



**Ministry of Finance**  
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**CLARIFICATION 1**

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ނަންބަރު No:	TES/2024/G-004	
ޕްރޮޖެކްޓް Project:	Installation of 15 MWp Grid-tied Solar Photovoltaic System 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	
އިއުއިޔުކްޓު Issued Date:	13 <sup>th</sup> October 2024	
ސަވަބް ޖަވާބު ސަވަބް No. of Pages: - 12	ޖީ.އެލް.އެސް. BoQ: -00	ޑްރޯޕިންގް Drawings: -00

Please include this amendment when submitting the bid. ސަވަބް ޖަވާބު ސަވަބް 1 ސަވަބް ޖަވާބު ސަވަބް 1 ސަވަބް ޖަވާބު ސަވަބް 1 ސަވަބް ޖަވާބު ސަވަބް 1

➤ **Answers for the are attached with this Clarification.**

ނަންބަރު Name: <b>Fathimath Rishfa Ahmed</b>	ސަވަބް ޖަވާބު ސަވަބް ޖަވާބު Signature: 
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Sl. No.	Reference	Bidder's Clarification	Response
1	-	May I know if there are special requirements or qualifications for foreign companies to join and if Chinese suppliers are allowed to join it.	This project is being procured based on international competitive bidding and foreign companies (subject to the requirements in Section V - Eligible Countries) are allowed to participate. For further details, refer to Section I - ITB 4, Section II - BDS, and Section V - Eligible Countries.
2	-	How long is the operation period for this project?	The operation period for this project is 20 years from the Commercial Operation Date.
3	-	Will the financing be solely responsible to the bidder or will there be a possibility of IFC lending arrangement?	The responsibility of financing the project will rest solely with the Bidder. The Winning Bidder will have the option to opt for debt financing from IFC, subject to IFC terms and conditions.
4	-	Will there be a guarantee scheme of PPA from the World Bank as well?	This sub-project has been approved under the World Bank ARISE project and the risk mitigation mechanisms have been developed in partnership with the GoM, such as: 1) Payment security through escrow account with replenishment guarantee 2) Termination payment guarantee by Government of Maldives for off-taker default; complemented by optional MIGA guarantee for aspects such as Project Based Payment Guarantee, Political Risk Guarantee, Credit Guarantee, etc. 3) Tariff buy-down in the form of a one-time capital subsidy  Bidders are requested to refer the bid documents and project agreements for more details.
5	-	Purchase Price: What is the per-unit purchase price for these projects?	This project is based on PPA framework wherein the per-unit purchase price (fixed USD cents / kWh for a period of 20 years) is a bidding parameter as part of the price bid.
6	-	Ownership Duration: For how many years will the project investors own these projects?	This project is being procured on DBFOOT basis which requires the bidders to own and operate the project for a period of 20 years from the Commercial Operation Date. Upon the expiry of the contract term of 20 years, Bidder shall at its own cost, and at the option of FENAKA either (i) transfer to FENAKA the facilities that FENAKA wishes to acquire at no cost, or (ii) decommission the facilities that FENAKA does not wish to purchase. Please refer to Article 2 of the Power Purchase Agreement for more details.
7	General	Please confirm frequency requirement and limits	Frequency withstand capabilities and other grid support functions have been detailed in Clause D.5 of Section VII - Technical Requirements of the RFB.



8	General	Details of Capacity utilisation factor	Please refer to Table 2 for the definition of CUF for this project and Table 6 of Section VII - Technical Requirements for more details. Further, Helioscope based assessment of the sites is provided in the data room along with indicative CUF.
9	General	Risk in case stormy days / less sunlight in any particular days , any mitigation with respect to Power purchase agreement	The CUF in the PPA is lower than the weighted average CUF calculated using helioscope analysis, which in turn account for weather variation using TMY data. Bidders may conduct their own simulations using independent Solar data as well. So no further compensation is provided. Risk for plant underperformance lies with the Developer.
10	General	Any Specification of meters, is approval to be taken	Specifications for meters are provided under Clause D.3.4 and D.4.2 of Section VII - Technical Requirements of the RFB. Approval is required from URA and FENAKA.
11	General	Transformer will be of oil filled / specifications is required moisture absorption unit also ?	Bidders are required to comply with the key requirements for Transformers as required in D.3.5 of Section VII - Technical Requirements of the RFB
12	Tender clause : Mounting structures ( In all locations where ever applicable ) : As said in tender , spaces bellow Solar power plant is being used for various economic, social and recreational activities such as operation of market stalls, vehicle parking, assembly space for community functions etc.	If damages arise due to human error, machinery, vehicles, etc., we request 100% of the repair or replacement costs, as well as any generation losses incurred until the system is restored to its original condition to be reimbursed by FENAKA Corporation within 15 days of the claim.	Maintenance of the system for the PPA period of 20 years would be the sole responsibility of the winning bidder accounting for all necessary provisions and situations. Further the Bidder is also required to procure Commercial General Liability Insurance and Comprehensive "All Risks" Insurance for the facilities at its own cost for coverage in case of unforeseen events. Bidder to refer to PPA and License Agreement for more details.
13	Tender clause : Project Duration: The Bidder, if selected, will be required to commission the project by the Scheduled COD, i.e. within twelve (12) months of the Contract Date (as defined in the PPA), unless otherwise determined during the PPA & IA negotiations stage	We request Project duration to be made 20 to 24 months instead of 12 months due to climatic conditions, shipping lead-time, space constraints, specialized work force / Machineries etc.	This can be taken up during contract negotiation of PPA, and subject to approval from the World Bank. For the purpose of bidding this shall remain the same.



14	Tender clause : Night time lighting to be provided under array ( where ever applicable )	Please indicate the Lux level	Bidders are required to comply with the below lighting requirements: 1. Arrays for recreational and public walkways: 5-7 lux 2. Carport arrays: 10 lux 3. Roadways and motorway arrays: retain existing streetlighting level: [guidance 0.75 maintained luminance] refer : Streetlighting Design: BS-EN 5489-1: Design of Road lighting: Part 1 – Code of Practice
15	Tender clause : Park benches to be provided for the park location (Where ever applicable )	Hope 1 number is sufficient for costing purpose; else please suggest the quantity, location, model type etc.	Bidder to note that the final requirements for these additional design elements can be based on consultation with the members of the respective Island Council and proposed under final Community Engagement Plan. No major cost implication is expected due to the addition of benches.
16	Tender clause : MV Cables : D.10.1 Scope Matrix	This supplies and laying is a part of FENEKA Corporation, Please confirm	The responsibility for supply and laying of cables is on the winning bidder. In case of Lot 1, there is no MV cabling requirement for the Bidder and the same will be undertaken either by FENAKA or under a separate contract. For Lot 2, the MV cabling requirement is site specific and is mentioned in Part C of Section VII - Technical Requirements of the bid documents. Bidders are requested to refer to the bid document and Masterlist file (in the data room) for more details.
17	Tender clause: Network extensions: D:10 : In certain instances, the installation of the PV plant shall also require LV network reinforcements and extensions, transformer and switch gear, and MV lines laying which shall become included within the scope of works. In these cases, the interconnections themselves and required studies shall also form the scope.	Network extensions if any in LV or MV side, please indicate the locations or provide SLD to consider our costing accordingly. We will also look for options to collect the needed data's.	Please refer to the dataroom, and specifically the file "MasterList and GU plus feeders". The estimates for each site has been provided, which was also demonstrated extensively during pre-bid meeting.  SLD's are also provided with markup of new / reinforced LV lines.  Note the above are best possible estimates, and bidders are responsible for any deviations from these estimates.



18	Tender clause : Public / private owned vegetation: In locations where ever applicable	As the project duration is short, we request FENAKA Corporation to do the ROW issues, Compensation settlement etc.	Site clearing works is a part of the project developers scope of work. Bidders can refer to the location maps to assess the number of trees / palms at individual sites. Compensation is to be paid only for "privately owned coconut palms / trees" in these plots. Such vegetation is present for some sites of Isdhoo, Maabaidhoo, Kalaidhoo and Fonadhoo. We have not recieved the exact figures for all islands and this will need to be finalized in consultation with the island councils during project implementation stage. As a reference, Bidders can consider a range not exceeding 700 - 1000 MVR for a mature coconut palm / tree. Eg: For the plot of Maabaidhoo, the island council has quoted 22,000 MVR for the 22 coconut palms at the site.
19	Tender clause : Removal / Relocation of Palm / coconut trees/ other trees in locations where ever applicable	As the project duration is short, we request FENAKA corporation to do Removal / Relocation, Compensation settlement etc.	Site clearing works is a part of the Bidders scope of work. Bidders can refer to the location maps to assess the no of trees/palms at individual sites. Compensation is to be paid only for "privately owned coconut palms/trees" in these plots. Such vegetation is present for some sites of Isdhoo, Maabaidhoo, Kalaidhoo and Fonadhoo. We have not recieved the exact figures for all islands and this will need to be finalized in consultation with the island councils during project implementation stage. As a reference bidder can consider a range not exceeding 700-1000 MVR for a mature coconut palm/tree. Eg: For the plot of Maabaidhoo, the island council has quoted 22,000 MVR for the 22 coconut palms at the site.
20	Tender clause : Road cutting: Where ever applicable during LV cable laying	Necessary permits and coordination shall be done by FENEKA corporation where as physical works shall be done by the agency including its back filling and compaction. Final road relaying and tar coating shall be done by FENEKA Corporation	Permits will be facilitated by MCCEE/FENAKA but all works related to road cutting (where required) shall be within the scope of the Bidder. However, no major road cutting requirement is expected. Bidders are requested to carefully consider the information provided on each site, to assess the level of effort required for the purpose of assessing costs.
21	-	Solar PV and other materials procured will have duty exemption.	As indicated in Section II - BDS ITB 14.6, all imported items under the contract for this tender under the ARISE project will be eligible for duty exemption except administrative fees, taxes associated with import, logistics, installation, etc. Bidder is requested to refer to the Maldives Customs Services and Utility Regulatory Authority website for further details.
22	Section III - Evaluation and Qualification Criteria, RFB	Please confirm if there are restrictions on the type of grid-connected solar system references, i.e. if systems connected to Maldivian resort island grids are OK as reference	All grid-connected solar PV systems are eligible without any particular restrictions.



23	Section II - Bid Data Sheet, RFB	Could you please clarify the JV composition with regards to equity shareholdings for each entity? is there a mandatory 51% shareholding requirement for one of the entities as a major shareholder or the composition arrangement is flexible and at the mandate of the shareholders to decide?	Kindly refer BDS ITB 4.1 (b) and Clause 17.1 (c) of the PPA)
24	Section II - Bid Data Sheet, RFB	Security deposit - it has to be in the form of bank guarantee? From which country? In case of JV where there is local firm and Malaysian member, does the Malaysian provide BG to local firm and then local firm provides whole BG?	Details regarding the bid securities are stated under Clause 19 of ITB and BDS. Bidders are required to follow the instructions mentioned and submit accordingly.
25	C.2.4 Considerations for aesthetics, PART 2 – Employer's Requirements	<p>It is also recommended for the solar PV developer to take in to consideration these sorts of value-added amenities and upgrades for the sites and deliver such as part of the CSR activities under the community engagement plan required for the project. This can include providing benches and bike locking facilities for areas such as parks, harbours and school proximity sites, paving the PV installation areas specially areas designated for parking etc.</p> <p>Q: The above description is only a suggestion and is not mandatory in the proposal? We think the bidder's proposal on the content of this part will be evaluated during the bid evaluation process in Environment and Community Plan. Is that right? Is there a certain reference standard for the funds invested by bidders in this part?</p> <p>Thanks!</p>	Please refer to BDS ITB 32.2 for the scoring on Rated Criteria. Both the consideration for aesthetics of the Array Structure AND the interface with community vis-a-vis the benches, lighting and other aspects in the Community Engagement Plan are scored. Thus the vision presented in the bid is important and Bidders are required to comply accordingly.



26	C.3.1.2.1.L.Maabaidhoo, PART 2 – Employer’s Requirements	<p>This site has publicly owned coconut palms and compensation should be paid.</p> <p>Q: The project implementation involves site cleanup and asset compensation. What is the compensation standard? In addition to coconut trees, are there other assets involved in compensation? Please briefly describe the types of assets and compensation standards.</p> <p>Thanks!</p>	<p>Site clearing works is a part of the project developers scope of work. Bidders can refer to the location maps to assess the number of trees / palms at individual sites. Compensation is to be paid only for "privately owned coconut palms / trees" in these plots. Such vegetation is present for some sites of Isdhoo, Maabaidhoo, Kalaidhoo and Fonadhoo. We have not recieved the exact figures for all islands and this will need to be finalized in consultation with the island councils during project implementation stage. As a reference, Bidders can consider a range not exceeding 700 - 1000 MVR for a mature coconut palm / tree. Eg: For the plot of Maabaidhoo, the island council has quoted 22,000 MVR for the 22 coconut palms at the site.</p>
27	In worksheet named Masterlist and GU plus feeders.xlsx	<p>Column M in the sheet lists the value, named RFP Indicated Fixed Energy for 1st year (kWh).</p> <p>Q1: Is this quantity the mandatory required minimum value of power generated in the first year at the corresponding location?</p> <p>For example, 426,524kwh is the minimum power generation quantity requirement in the first year for all power plants built in L. Hithadhoo. Is that right?</p> <p>Q2: Is this quantity the maximum amount that the buyer commits to purchase in full? In other words, if the amount is lower than this value, the buyer will commit to buy all of it, and if the amount is higher than this value, the buyer is not obligated to buy any excess energy, is that right?</p> <p>Thanks!</p>	<p>Q1. The stated energy requirement in each island (in this case L. Hithadhoo with RFP Indicated Fixed Energy for first year requirement of 426,524 kWh) is the load limit set based on electricity consumption limit for the island. For each island and the project as a whole, Bidders can propose the capacity and CUF such that the RFP Indicated Fixed Energy for 1st year (kWh) for each island are within the limits as stated in RFB. Bidders have the option to ensure optimal DC/AC ratio, CUF levels and optimal utilization of space on each site, subject to the Fixed Energy for 1st year (kWh) limits. (Refer Cl. C.1. of Section VII - Technical Requirements, Part 2 of the RFB)</p> <p>Q2. Bidder's understanding is correct.</p>



28	In worksheet named Masterlist and GU plus feeders.xlsx	<p>Column K in the sheet lists the value, named Max DC capacity  Q1: Is this quantity the maximum DC capacity installation limitation at the corresponding location?</p> <p>For example, 300kwp is the maximum DC capacity installation limitation at the corresponding location L. Hithadhoo. Is that right?</p> <p>Thanks!</p>	<p>Yes, Bidder's understanding that 300kWp is the maximum DC capacity for L. Hithadhoo island is correct. However, please note that each island has multiple sites and Bidders have the flexibility to optimize the maximum DC capacity installation at the site level to meet the island level energy requirement. Bidder's are free to make their own assessments for the same.</p>
29	ITB 40.1, J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	<p>The weight to be given for Bid Tariff is: 0.9</p> <p>Q: In the comprehensive evaluation of the bid, the technical part accounts for 10% of the weight, and the commercial part accounts for 90% of the weight. Is that right?</p> <p>Thanks!</p>	<p>Yes, Bidder's understanding is correct.</p>
30	General	<p>: During the construction and operation of the project period, will the purchase of any transportation vehicles, equipment and vessels used for the project enjoy tax exemption policies?</p> <p>Thanks!</p>	<p>If the Bidder intends to purchase transportation vehicles, equipment, and vessels with the purpose of utilizing the vehicle for the entire project duration, the vehicles / equipment / vessel may be considered as a part of the project and will be eligible for duty exemption. However, if the Bidder intends to use the vehicle / equipment / vessel only for construction and will re-export the vehicle / equipment / vessel post construction, Bidders are required to follow the specific procedure laid out by the Maldives Customs Service (<a href="https://www.customs.gov.mv/">https://www.customs.gov.mv/</a>) for the same. Bidder to refer to the website of Maldives Customs Service for more details.</p>
31	General	<p>Q: If there is vacant land near the project site, can it be used to build our temporary camp for security and temporary accommodation and office for project construction personnel, as well as temporary storage facilities?</p> <p>Thanks!</p>	<p>Any storage space requirements beyond what is already provided as per the RFB will have to be requested by the Bidder from the Island Council and will have to be arranged at the Bidder's own cost.</p>





32	General	Q: Does the project bidding registration require all members of the consortium to register, or can one member complete the registration and participate in the bidding?	For the purpose of registration, one member of the JV can complete the registration and submit the bid. In such a case, the member that has completed the registration is required to inform the National Tender of Ministry of Finance by email regarding their intention to submit the bid as a JV including the names of the JV members. Further, details on the JV and other submission requirements as per the RFB will have to be provided for each member of the JV as part of Bid Submission. Bidders are requested to refer to ITB BDS for more details.
33	General	During the bidding stage, must the bid bond be issued in the name of the consortium? Can a full bid bond be issued by a single member? Or does it require each member to issue their own bond based on the joint venture ratio?  Thanks!	Details regarding the bid securities are stated under Clause 19 of ITB and BDS. Bidders are required to follow the instructions mentioned and submit accordingly.
34	4.6 Deemed Generation Charges , POWER PURCHASE AGREEMENT (PPA)	provided that no Deemed Generation Charges shall be due in any given year unless and until the cumulative duration of the Curtailments in such year exceed one hundred and fifty (150) Daylight Hours. Provided further that, the Deemed Generation Charges for any given year shall be due and payable only for the number of hours in excess of one hundred and fifty (150) Daylight Hours;  Q : Here it mentions 150 daylight hours. What is a daylight hour? Is there a certain standard to determine it, such as light reaching 200w/m2?	Daylight Hours have been defined as the twelve (12) hour period beginning at 6:00 a.m and ending at 18:00 hours the same day, Maldivian time. (Refer Article 1 "Definitions and Interpretations" of the Power Purchase Agreement)
35	-	Please share the details of PMC	Bidder's query is not clear.



36	-	Please clarify regarding Generation Guarantee (PR Percentage or CUF Percentage)	<p>Bidder to note that the First Year Generation (kWh) requirements are already stated for each island in the RFB (refer Part C.1. Section VII - Technical Requirements, Part 2 of the RFB). During bid submission Bidders propose their combination of DC capacity and CUF values that can meet the required kWh together with plant degradation factors. Accounting these parameters Generation Guarantee for subsequent years shall be calculated and recorded as per Schedule 3 of the PPA. Indicative PR provided from Helioscope simulations (for most sites) together with Performance tests will be used to verify the guaranteed energy and CUF quoted by bidders.</p> <p>In case of need for shorter duration performance tests (rather than wiat an entire year for annual CUF), then temperature adjusted PR test results may be used to estimate CUF for the year.</p>
37	-	Interested to do site visit, please advise	Bidders can request for site visit to the National Tender of Ministry of Finance. Such site visits will be at the Bidder's own cost.
38	-	This project Split into 2MWp and 13 MWp, Will there be separate PPA for each Atolls or site?	There will be separate PPAs for the two Lots - Lot 1 (2 MWp) and Lot 2 (13 MWp), but not separate PPAs for each atoll or site.
39	-	Are the PV Array structure details available for each installation site? If yes, please provide.	Bidder is requested to refer to Section VII Technical Requirements of the RFB and the data room for details.
40	-	Tariff quoted in USD, paid in Rufiya equivalent. Can we repatriate the revenue in USD?	Invoice payments will be in Maldivian Rufiya (MVR) equivalent of the Bidder's USD denominated tariff. Subsequent conversion to USD for repatriation is the responsibility of the Bidder however certain provisions for support have been made available. Bidder is requested to refer to the Implementation Agreement for details on the same.
41	-	Bid security required for 2 MWp = USD 20,000 and for 13 MWp = USD 160,000, do we have to provide separate Bank Guarantees under each member of JV company declared in the Letter of Intent divided in proportion of their shareholding?	Details regarding the bid securities are stated under Clause 19 of ITB and BDS. Bidders are required to follow the instructions mentioned and submit accordingly.
42	-	If JV company is not formed during Bidding, can the Bid Security submitted during Bid submission be consolidated under name of the JV Company for the remaining validity period?	Details regarding the bid securities are stated under Clause 19 of ITB and BDS. Bidders are required to follow the instructions mentioned and submit accordingly.
43	-	Is the Networth or Turnover requirement applicable to each partner of the JV Company declared in the Letter of Intent or the major shareholder only?	Kindly refer to Table A. Qualification in Section III - Evaluation and Qualification Criteria of the RFB. Bidder is requested to refer to the Compliance Requirements column in the table for more details.



44	-	Is the Solar project experience requirement applicable to any partner of the JV Company declared in the Letter of Intent or the Technology provider only?	Kindly refer to Table A. Qualification in Section III - Evaluation and Qualification Criteria of the RFB. Bidder is requested to refer to the Compliance Requirements column in the table for more details.
45	-	What shall be the validity period of the Construction & ESHS Security?	The Construction Security as well as the ESHS Security shall remain in full force and effect until one hundred and ninety days after the Scheduled Commercial Operation Date (SCOD). In case of any extensions of the SCOD in accordance with the PPA, the Bidder would be required to substitute the Construction Security and ESHS Security with bank guarantees of equivalent value that are valid and in force for hundred and ninety days after the extended SCOD. (refer Article 4 of the Implementation Agreement for details)
46	-	If the formation of JV Company exceeds 30 days, can the timeline for the execution of the project Agreements be extended by a reasonable period?	<p>Bidder to note the timeline as under:</p> <p>1. Signing of project agreements within 60 days: Successful bidder is required to sign, seal, date and return the Project Agreements within 60 days of the receipt of the draft Agreements. If the successful JV is unable to form the Project Company within 60 days of the receipt of the draft Agreements, all the members of the JV can execute the Project Agreements and then subsequently, re-state and amend the Project Agreements to add the newly incorporated Project Company as a party.</p> <p>2. Formation of project company / JV company (as applicable) within 30 days after executing the project agreement: In case the winning bidder is unable to form the project company / JV company within the 60 days as indicated above, the timeline provided in such case is 30 days AFTER executing the Project Agreements for formation of the project company / JV company.</p> <p>Refer ITB BDS 48.2 for more details.</p>
47	-	Can we propose PPA Tariff in decreasing order through the 20 years PPA period or is it mandatory to quote a fixed tariff throughout? For example, Initial 5 years period at high tariff followed by lower tariff every subsequent 5 years.	No. Bidder is required to propose a single fixed tariff for the PPA period of 20 years.
48	-	UF (Capacity Utilization Factor):	Please refer Notes to Form Tech-1 and Clause C.1. Part C of Section VII of the RFB, and Schedule 3 of the PPA for clarity on CUF and Degradation Factor. The MWp capacity, CUF and degradation factor from Tech Form-1 of RFB will be considered for deriving the Contract Energy for Year 2 and the subsequent years till the PPA term for each site in Schedule 3 of the PPA. While CUF remains constant, degradation factor will be applicable
49	-	The bidder is required to provide the CUF. For Lot-1, the average CUF expected or required is 16.5%.	



50	-	The fixed energy generation for the first year is 32,49,860 kWh. As per the Solar PV module specifications, the first-year degradation is 2%, followed by a linear degradation of 0.6% from the 2nd year to the 20th year.	on the MWp capacity for deriving the contract energy.
51	-	Conflicting Information on CUF and Degradation:	
52	-	As per Appendix to Technical Part of Bid, Form Tech-1 (Basic Data for Lot-1, Sr. No. 3), it is stated that the CUF remains fixed for the entire contract duration without annual degradation.	
53	-	However, in Form Tech-1 (Basic Data for Lot-1, Sr. No. 4), it is requested to provide a degradation factor for each year.	
54	-	Electrical Infrastructure:	
55	-	We also require details on the electrical infrastructure availability in other islands to assess the need for MV infrastructure, transmission lines, and switchgear.	Bidders are required to follow the Technical Specifications which includes details about MV infrastructure, transmission lines, switchgears etc. Please refer to Section VII - Technical Requirements of the RFB and the data room for details.

