents of Bidding Document** | |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Employer’s address is:  **National Tender**  **Ministry of Finance**  **Ameenee Magu, Maafannu,**  **Male’, 20379**  **Republic of Maldives**  **Tel: (960) 3349102, (960) 3349106**  **E-Mail:** [**ibrahim.aflah@finance.gov.mv**](mailto:ibrahim.aflah@finance.gov.mv)  **Copy to:** [**tender@finance.gov.mv**](mailto:tender@finance.gov.mv)  Requests for clarification should be received by the Employer no later than:  Date: **2-September-2024**  Time: **14:00hrs** |
| **ITB 7.4** | A Pre-Bid meeting shall take place at the following date, time and place:  Date: **12-August-2024**  Time: **11:00hrs**  Duration: **2 Hours Maximum**  **Place:**  Employer will organize an **Online Conference Meeting** for the Pre-Bid meeting.  Bidder must send by email clarifications they intend to ask in the Pre-Bid meeting by **10th AUGUST-2024.**Depending on the number of clarifications received and if time permits the Employer will allow for an open Q&A session in the Pre-Bid Meeting. Bidders can continue to send clarifications pursuant to ITB 7.1 after the pre-bid meeting.  All Registered Bidders will receive an email with the link to join the meeting **Three (3) calendar days** before the meeting.  The Employer shall not be responsible for any interruptions or disconnections during the Online Video Conference Meeting.  A site visit conducted by the Employer **shall not** beorganized. |
| **ITB 7.6** | Web page: [*www.finance.gov.mv*](http://www.finance.gov.mv) |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: **English**  All correspondence exchange shall be in **English**language.  Language for translation of supporting documents and printed literature is **English**. |
| ITB 11.2 (g) | The Bidder (each party) shall submit the following additional documents in the Technical Part of its Bid:   * + - 1. **Environment Social Management System of the company.** The Bidder shall use for this purpose the Tech Form 12 under Section IV – Bidding Forms.       2. **Environmental and Social certification of the company.** The Bidder shall use for this purpose the Tech Form 13 under Section IV – Bidding Forms.   **2.1 Environmental Certifications of the Company (ISO14000 series or other equivalent [e.g.: European Eco-Management Audit Scheme]).**  **2.2 Occupational Health and Safety Certifications of the company (ISO 45001, OHAS 18001 or other equivalent).**  (Note: Bidders who do not have the above certification should provide written commitment to obtain the certification prior to execution of Project Agreements)   * + - 1. **Community Engagement Plan.** The Bidder shall use for this purpose the Tech Form 14 under Section IV – Bidding Forms.       2. **Code of Conduct for Contractor’s Personnel (ES).** The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Project Agreements), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Form ELI – 1.1 under Section IV – Bidding Forms.       3. **Forced Labor Declaration.** The Biddershall use for this purpose the applicable Form in Section IV – Bidding Forms |
| **11.3 (d)** | The Bidder shall submit the following additional documents in the Financial Part of its Bid:**N/A** |
| **ITB 13.1** | Alternative Bids **shall not**considered. |
| ITB 13.2 | Alternative times for completion **shall not**permitted. |
| ITB 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: **None**. |
| ITB 14.4 | The tariff quoted by the Bidder shall be for a period of:  **Lot 1: 20 years**  **Lot 2: 20 years** |
| **ITB 14.5** | Tariff Buy Down for this project will be provided to the successful Bidder as per the following disbursement schedule:  Hundred percent (100%) of the Tariff Buy Down Amount on Commercial Operation Date in accordance with the terms and conditions of the Implementation Agreement.  Successful Bidders upon execution of the Implementation Agreement shall have the option to request for and receive One Hundred percent (100%) of the Tariff Buy Down Amount within 90 (ninety) days from the Effective Date of the Implementation Agreement, and in accordance with the terms and conditions of the Implementation Agreement provided, that;   * + 1. the successful Bidder has, in the opinion of the Employer, made significant progress on the development of the Project up to that point, including but not limited to the formation of the Project Company in Maldives as per Applicable Laws and submission of Project Development Documents;   and   * + 1. the successful Bidder has furnished the Employer with a bank guarantee in the amount of the Tariff Buy Down amount, in accordance with the Implementation Agreement using for that purpose the format similar to that which is provided in the Implementation Agreement.   The maximum aggregate Tariff Buy Down amount is  **Lot 1: USD 450,000 (United States Dollars Four Hundred, Fifty Thousand).**  **Lot 2: USD 3,100,000 (United States Dollars Three Million, One Hundred Thousand).**  Tariff Buy Down will be a one-time payment in the form of a subsidy and not a perpetual form of payment throughout the project duration.*.* |
| **ITB 14.6** | All imported items under the contract for this tender under the ARISE Project will be eligible for duty exemption.  However, such an exemption will not include administrative fees, taxes, associated with the import, logistics, installation, etc.).  Furthermore, this does not relieve the Bidder of any obligation under the laws and regulations of the country. |
| **ITB 15.1** | The currency(ies) of the Bid and the payment currency(ies) shall be as described below:   1. **Bidders to quote entirely in USD** 2. **Payments to be in Maldivian Rufiyaa equivalent of Dollars** 3. **The rates of exchange to be used whilst making such payments is MMA’s Reference Rate of exchange.** |
| **ITB 17.5** | At this time the Employer **does not intend**to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITB 17.6** | Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications. |
| **ITB 18.1** | The Bid validity period shall be ***140 days*** from the date fixed for the Bid submission deadline.  The Bid shall be valid until: **11 March-2025** |
| **ITB 19.1** | A Bid Security ***shall be*** required.  The amount and currency of the Bid Security shall be:  **Lot 1 only: USD 20,000.00**  **Lot 2 only: USD 160,000.00**  **Lot 1 and Lot 2 combined: Two individual separate bid securities for the amounts mentioned above.**  ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders do not have the option of submitting one Bid Security for all lots (for the combined total amount of all lots).*** |
| **ITB 19.3** | The Bid Security shall be valid for sixty (60) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.  The Bid Security shall be valid until: **10-May-2025** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **None** |
| **ITB 19.9** | **Not Applicable** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***Power of Attorney effective for the duration of the proposal validity, signed by legally authorized signatories of the bidder or all of the members to a JV.*** |
| **D. Submission of Bids** | |
| **ITB 21.1** | In addition to the original of the Bid, the number of copies is:  ***One (1) digital copy on a DVD or CD or USB. The digital copy of the Technical and Financial Parts of the Bid shall be on separate DVD or CD or USB. The type of optical disk that should be used is DVD-R or CD-R.***  ***(put financial offer soft copy in CD or USB disk separately in sealed financial offer)***  Bidders can provide digital copy of the Bid in other portable media. However, the employer will not be responsible for loss or corruption of data in such cases.  Any discrepancies between the hard copies and the digital copy, the original-hard copy shall prevail. |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is:  ***National Tender***  ***Ministry of Finance***  ***Ameenee Magu, Maafannu,***  ***Male’, 20379***  ***Republic of Maldives***  The deadline for Bid submission is:  Date: **22-October-2024**  Time: **13:00:00 hrs (Local Time)**  Bidders ***shall not*** have the option of submitting their Bids electronically. |
| **E. Public Opening of Technical Parts of Bids** | |
| **ITB 25.1** | The Bid opening shall take place at:  ***National Tender***  ***Ministry of Finance***  ***Ameenee Magu, Maafannu,***  ***Male’, 20379***  ***Republic of Maldives***  Date: **22-October-2024**  Time: **13:00:00hrs (Local Time)** |
| **ITB 25.6** | The Letter of Bid – Technical Part and the sealed envelope marked “Second Envelope: Financial Part” **shall** be initialed by Two **(02)** representatives of the Employer conducting Bid opening*.* |
| **G. Evaluation of Technical Part of Bids** | |
| **ITB 32.2** | | **Sl. No.** | **Technical Factor** | Weight of Technical Factor | Sub-Factor | Weight of Sub-Factor | Evaluation | | --- | --- | --- | --- | --- | --- | |  | Deployment Plan | 40% | Site Organization | 30% | Form TECH-8 | | Method Statement | 20% | Form TECH-9 | | Mobilization Schedule | 20% | Form TECH-10 | | Construction Schedule | 15% | Form TECH-11 | | Work Teams (Key Personnel Qualifications and Resource Schedule) | 15% | Form PER-1 and Form PER-2 | |  | Maintenance | 25% | Maintenance Activity Schedule (all components but particularly for structures) | 100% | Comprehensiveness of Maintenance Plan submitted as part of Form TECH-9 | |  | Array Structures | 25% | Corrosion Resistant Steel Structure (Galvanised, Stainless Steel, or Others) | 50% | Part 2, Section VII, D.3.2 / E.4.5 | | Aesthetics of Design | 50% | Suitability for inhabited built environment and design beyond minimum requirements from Form TECH-5 | |  | Environment and Community Plan | 10% | Community Engagement Plan | 50% | Form TECH-14 | | Sustainability (in procurement, deployment, and transfer of assets at end of PPA period) | 50% | Form TECH-12 | |
| **H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts** | |
| **ITB 33.5** | The Letter of Bid – Financial Part and Schedules **shall**be initialed by **Two (2)** representatives of the Employer conducting Bid opening*.* |
| **I. Evaluation of Financial Part of Bids** | |
| **ITB 36.1** | A margin of domestic preference **shall not**apply. |
| **J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid** | |
| **ITB 40.1** | The weight to be given for Bid Tariff is: 0.9 |
| **K. Award of Contract** | |
| **ITB 48.2** | The successful Bidder shall sign, seal, date and return to the Employer the Project Agreements within sixty (60) days of its receipt.  In the case of a JV, if selected as successful Bidder, the members of such JV shall form a legal entity (Project Company) in accordance with Applicable Laws, prior to the execution of Project Agreements, and the composition of equity shareholding of such Project Company shall be as stated in the letter of intent to execute a Joint Venture Agreement or in any existing Joint Venture Agreement between the members of the JV, provided along with the form ELI 1.1.  If an individual firm from a nationality other than the Employer’s Country is selected as the successful Bidder, they can either:   * + 1. Form a direct subsidiary company (Project Company), in Maldives prior to the execution of the Project Agreements, without any other intermediary companies involved, in compliance with Applicable Laws. The equity shares of the Project Company formed as such shall not be held by a party who is not a member of the successful Bidder.   Or   * + 1. Re-register the firm in Maldives as per Applicable Laws prior to the execution of the Project Agreements.   Notwithstanding the above and any delay caused, for any reason, in forming the Project Company in Maldives;   * + 1. the successful Bidder (in the case of an individual firm from a nationality other than the Employer’s Country) shall sign, seal and date and return to the Employer the Project Agreements, within sixty (60) Days of receiving the draft Agreements, and shall subsequently, upon its incorporation in accordance with Applicable Laws, re-state and amend the Agreements to include the Project Company as the party to the Agreements,   And,   * + 1. if the successful Bidder is a JV (or parties intending to form a JV), all the members of the JV shall sign, seal, date and return the Project Agreements to the Employer, within sixty (60) Days of receiving the draft Agreements. The successful Bidder shall, upon incorporation of the Project Company in accordance with Applicable Laws, re-state and amend the Agreements to add the Project Company as a party to the Agreements, such that all members of the JV along with the Project Company are jointly and severally liable under the Agreements.   The successful Bidder (whether or not a JV) shall cause the incorporation of the Project Company in Maldives, in accordance with Applicable Laws, within thirty (30) days of execution of the Project Agreements, at the latest, subject to the terms and conditions of the PPA. |
| **ITB 49.1 and 49.2** | The successful Bidder shall be required to submit an **Environmental, Social, Health and Safety (ESHS) Performance Security** in accordance with the PPA using for that purpose the format provided in Section VIII – Contract Forms. |
| **ITB 50.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:  **For the attention**: *Ms. Fathimath Rishfa Ahmed*  **Title/position**: *Chief* *Procurement Executive*  **Employer**: *Ministry of Finance*  **Email address***:* [*tender@finance.gov.mv*](mailto:tender@finance.gov.mv)  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract. |

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

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

**Evaluation of Bids**

**1. Qualification**

* 1. **Update of Information**

The Bidder’s qualification shall be assessed in accordance with the Qualification table included in this section.

* 1. **Subcontractors**

The bidder shall provide in Section IV-Bidding Forms the relevant details of all proposed subcontractors.

* 1. **Financial Resources**

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment as well as the networth of the Bidder.

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

NOT APPLICABLE

* 1. **Equipment**

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

**2. Evaluation of Technical Proposal (Technical Proposal Scoring and Methodology)**

**Step 1: Adequacy of** Technical **Submission and Minimum Mandatory Requirements (Pass / Fail)**

Technical Proposal submitted by Bidders will be assessed against Section VII - Technical Requirements. The Forms are to be submitted completely and comply with minimum mandatory technical requirements.

1. **Technical Requirements.** The Bidder is responsible for the optimal design of the Project. Flexibility is allowed as long as the Project complies with all the technical requisites.

1. **Compliance.** Bidders must fully comply with the technical requirements set out in Table below, and the related terms of the RFP and PPA. Bidders are requested to use the clarification process to submit any proposed changes to the terms and conditions for the PPA that may result in a more favourable option for the Employer.

1. **Forms and Content.** In order to demonstrate its satisfaction of the technical requirements set out in Table below, each Bidder shall submit as part of its Technical Bid, all the information, forms and supporting information described in in table below. The Technical Bid must provide sufficient information to demonstrate that the Bidder can comply and has prepared its Bid on the basis of it complying with the responsibilities and obligations of the Project Company as set out in the PPA, which shall include complying with the environmental requirements set out under the PPA, including the Environmental and Social Safeguards Requirements (as defined therein)
2. **Inclusion of data.**

* the information provided in the Winning Bidder's Technical Bid will form part of the warranties under the terms of the PPA;
* the information provided in the Winning Bidder’s Technical Bid will form part of the Project particulars set out in the PPA.

1. **Table of Technical Requirements.** The following forms shall be furnished by the Bidder to demonstrate satisfaction of the technical requirements.

| **Requirement** | **Form of submission** |
| --- | --- |
| **Technical Requirements** | |
| 1. General Technical Documentation   The technical form sets out the technical requirements for the Project to ensure that the Project is designed, constructed and operated to a high standard.  Bidders are required to submit technical documentation demonstrating a clear understanding of the proposed Project design. |  |
| 1. Basic Data and Certification   Bidders must include all required information as per FORM TECH – 1 for insertion into the PPA, and certify the information provided in the Letter of Bid – Technical Part.   * + Minimum DC Capacity of 2 MWp for Lot 1; or 13 MWp for Lot 2; or 15 MWp for Lot 1 and Lot 2 combined. (PASS / FAIL Criteria)   + The Energy (in kWh) is fixed (Fixed Energy) for each island as per Table-6, Part C.1, Section VII of this document. The table specifies Fixed Energy for 1st year. For 2nd year onwards, Fixed Energy will be derived as indicated below.   + Bidders’ proposed DC Capacity and CUF for each island should meet the required Energy (in kWh)[[2]](#footnote-3) for 1st year (Fixed Energy for first year) stated in Table-6, Part C.1, Section VII of this document. In case the Bidder’s proposed combination of DC capacity and CUF results in Energy (in kWh) greater than the Fixed Energy for first year, the Fixed Energy for first year shall be considered. In such a case, the Fixed Energy for first year shall be used, along with the bidders’ proposed DC capacity to determine the CUF (derived CUF)[[3]](#footnote-4).   + The Degradation Factor (proposed) should not be more than 2.5% in the first year following Commercial Operation Date, and 0.5% for years thereafter. Nevertheless, in the event that the CUF is determined as per the aforementioned criteria (derived CUF), the proposed Degradation Factor may be adjusted accordingly (revised Degradation factor)[[4]](#footnote-5), as long as the Energy (in kWh) output for the subsequent years (year 2 onwards) remains within the prescribed threshold of Fixed Energy for first year.   + Energy (in kWh) for the subsequent years (year 2 onwards) will be derived basis the stated DC Capacity, CUF (proposed or derived) and Degradation factor (proposed or revised) for the purpose of filling up Schedule 3 of the Power Purchase Agreement (PPA). | Letter of Bid – Technical Part and FORM TECH-1 |
| 1. PV Module Certification Information   Bidders shall provide sample product brochures and copies of valid certificates for solar modules proposed to be used in the Project to demonstrate that the selected modules are able to operate in accordance with the technical requirements. | FORM TECH – 2 |
| 1. PV Grid-Tied Inverter   Bidders shall provide sample product datasheet / brochures, copies of currently valid type certificates for inverters proposed for use in the Project and declarations of compliance. | FORM TECH – 3 |
| 1. Medium Voltage Transformers, Protection and Switchgear   The Bidder shall provide sample product brochures and certificates for all Medium Voltage equipment, comprising Transformers, MV transformer protection, MV switchgear, MV metering, and cabling. | FORM TECH – 4 |
| 1. Other requirements   Bidders shall provide concept drawings, PV system description, typical drawings, interconnection SLD, etc., and other relevant technical details and documentation as per the requirements specified in the Technical Requirement Annex. | FORM TECH – 5 |
| 1. Solar data analysis report information sheet   Bidders shall provide solar data analysis. | FORM TECH – 6 |
| 1. Subcontractors / Manufacturer’s   Bidders shall identify subcontractors / manufacturers for major Project items. For each subcontractor / manufacturer a Letter of Intent must be provided. | FORM TECH – 7 |
| 1. Site Organization   Bidders shall broadly describe the proposed Site organization (which shall be as per local constraints and technical and logistical requirements). | FORM TECH – 8 |
| 1. Method statement   Bidders shall broadly describe the approach of the method statement for all studies, Site campaign and handling operations. Each method statement shall include a risk assessment and describe all Health, Safety and Environmental guidelines, with reference to TECH FORMS. | FORM TECH – 9 |
| 1. Mobilization schedule   Bidders shall provide an indicative pre- construction mobilization schedule with expected timelines, and preferably an indicative Gantt Chart. | FORM TECH – 10 |
| 1. Construction schedule   Bidders shall provide construction planning covering overall construction timelines including an indicative construction schedule with expected timelines, and preferably an indicative Gantt Chart. | FORM TECH – 11 |
| 1. Environment Social Management System of the Company   Bidders (if JV each member) shall submit comprehensive and concise Environmental Social Management System of the company as required by ITB 11.2 (g) of the Bid Data Sheet. This shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors. | FORM TECH – 12 |
| 1. Independent certifications for the Environment Social Management System.   Bidders (if JV each member) shall submit Independent certifications (ISO 14001 or other equivalent, ISO 45001 or OHAS 18001 or other equivalent) obtained for the Environment Social Management as required by ITB 11.2 (g) of the Bid Data Sheet. Where certification is not available written commitment to obtain the certification prior to execution of project agreements must be provided. | FORM TECH – 13 |
| 1. Draft Community Engagement Plan   Bidder shall submit draft Community Engagement Plan indicating an approach for disseminating project information and establishing dialogues with the island community through training, employment opportunities, awareness programs, educational seminars for locals and others initiatives, as required by ITB 11.2 (g) of the Bid Data Sheet. | FORM TECH – 14 |
| 1. Code of Conduct for Project Personnel (ES) | Code of Conduct for Project Personnel (ES) Form |
| 1. Forced Labor Declaration | Forced Labor Declaration |
| 1. Seller’s Representative and Key Personnel Schedule   Bidders should provide the names and details of the suitably qualified Contractor’s Representative and Key Personnel to perform the Project Agreements. | FORM PER-1 |
| 1. Resume and Declaration Sellers’ Representative and Key Personnel | FORM PER-2 |
| **Eligibility and Qualification** | |
| 1. Bidder Information Form | FORM ELI-1.1 |
| 1. Bidder’s JV Information Form | FORM ELI-1.2 |
| 1. Historical Contract Non-Performance, Pending Litigation and Litigation History | FORM CON-2 |
| 1. Environmental, Social, Health, and Safety Performance Declaration | FORM CON-3 |
| 1. Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration | FORM CON-4 |
| 1. Forced Labor Performance Declaration | FORM CON-5 |
| 1. Financial Situation and Performance | FIN-3.1 |
| 1. Average Annual Turnover | FIN-3.2 |
| 1. Financial Resources | FIN-3.3 |
| 1. Specific Experience – in “Developing Projects” | EXP-4.1(a) |
| 1. Specific Experience in Managing ES aspects | EXP-4.1(b) |

Step 1 will be evaluated on a Pass / Fail basis. A Bidder failing to submit any of the forms mentioned above will not be considered for further evaluation. However, clarification may be requested on submitted forms.

…………………………………………………………………………………………

**Step 2: Evaluation of Technical Scores based on Rated Criteria**

Bidder’s Technical Proposal that meets the minimum requirements as specified in Step 1, shall be assessed on further Rated Criteria as specified in the Technical Factors and Sub-Factors in the Table below as well as in BDS ITB 32.2. Technical Scores will thereafter be provided as per the methodology detailed in the Technical Proposal Scoring Methodology section.

Technical Factors and Sub-Factors Table

| **Sl. No.** | **Technical Factor** | Weight of Technical Factor | Sub-Factor | Weight of Sub-Factor | Evaluation |
| --- | --- | --- | --- | --- | --- |
|  | Deployment Plan | 40% | Site Organization | 30% | Form TECH-8 |
| Method Statement | 20% | Form TECH-9 |
| Mobilization Schedule | 20% | Form TECH-10 |
| Construction Schedule | 15% | Form TECH-11 |
| Work Teams (Key Personnel Qualifications and Resource Schedule) | 15% | Form PER-1 and Form PER-2 |
|  | Maintenance | 25% | Maintenance Activity Schedule (all components but particularly for structures) | 100% | Comprehensiveness of Maintenance Plan submitted as part of Form TECH-9 |
|  | Array Structures | 25% | Corrosion Resistant Structure (aluminum, galvanized steel, Stainless Steel, or Others) | 50% | Part 2, Section VII, D.3.2 / E.4.5 |
| Aesthetics of Design | 50% | Suitability for inhabited built environment and design beyond minimum requirements from Form TECH-5 |
|  | Environment and Community Plan | 10% | Community Engagement Plan | 50% | Form TECH-14 |
| Sustainability (in procurement, deployment, and transfer of assets at end of PPA period) | 50% | Form TECH-12 |

Technical Proposal Scoring Methodology

| **Score (of the total score for the factor/subfactor as applicable** | **Description** | **Remarks** |
| --- | --- | --- |
| 0 | Required feature is absent; no relevant information to demonstrate how the requirement is met |  |
| 3 | Required feature present with deficiencies such as insufficient or information that lacks clarity, or does not meet requirement |  |
| 6 | Sufficient information to demonstrate how the requirements will be met |  |
| 8 | Sufficient information to demonstrate that the requirements will be marginally exceeded |  |
| 10 | Sufficient information that significantly exceed the requirement/bid contributes to significant value addition. |  |

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub- factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:



where:

*tji* = the technical score for sub- factor “i” in factor “j”,

*wji* = the weight of sub- factor “i” in factor “j”,

*k* = the number of scored sub-factors in factor “j”, and



The Factor Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:



where:

*Sj* = the Factor Technical Score of factor “j”,

*Wj* = the weight of factor “j” as specified **in the BDS,**

*n* = the number of Factors, and



**Alternative Technical Solutions for specified parts of the Works**

Not Applicable

**3. Financial Evaluation**

**Margin of Preference**

Not Applicable

**Criteria for Financial Evaluation**

Not Applicable

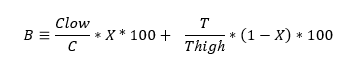
**Sustanable Procurement**

Not Applicable

**4. Combined Evaluation**

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid Tariff and the technical merits of each Bid:



Where:

*C* = Bid Tariff

*C low* = the lowest of all Bid Tarrifs among responsive Bids

*T* = the total Technical Score awarded to the Bid

*Thigh =* the Technical Score achieved by the Bid that was scored best among all responsive Bids

*X* = weight for Bid Tariff as specified **in the BDS**

The Bid with the best Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Project.

**5. Multiple Contracts**

If permitted under ITB 37.3, will be evaluated as follows:

1. Award Criteria for Multiple Contracts [ITB 37.3]:

If in accordance with ITB 1.1 Bids are invited for more than one lot or package, the contract will be awarded to the Bidder or Bidders with the Most advantageous Bid for the individual lots.

However, if a Bidder, with a Bid that is substantially responsive and with the highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for the combination of lots for which the Bidders are qualified.

**Cross discounts for award of multiple lots will not be considered.**

1. Qualification Criteria for Multiple Contracts

The criteria for qualification are the aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 3.3, 4.1 (a) and 4.1 (b).

1. Qualification

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** | |
| **All Members Combined** | **Each Member** | **One Member** |
| **1. Eligibility** | | | | | | | | |
| **1.1** | **Nationality** | Nationality in accordance with ITB 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments | |
| **1.2** | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid | |
| **1.3** | **Bank Eligibility** | Not having been declared ineligible by the Bank, as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid | |
| **1.4** | **State- owned Enterprise or Institution of the Borrower country** | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments | |
| **1.5** | **United Nations resolution or Borrower’s country law** | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments | |
| **2. Historical Contract Non-Performance** | | | | | | | | |
| **2.1** | **History of Non-Performing Contracts** | Non-performance[[5]](#footnote-6) of a contract did not occur within the last **Five (5) years** prior to the deadline for Bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted. | Must meet requirement by itself or as member to past or existing JV | Must meet requirements | Must meet requirement[[6]](#footnote-7) | N/A | Form CON-2 | |
| **2.2** | **Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer** | Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid | |
| **2.3** | **Pending Litigation** | Bidder’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 | |
| **2.4** | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[7]](#footnote-8) for a period of Five (5) years prior to the deadline for Bid submission | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 | |
| **2.5** | **Declaration: Environmental and Social (ES) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years.[[8]](#footnote-9) | Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration. | N/A | Form CON-3 ES Performance Declaration | |
| 2.6 | **Bank’s SEA and/or SH Disqualification** | At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Must meet requirement (including each subcontractor proposed by the Bidder) | N/A | Letter of Bid, Form CON-4 | |
| If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract. | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Must meet requirement (including each subcontractor proposed by the Bidder) | N/A | Letter of Bid, Form CON-4 | |
| 2.7 | **Forced Labor Past Performance Declaration** | Declare any contracts that have been suspended or terminated and/or other contractual remedies applied including calling of performance security for reasons of breach of forced labor obligations in the past five years.[[9]](#footnote-10) | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Must meet requirement  (including each subcontractor proposed by the Bidder) | N/A | Form CON-5 | |
| **3. Financial Situation and Performance** | | | | | | | | |
| **3.1** | **Financial Capabilities** | (i) The Bidder’s **Net Worth** shall not be less than:  **Lot 1: US$ 250,000 per MWp;**  **Lot 2: US$ 300,000 per MWp;**    of the bid capacity or equivalent in any other currency. For this purpose, the Bidder's Net Worth is defined as the average of the net worth reflected in the audited annual accounts of the most-recent **three years** of business operations. For this purpose, the most recent year of business operation shall be the most recent financial year defined by the regulatory agency of the respective country of business registration of the Bidder.  *Bids for combined lots will be evaluated based on the requirement for Lot 2. Any bidder qualifying for Lot 2, would be considered eligible for Lot 1 as well.* | Must meet requirement | Must meet requirement | **At least 10%** of the requirement | **At least 50%** of the requirement | Form FIN – 3.1, with attachments  Only the qualifications of the Bidder shall be considered. The qualifications of other firms, including the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder shall not be considered.  *Consolidated Financial Statements will not be accepted.* | |
| (ii) The audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable[[10]](#footnote-11) to the Employer, for the last ***03 years*** shall be submitted. | Must meet requirement |  | Must meet requirement |  |
| **3.2** | **Average Annual Turnover** | Minimum average annual turnover of  **Lot 1: USD 320,000**  **Lot 2: USD 2,000,000**  Calculated as total certified payments received for contracts in progress or completed (annual turnover), within the last three (3) years. For this purpose, the annual turnover for the last 3 years shall be summed and divided by three (3) to obtain the average annual turnover.  *Bids for combined lots will be evaluated based on the requirement for Lot 2. Any bidder qualifying for Lot 2, would be considered eligible for Lot 1 as well.* | Must meet requirement | Must meet requirement | Must meet ten percent (10%) of the requirement | Must meet fifty percent (50%) of the requirement | Form FIN – 3.2  Only the qualifications of the Bidder shall be considered. The qualifications of other firms, including the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder shall not be considered.  *Consolidated Financial Statements will not be accepted.* | |
| **3.3** | **Financial Resources** | The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:  **Lot 1: USD 160,000**  **Lot 2: USD 1,000,000**  For this purpose, cash flow will mean sum of real assets, lines of credit, and other financial means net of any ongoing contractual commitments  *Bids for combined lots will be evaluated based on the requirement for Lot 2. Any bidder qualifying for Lot 2, would be considered eligible for Lot 1 as well.* | Must meet requirement | Must meet requirement | Must meet ten percent (10%) of the requirement | Must meet fifty percent (50%) of the requirement | Form FIN – 3.3  Only the qualifications of the Bidder shall be considered. The qualifications of other firms, including the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder shall not be considered.  *Consolidated Financial Statements will not be accepted.* | |
| **4. Experience** | | | | | | | | |
| **4.1 (a)** | **Specific Experience - Developing Projects[[11]](#footnote-12)** | (i) A minimum number of similar[[12]](#footnote-13) contracts specified below that have been satisfactorily and substantially[[13]](#footnote-14) completed as a prime contractor, joint venture member [[14]](#footnote-15), management contractor or subcontractor between **1st January 2019**and Bid submission deadline: | Must meet requirement | NA | N/A | Must meet requirement | Form EXP 4.1(a)  Only the qualifications of the Bidder shall be considered. The qualifications of other firms, including the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder shall not be considered.  *Bidder must submit copy of the original documents to prove completion of the works (including copies of contracts, acceptance protocols, etc.) which should be in the Bidder’s name.* | |
| Cumulative experience of  **For Lot 1: 1.0 MWp** grid connected solar PV project (floating / ground-mounted / rooftop);  **For Lot 2: 4.0 MWp** grid connected solar PV project (floating / ground-mounted / rooftop)  *Bids for combined lots will be evaluated based on the requirement for Lot 2. Any bidder qualifying for Lot 2, would be considered eligible for Lot 1 as well.* | Must meet requirement | Must meet requirement | N/A | At least 75% of the cumulative experience requirement |
| 4.1 (b) | **Specific Experience in managing ES aspects** | For the contracts in 4.1 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2018 and Bid submission deadline, experience in managing ES risks and impacts of similar projects.  The similarity of the contracts shall be based on Section VII, Scope of Works. | Must meet requirements | Must meet requirement | N/A | N/A | Form EXP – 4.1 (b) | |

|  |
| --- |
| Section IV - Bidding Forms |
| **INSTRUCTIONS TO BIDDERS**  **For the Bidding Forms provided in this section:**   1. **If the bidder is bidding only for Lot 1, all the bidding forms are to be filled up and submitted only for Lot 1.** 2. **If the bidder is bidding only for Lot 2, all the bidding forms are to be filled up and submitted only for Lot 2.**   **However, if the bidder is bidding for both the lots, please note:**   1. **The bidder needs to submit one set of forms ensuring qualification requirements stated for Lot 2** 2. **In case, the bidder qualifies for Lot 2, the bidder would be considered eligible for Lot 1 as well.** 3. **In such a case, bidders need to provide price bids for Lot 1 and Lot 2 separately (as indicated in the Letter of Bid).** |

Table of Forms

[Letter of Bid- Technical Part 70](#_Toc162363477)

[Appendix to Technical Part of Bid 74](#_Toc162363478)

[Form Tech-1: Basic Data 75](#_Toc162363479)

[Form Tech-2: PV Module Certification Information Sheet 78](#_Toc162363483)

[Form Tech-3: PV Grid-tied Inverter 79](#_Toc162363484)

[Form Tech-4: Medium Voltage Transformers, Protection and Switchgear 80](#_Toc162363485)

[Form Tech-5: Other Requirements 81](#_Toc162363486)

[Form Tech-6: Solar Data Analysis Report Information Sheet 83](#_Toc162363487)

[Form Tech-7: Subcontractors / Manufacturers 84](#_Toc162363488)

[Form Tech-8: Site Organization 85](#_Toc162363489)

[Form Tech-9: Method Statement 86](#_Toc162363490)

[Form Tech-10: Mobilization Schedule 87](#_Toc162363491)

[Form Tech-11: Construction Schedule 88](#_Toc162363492)

[Form Tech-12: Environment Social Management System of the Company 89](#_Toc162363493)

[Form Tech-13: Independent Certifications for the Environment Social Management System 90](#_Toc162363494)

[Form Tech-14: Draft Community Engagement Plan 91](#_Toc162363495)

[Code of Conduct for Project Personnel (ES) Form 92](#_Toc162363497)

[Forced Labor Declaration 96](#_Toc162363498)

[Form PER -1: Seller’s Representative and Key Personnel Schedule 98](#_Toc162363499)

[Form PER-2: Resume and Declaration Seller’s Representative and Key Personnel 101](#_Toc162363500)

[Bidder’s Qualification 103](#_Toc162363501)

[Form ELI -1.1: Bidder Information Form 104](#_Toc162363502)

[Form ELI -1.2: Bidder's JV Information Form (to be completed for each member of Bidder’s JV) 105](#_Toc162363503)

[Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History 106](#_Toc162363504)

[Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration 108](#_Toc162363505)

[Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration 110](#_Toc162363506)

[Form CON – 5: Forced Labor Performance Declaration 112](#_Toc162363507)

[Form FIN – 3.1: Financial Situation and Performance 114](#_Toc162363508)

[Form FIN – 3.2: Average Annual Turnover 116](#_Toc162363509)

[Form FIN – 3.3: Financial Resources 117](#_Toc162363510)

[Form EXP - 4.1(a): Specific Experience – in “Developing Projects” 118](#_Toc162363511)

[Form EXP - 4.1(a) (cont.): Specific Experience (cont.) 120](#_Toc162363512)

[Form EXP - 4.1(b): Specific Experience in Managing ES aspects 121](#_Toc162363513)

[Form of Bid Security - Demand Guarantee 122](#_Toc162363514)

[Letter of Bid - Financial Part 124](#_Toc162363518)

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

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

**Request for Proposal No**.: [*insert identification*]

**Alternative No.**:[*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Employer*]**

***[delete as appropriate if bidding for a single Lot]:***

**Lot 1: Installation of 2 MWp Grid-tied Solar Photovoltaic System** in L. Hithadhoo, L. Kunhandhoo, L. Maabaidhoo, L. Maamendhoo, L. Maavah, and L. Dhanbidhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

and/or

**Lot 2: Installation of 13 MWp Grid-tied Solar Photovoltaic System** in L. Isdhoo, L. Kalaidhoo, L. Fonadhoo, L. Gan, Lh. Naifaru, GA. Villingili, and Sh. Funadhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

We, the undersigned, hereby submit our Bid, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s country in accordance with ITB 4.7;
4. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

We *[where JV, insert:* “including any of our JV members”*]*, and any of our subcontractors:

1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
4. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
5. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

**Conformity**: We offer to execute in conformity with the bidding document and in accordance with the construction schedule the following project: ***[delete as appropriate if bidding for a single Lot]:***

**Lot 1: Installation of 2 MWp Grid-tied Solar Photovoltaic System** in L. Hithadhoo, L. Kunhandhoo, L. Maabaidhoo, L. Maamendhoo, L. Maavah, and L. Dhanbidhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

and/or

**Lot 2: Installation of 13 MWp Grid-tied Solar Photovoltaic System** in L. Isdhoo, L. Kalaidhoo, L. Fonadhoo, L. Gan, Lh. Naifaru, GA. Villingili, and Sh. Funadhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

1. **Bid Validity**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security and an Environmental, Social, Health, and Safety (ESHS) Performance Security in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid, or any other Bid that you may receive; and
8. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
9. **Subcontracting**: We, in accordance with ITB 33.2, plan to subcontract the following activities and/or parts of the works: [Insert activities which the Applicant intends to subcontract along with complete details of the sub-contractors].
10. **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

|  |  |
| --- | --- |
| Name | Address |
| * + - 1. ……...... |  |
| * + - 1. ……….. |  |
| * + - 1. ……… |  |

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

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

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

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

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

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

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

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

|  |
| --- |
| Appendix to Technical Part of Bid |

Form Tech-1: Basic Data

*[delete as appropriate if bidding for a single Lot]:*

For Lot 1

|  |  |  |
| --- | --- | --- |
| *1* | *Name of Bidding Company / Lead Member of Bidding JV* |  |
| *2* | *Capacity proposed (Total) for first year* | *.......... MWp* |
| *3* | *Guaranteed Capacity Utilization Factor (CUF)*  *(CUF is fixed for contract duration and does not degrade on annual basis)* | *......... %* |
| *4* | *Fixed Energy for first year* | *3,249,860 kWh* |
| *5* | *Estimated Plant Performance Ratio*   * *Estimated Plant Performance Ratio first year after Commercial Operation Date* * *Degradation factor for each year* | *Year 1 …..%, Year 2 to Year 20 …….%* |
| *6* | *Scheduled Commercial Operation Date* |  |

*Comprising of:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***No*** | ***Name of Island*** | ***Capacity proposed for first year***  ***(kWp)*** | ***CUF***  ***(%)*** | ***PR (%)*** | ***Fixed Energy for first year (kWh)*** |
| 1 | L. Hithadhoo |  |  |  | 426,524 |
| 2 | L. Kunahandhoo |  |  |  | 374,697 |
| 3 | L. Maabaidhoo |  |  |  | 529,279 |
| 4 | L. Maamendhoo |  |  |  | 890,097 |
| 5 | L. Maavah |  |  |  | 659,441 |
| 6 | L. Dhanbidhoo |  |  |  | 369,821 |

For Lot 2

|  |  |  |
| --- | --- | --- |
| *1* | *Name of Bidding Company / Lead Member of Bidding JV* |  |
| *2* | *Capacity proposed (Total) for first year* | *…....... MWp* |
| *3* | *Guaranteed Capacity Utilization Factor (CUF)*  *(CUF is fixed for contract duration and does not degrade on annual basis)* | *......... %* |
| *4* | *Fixed Energy for first year* | *20,210,065 kWh* |
| *5* | *Estimated Plant Performance Ratio*   * *Estimated Plant Performance Ratio first year after Commercial Operation Date* * *Degradation factor for each year* | *Year 1 …..%, Year 2 to Year 20 …….%* |
| *6* | *Scheduled Commercial Operation Date* |  |

*Comprising of:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***No*** | ***Name of Island*** | ***Capacity proposed for first year***  ***(kWp)*** | ***CUF***  ***(%)*** | ***PR (%)*** | ***Fixed Energy for first year (kWh)*** |
| 1 | L. Isdhoo |  |  |  | 1,023,895 |
| 2 | L. Kalaidhoo |  |  |  | 827,417 |
| 3 | L. Fonadhoo |  |  |  | 4,484,156 |
| 4 | L. Gan |  |  |  | 5,962,012 |
| 5 | Lh. Naifaru |  |  |  | 3,576,443 |
| 6 | GA. Villingili |  |  |  | 2,473,868 |
| 7 | Sh. Funadhoo |  |  |  | 1,862,274 |

*Note:*

* 1. For first year, Energy (in kWh) of the facility or project is fixed (Fixed Energy for first year) as per the table above based on load limitation of islands
  2. For second year, Fixed Energy shall be equal to the Fixed Energy for first year (kWh) adjusted for Annual Degradation for year 1.
  3. In the subsequent years, Fixed Energy shall be equal to the Fixed Energy of the previous year adjusted for Annual Degradation stated for year 2 to year 20.
  4. In case the Bidder’s proposed combination of DC capacity and CUF results in Energy[[15]](#footnote-16) (in kWh), greater than the Fixed Energy given for first year, the Fixed Energy for first year shall be considered.
  5. In such a case, as stated in point 4, the Fixed Energy for first year shall be used, along with the bidders’ proposed DC capacity to determine the CUF[[16]](#footnote-17) (derived CUF).
  6. In the event that the CUF is determined as per the aforementioned criteria (derived CUF), the proposed Degradation Factor may be adjusted accordingly (revised Degradation factor) , as long as the Energy (in kWh) output for the subsequent years (year 2 onwards) remains within the prescribed threshold of Fixed Energy for first year.
  7. Basis the above points, the DC capacity (proposed), CUF (proposed or derived as per methodology mentioned in point no. 5 above) and Degradation (proposed or revised) will be used to complete Schedule 3 of the Power Purchase Agreement.

Form Tech-2: PV Module Certification Information Sheet

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

*The selected modules must be able to operate within the limits as per requirements specified in Section VII. Technical Requirements, Part B, Section 7.2. PV modules must be fully certified for a technical lifetime at least equal to the duration of the PPA by an accredited entity in accordance with the most recent versions of each of:*

* *IEC 61215 Terrestrial photovoltaic (PV) modules – Design qualification and type approval;*
* *IEC 61730 Photovoltaic (PV) module safety qualification;*
* *IEC 61701 Photovoltaic (PV) modules – Salt mist corrosion testing;*

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Module manufacturer** |  | |  |
| **Model and peak power** |  | |  |
| **Type (mono, poly, bifacial etc)** |  | |  |
| **Brochure submitted** |  | |  |
| **Certifications required** | ***Submitted***  ***(certificate number)*** | ***Expiry date*** | ***Issuing accreditation body*** |
| *IEC 61215* |  |  |  |
| *IEC 61730* |  |  |  |
| *IEC 61701* |  |  |  |
| *Declaration*  *We hereby declare that the above-mentioned photovoltaic modules are 100% in Compliance with*  *requirements as per Section VII. Technical Requirements, Part B, Section B.7.2., and all sub-sections.*  *A declaration of product suitability for Floating PV in marine environment is herewith attached to the*  *proposal.*  *If found non-compliant at any stage, the components shall be replaced at no cost to the project.* | | | |
| *Name:* | *Signature:* | | |

Form Tech-3: PV Grid-tied Inverter

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

*Inverters shall be fully certified by an accredited entity in accordance with the most recent version of the standards specified in the Section VII. Technical Requirements, Part B, Section B.7.3. Inverters shall be fully certified for:*

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

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

*AND Declaration of 100% Compliance with requirements for compatibility and control as per Section VII. Technical Requirements, Part B, Section B.7.3.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Inverter manufacturer** |  | |  |
| **Model** |  | |  |
| **AC and DC ratings** |  | |  |
| **Brochure submitted** |  | |  |
| **Certifications required** | ***Submitted***  ***(certificate number)*** | ***Expiry date*** | ***Issuing accreditation body*** |
| *DIN VDE 0126-1-1 (2013):* |  |  |  |
| *VDE-AR-N 4105 (2019):* |  |  |  |
| *SunSpec Alliance Modbus* |  |  |  |
| **Declaration**  We hereby declare that the above-mentioned inverter is 100% in Compliance with requirements for compatibility and control as per *Section VII. Technical Requirements, Part B, Section B.7.3.,* and all sub-sections, including:   * Compatibility with the utility interface and anti-islanding * Automatic grid support, fault ride-through, voltage support, frequency support, and all withstand settings * Active power control * Dispatch control and response.   If found non-compliant at any stage, the components shall be replaced at no cost to the project. | | | |
| *Name:* | | *Signature:* | |

Form Tech-4: Medium Voltage Transformers, Protection and Switchgear

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

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

*AND a Declaration of 100% Compliance with requirements for hardware compatibility with FENAKA MV network as per Section VII. Technical Requirements, Part B.7.4 and Part D.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Component** | ***Manufacturer*** | ***Model number*** | ***Rating*** | ***Brochure*** |
| *Ring switch type 1* |  |  |  |  |
| *Ring switch type 2* |  |  |  |  |
| *Circuit breaker type 1* |  |  |  |  |
| *Circuit breaker type 2* |  |  |  |  |
| *Earth switch* |  |  |  |  |
| *Auxiliary power* |  |  |  |  |
| *MV metering* |  |  |  |  |
| *Step-up transformer* |  |  |  |  |
| *RMU Protection relays* |  |  |  |  |
| *RMU Control communication interface* |  |  |  |  |
| **Declaration**  We hereby declare that all MV componentry is 100% in Compliance with *Section VII. Technical Requirements, Part B, Section B.7.4. and Part D.3,* and all sub-sections, specifically noting:   * MV Switchgear *Section D.3.3* * Ring main units (RMU) *Section D 3.3* * MV metering *Section D.3.4* * Step-up transformer *Section D.3.5* * RMU protection: *Section D.3.6* * RMU communications *Section D.3.7* * Network extensions *Section D.10*   If found non-compliant at any stage, the components shall be replaced at no cost to the project. | | | | |
| *Name:* | | *Signature:* | | |

Form Tech-5: Other Requirements

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

*•* *PV system description, preliminary design of one of each PV plant of the type (i) LV connection box connected plant, (ii) LV transformer connected plant, and (iii) solar RMU connected plant, along with the single-line diagrams (showing PV modules, DC cabling, array junction boxes, inverters, DB’s and LV switchgear, AC cabling, (weather station if relevant), communications links, up to LV outgoer of PV plant).*

*•* *Interconnection single-line diagram for LV/MV networks, showing transformers, switchgear, cabling, earthing, metering, communications, (weather station if relevant) up to point of connection, and clearly showing for one of each site connection type comprising of (i) LV to connection box, (ii) LV feeder to existing transformer, (iii) LV feeder to new transformer including LV/MV switchgear; and (iv) Solar RMU connection including LV/MV switchgear each labelled with site name AND Declaration of 100% Compliance with requirements for compatibility with FENAKA LV/MV network as per Section VII. Technical Requirements, Part B.5. and Part D.*

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

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

* *Array structure proposal in draft confirming compliance with required minimum height, orientation and tilt requirements for all systems, as well as PV carrying capacity, and Declaration of 100% Compliance with requirements for foundation locations, tilt adjustment, glare etc as per Section VII. Technical Requirements, Part B.6 and Part E. and Table E.2.1.*

|  |  |
| --- | --- |
| **Declaration for array structures**  *We hereby declare all array structures 100% in Compliance with requirements for foundation locations, tilt adjustment, glare and carrying capacity as per Section VII. Technical Requirements, Part B.6 and Part E, and Table E.2.1,*  If found non-compliant at any stage, these shall be remedied at no cost to the project. | |
| *Name:* | *Signature:* |

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

Additional aspects proposed / submissions made beyond the requirements stated in this Form including aesthetics of design, and suitability for inhabited built environment will be considered for rated criteria evaluation.

Form Tech-6: Solar Data Analysis Report Information Sheet

*The resource data used for the analysis shall be the ESMAP data as provided part of the bid documentation in the data room.*

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

*(a) Evaluation of solar resource assessment supplied as part of the ESMAP solar measurement data.*

*(b) Analysis assumptions/parameters considered, which covers at a minimum the mismatch loss coefficient, soiling loss & heat-loss.*

*(c) Energy yield design calculations, using PV SystTM analysis for each solar PV plant (site) rated above 300 kWp (except all airport sites for which all the airport sites comprising of smaller PV arrays are required) for* ***first year of operation****, including:*

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

*(d) In case the Bidder proposes the usage of an alternative solar resource data for the optimization, a certified independent energy yield assessment shall be provided in addition to (c) based on the ESMAP solar irradiation dataset, and justify the proposed alternative data set.*

Form Tech-7: Subcontractors / Manufacturers

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

|  |  |  |
| --- | --- | --- |
| * + 1. ***Major Project Item*** | * + 1. ***Proposed Subcontractors / Manufacturers*** | * + 1. ***Nationality*** |
| * + 1. ***Engineering, Procurement and Construction Contactor (if any)*** |  |  |
| * + 1. ***Operations and Maintenance Contractor (if any)*** |  |  |
| * + 1. ***[Other] (if any)*** |  |  |

Form Tech-8: Site Organization

Site organization shall comply with local constrains (regulatory framework, environmental regulations, social interactions), technical requirements (areas needed, installation speed ratio to achieve, levelling and campaign preparations), and logistical issues (access, supplies).

The Seller shall identify different areas and prepare them before the beginning of the construction:

• Proposed organizational structure (org chart) of the project team with reflection of roles

• Storage area requirements (PV plant materials, machinery and equipment for installation)

• Proposed Facilities area and requirements

The Seller is responsible for the lay-down, size and levelling of those areas.

The Seller is responsible for the water supply, electricity supply, security during construction, test, and commissioning of the farm.

Additional aspects proposed / submissions made beyond the requirements stated in this Form will be considered for rated criteria evaluation.

*[For the purpose of the bidding, the Bidder is required to broadly describe the site organization covering the above key points, to the extent of site information available with this RFP. Bidder will be required to submit detailed site organization information during the contract stage and may be adjusted based on actual findings of the site by the Bidder. It is Bidder’s responsibility to verify the site conditions and do additional surveys where applicable, during contract stage, as the site information provided with this RFP is for guidance purposes]*

*[insert Site Organization information]*

Form Tech-9: Method Statement

The Seller shall develop a method statement for all studies, site campaign, handling operations. Each method statement shall include a risk assessment and shall be submitted before work commencement. All Health, Safety and Environmental guidelines shall be described. Any modification of a method statement shall be immediately submitted again, and no operation shall be started without Employer’s approval of the method statement or any changes thereto.

Following method statements are mandatory:

• Receipt and inspections of materials and equipment

• Logistics and material transfer to various islands

• Installation procedures

• Grid connection and tests

• Fire risks and firefighter access

• Maintenance requirements, strategy, plan and schedule for the structures, arrays and other key equipment

Method statement shall describe maximal conditions where operations are stopped.

Additional aspects proposed / submissions made beyond the requirements stated in this Form and the comprehensive of maintenance plan submitted as a part of this Form will be considered for rated criteria evaluation.

[*For the purpose of the bidding, the Bidder is required to broadly describe the approach of the*

*Method Statement covering the above key points, to the extent of Site information available with this RFP. Bidder, if successful, will be required to submit detailed Method Statements for key activities during the contract stage based on actual findings of the site by the Bidder. It is Bidder’s responsibility to verify the site conditions and do additional surveys where applicable, during contract stage, as the site information provided with this RFP is for guidance purposes*]

*[insert Method Statement]*

Form Tech-10: Mobilization Schedule

**Defines work order & construction equipment and material delivery for the different islands and associated sites**

*[For the purpose of the bidding, the Bidder is required to provide expected timelines (preferably*

*an indicative Gantt Chart), covering at a minimum the above key points, to the extent of site*

*information available with this RFP.*

Additional aspects proposed / submissions made beyond the requirements stated in this Form will be considered for rated criteria evaluation.

*[insert Mobilization Schedule]*

Form Tech-11: Construction Schedule

*The Seller shall define a construction planning considering procurement supply, interfaces*

*between phases, critical paths, and stakeholders. These should cover overall construction timelines covering key activities, at a minimum:*

*• Site specific surveys*

*• Specific studies required environmental, civil, electrical, etc.,*

*• Site preparation*

*• Actual assembly and construction/installation of key infrastructure items (i.e.- floating*

*system, PV & inverter systems, transmission cabling, transformers/substations,*

*interconnection, testing and commissioning, etc.).*

*• Interim tests schedules,*

*[For the purpose of the bidding, the Bidder is required to provide expected timelines (preferably*

*an indicative Gantt Chart), covering at a minimum the above key points, to the extent of site*

*information available with this RFP.*

*Bidder, if successful, will also be required to submit detailed Construction Schedule for key activities during the contract stage based on actual findings of the site by the Bidder.*

Additional aspects proposed / submissions made beyond the requirements stated in this Form will be considered for rated criteria evaluation.

*[insert Construction Schedule]*

Form Tech-12: Environment Social Management System of the Company

*The Bidder shall submit comprehensive and concise Environmental Social Management System of the company as required by ITB 11.2 (g) of the Bid Data Sheet. This shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Seller (as defined in the PPA), and its subcontractor. This shall include sustainability aspects in the procurement, deployment, and transfer of solar PV assets at the end of the PPA period.*

*In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in Section VII.*

Additional aspects proposed / submissions made beyond the requirements stated in this Form will be considered for rated criteria evaluation.

Form Tech-13: Independent Certifications for the Environment Social Management System

#### The Bidder shall submit Independent certifications (ISO 14001 or other equivalent, ISO 45001 or OHAS 18001 or other equivalent) obtained for the Environment Social Management as required by ITB 11.2 (g) of the Bid Data Sheet. Where certification is not available written commitment to obtain the certification prior to execution of Project Agreements must be provided.

**1. Attached are copies of original documents of**

|  |  |  |
| --- | --- | --- |
|  | Requirement | If another equivalent specify here |
|  | *ISO 14011* or other equivalent |  |
|  | *ISO45001, OHAS18001* or other equivalent |  |

**OR**

**2. Declaration of commitment to provide the above certification details**

|  |  |
| --- | --- |
| *We hereby commit to provide submit Independent certifications (ISO 14001 or other equivalent, ISO 45001 or OHAS 18001 or other equivalent) obtained for the Environment Social Management as required by ITB 11.2 (g) of the Bid Data Sheet details prior to execution of project agreement.* | |
| *Name:* | *Signature:* |

Form Tech-14: Draft Community Engagement Plan

#### 

#### The Bidder shall submit draft Community Engagement Plan indicating an approach for disseminating project information and establishing dialogues with the island community through training, employment opportunities, awareness programs, educational seminars for locals and others initiatives, as required by ITB 11.2 (g) of the Bid Data Sheet.

#### The plan should cover yearly activities that will be undertaken and should focus on all the island communities in which the project is implemented. For a minimum the plan should specify the following:

* Awareness/Educational activities that will be undertaken on a regularly basis in each of the islands in which the project is undertaken.
* Plan to engage local communities in employment, trainings and other project initiatives.
* Plan to disseminate project information to local communities.
* Schedule of implementation of the plan

Additional aspects proposed / submissions made beyond the requirements stated in this Form will be considered for rated criteria evaluation.

Code of Conduct for Project Personnel (ES) Form

**Note to the Bidder**:

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

**CODE OF CONDUCT FOR PROJECT PERSONNEL**

This Code of Conduct is part of our measures to deal with environmental and social risks related to the installation of **Lot 1: 2 MWp and/or Lot 2: 13 MWp *[modify as appropriate]*.** It applies to all our staff, labourers, and other employees at the Project Site or other places where the Project is being carried out. It also applies to the personnel of each contractor / subcontractor and any other personnel asissting us in the execution of the Project. All such persons are referred to as “**Project Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from the Project Personnel employed for the execution of installation and operation of the project at all project sites. This code of conduct should be incorporated to the contract documents of all personnel engaged in the project and signed by each individual.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Project Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety and well-being of other Project Personnel and any other person;
3. maintain a safe working environment including by:
   1. ensuring that workplaces, machinery, equipment, and processes under each person’s control are safe and without risk to health;
   2. wearing required personal protective equipment;
   3. using appropriate measures relating to chemical, physical and biological substances, and agents; and
   4. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Project or Employer’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Project Personnel or the project’s Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Project Social Expert with relevant experience in handling sexual exploitation, sexual abuse, and sexual harassment cases, or if such person is not required under the Project, another individual designated by the Project to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Project hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR PROJECT PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Project contact person(s) with relevant experience*] requesting an explanation.

Name of Project Personnel: [insert name]

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

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

Countersignature of authorized representative of the Bidder:

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

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

**DECLARATION OF BIDDER**

In case of winning the bid, we hereby commit to incorporate the requirements of this code of conduct to the contracts of all the employees that will be used for installation of**Lot 1: 2 MWp and/or Lot 2: 13 MWp *[modify as appropriate]***

Name:….....................................................................................................................................

Designation:…...........................................................................................................................

Signature & Company Stamp :…....................................................................................................

**ATTACHMENT 1:** Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors and behaviors constituting Sexual Harassment (SH)  
**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

1. **Examples of sexual exploitation and abuse** include, but are not limited to:

* A Project Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
* A Project Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* A Project Personnel rapes, or otherwise sexually assaults a member of the community.
* A Project Personnel denies a person access to the Site unless he/she performs a sexual favor.
* A Project Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

1. **Examples of sexual harassment** **in a work context**

* Project Personnel comment on the appearance of another project Personnel (either positive or negative) and sexual desirability.
* When a Project Personnel complains about comments made by another Project Personnel on his/her appearance, the other Project Personnel comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of a Project or Employer’s Personnel by another Project Personnel.
* A Project Personnel tells another Project Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Forced Labor Declaration

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFP No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternative No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

To:

**We, the undersigned, declare that, if awarded the Contract, we, including our Subcontractors and suppliers/ manufacturers, are required to comply with the contractual Forced Labor obligations. In this regard, we**:

1. accept that there will be no Forced Labor among the staff, employees, workers and any other persons employed or engaged by us;
2. accept that staff, employees, workers and any other persons employed or engaged, will be hired under employment conditions that meet the contractual obligations set out in the Contract;
3. will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels] [solar panel components]* obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ supplier/ manufacturer;
4. will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels] [solar panel components]*, that the Subcontractors/ suppliers/ manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their suppliers/ manufacturers of [solar panel][solar panel components];
5. will monitor our Subcontractors/ suppliers/ manufacturers of *[solar panels][solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
6. will require our Subcontractors to monitor their suppliers/ manufacturers of *[solar panels][solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
7. will require our Subcontractors/ suppliers/ manufacturers to immediately notify us of any incidents of Forced Labor;
8. will immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ suppliers/ manufacturers of *[solar panels] [solar panel components]*;
9. will include in periodic progress reports submitted in accordance with the contract sufficient details on our, including our Subcontractors/ suppliers/ manufacturers , compliance with Forced Labor obligations; and we
10. confirm that the Subcontractors/ suppliers/ manufacturers for *[solar panels][solar panel components]* for this contract are (or likely to be):

***[Provide each firm’s name, address, primary contact, e-mail address, and the link to the firm’s website]***

***OR***

confirm that you have not yet finalized the Subcontractors/ suppliers/ manufacturers of solar panels/components, but when known the firm/s name(s), address(es), primary contact(s), e-mail address(es) and web site link(s) will be provided to the Employer, prior to signing the contract, with documentation demonstrating compliance with forced labor obligations to the Employer for approval].

***THEN***

**If (c) above is applicable,** attach evidence of how these contract obligations are/will be made.

**If (d) above is applicable,** attach evidence of how these contract obligations are/will be made.

**If (e) above is applicable,** please attach evidence of how this monitoring/due diligence is/will be undertaken (such as your inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

**If (f) above is applicable,** please attach evidence of how this monitoring/due diligence is/will be undertaken by Subcontractors (such as their inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

**We declare all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.**

Name of the Bidder**\*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Form PER -1: Seller’s Representative and Key Personnel Schedule

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

**Seller’s Representative and Key Personnel**

|  |  |  |
| --- | --- | --- |
| **1.** | **Title of position:** Seller’s Representative | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Social Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Social Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[Design Engineer – Civil & Structural]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[Design Engineer – Electrical / Renewable power systems]* | |
| **Name of candidate** | |
| **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **7.** | **Title of position:** | *[Site supervisor – Civil/Constructions]* |
| **Name of candidate** |  |
| **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **8.** | **Title of position:** *[insert title]* | *[Site supervisor – Electrical]* |
| **Name of candidate** |  |
| **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **9.** | **Title of position:** *[insert title]* | *[PV Systems commissioning engineer]* |
| **Name of candidate** |  |
| **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Form PER-2: Resume and Declaration Seller’s Representative and Key Personnel

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

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

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

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

**Declaration**

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

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

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

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

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

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

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

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

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

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

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

Bidder’s Qualification

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

|  |
| --- |
| **INSTRUCTIONS TO BIDDERS**  **For the Bidding Forms provided in this section:**   1. **If the bidder is bidding only for Lot 1, all the bidding forms are to be filled up and submitted only for Lot 1.** 2. **If the bidder is bidding only for Lot 2, all the bidding forms are to be filled up and submitted only for Lot 2.**   **However, if the bidder is bidding for both the lots, please note:**   1. **The bidder needs to submit one set of forms ensuring qualification requirements stated for Lot 2** 2. **In case, the bidder qualifies for Lot 2, it would be considered eligible for Lot 1 as well.** 3. **In such a case, bidders need to provide price bids for Lot 1 and Lot 2 separately (as indicated in the Letter of Bid).** |

Form ELI -1.1: Bidder Information Form

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

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of   Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4   In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1   In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.  3. Attached is the copy of the original document of Code of Conduct applicable for all Personnel |

Form ELI -1.2: Bidder's JV Information Form  
(to be completed for each member of Bidder’s JV)

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

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

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

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

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

Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

Form CON – 5: Forced Labor Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture, each Subcontractor/ supplier/ manufacturer providing solar panels and/or solar panel components proposed by the Bidder]*

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

|  |
| --- |
| **Forced Labor Performance Declaration**  **in accordance with Section III, Evaluation and Qualification Criteria** |
| **We:**   (a) have not been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. *[ if (a) is declared, state N/A for (b) below]*   (b) have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Details are provided below:   |  |  |  |  | | --- | --- | --- | --- | | *Year* | *Contract Identification* | *Name of Employer* | *Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security* | |  |  |  |  |      (c) [*If (b) above is applicable, attach evidence demonstrating that adequate capacity and commitment to comply with Forced Labor obligations.]* |

**We declare that all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.**

Name of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Bidder/ JV member/ Subcontractor / supplier / manufacturer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of the person signing on behalf of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer \_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Countersignature of authorized representative of the Bidder (for forms submitted by a JV member, Subcontractor/ supplier/ manufacturer):

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

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

Form FIN – 3.1: Financial Situation and Performance

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

**1. Financial data**

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

\*Refer to ITB 15 for the exchange rate

Net worth = Total Assets – Total Liabilities

**2. Financial documents**

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

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

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

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

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

 Attached are copies of financial statements[[17]](#footnote-18) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN – 3.2: Average Annual Turnover

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

|  |  |  |
| --- | --- | --- |
| **Annual turnover data** | | |
| Year | Amount and Currency | US$ equivalent\* |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \*\*Average Annual Turnover | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\* Refer ITB 15.1 for date and source of exchange rate.

\*\* Average Annual Turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, 3. Evaluation Criteria, Sub-section 3.2 “Average Annual Turnover”

Form FIN – 3.3: Financial Resources

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of any ongoing contractual commitments, available to meet the total cashflow demands of the subject contract or contracts as indicated in Section III, 3. Evaluation, Sub-section 3.3 “Financial Resources”

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

\* Refer ITB 15.1 for date and source of exchange rate.

Form EXP - 4.1(a): Specific Experience – in “Developing Projects”

***"Developing Projects" (floating/ground mounted/rooftop projects) in the solar energy industry means successful commissioning of a project and declaring commercial operation, in which the Applicant – (i) was an EPC contractor; or (ii) held an equity stake of not less than [26] % at the time of declaring commercial operation; or (iii) The Applicant developed the project on their own balance sheet.***

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

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

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

\* Refer ITB 15.1 for date and source of exchange rate.

Form EXP - 4.1(a) (cont.): Specific Experience (cont.)

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

Form EXP - 4.1(b): Specific Experience in Managing ES aspects

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

|  |
| --- |
| Form of Bid Security - Demand Guarantee |
| INSTRUCTIONS TO BIDDERS (*DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*)   1. Bidders to provide a single bid security for the amount indicated in BDS 19.1 if bidding for only one Lot 2. Bidders to provide two separate bid securities for the amounts indicated in BDS 19.1 if bidding for both lots. |

**Beneficiary:** Ministry of Finance

**Request for Proposals No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Proposals No. \_\_\_\_\_\_\_\_\_\_\_ (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_  (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant’s Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s Bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)sixty days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

Letter of Bid - Financial Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

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

**Request for Proposal No**.: [*insert identification*]

**Alternative No.**:[*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Employer*]**

***[delete as appropriate if bidding for a single Lot]:***

**Lot 1: Installation of 2 MWp Grid-tied Solar Photovoltaic System** in L. Hithadhoo, L. Kunhandhoo, L. Maabaidhoo, L. Maamendhoo, L. Maavah, and L. Dhanbidhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

and/or

**Lot 2: Installation of 13 MWp Grid-tied Solar Photovoltaic System** in L. Isdhoo, L. Kalaidhoo, L. Fonadhoo, L. Gan, Lh. Naifaru, GA. Villingili, and Sh. Funadhoo under Design, Build, Finance, Own, Operate, and Transfer Basis

We, the undersigned, hereby submit the second part of our Bid, the Bid Tariff. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

1. **Bid Validity**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Bid Tariff:** The Tariff of our Bid, in US cents/kWh and quoted up to 3 decimal points is:

***[delete as appropriate if bidding for a single Lot]:***

**Lot 1:** Bid Tariff for the duration of **20 years** is: [*insert the tariff in words and figures*], and the tariff will be a fixed tariff for the project duration.

**Lot 2:** Bid Tariff for the duration of **20 years** is: [*insert the tariff in words and figures*], and the tariff will be a fixed tariff for the project duration.

1. **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

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

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

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

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

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

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

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

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

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

Section V - Eligible Countries

**Eligibility for the Provision of Goods, Works, and Non Consulting Services in   
Bank-Financed Procurement**

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

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

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

Section VI - Fraud and Corruption

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[18]](#footnote-19) (ii) to be a nominated[[19]](#footnote-20) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[20]](#footnote-21) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Employers’ Requirements

|  |
| --- |
| Section VII – Technical Requirements |

Contents

[Scope of Works 172](#_Toc135225712)

[Specification 173](#_Toc135225713)

[Environmental and Social (ES) requirements 174](#_Toc135225714)

[Contractor’s Representative and Key Personnel 182](#_Toc135225715)

[Drawings 183](#_Toc135225716)

[Supplementary Information 184](#_Toc135225717)

PART 3 – Project Agreements and Contract Forms

|  |
| --- |
| Section VIII - Contract Forms |

Table of Forms

[Notification of Intention to Award 134](#_Toc162363450)

[Beneficial Ownership Disclosure Form 138](#_Toc162363451)

[Letter of Acceptance 140](#_Toc162363452)

[FORM OF CONSTRUCTION SECURITY 141](#_Toc162363453)

[Environmental, Social, Health, and Safety (ESHS) Performance Security 145](#_Toc162363454)

Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]***

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

For the attention of Bidder’s Authorized Representative

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

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

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

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

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

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

**Notification of Intention to Award**

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| **Name:** | *[insert name of successful Bidder]* |
| **Address:** | *[insert address of the successful Bidder]* |
| **Bid Tariff:** | *[insert Bid Tariff of the successful Bidder]* |
| **Total combined score:** | *[insert the total combined score of the successful Bidder]* |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Bidder** | **Technical Score** | **Bid Tariff** | **Evaluated Tariff (if applicable)** | **Combined Score** |
| *[insert name]* | *[insert Technical score]* | *[insert Bid price]* | *[insert evaluated cost]* | *[insert combined score]* |
| *[insert name]* | *[insert Technical score]* | *[insert Bid price]* | *[insert evaluated cost]* | *[insert combined score]* |
| *[insert name]* | *[insert Technical score]* | *[insert Bid price]* | *[insert evaluated cost]* | *[insert combined score]* |
| *[insert name]* | *[insert Technical score]* | *[insert Bid price]* | *[insert evaluated cost]* | *[insert combined score]* |
| *[insert name]* | *[insert Technical score]* | *[insert Bid price]* | *[insert evaluated cost]* | *[insert combined score]* |

1. **Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]***

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

1. **How to request a debriefing**

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

1. **How to make a complaint**

|  |
| --- |
| DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, ***[insert date]* (local time)**.  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III). |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension. |

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

On behalf of the Employer:

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

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

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

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

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

Beneficial Ownership Disclosure Form

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

* *directly or indirectly holding 25% or more of the shares*
* *directly or indirectly holding 25% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFP No.:** [*insert number of RFP process*]

**Request for Proposal No**.: [*insert identification*]

To: **[*insert complete name of Employer*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares  (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder  (Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

**Name of the Bidder**: \*[*insert complete name of the Bidder*]\_\_\_\_\_\_\_\_\_

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

.

Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

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

You are requested to furnish (i) the Performance Security and an Environmental, Social, Health, and Safety Performance Security within 60 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section VIII, Contract Forms, of the bidding document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Project Agreements**

|  |
| --- |
| FORM OF CONSTRUCTION SECURITY |

Ministry of Climate Change, Environment and Energy

Attention: Mr. [●]

**WHEREAS:**

1. The Government (as defined in the PPA), with support from the Clean Technology Fund, International Development Association, Multilateral Investment Guarantee Agency and Asian Infrastructure Investment Bank has initiated a program called Accelerating Renewable Energy Integration and Sustainable Energy (ARISE) for inviting private sector generators to develop solar PV projects in Maldives on a DBFOOT (i.e. design, build, finance, own, operate and transfer) basis. The electrical energy generated from such projects is proposed to be purchased by FENAKA Corporation Limited, a company incorporated and existing under the laws of the Republic of Maldives (“FENAKA”).
2. The Government invited bids vide an RFP dated [●]. [●], a [limited liability company] organized and existing under the laws of [●], with its principal office located at [●] (“Seller”), has been selected by the Government vide [Letter of Acceptance], dated [●] to develop a floating solar PV power project.
3. Seller and the Government entered into an Implementation Agreement dated [●] (“the Implementation Agreement”), whereby Seller has agreed to develop the Project (as defined in the PPA) and under a power purchasing agreement (“PPA”) between the Seller and FENAKA dated [●] Seller has agreed to sell and deliver to FENAKA, and FENAKA has agreed to purchase and accept from Seller, the electric energy produced by the Project.
4. Pursuant to the terms and conditions of the Implementation Agreement, the Seller is required to furnish a performance bank guarantee of amount aggregating to USD [●] to secure the Seller’s obligation under the Implementation Agreement.
5. We, ……………… through our Branch at ……………………………..(the **“**Bank**”**) have agreed to furnish this Performance Bank Guarantee (“Guarantee”).
6. This Guarantee is being issued for a sum of USD [●] (“Guarantee Amount”).

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

* 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of all the Seller’s obligations under the Implementation Agreement including, without limitation, the obligation to achieve the Commercial Operation Date (as defined in the PPA) by the Scheduled Commercial Operation Date (as defined in the PPA), and agrees and undertakes to pay to the Government, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Seller, such sum or sums up to an aggregate sum of the Guarantee Amount as the Government shall claim, without Government being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
  2. A letter from Ministry of Finance of the Government, under the hand of an officer not below the rank of [●], that the Seller failed to meet its obligations under the Implementation Agreement and has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Implementation Agreement, shall be conclusive, final and binding on the Bank. The Bank further agrees that the Government shall be the sole judge as to whether the Seller is in default in due and faithful performance of its obligations under the Implementation Agreement and its decision that the Seller is in default shall be final, and binding on the Bank, notwithstanding any differences between the Government and the Seller, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Seller for any reason whatsoever.
  3. In order to give effect to this Guarantee the Government shall be entitled to act as if the Bank were the principal seller and any change in the constitution of the Seller and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
  4. It shall not be necessary, and the Bank hereby waives any necessity, for the Government to proceed against the Seller before presenting to the Bank its demand under this Guarantee.
  5. The Government shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Implementation Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Seller contained in the Implementation Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Government against the Seller and either to enforce or forbear from enforcing any of the terms and conditions contained in the Implementation Agreement and/ or the securities available to the Government, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Seller or any other forbearance, indulgence, act or omission on the part of the Government or of any other matter or thing whatsoever which under any law in relation to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
  6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Government in respect of or in relation to the Implementation Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Seller under the Implementation Agreement.
  7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until *[insert a date falling on 190th day from the Scheduled Commercial Operation Date]* and unless a demand or claim in writing is made by the Government on the Bank under this Guarantee, on the date of expiry of this Guarantee, all right of the Government under this Guarantee shall be forfeited any the Bank shall be relieved from its liabilities hereunder.
  8. The Bank undertakes not to revoke this Guarantee during the term it is in force, except with the previous express consent of the Government in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
  9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be demand to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Ministry of Finance of the Government that envelope was so posted shall be conclusive.
  10. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this …….. day of ……., 20…… at

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

The BANK by:

(Signature)

(Name)

(Designation)

(Address)

**NOTES:**

1. The Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone and other details of the Head office of the Bank as well as issuing Branch should be mentioned on the covering letter of issuing Branch.

|  |
| --- |
| Environmental, Social, Health, and Safety (ESHS) Performance Security |

**ESHS Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of* Employer*]*

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

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

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

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[21]](#footnote-22)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[22]](#footnote-23)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

|  |
| --- |
| Section IX – Project Agreements |

The selected bidder will be required to enter into the following Project Agreements and these shall be available along with the Bidding Document for bidders’ review.

* Power Purchase Agreement (PPA);
* Implementation Agreement (IA);
* License Agreement (LA); and
* Escrow Agreement (EA).

1. An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-2)
2. calculated as DC Capacity (proposed) multiplied by CUF (proposed) multiplied by 24 hours multipled by 365 days. [↑](#footnote-ref-3)
3. calculated as Fixed Energy for first year (kWh), divided by the Bidder’s proposed DC capacity divided by 24 hours divided by 365 days [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-6)
6. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-7)
7. The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid. [↑](#footnote-ref-8)
8. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-9)
9. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-10)
10. Bidders can submit other generally acceptable substitute documents used in their respective countries. However, any substitute document, at a minimum, should be accompanied by an OFFICIAL (signed and stamped) statement, letter or certificate stating the following by an INDEPENDENT accounting and/or audit firm. “In our opinion, the accompanying financial statements present fairly, in all material respects, (or give a true and fair view of) the financial position of the Company as at December 31, 20XX (or date of financial year ended), and (of) its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRSs) (and/or the laws and regulations of the country at which the entity is registered).” Furthermore, the accounting and/or audit firm should also express their opinion for the entity as a Going Concern." Only Management Accounts are not acceptable. [↑](#footnote-ref-11)
11. "Developing Projects" (floating/ground mounted/rooftop projects) in the solar energy industry means successful commissioning of a project and declaring commercial operation, in which the Applicant – (i) was an EPC contractor; or (ii) held an equity stake of not less than [26] % at the time of declaring commercial operation; or (iii) The Applicant developed the project on their own balance sheet. [↑](#footnote-ref-12)
12. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. [↑](#footnote-ref-13)
13. Substantial completion in this case shall be successful commissioning of a project and declaring commercial operation. [↑](#footnote-ref-14)
14. For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant’s share, by value, and role and responsibilities shall be considered to meet this requirement. [↑](#footnote-ref-15)
15. calculated as Stated DC Capacity (proposed) multiplied by Stated CUF (proposed) multiplied by 24 hours multipled by 365 days. [↑](#footnote-ref-16)
16. calculated as Fixed Energy for first year (kWh), divided by the Bidder’s proposed DC capacity divided by 24 hours divided by 365 days [↑](#footnote-ref-17)
17. If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified. [↑](#footnote-ref-18)
18. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-19)
19. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-20)
20. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-21)
21. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-22)
22. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-23)