

INFORMATION TO BIDDERS (ITB)

BID FOR:

PROCUREMENT OF 1200kW GENERATOR SETS (QTY: 05)

ANNOUNCEMENT NUMBER: [FNK-I/IUL/2024/390](#)

ANNOUNCEMENT DATE:	16th December 2024
BID OPENING DATE & TIME:	Please refer to Bidding Data
BID OPENING VENUE:	Please refer to Bidding Data

2. BID DATA

NOTE: The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders.

Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

2.1	<p>Bid Title: Procurement of 1200kW Generator Sets (qty: 05) Announcement Number: FNK-I/IUL/2024/390</p>
2.2	<p>Name and Address of the Employer: Fenaka Corporation Limited Port Complex Building, 7th Floor Hilaalee Magu, Male' 20207</p>
2.3	<p>Contact Details for Further Information: Procurement Department Fenaka Corporation Limited Port Complex Building, 7th Floor Hilaalee Magu, Male' 20207 Tel: (960) 301 8100 E-mail: tender.registration@fenaka.mv</p>
2.4	<p>Period of Completion/Supply & Delivery/Contract Duration: Please mention the delivery period for this Tender in the Bid Document in Calendar Days.</p>
2.5	<p>Penalty for Delays: Delay damages shall be 0.5% (naught point five) per day of delay on the Contract Price, which shall be paid for every day which shall elapse between the relevant Time for Completion and the relevant date of completion of the Works. The total amount due under this Sub-Clause shall not exceed 10% of the Contract Price. The Employer reserves the right to cancel the Contract, if the contractor delayed the completion of agreement by the number of days which maximum amount of liquidated damages can be paid.</p>
2.6	<p>Bid Language: English</p>
2.7	<p>Bid Currency: All prices are to be quoted in Maldivian Rufiyaa (MVR).</p>
2.8	<p>Bid Pricing: The unit price of each part and the total price shall be clearly indicated in the quotation. The quotation shall separately indicate additional charges such as freight and insurance. The bidder shall submit quotation on CIF basis to Male' port.</p>
2.9	<p>Alternate Bids: The bidder can submit a maximum of 2 (two) options</p>
2.10	<p>Period of Bid Validity: 90 Calendar days from the date of bid submission.</p>

2.11	<p>Amount of Bid Security:</p> <p>The bid security of this project is USD 5,000.00 (Five Thousand US Dollars Only), or its equivalent in Maldivian Rufiyaa, in the form of a Guarantee from a reputable bank or a financial institute selected by the bidder and acceptable to the Employer.</p> <p>For the successful bidder, the Guarantee shall be returned after signing of contract.</p> <p>Bid Security Validity:</p> <p>Bid security shall be valid till 21st April 2025, a minimum of 118 calendar days from the date of Bid Submission.</p> <p>BID VALIDITY (90 Calendar days) + 28 DAYS (as stated in ITB-04 Clause 4.12.1) = 118 Calendar days</p>
2.12	<p>Number of Copies of the Bid:</p> <p>The bidder shall submit 1 ORIGINAL and 1 COPY of the bid (physical submissions)</p> <p>The bidder shall submit a soft copy, in PDF format, of the bid in a compact disc (CD) at the time of bid submission.</p>
2.13	<p>Employer's Address for the Purpose of Bid Security Submission and Bid Opening:</p> <p style="text-align: center;">Fenaka Corporation Limited, 7th Floor Meeting Room, Port Complex Building, Hilaalee Magu, Male' 20207</p>
2.14	<p>Deadline for Clarification of Bid Documents:</p> <p>The bidders can send written queries via the email provided in clause 2.3 of Bid Data, before 21st December (Saturday), 15:00hrs</p>
2.15	<p>Registration for Bid Submission:</p> <p>All prospective bidders shall register to participate in this tender. The timeline for registration is as follows: Bid Registration Period: 16th December 2024, 08:00hrs till 21st December 2024, 15:00hrs</p> <p>Interested bidders shall email the information provided below to the email address tender.registration@fenaka.mv prior to the deadline for registration</p> <ul style="list-style-type: none"> • Tender announcement number (must also be stated in the subject of the email) • Company name • Representative name • Contact number
2.16	<p>Venue, Time, and Date of Bid Submission and Bid Opening:</p> <p>Only foreign bidders shall have the option of submitting their Bids electronically. Bids submitted electronically by a company registered in the Maldives will be rejected.</p> <p><u>Deadline for Bid Submission and Opening – Local Bidders/Physical Submission</u></p> <p>Bids shall be submitted to the address provided below, on or before the date and time specified below.</p> <p style="text-align: center;">Address: Fenaka Corporation Limited, 7th Floor Meeting Room, Port Complex Building, Hilaalee Magu, Male' 20207</p>

	<p style="text-align: center;">Date: 24th December 2024, Tuesday Time: 14:00hrs</p> <p>*A representative for each bidder shall attend the bid opening session. Failure to attend the bid opening session will render disqualification.</p> <p>*The bidder’s representatives who are present shall sign a register evidencing their attendance.</p> <p><u>Deadline for Bid Submission –Foreign Bidders / Electronic Submission</u></p> <p>The electronic bids must be completely encrypted with a password. Failure to do so WILL render the Bidder ineligible and lead to <u>disqualification of the bid</u>.</p> <p style="text-align: center;">Email: tender.registration@fenaka.mv</p> <p style="text-align: center;">The subject of the email must be the tender reference number.</p> <p style="text-align: center;">Date and Time: Date: 24th December 2024 Time: Encrypted bid documents must be emailed before 14:00hrs (Maldivian time). Passwords must be emailed between 14:00hrs to 14:15hrs.</p> <p>*The electronic bids and the passwords received after the stated time WILL be rejected.</p> <p>*Foreign entities that submit bids via email are required to submit the original bid security to Fenaka Corporation Limited Head Office within seven days of the bid opening; failure to do so will result in the rejection of their bid.</p> <p>*The link for bid submission meeting will be shared at the time of bid opening.</p>
2.17	<p>Bid Evaluation and Awarding Method:</p> <p>Items will be evaluated and awarded collectively.</p> <p>If the bidder's previous performance with the Employer is not up to a satisfactory level, the Employer reserves the right to reject the proposal of the bidder.</p>
2.18	<p>Eligibility:</p> <ol style="list-style-type: none"> 1. Local companies registered in the Maldives are eligible to participate in the tender. 2. Foreign companies are eligible to participate in the tender only if the total bid value is above 2,500,000.00 (Two Million Five Hundred Thousand Only) Maldivian Rufiyaa.
2.19	<p>Documents Comprising the Tender:</p> <p>The Bid Document must be supported by submission of the following documentation. Failure to do so WILL render the Bidder ineligible and lead to <u>disqualification of the bid</u>.</p> <ol style="list-style-type: none"> a) Bid Form (Completed, Signed and Stamped). b) Corporate Profile Sheet (shall be generated from the Business Portal) within the past 1-month period from the bid submission date. (The employer reserves the right to call for this document in case the document submitted by the bidder fails to meet the requested information). c) GST Registration Certificate (for local bidders). d) Tax Clearance Report (shall be issued within the past 6 months period from the date of bid submission – for local bidders). e) Original Bid Security as per ITB-Part 02, Clause 2.11.

	<p>f) Quotation, inclusive of the delivery period and payment terms.</p> <p>g) Soft Copy of the Original Bid Document in CD / pen drive (for the bidders submitting documents physically).</p> <p>h) Certificate of Authenticity specifying the manufacturer / assembler is an OEM of a genuine reputed international engine brand.</p> <p>Late submission of any of the above-mentioned documents will not be entertained.</p> <p>The Bid Document must also include the below mentioned documents, however, failure to do so will not disqualify the bid document.</p> <p>a) Documents proving the experience of the bidder. The past experience should be supported by submitting documents signed by previous clients indicating the project value and completion date.</p> <p>b) Audited Financial Reports for the Years 2022 and 2023 (audit must be conducted by an external auditor).</p> <p>Note: All pages of the bid document, except the bid security, must be stamped and properly bound. Failure to do so may result in rejection.</p>										
2.20	<p>Bid Evaluation Criteria:</p> <table border="1" data-bbox="341 860 898 1106"> <thead> <tr> <th>Criteria</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>60</td> </tr> <tr> <td>Delivery</td> <td>30</td> </tr> <tr> <td>Credit Period</td> <td>10</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </tbody> </table>	Criteria	Percentage	Price	60	Delivery	30	Credit Period	10	Total	100
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2.21	<p>Delivery Address:</p> <p style="text-align: center;">Fenaka Corporation Limited, 7th Floor Meeting Room, Port Complex Building, Hilaalee Magu, Male' 20207</p>										
2.22	<p>Technical Compliance:</p> <p>All relevant information including the brand shall be given to enable technical evaluation of the quoted items.</p> <p>The documents required for the technical evaluation are:</p> <ul style="list-style-type: none"> • Technical data sheets of engine and the alternator • Datasheets specifying cooling system rated at ambient temperature of 50°C • Certificate of Authenticity specifying manufacturer/assembler is an OEM or a genuine reputed international engine brand • If the manufacturer or assembler is not the same as the bidder, a document indicating that manufacturer or assembler is willing to sell the generator set to the bidder • Technical compliance letter <p>If the goods do not comply with the requirements mentioned in Annex 2, Technical Specifications, the bid will be rejected during evaluation.</p> <p>All items must be genuine parts. If any parts are found to be non-genuine, the Employer reserves the right to terminate the bid / agreement.</p> <p>A minimum warranty of 1 (one) year is mandatory.</p>										

2.23	<p>Factory Acceptance Testing</p> <ul style="list-style-type: none"> • The generator(s) shall be fully tested at the manufacturer workshop in the presence of Client's appointees. • The testing shall be conducted at internationally accepted testing standards. • Generator(s) should be tested to run at 25%, 50%, 75%, 100%, and 110% of rated load and power factor until the engine temperature stabilized for 30 minutes, and should check the protections below: <ul style="list-style-type: none"> - Lub oil low level (alarm testing) - Lub oil low pressure (alarm testing) - Earth fault (alarm testing) - Over current (alarm testing) - High temperature (alarm testing) - Cooling system (alarm testing) - High voltage pressure (alarm testing) - All the functioning tests and routine tests should be done • All the protections should work properly, it should be examined for oil and coolant leaks, and it should be visually tested and secured. • The remote radiator should operate continuously 100% in a 50-degree ambient temperature. <ul style="list-style-type: none"> - It should be designed with vertical air discharge remote radiator with motor and fan - It should include all the generator connection pipes, accessories, joints and diagrams - The radiator should be developed remotely from the engine providing an added flexibility cooling system, and to be installed at the desired location - It should be designed with lower power consumption, and high efficiency aero foil designed fans are used - It must be designed with lower noise levels - The radiator core should be formed using high efficiency fin profile - The thickness of connection pipes must be in a range of 2mm to 4mm • Two (2) engineers from Fenaka Corporation Limited shall carry out necessary inspection and testing of equipment prior to shipment in supplier's warehouse to validate the items. • The bidder shall arrange airfare, transportation, stipend (as per the Client's policy), accommodation and lodging for two of Client's engineers for the testing (minimum two days for testing)
2.24	<p>Payment Terms:</p> <p>The bidder can request for a maximum of 15% as advance payment upon submission of advance payment guarantee. The guarantee should be an original bank guarantee or an insurance bond policy.</p> <p>15% of the total bid value upon arrival and acceptance of generator sets.</p> <p>The bidder must provide a payment plan for the remaining 70% to be paid in equal monthly installments over 12 or 24 months, or longer.</p> <p>Proposed payment terms should not be tied to the submission of Bill of Lading.</p>

3. EMPLOYER'S REQUIREMENT

3.1 Attachments:

- a. Employer's Requirement
- b. Conditions of Contract
- c. Evaluation Criteria
- d. Annex 1 Bid Form
- e. Annex 2 Technical Specifications and Quantities

4. INSTRUCTION TO BIDDERS

A. General

- 4.1 Scope of bid**
- 4.1.1 Fenaka Corporation Limited (Fenaka) invites interested and eligible bidders to submit proposal for the Works described in the Employer's Requirement given in this bid documents.
- 4.1.2 Throughout these Tender Documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous, and day means calendar day. The words denoting the singular shall include the plural and vice versa.
- 4.1.3 The successful Bidder will be expected to complete the Works within the project duration as specified in the Bid Form.
- 4.2 Eligibility and Qualification of the Bidder**
- 4.2.1 This invitation for Bids is open to Bidder who fulfils Eligibility requirements given in the Bid Data, Clause 2.18.
- 4.3 One Bid per Bidder**
- 4.3.1 Each bidder shall submit only one bid either by himself, as a partner in a joint venture, or as a shareholder in a private company. A bidder who submits or participates in more than one bid will be disqualified.
- 4.4 Cost of Bidding**
- 4.4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the bid to the Employer, the bid will become the absolute property of the Employer, and the bidder will not have any right whatsoever to claim back any of the documentation or material comprising the bid.

B. Tender Documents

- 4.5 Content of Tender Documents**
- 4.5.1 The Tender Documents are those stated below, and should be read in conjunction with any Addenda issued:
- 4.5.1.1 Bid Form
- 4.5.1.2 Bid Data
- 4.5.1.3 Employer's Requirement
- 4.5.1.4 General
- 4.5.1.5 Evaluation Criteria
- 4.6 Clarification of Bidding Documents**
- 4.6.1 A prospective bidder requiring any clarification of the Bid Documents may send queries in writing at the Employer's address indicated in the **Bid Data, Clause 2.3.**

4.6.2 The Employer will respond to any request for clarification, which is received earlier than the deadline given in **Bid Data Clause 2.14** and forward copies of its response to all Bidders who have acquired the bidding document, including a description of the inquiry but without identifying its source.

4.7 Amendment of Bidding Documents

4.7.1 At any time prior to the deadline for submission of bids, the Employer may amend these Tender Documents by issuing Addenda.

4.7.2 Any Addendum thus issued shall be part of the Tender Documents, and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by writing or cable to the Employer.

4.7.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 4.15.2.

C. Preparation of Bids

4.8 Documents Comprising the Bid

4.8.1 The bid submitted by the bidder shall comprise all the documents described under **Bid Data Clause 2.19** and any other information requested in the Employer's Requirements.

4.9 Bid Prices

4.9.1 If the Bid Price Quoted in the Bid Form differs from that given in any other attached documents, then the Bid Price given in the Bid Form will prevail.

4.9.2 Bid Price shall be inclusive of all taxes, Customs duty, clearance, installation (if required) and delivery to the address given in Bid Data Clause 2.21. The employer will only accept goods and services in proper condition which meet the Employer's Requirement and Bidder Proposal.

4.9.3 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 03 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

4.9.4 The Employer reserves the right to disqualify any bid with a Time for Completion/Delivery Period/Price that is either unrealistically low or illogical when compared to Employer's estimates or Engineer's estimates and industry norms.

4.10 Currencies of Bid and Payment

4.10.1 The unit rates and prices quoted by the bidder shall be entirely in the currency given in Bid Data Clause 2.7.

4.11 Bid Validity

4.11.1 Bids shall remain valid as per Clause 2.10 of Bid Data.

4.11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the said extension.

4.12 Bid Security

4.12.1 The bidder shall furnish a bid security in the form and value as stated in clause 2.11 of Bid Data, which shall be valid for 28 days beyond the validity of the bid and beyond any period of extension subsequently requested under Sub-Clause 4.12.3.

4.12.2 Any bid not accompanied by the bid security as required under Clause 4.12.1 shall be rejected by the Employer as non-responsive.

4.12.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.

4.12.4 The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

4.12.5 The bid security may be forfeited

4.12.5.1 if the bidder withdraws his bid.

4.12.5.2 if the bidder does not accept the correction of its Bid Price, pursuant to Clause 4.24; or

4.12.5.3 in the case of a successful bidder, if he fails within the specified time limit to:

4.12.5.3.1 sign the Agreement, or

4.12.5.3.2 furnish the required Performance Security.

4.13 Format and Signing of Bid

- 4.13.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, and the company seal must be present on all pages of the bid document.

D. Submission of Bids**4.14 Sealing of Bids**

- 4.14.1 The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- 4.14.1.1 in an envelope marked "ORIGINAL", all documents comprising the Bid; and
 - 4.14.1.2 in an envelope marked "COPIES", all required copies of the Bid; and
- 4.14.2 The inner and outer envelopes shall:
- 4.14.2.1 bear the name and address of the Bidder;
 - 4.14.2.2 be addressed to the Employer in accordance with Clause 2.15 of the Bid Data;
 - 4.14.2.3 bear the specific identification of this Bidding process indicated in accordance with Clause 2.1 of the Bid Data; and
 - 4.14.2.4 bear a warning not to open before the time and date for Bid opening.
- 4.14.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

4.15 Deadline for Submission of Bids

- 4.15.1 Bids must be received by the Employer at the address and no later than the time and date as given in Bid Data.
- 4.15.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.16 Late Bids

- 4.16.1 Any bid received by the Employer after the deadline for submission of bids prescribed above, will not be accepted and returned unopened to the bidder.

4.17 Completeness of Bid Form

- 4.17.1 **BID FORM** should serve as the front page of the Proposal. Any Bid submitted without a completed Bid Form will be rejected.

- 4.17.2 Time for Completion/Delivery Period should be clearly mentioned in the Bid Form (if required). Failure to do so will render the bid non responsive, hence will be disqualified.
- 4.17.3 The Bid Form shall be duly signed by the bidder. Failure to do so will render the bid non responsive, hence will be disqualified.

E. Bid Opening and Evaluation

4.18 Bid Opening

- 4.18.1 The Employer will open the bids, in the presence of bidders' designated representatives who attends, at the time, date, and location as given in Bid Data. The bidders' representatives who are present shall sign a register evidencing their attendance
- 4.18.2 The bidders' names, the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) and amount of bid security (if any required), duration and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Late Bids and Bids without 'Bid form' will be rejected at the bid opening stage.
- 4.18.3 The Employer shall prepare the bid opening sheet, including the information disclosed to those present in accordance with the above paragraph.
- 4.18.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

4.19 Process to Be Confidential

- 4.19.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

4.20 Clarification of Bids

- 4.20.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with that given under the heading "Correction of Errors" (Clause 4.22) given below.

- 4.20.2 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 4.20.3 Any effort by the bidder to influence the Employer in bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.
- 4.21 Examination of Bids and Determination of Responsiveness**
- 4.21.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria given; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to the following paragraph.
- 4.21.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works; (b) that limits in any substantial way, inconsistent with the bidding documents, Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 4.21.3 In an event where no bid is Eligible or responsive through the terms in the Tender document, the Evaluation Committee reserves the right to modify the eligibility criteria or a specific term in the Bid Document and apply the same criteria in the evaluation of all the bids. However, it should only be in the best interest of the Employer, ensuring economic benefit and quality assurance.

4.22 Correction of Errors

4.22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

4.22.1.1 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

4.22.1.2 where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

4.22.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

F. Evaluation Method & Criteria: (Please refer to ITB Part 5)

If the bidder's previous performance with the Employer is not up to a satisfactory level, the Employer reserves the right to reject the proposals of the bidder.

G. Award of Contract

4.23 Award

4.23.1 Subject to that given under the heading “**Employer’s Right to Accept Any Bid and to Reject Any or All Bids**” below, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest number of points, provided that such bidder has been determined to be qualified (as and eligible (in accordance with that given under “Eligibility Criteria”)

4.24 Employer’s Right to Accept Any Bid and to Reject Any or All Bids

4.24.1 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 award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.

4.25 Notification of Award

- 4.25.1 Prior to the expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract or Work Order (hereinafter called "the Contract Price").
- 4.25.2 The notification of award will constitute the formation of the Contract.
- 4.25.3 Upon the successful bidder's furnishing of the performance security (if required), the Employer will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security (if any) of the unsuccessful bidders.
- 4.25.4 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer in writing. The Employer will promptly respond in writing to the unsuccessful bidder.

4.26 Signing of Agreement or Work Order

- 4.26.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement (or Work Order).
- 4.26.2 Within 3 days of receipt of the Agreement (or Work Order), the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security (if any).
- 4.26.3 Upon fulfillment of that given in the above paragraph, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security (if any) will be returned as promptly as possible.

4.27 Performance Security

- 4.27.1 Within 7 Calendar days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security as **specified under “Bid Data” ~~Clause 2.16.~~**
- 4.27.2 If it is stipulated in the Bid Data that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued by a bank located in the Republic of Maldives or by a foreign bank acceptable or a financial institute selected by the bidder and acceptable to the Employer.
- 4.27.3 Failure of the successful bidder to comply with the requirements of “Performance Security” shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.
- 4.27.4 Once the project is completed by the contractor, the performance security will be returned to them.

4.28 Corrupt or Fraudulent Practices

- 4.28.1 The Employer requires that staff, as well as bidders/suppliers/contractors, observe the highest standard of ethics during the procurement and execution of works. In pursuance of this policy, the Employer:
- 4.28.1.1 defines, for the purposes of this provision, the terms set forth below as follows:
- 4.28.1.1.1 “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company or public official in the procurement process or in contract execution; and
- 4.28.1.1.2 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition;
- 4.28.1.2 will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 4.28.1.3 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract (from Fenaka) if it at any time determines that the firm has engaged in corrupt or fraudulent

practices in competing for, or in executing, a Fenaka contract.

- 4.28.1.4 Furthermore, bidders shall be aware that, if in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site (if any).

4.29 Conflict of Interest

- 4.29.1 No employee of the Employer should be involved in any business transaction between the Corporation or a bidder, supplier or contractor if the transaction has a direct or indirect commercial benefit to the employee. Any such bid will be rejected during the evaluation stage.

H. Penalty for delays (Refer to Bid Data Clause 2.5)

I. Further information:

Interested bidders may obtain further information from the address given in Bid Data Clause 2.3.

5. EVALUATION

5.1. Evaluation Method:

- 5.1.1.** All Bids shall be evaluated on the following basis for a total maximum of 100 points (pts). Points shall be given according to the following.
- 5.1.2.** Items will be evaluated as given in the Bid Data, Clause 2.20.

5.2. Bid Evaluation Criteria:

5.2.1. Price (Percentage of the total score as defined in the Bid Data)

- 5.2.1.1. A Price must be quoted by the bidder for each deliverable and item. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
- 5.2.1.2. In calculating the score under this criterion, the party quoting the lowest collective Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
- 5.2.1.3. The formula thus used for the computation of the score is as follows:

$$\text{Price Score} = \frac{\text{Lowest proposed total price from among the bids received}}{\text{Particular Bidder's proposed total price}} \times (\% \text{ in Bid Data})$$

- 5.2.1.4. In the event where the Employer apperceive that the bid prices are higher, it reserves the right to cancel the Bids.

5.2.2. Delivery Period/Completion Period (Percentage of the total score as defined in the Bid Data)

- 5.2.2.1. A Delivery Period/Completion Period must be proposed by the bidder. Failure to do so WILL lead to rejection of the bid at the evaluation stage.
- 5.2.2.2. The Employer reserves the right to disqualify any bid with a Delivery Period/Completion Period which is either unrealistically low or illogical when compared to the Employer's estimates and industry norms.
- 5.2.2.3. Having fulfilled the above requirements, the maximum points allocated under this criterion will be awarded to the bidder with the Lowest Proposed Delivery Period/Completion Period, and the remaining bidders will be awarded points on a pro rata basis in descending order.
- 5.2.2.4. The formula thus used for the computation of the score is as follows:

$$\text{Delivery Period Score} = \frac{\text{Lowest proposed delivery period from among the bids received}}{\text{Particular Bidder's proposed delivery period}} \times (\% \text{ in Bid Data})$$

5.2.3. Payment Terms/Credit Period (Percentage of the total score as defined in the Bid Data)

- 5.2.3.1. A Credit Period for the payments must be proposed by the bidder. Failure to do so WILL lead to rejection of the bid at the evaluation stage.
- 5.2.3.2. The maximum amount that can be claimed as advance payment is 15% of the total bid value.
- 5.2.3.3. The remaining payments in equal monthly installments upon arrival of goods is preferred.
- 5.2.3.4. The formula thus used for the computation of the score is as follows:

$$\text{Credit Period Score} = \frac{\text{Particular Bidder's proposed credit period}}{\text{Longest proposed credit period from among the bids received}} \times (\% \text{ in Bid Data})$$

BID FORM**Tender Reference:** FNK-I/IUL/2024/390**1. Bidder's Information**

Company Name: _____

Registered Address: _____

Company Registration Number: _____

Representative Name: _____

Phone Number: _____

Email Address: _____

2. Offer Summary*Please fill the Bid Price below (CIF price)*

Total Bid Price (in figures): MVR _____

Total Bid Price (in words): MVR _____

3. Bid Security

Amount of Bid Security: _____

Issuing Bank/Institution: _____

4. Delivery Terms

Proposed Delivery Timeframe: _____ days from contract commencement

5. Payment Terms

Advance Payment (if any): _____ %

Remaining Payment Structure: _____

6. Declaration

I/We, the undersigned, hereby declare that the information provided is accurate and that we comply with the requirements set forth in the tender documents.

Name of the Authorized Signatory: _____

Designation: _____

Signature and Stamp: _____

Date: _____

TECHNICAL SPECIFICATIONS

*Please note that the below specifications are for one unit only.

Generator Set 1200kW - Technical Requirement

1Nos x 1200kW / 1500kVA prime rated diesel generator set with parameters 0.8 P.F, 415kV, 3 Phase, 4 wires, 50 Hz at 1500 r.p.m conforming to following :

- The generator set shall consist of Engine coupled to Alternator (Dynamo) mounted on common base frame.
- The engine shall be of original Cummins and the Alternator must be Stamford Brand conforming to relevant international Standards.
- The Generator Set assembler must be authorized and licensed by Engine Manufacturer and must be certified to ISO 9001, 14001 and European Conformity (CE) Standards.
- The engine must produce a mechanical power output (kWm) which should meet the required electric power (kWe) of 1200kW and must be coupled with a 1200kW Alternator with pre-installed Droop CT and a control connection box.(termination box to connect control cables and power cables)
- Generator arrangement and drive
The simplex type of base plate, heavy duty rolled steel constructed, bolted, and electrically welded, drilled on the underside to allow the fitting of foundation bolts. The engine and the alternator are to be mounted on a base plate and vibration mounts to be mounted underside of the base plate. The vibration mounts are to be supplied as loose items.
- Finishing: After assembling the genset zinc coated self-etching primer should be applied to the complete set.
- **Engine to be complete with following auxilliary items:**
 - o Heavy electrical flywheel
 - o SAE flywheel housing
 - o Air filters, Lubricating Oil Filters, Fuel Filters and all other such filter required for operation of the engine
 - o High engine temperature switch
 - o lub oil sender
 - o Water Temperature Sender
 - o All necessary items to run and to protect the engine
 - o Starting equipment fitted to engine, consisting of :
 - 24 Volt charging alternator (Brushless)
 - 24 Volt starting motor
 - Fuel Shut-off solenoid
 - Heavy duty maintenance free batteries
 - o The engine to be fitted with a close tolerance Cummins Electronic Governing system, which should include efc, actuators, magnetic pickups, etc, including wiring.
- **Cooling Equipment /System**
Cooling equipment comprising a heavy-duty tropical remote radiator, Air-cooled Fluid cooler type (ACFC), with fans driven by Electric Motors (ABB or equivalent).

The cooling equipment consisting of V type radiator with heavy-duty structure, suitable for tropical weather, and equipped with vertical air flow fans driven by electric motor with IP Standard IP55 or IP65 , 7.5HP (ABB or equivalent) with VCD.

Radiator must be designed to adequately cool the generator at an ambient temperature of 50°C. The cooling circuit and pipeline should be designed for two separate circuits for jacket water and after cooler water of the engine. ACFC with Primary FCW-140(LT+HT) Secondary FCW-180 or equivalent that is designed and sized to adequately cool CUMMINS 1200kW/m engine and meet the specs below:

Cores : Tin Coated
 Motor controller : Automatic
 Low Coolant Level Protection : Engine Shutdown
 Air Flow : Vertical
 Ambient Temperature : 50°C
 Inlet Coolant Temperature : 90°C
 Outlet Coolant Temperature : 84°C
 Heat Rejection : 676 kW
 Maximum Coolant Friction Head : 69 kPa
 Maximum Static Head : 18.3m
 Electric Motor : 3ph, 400V, 5.6kW
 Motor Starter : Soft Starter
 Motor Protection : IP 54
 Insulation: Class F
 No. of Fans: 2 Nos
 Noise Level : 75dB (A) @ 7m
 Overall Dimensions (L x W x H): 4660 x 2030 x 2495mm

All installation accessories must be British Standard and include seamless pipes, gauges, gate valves, flanges, bolts elbows and expansion tank.

Cooling water pipelines should be designed to install at 6meters distance from the engine.

– **Exhaust system:**

450 mm of stainless steel below type flexible exhaust, together with suitable flanges and fittings shall be supplied for each silencer.

– **Alternator**

The alternator shall be brushless revolving type alternator, having class H insulation on both the stator and field windings. It shall be built and rated to BS 5000, tropically impregnated with voltage regulation being in the order of +/- 1.5% from no load to full load under the steady state conditions assuming a speed variation not exceeding 4% on the engine. Anti-Condensation Coil to be fitted in the Alternator. The output voltage of the alternator should be 415V.

Alternator coil shall be varnished with red oxide prior to assembly.

– **Fuel System**

1 No x fuel day tank of 12-hour capacity complete with level indicator, drain plug, filler, fuel return with fuel outlet connections and a fuel filter fitted with outlet connection is to be mounted. These mounts are to be supplied as loose items. All necessary fittings to be supplied in conformity with fuel flow diagram.

– **Factory Testing**

The generator set should be fully tested at the manufacturer factory/workshop in the presence of client/appointees to check the ratings, overload, functional tests on a dummy load prior to dispatch. The tests shall consist of:

a) Load as follows ensuring engine speed does NOT change more than 4% at all times

- run the machine at 75% of full load for 30 minutes
- run the machine at 100% of full load for 30 minutes
- run the machine at 110% of full load for 15 minutes

b) The Supplier must arrange for all travel, food, accommodation and lodging for two staff of Fenaka Corporation for factory testing.

- **Literature and Drawings consisting of:**
 - o 1 No x Manual on How to handle the generation equipment
 - o 1 Nos x Electrical wiring diagram
 - o 1 No x Engine operation and maintenance manual
 - o 1 No x Engine parts catalogue
 - o 1 No x Generator parts catalogue
 - o 1 No x Generator operation and maintenance manual
 - o 1 No x Generator AVR manual
 - o 1 No x Governor control unit manual
 - o 1 No x Engine shop manual
 - o
- **Accessories**
 - o 2Nos x Primary silencer barrel (to match engine exhaust)
 - o 2Nos x Secondary silencer barrel (to match engine exhaust)
 - o 4Nos x 3meter Exhaust pipe with diameter (to match engine exhaust)
 - o 6Nos x Elbows having dia (to match the engine exhaust)
 - o 8Nos x Flanges having dia (to match the engine exhaust)
 - o 1Lot x Bolts, Nuts and Washers for the Flanges. (Each set shall include 1 bolt, 2 washers,1spring washer 2 Nuts)
 - o 1Lot x Split type rockwool insulation legging suitable for Exhaust pipes. The legging shall be covered with High Quality Aluminium foil.
- **Warranty**

The Generator set should carry a warranty of one year.

Documents Required for Technical Evaluation

- Manufacturer's Technical Datasheet of engine
- Manufacturer's Technical Datasheet of Alternator
- Manufacturer's Technical Datasheet and drawing for the remote radiator
- Certificate of Authenticity specifying manufacturer /Assembler is an OEM of offered brand.
- ISO certification for ISO 9001 and ISO 14001 of generator manufacturer/assembler
- European Conformity (CE) Standard Certification