



The Government of the Democratic Socialist Republic of
Sri Lanka

**SRI LANKA SUSTAINABLE ENERGY AUTHORITY
(SLSEA)**

Ministry of Energy

INVITATION FOR BIDS:
**DESIGN, SUPPLY, DELIVERY, INSTALL, COMMISSIONING AND
MAINTENANCE OF 04 NOS OF SOLAR POWERED WATER PUMP
SYSTEMS, USSANA**

(KARUWALAGASWEWA -3 NOS. & NAWAGATHTHEGAMA -1 NO.)

Procurement No: SEA/PD/RES/14-2026
BIDDING DOCUMENT

NATIONAL COMPETATIVE BIDDING PROCEDURE

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Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1 The Purchaser indicated in the Bidding Data Sheet

(BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source specified in the BDS.

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified.

4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

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| 5. Eligible Goods and Related Services | 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards. |
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Contents of Bidding Documents

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| 6. Sections of Bidding Documents | 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8. |
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- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms

6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. failure to furnish all information or documentation required by the bidding documents may result in the rejected of the bid.

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| 7. Clarification of Bidding Documents | 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8. |
| 8. Amendment of Bidding Documents | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2</p> |

Preparation of Bids

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| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language. |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <p>(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</p> <p>(b) Bid Security or Bid-Securing Declaration, in</p> |

accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

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| 12. Bid Submission Form and Price Schedules | 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. Alternative Bids | 13.1 Alternative bids shall not be considered. |
| 14. Bid Prices and Discounts | <p>14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.</p> <p>14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.</p> <p>14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..</p> <p>14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</p> <ul style="list-style-type: none">(a) on components and raw material used in the manufacture or assembly of goods quoted; or(b) on the previously imported goods of foreign origin <p>(ii) However, VAT shall not be included in the price but shall be indicated separately;</p> |

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

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| 18. Documents Establishing the Qualifications of the Bidder | 18.1 | <p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods; (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 19. Period of Validity of Bids | 19.1 | Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive. |
| | 19.2 | In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser 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 Clause 20, it shall also be extended for a corresponding 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. |
| 20. Bid Security | 20.1 | The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS. |
| | 20.2 | <p>The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:</p> <ul style="list-style-type: none"> (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution; (b) be issued by a institution acceptable to Purchaser. (c) be substantially in accordance with the form included |

in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - a. sign the Contract in accordance with ITB Clause 42;
 - b. furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy 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.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids
- 22.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.
- If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
23. Deadline for Submission of Bids
- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids
- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, and Modification of Bids
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;”
and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1..

25.3 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 Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. 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. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

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| 27. Confidentiality | 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. |
| | 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid. |
| | 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing. |
| 28. Clarification of Bids | 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30. |
| 29. Responsiveness of Bids | 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. |
| | 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: |

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions
 - 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
31. Preliminary Examination of Bids
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
32. Examination of Terms and Conditions; Technical Evaluation
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
33. Conversion to Single Currency
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference	34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35. Evaluation of Bids	35.1 The Purchaser shall evaluate each bid that has Been determined, up to this stage of the evaluation, to be substantially responsive. 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3 (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable. 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
36. Comparison of Bids	36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance

with ITB Clause 35.

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| 37. Postqualification of the Bidder | <p>37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.</p> <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.</p> <p>37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p> |
| 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | <p>38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.</p> |

Award of Contract

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| 39. Award Criteria | <p>39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> |
| 40. Purchaser's Right to Vary Quantities at Time of Award | <p>40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> |
| 41. Notification of Award and appeal process | <p>41.1 Upon receipt of the decision of the relevant Procurement Committee/Authority, the successful Bidder shall be notified of the acceptance of its Bid by fax, e-mail or other appropriate written means, followed by formal confirmation in writing to the address provided by the Bidder.</p> <p>At the same time, all other Bidders shall be informed of the intention to award the Contract to the selected Bidder.</p> |

An unsuccessful Bidder who wishes to appeal against the selection of the successful Bidder may submit an appeal in writing to the Chairman, Department Procurement Appeal Committee (DPAC), Sri Lanka Sustainable Energy Authority, No. 80, Sir Ernest de Silva Mawatha, Colombo 07, within seven (07) working days from the date of notification of the intention to award the Contract.

Each appeal shall clearly state the grounds for the appeal and shall be accompanied by relevant supporting documents. The appeal shall also be accompanied by a non-refundable cash deposit of LKR 10,000.00 (Sri Lankan Rupees Ten Thousand only). It shall be paid to the Cashier of the Sri Lanka Sustainable Energy Authority (SEA), and the original cash payment receipt shall be submitted together with the appeal.

Appeals submitted after the above-mentioned period or without the required nonrefundable cash deposit slip may not be considered.

- 41.2 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.3 Until a formal Contract is prepared and executed, the

notification of award shall constitute a binding Contract.
- 41.4 Upon the successful Bidder's furnishing of the signed Contract

Form and performance security pursuant to ITB Clause 43, the

Purchaser will promptly notify each unsuccessful Bidder and

will discharge its bid security, pursuant to ITB Clause 20.4.

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| 42. Signing of Contract | 42.1 | Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it. |
| | 42.2 | Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement. |
| 43. Performance Security | 43.1 | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4. |
| | 43.2 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

Section 11 –Bidding Data Sheet

The following specific data for the Contract of Design, Supply, Delivery, Install, Commissioning and Maintenance Of 04 Nos Of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1) shall complement supplement or amend the provisions in the instruction to bidders (ITB)

ITB Clause Reference	A. General
ITB 1.1	The purchaser is Director General, Sri Lanka Sustainable Energy Authority
ITB 1.1	Name of contract: Invitation For Bids, Design , Supply, Delivery, Install, Commissioning and Maintenance of 04 Nos of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1) Identification Number No.: SEA/PD/RES/14-2026
ITB 2.1	Source of Funding is the Government of Sri Lanka (GOSL)
ITB 4.4	Only Solar PV companies actively registered in Sri Lanka Sustainable Energy Authority are eligible for this procurement. Only one bidder will be selected for this procurement. see Section III for more details
	B. Contents of Bidding Documents
ITB 7.1	For the Purpose of Clarification of bid, purchaser's address is The pre-bid meeting will be held on 02nd September 2026 at 10:30 hrs in Board Room located at Sri Lanka Sustainable Energy Authority (SLSEA), No. 80, Sir Ernest De Silva Mawatha, Colombo 07
	C. Preparation of Bids
ITB 11.1	See Section III – Qualifications, Experience and Evaluation of the Bidders: Clause 1 and Section V – Employer's requirement: Clauses 11 & 13
ITB 14.3	Bidder shall quote 100% of all items, components, accessories of the systems as described in Section V
ITB 15.1	The bidder shall quote the all expenditure in Sri Lanka Rupees.
ITB 17.3	Once a solar pv system is installed, it is expected to be functioned for 20 years.
ITB 18.1(b)	Bidder shall provide free after sales services and maintenance for 3 years period and therefore sufficient spare parts stock have to be maintained.

ITB 19.1	The bid shall be validity until 02 nd December 2026
ITB 20.1	Bid shall include a Bid Security (issued by commercial bank approved by Central Bank of Sri Lanka) included in Section IV Bidding Forms.
ITB 20.2	The amount of the Bid Security shall be: Rs.200,000.00 The validity period of the bid security shall be until 31 st December 2026
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification SEA/PD/RES/14-2026 All the duly signed required documents including ORIGINAL and DUPLICATE shall be submitted within one envelope clearly marked ORIGINAL on the top left-hand corner and clearly marked as DUPLICATE in the top left-hand corner. Both envelope ORIGINAL and DUPLICATE then placed and sealed in one envelope and marked SEA/PD/RES/14-2026
ITB 23.1	For bid submission purposes, the Purchasers address is: Chairman Department Procurement Committee (Major) Sri Lanka Sustainable Energy Authority No. 80, Sir Ernest De Silva Mawatha Colombo 07 Tel:0112575030 Email: Procurement@energy.gov.lk The deadline for the submission of bids is: Date : 15 th September 2026 Time: 10.30 hrs <u>(in Sri Lankan time GMT + 5:30 Time Zone)</u> Location: Sri Lanka Sustainable Energy Authority No. 80, Sir Ernest De Silva Mawatha Colombo 07
ITB 26.1	The bid opening shall take place at: Boardroom of SLSEA, No. 80, Sir Ernest De Silva Mawatha, Colombo 07 Date: 15 th September 2026 Time: 10.30 hrs

	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	Evaluation will be carried out as set out in Section III, Evaluation and Qualification Criteria, Section V
ITB 35.4	The following factors and methodology will be used for evaluation; See section III , Section V
ITB 35.5	Bidder shall quote for the total scope, only a one bidder is selected for this procurement.

Section III.

Qualifications, Experience and Evaluation of the Bidders

Eligibility Information Qualifications Experience

1. The Bidder shall be a body incorporated in Sri Lanka under the Companies Act 7 of 2007, engaged in the business of Power/Infrastructure. A copy of certificate of incorporation, Memorandum of Association & Article of Association shall be furnished along with the bid in support of the above.
2. Bidder should have obtained valid registration from Sri Lanka Sustainable Energy Authority (SLSEA) on or before date of bid closing/opening.
3. Bidder shall be registered PCA3 (Public Contracts Act No. 3 of 1987, Sri Lanka)
4. Bidder's (Contractor) must be providing valid manufacturer Authorization certificate or letter for PV Module and Pump
5. Bidder's Experience
 - (i) Bidder's (Contractor) Solar PV Project experience should be at least five (05) years on or before the bid submission deadline.
 - (ii) The bidders should also have previous experience of at least **03 years** in the supplied/installed and maintenance of solar pump systems in Sri Lanka (Evidence of registration of business, with evidence-list of address, no. of systems were sold & present situation)
 - (iii) On or before the deadline for bid submission, the contractor's total installation capacity for solar photovoltaic power generating projects must be at least 50 solar pv pump project
 - (iv) Bidder should have past 3-year experience in supplied and installed of similar type solar pump system or lager system
6. Personnel/ Technical staff
The Bidder must demonstrate that it has sufficient competent human resources for key positions that meet the following minimum requirements and the bidder must have the capability to complete installation within the given period.

No.	Position	No of personals	Minimum Qualifications	Total Work Experien ce [years]	Experience In Similar Work [years]
1	Project Manager	1	BSc Eng or Equivalent	05	03
2	Design Engineer	1	BSc Eng or Equivalent in Electrical/Electronics Engineering	05	03

03	Technician	06	NVQ 3 or More (Electrical or Solar PV)	04	02
----	------------	----	---	----	----

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV-Forms of Bid.

7. Financial Situation

a. Historical Financial Performance

Submission of audited balance sheets and income statements for three (03) years from 2023 to 2025 including 2024 to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability.

b. Average Annual Turnover

The company shall have a minimum recorded turnover of LKR 50 Million in three (03) years from the period between 2023 to 2025 However, the three-year period shall include the year 2024.

c. Financial Resources

Using Forms 3 and 4 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:

- (1) the cash-flow requirement, LKR 15 million
- (2) the overall cash flow requirements for this contract and its current works commitment.

d. Bidder shall not have been blacklisted. The officer who sign the bid submission on behalf of the company shall be duly authorized (Either board resolution or power of attorney).

8. Evaluation Criteria

Following the bid opening, the Bid Evaluation Committee (BEC) will carefully review and assess each bid in order to identify the most responsive bidders among the others, and then rank the bidders in ascending order considering price. Prior to conducting a full review of bidders, the BEC will verify whether each bidder has met the following requirements.

- (1) Whether the Forms of Bid have been duly filled and properly signed.
- (2) Whether the Sri Lanka Government has granted its consent to the Bidder.
- (3) The bid must be filed with a copy of the power of attorney or a board resolution attesting to the legitimacy of the designated signatory.
- (4) Meets the requirements mentioned in Section I (ITB) along with Section II (BDS), Section III & Section V.

Section IV.

Bid Submission Form

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

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

No.:

To: Director General, Sri Lanka Sustainable Energy Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services Design, Supply, Delivery, Install, Commissioning and Maintenance Of 04 Nos Of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1)

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

APPLICABLE FORMAT FOR PERFORMANCE GUARANTEE

..... *[Issuing Agency's Name, and Address of Issuing Branch or Office]*

Beneficiary:.....*[Name and Address of Employer]*.....

Date:

PERFORMANCE GUARANTEE NO:.....

We have been informed that.....*[name of Contractor/Supplier]*(hereinafter called “ the Contractor”) has entered into Contract No..... *[reference number of the contract]* dated.....with you, for the..... *[insert “ Construction ”/“ Supply ”]* of*[name of contract and brief description of Works]* (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 Contractor, we *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... *[amount in figures]* (.....) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Prices is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation (s) under the Contract, without your 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.....,20..... *[insert date, 28 days beyond the scheduled contract completion date]* and any demand for payment under it must be received by us at this office on or before that date.

.....
[signature (s)]

Format for Bid Security Guarantee

(this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets)

.....*(insert issuing agency's name, and address of issuing branch or office)*.....

Beneficiary:..... *(insert (by PE) name and address of Employer /Purchaser)*

Date: *(insert (by issuing agency)date)*

BID GUARANTEE No:..... *(insert (by Issuing agency number)*

We have been informed that*(insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners)* (hereinafter called “ the Bidder”)has submitted to you its bid dated.....*(insert (by issuing agency) date)* (hereinafter called “the Bid” for the execution/ supply *(select appropriately)*of *(insert name of Contract)* under invitation for Bids No.....
(insert IFB number) (“the IFB”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we.....*(insert name of issuing agency)* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....*(insert amount in figures)*..... *(insert amount in words)* up on receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (herein after “the ITB”) of the IFB; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity,(i)fails or refuses to execute the Contact Form, if required, or (ii) fails or refuses to furnish the performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, up on our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, up on the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to*(insert Date)*

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

(Signature of authorized representative(s))

1.Priced Activity schedule

(Quoted prices should be in LKR without VAT)

Project name: Design, Supply, Delivery, Install, Commissioning and Maintenance Of 04 Nos Of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1)

Procurement No.:SEA/PD/RES/14-2026

Item	Name of Project	Places	No of Solar Power Pump System	Systems Unit Cost, without VAT, LKR	Total Unit Cost without VAT, LKR
01	Design, Supply, Delivery, Install, Commissioning and Maintenance Of 04 Nos Of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1) (Including warranty Charges)	Dangaswewa Gemi Isura - Karuwalagaswewa	01		
		Weerapura Parackrama -Karuwalagaswewa	01		
		Weerapura Arunalu - Karuwalagaswewa	01		
		Andarawewa- Nawagaththegama	01		
		Total Cost without VAT, LKR			

Total Cost without VAT : LKR.....

VAT-(%) : LKR.....

Total Cost with VAT : LKR.....

Total cost with VAT (in words) : LKR.....

.....
.....

Signature of bidder

Bidder's Name

Date

Company Stamp

2.Priced Activity schedule

Project name: Design, Supply, Delivery, Install, Commissioning and Maintenance Of 04 Nos Of Solar Powered Water Pump Systems for Ussana (Karuwalagaswewa 3 & Nawagaththegama 1)

Procurement No.: SEA/PD/RES/14-2026

No	Requirements of employer	The country that supplies goods and services	Unit	Qty	Unit LKR	Rate	Total Cost LKR
1	Solar PV Module						
2	Hybrid Solar PV pump Controller						
3	Array mounting structure						
4	Earthing system						
5	Surge Protection AC/DC						
6	AC Cables						
7	Solar PV Cables (DC)						
8	AC/DC Isolators /MCB						
9	Connection Boxes and required system component						
10	Design						
11	Installation						
12	Testing, commissioning, and Monitoring						
13	Operation and Maintenance Services						
	Total Cost without taxes						

Signature of bidder

Bidder's Name

Company Stamp

03. Drawings

These Bidding Documents includes [insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings]

List of Drawings]

Drawing Nr.	Drawing Name	Purpose
01	Drawings for PV panel layout	
02	Single line diagram.	
03	Array mounting structure	
04	All Electrical Drawings and civil	
05	Othar Drawings	

Form 1: Financial Situation

Bidder must fill in this form

Information from Balance Sheet

Financial Data for Previous 3 Years (any 3 years from 2023 to 2024 including 2025 [LKR]			
	Year 1:	Year 2:	Year 3
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			

Profits After Taxes			
☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the above three years, as indicated above, complying with the following conditions. • All such documents reflect the financial situation of the Bidder and not sister or parent companies. • An Audit Firm must audit historic financial statements. • Historic financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).			

Form 2: Average Annual Turnover

Bidder shall fill in this form

Annual Turnover Data for the Previous 3 Years (from 2023 to 2024 including 2025)	
Year	Amount in LKR
Year 1	
Year 2	
Year 3	

Average Annual Turnover

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed.

Form 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III Qualifications and Experience of the Bidders

Financial Resources		
No.	Source of financing	Amount (LKR)
1		
2		
3		

Form 4: Current Contract Commitments

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

Current Contract Commitments					
No .	Name of Contract	Employer's Contact Address, Tel, Fax	Value Outstanding Work [LKR]	of Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [LKR]
1					
2					
3					
4					
5					

Form 5: General Experience

Each Bidder must fill in this form General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form 6: Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No.	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Contractor ☐ Management Contractor ☐ Subcontractor	
Total Contract Amount	LKR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity related to this contract		

Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section III (Qualifications and Experience of the Bidders). The data on their experience should be supplied using the Form below for each candidate.

Form 8: Proposed Personnel

1.	Title of position*
	Name :
2.	Title of position*
	Name :
3.	Title of position*
	Name :
4.	Title of position*
	Name :

*As listed in Section III (Qualifications and Experience of the Bidders).

Form 9: Resume of Proposed Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company / Project / Position / Relevant technical and management experience

Form 10: Specific experience of the Bidder / sub-contractor(s)

10.0 Company Experience in the Solar PV Industry	
10.1 Total No of Solar PV Pumps systems and installed by the Company by 30 th June 2026	
Household:	Commercial/Industrial:
10.2 Total Cumulative Capacity of solar Pump installations by the Company by 30 th June 2026	
Household: kW	Commercial/Industrial: kW

Year	No of PV pump System Project	Installed capacity kW
2021		
2022		
2023		
2024		
2025		
2026 - June		

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed. (List of Electrical Testing Equipment's and otherer tools)

Form 11: Details of equipment

Item of Equipment				
Equipment Information	Name of manufacturer		Model and power rating	
	Capacity		Year of manufacture	
Current Status	Current location			
	Details of current commitments			
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured			
No	Equipment Information	Name of manufacturer	Model and power rating	Year of manufacture
1.				
2.				
3.				
4.				
5.				
6.				
10				
Total				

Form 12: Manufacturer's Authorization for Solar PV modules, PV Inverters Pump and Solar Cables

Manufacturer's Authorization

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Signature of bidder

Bidder's Name

Date

Company Stamp

Section V - Employer's (Purchaser's) Requirement

SPECIFICATION

DETAILED TECHNICAL SPECIFICATIONS, STANDARDS & TECHNICAL BIDDING FORMS

Turnkey Supply, Delivery, Installation, Testing, Commissioning, and 3 Year Operation & Maintenance Support for 04 Nos. Solar Powered Water Pump Systems (Ussana Project - Karuwalagaswewa & Nawagaththegama DS Divisions, Puttalam District)

SECTION 1: TECHNICAL SPECIFICATIONS, STANDARDS

1. Scope of Work

The Director General, Sri Lanka Sustainable Energy Authority (SLSEA), invites sealed bids from eligible, qualified, and reputable engineering firms for the turnkey implementation of Solar Powered Water Pump Systems. The comprehensive scope encompasses engineering design, procurement, delivery, local transport, site civil engineering works, installation, testing, commissioning, and long-term operation & maintenance (O&M) support for four (04) turnkey units in remote farming clusters across the Puttalam District.

- **Site Distribution:** Karuwalagaswewa Divisional Secretariat Area (03 Units) GPS Location :
- **Site Distribution:** Nawagaththegama Divisional Secretariat Area (01 Unit) GPS Location :

Each system shall be meticulously engineered, optimized, and built to guarantee a sustained output of a minimum of 500 m³ (500,000 Litres) of water per day at a Total Dynamic Head (TDH) of 15 meters. This yield will provide reliable, climate-resilient irrigation covering approximately 25 acres per field site under peak dry-zone operating conditions.

- Designing a Solar Pumping System
- Assessment of water demand and storage and distribution requirement
- Obtain information on the well and water resources such as well diameter, depths, yields, drawdowns, seasonal river levels, and monthly groundwater information
- Determine component design considerations/ specifications
- provide number of solar panels to get the maximum Pump output capacity subject to considering the any losses
- An operation and troubleshooting training, and recommended maintenance schedule shall be handed over to the project team / in-house personnel at the installation/commissioning.

1.1 Commercial & Financial Obligations

- **Firm & Fixed Pricing:** The tender price shall be a firm, fixed, and all-inclusive turnkey cost. No price escalation, adjustments for currency fluctuations, or inflation adjustments shall be granted during the execution or O&M period.
- **All-Inclusive Commercial Scope:** The total bid price must fully cover engineering design, equipment procurement, export/import duties, taxes (VAT if applicable), shipping, inland transportation, site civil foundations, mechanical and electrical erection, testing, commissioning, full warranty, and continuous 03 Year (with option for 5-Year extension) Operation and Maintenance support.
- **Comprehensive Warranty & Maintenance:** The mandatory service period covers all routine preventive maintenance, emergency breakdown callouts, module cleaning, regular performance

audits, structural overhauling, and free-of-charge replacement of defective PV modules, controllers, BLDC pumps, wiring, and accessories.

- **Strict Fault Rectification Window:** During the active warranty/maintenance period, any system fault or performance drop must be fully rectified within a strict maximum window of seven (07) calendar days from the date of official notification. Liquidated damages/penalties apply for delayed fault rectification.
- **Insurance & Risk Management:** The contractor shall secure and maintain comprehensive transit, erection, equipment, third-party liability, and operational insurance coverages throughout the project lifecycle at zero additional cost to the client.

2. Key System Performance & Engineering Summary

Parameter / Engineering Metric	Specified Technical Standard / Mandate
Total System Quantity	04 Complete Turnkey Systems (Karuwalagaswewa: 03, Nawagaththegama: 01)
Minimum Daily Water Yield	$\geq 500 \text{ m}^3$ (500,000 Litres / day) at design TDH
Total Dynamic Head (TDH)	15 Meters (inclusive of static lift, drawdown, and friction losses)
Target Service Irrigation Area	25 Acres per installation site (Total 100 Acres across 4 sites)
Water Source Versatility	Bore-well, Open Well, Natural Water Stream, Agricultural Reservoir, Ground Tank
Engineering & Service Scope	Turnkey Design, Supply, Civil Base Erection, Installation, Commissioning & 3 Yr O&M
Site Finalization & Layout	Mounting structures and array orientation to be optimized post-bid joint site survey

3. Operating & Environmental Site Conditions

All outdoor equipment, PV modules, motor controllers, mounting structures, junction boxes, and cabling must be ruggedized to operate continuously in Sri Lanka's dry-zone tropical climate without degradation, thermal derating, or severe atmospheric corrosion:

Environmental Parameter	Design Threshold / Operating Standard
Average Ambient Temperature	30 °C (Nominal Operating Conditions)
Maximum Design Temperature	50 °C (Continuous operation under direct sun without thermal tripping)
Relative Humidity Range	Up to 95% (Humid, tropical, highly corrosive environment)
Average Solar Insolation	4.5 kWh / m ² / day (Baseline solar resource)
Main Civil Base Wind Load	Must withstand peak wind gusts up to 100 km/hr
PV Panel & Mounting Resistance	Must withstand wind gusts up to 50 km/hr without structural deflection
Ingress & Environmental Class	IP65 minimum for electronics; Dust, salt mist, and insect intrusion resistant
Printed Circuit Board (PCB) Protection	Mandatory Conformal Coating / Full Potting on all electronic controls
Electrical Terminals & Hardware	SS316 / Corrosion-proof tinned copper terminals and hardware

4. Detailed Component Specifications

4.1 Solar Photovoltaic Array & Generator

- **System Capacity:** Total Array Capacity per pump system must be sized between 10 kW Minimum measured under Standard Test Conditions (STC), or optimized higher if required to deliver the guaranteed 500 m³/day yield.
- **Module Sizing:** Minimum 450 Wp under Standard Test Conditions (STC) per module. High-efficiency Tier 1 Mono-PERC or N-Type TOPCon modules are preferred.
- **String Engineering:** Configured with adequate series/parallel module strings to deliver optimum operating voltage and current matching controller MPPT specifications.
- **Quality Standard:** 100% brand new, commercially available, latest model currently in active production. Old stock strictly rejected.

- **Standards & Certifications:** IEC 61215 (Design qualification & type approval), IEC 61730 (PV module safety qualification Class II), IEC 61701 (Salt mist corrosion testing), IEC 62716 (Ammonia corrosion testing), IEC 62804 (PID resistance).
- **Product Warranty:** A product warranty of **12 years or more** is required
- **Performance Warranty:** Linear power warranty guaranteeing maximum 15% performance degradation in 30 years (minimum 85% rated power at Year 30).

4.2 Motor Submersible Pump Set

- **Motor Type:** Maintenance-free Brushless DC (BLDC) motor with permanent magnet rotor.
- **Motor Rating:** Continuous hydraulic power rating greater than 5.0 kW (> 5 kW).
- **Impeller Construction:** Stainless Steel (SS304 / SS316) impellers, diffusers, and casing for maximum wear resistance.
- **Outlet Diameter:** 4-inch to 6-inch nominal outlet connection.
- **Installation Setting:** Bore-well, open well, water stream, or ground storage reservoir.
- **Warranty & Spares:** Minimum 2 years direct manufacturer warranty. Bidders must confirm local spare parts availability in Sri Lanka.
- The submersible motor pump unit will be installed underwater therefore, all cable connections and seals should be tight and fixed as per the instructions in the installation guide provided by the manufacturer
- If the pump peak flow is greater than the safe yield of the well, ensure that dry-run protection is included in the motor pump system.
- Manufacturer or factory test reports shall be delivered upon request

4.3 Controller, Protection & Electronics

- **Power Optimization:** Integrated Maximum Power Point Tracker (MPPT) with >99% tracking efficiency to maximize daily water yield.
- **Switching Equipment:** High-reliability dual AC/DC operational switch gear.
- **Motor Protections:** Dry-run protection, open circuit, short-circuit, reverse polarity, and thermal protection.
- **System Protections:** Type II Surge Protection Devices (SPD), lightning protection, earthing system (<5 Ω), storm/hail protection.
- **Warranty:** Minimum 3 years direct manufacturer warranty and local spare parts commitment.
- **Flow Meter:** Measures the pump's water flow rate, providing water consumption or delivery data.
- **Monitoring equipment:** Water Level Sensor, Pressure Sensor, Temperature sensors, Voltage and current sensors, Solar irradiation sensors

4.4 Structural & Civil Works

- **Mounting Type:** Ground-mounted structure with a minimum clearance of 2.0m above ground level to prevent shadowing, flooding, and animal interference.
- **Material:** Hot-dip galvanized iron (GI) (min 80 microns) or anodized aluminum alloy structure. All fasteners SS304/SS316.
- **Civil Base:** Concrete foundations and anchorings engineered to withstand 100 km/hr wind gusts.

4.5. This Solar Pump project provides three (3) years of comprehensive, zero-cost after-sales service and

operational support.

- **Annual Reporting:** Annual maintenance report submitted at the end of each year using standard SLSEA reporting format.
- **Corrective Maintenance:** Rapid response, emergency repairs, component replacement (inverters/panels/pumps), and diagnostic troubleshooting.
- **Preventive Maintenance:** Bi-annual panel cleaning (2x per year), routine electrical inspections, performance testing, system upgrades, and earth resistance checks/rectification.
- **Spare Parts Package:** Essential emergency spares kit supplied alongside each installed system.

4.6 Safety of Personnel & Site Standards

- **Work Above Ground:** Enforcement of mandatory fall protection and harnesses for elevated works above ground.
- **Falling Material Protection:** Safety netting and overhead protective barriers to prevent injury from falling material.
- **Permit to Work System:** Implementation of a formal 'Permit to Work' system for any connections or operations on live equipment.
- Labeling safety instructions at necessary places & labeling the components in 3 languages

4.7 Performance measurement

The system's performance can be determined by evaluating the complete system under field conditions in accordance with IEC62253: Photovoltaic Pumping Systems–Design qualification and performance measurements.

4.5 Required Documents

The bidder must submit a comprehensive set of documents to ensure the quality, compliance, and long-term viability of the proposed solar PV system. These documents include:

- a. **Technical Literature:** Catalogues, datasheet and technical specifications for all offered units.
- b. **Technical Schedule:** A duly filled and signed technical schedule.
- c. **Project Drawings:** Electrical and other project drawings.
- d. **Experience Records:** Records of previous supplies from both the bidder and the installer.
- e. **Single-Line Diagram:** A single-line diagram signed by Engineer.
- f. **Certificates:** A valid certificate from an internationally or nationally recognized testing laboratory to confirm the quality of the equipment.
- g. **Performance Data:** The performance curve of the PV panels over their lifetime.
- h. **Warranty:** The warranty contract and all associated documents.
- i. **Authorization:** Valid authorization letters from the manufacturer.
- j. **Cable Calculations:** Sheets detailing the calculations for both DC and AC cables.
- k. **Warranty document and O&M agreement copy**

SECTION 2: TECHNICAL BIDDING FORMS & SCHEDULES

Form 1: Bidder's Technical Compliance & Data Sheet

Instructions: Bidders shall state 'Comply' or 'Non-Comply' for each requirement and detail the exact specifications of the offered equipment.

Item	Parameter / Standard Requirement	Bidder Compliance (Comply / Non-Comply)	Offered Value / Model / Technical Specification	Offered Warranty - Year
1.1	04 Nos. Solar Powered Water Pump Systems			
1.2	Daily Discharge: $\geq 500 \text{ m}^3$ (500,000 L) at 15m TDH			
1.3	Location: Karuwalagaswewa (3), Nawagaththegama (1)			
1.4	PV Array Capacity (STC) kWp			
1.5	Individual PV Module Capacity: Minimum 400 Wp			
1.6	Motor Pump Set: >10kW, Maintenance-free BLDC motor / Hybrid mode			
1.7	Impeller Material: Stainless Steel (SS304/316)			
1.8	Pump Outlet Size: 4-inch to 6-inch diameter			
1.9	Controller: Built-in MPPT & Dry-Run Protection and Hybrid mode			
1.10	Protections: Short-circuit, Open-circuit, Reverse Polarity, SPD			
1.11	Structure: Hot-dip GI / Aluminum, Min 2m elevation, SS Bolts			

1.12	Wind Loading: Structure withstands 100 km/hr wind			
1.13	Enclosure Rating: Tropical, corrosion/insect/dust proof			
1.14	Circuit Boards: Conformal coating or potting mandatory			
1.15	Service Support: Binding 3 O&M & spares support			

Form 1: Bidder's Technical Compliance & Data Sheet Pump and controller

Component Unit	Net Weight	Key Dimensions
Complete Pump Unit		
Solar Pump Controller		
Submersible Motor		
Pump End		

Category	Parameter / Component	Specification
1. System Performance Overview		
System Capacity	Maximum Static Head	
System Capacity	Maximum Flow Rate	
Borehole Compatibility	Min. Well Diameter	
Submersion Depth	Max. Submersion	
Applicable standard		
2. Controller system		
Electrical Rating	Max. Input Voltage / Power	
Optimum Voltage	Optimum Vmp (STC)	
Motor Current / Eff.	Max. Current / Peak Efficiency	
Protection & Enclosure	Ambient Temp. / Enclosure	
Features & Functions	Hybrid Power & Control	
Applicable standard		

3. Motor system		
Motor Type	3-Phase AC /DCSubmersible	
Operating Limits	Frequency Range / Speed	
Efficiency / Power Factor	Max Efficiency / Cos(ϕ) %	
Materials & Build	Stainless Steel / Protection IP67 or more, class F insulation	
4. Pump End system		
Pump Hydraulics	Centrifugal Pump End and Efficiency	
Construction	Material 304 Stainless Steel and Water Temp.	

Compliance and Standard		
International Quality	ISO	
Photovoltaic Pumping Standards	IEC/EN 61702:1995, IEC/EN 62253 Ed.1	
Warranty pump and Control	03 Year	

Form 2: Detailed Technical Bill of Quantities (BoQ) & Equipment Schedule

Instructions: Bidder shall specify exact components, quantities, and model numbers for 1-unit pump system (Total = 04 Systems).

Item No.	Component Description	Qty per System	Offered Model / Technical Specification	Cost LKR
1.0	SOLAR PV GENERATION SYSTEM	SECTION		
1.1	Solar PV Modules ($\geq 400\text{Wp}$, STC, Tier 1)	____ Nos.		
1.2	Ground Structure (Hot-dip GI/Alum, $\geq 2.0\text{m}$ height)	1 Set		

1.3	DC Interconnect Cables, SPDs & Junction Boxes	1 Set		
2.0	PUMPING & CONTROLLER EQUIPMENT	SECTION		
2.1	Submersible BLDC Pump (>5kW, SS Impeller) / hybrid	1 Unit		
2.2	Solar Pump Controller with MPPT	1 Unit		
2.3	AC / DC Isolation Switch & Control Box	1 Unit		
2.4	Dry Operation & Water Level Sensors	1 Set		
3.0	CIVIL WORKS, PIPING & PROTECTION	SECTION		
3.1	Concrete Foundation Bases & Civil Installation	1 Lot		
3.2	Delivery Piping, Valves & Adapters (4" to 6")	1 Lot		
3.3	Earthing System & Lightning Protection Surge Set	1 Set		
4.0	SPARES, SERVICES & DOCUMENTATION	SECTION		
4.1	Mandatory Maintenance Spare Parts Kit	1 Kit		
4.2	Operation & Maintenance Manuals + Warranty	1 Set		
4.3	03-Year Service & Fault Resolution Agreement	1 Contract		
4.4	Other			
	Total			

Form 2A: Service Schedule & Maintenance Response Information

Service Metric / Parameter Requirement	Bidder's Proposal / Response Details
1. Availability of Local Spare Parts Stocks in Sri Lanka	State current warehouse inventory location and key spare parts stocked: _____
2. After-Sales Maintenance Response Timeline • How many hours/days to attend site after failure notification? • How is the post-warranty service agreement structured? • How many days required to repair/replace failed units?	• Attendance Response Time: Maximum ____ Hours • Service Agreement Plan: _____ • Repair / Replacement Time: Maximum ____ Days
3. Maintenance Cost Schedule • Annual O&M Cost per year (Years 1 - 3 / Years 1 - 3) • Attach detailed bi-annual PM schedule and execution plan	• Annual O&M Cost (LKR/year): _____ • Maintenance Plan Attached: [☐] Yes [☐] No

Form 3: Declaration of 7-Year Maintenance & Service Commitment**To: Director General, Sri Lanka Sustainable Energy Authority****Project: Design, Supply, Installation, Commissioning & Maintenance of 04 Nos. Solar Powered Water Pump Systems**

1. We hereby confirm that all equipment, solar panels, motor pump sets, controllers, structures, and accessories offered in our bid are 100% brand new, currently in production, and fully compliant with all technical specifications.
2. We legally bind our organization to provide comprehensive after-sales service, technical fault resolution, and genuine spare parts support for a minimum period of 07 YEARS from the date of official commissioning.
3. Local Service Support & Response Network Information:

Authorized Local Service Center Name	
Physical Address of Service Center	
Hotline / Telephone Number	
Designated Service Manager / Contact Person	
Emergency Fault Response Time	Maximum ____ Hours

Authorized Signature:	Name of Bidding Firm:
Name of Signatory:	Official Company Seal:
Designation / Title:	Date:

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (l) “The Project Site,” where applicable, means the place named in the Contract Data.
- 2. Contract Documents
 - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption
 - 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation
 - 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

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

4.4 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

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

	8.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
	10.3	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply	11.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price	14.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

vary from the prices quoted by the Supplier in its bid.

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| 15. Terms of Payment | <p>15.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |
| 16. Taxes and Duties | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> |
| 17. Performance Security | <p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p> |
| 18. Copyright | <p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall</p> |

remain vested in such third party.

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| 19. Confidential Information | <p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20. Subcontracting | <p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p> |
| 21. Specifications and Standards | <p>21.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> |

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.
- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 22.Packing and Documents
- 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 23.Insurance
- 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 24.Transportation
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.Inspections and Tests
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling g and board and lodging expenses.

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated
Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,

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

30. Change in
Laws and
Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

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

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

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- | | |
|---|---|
| 32. Change Orders and Contract Amendments | <p>32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none">(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;(b) the method of shipment or packing;(c) the place of delivery; and(d) the Related Services to be provided by the Supplier. <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> |
| 33. Extensions of Time | <p>33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the</p> |

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

Section VII.

Contract Data

The following Contract Data shall supplement and/or amend the Conditions of Contrast (CC) whenever there is a conflict in the provisions herein shall prevail over those in the condition of the contract.

CC	
1.1 (i)	The Purchaser is: Director General Sri Lanka Sustainable Energy Authority, No. 80, Sir Ernest De Silva Mawatha, Colombo 07 <u>Tel</u> 0112575030 Email: procument@energy.gov.lk
1.1 (m)	The Project site(s) / Final Destination(s) is/are : Ussana Project Karuwalagaswewa & Nawagaththegama
8.1	For notices ,the Purchaser's address shall be : Attention: Director General, Sri Lanka Sustainable Energy Authority Address: No. 80, Sir Ernest De Silva Mawatha, Colombo 07 <u>Tel</u> 0112575030 Email: procument@energy.gov.lk
12.1	Details of shipping and other Documents to be furnished by the Supplier are:
15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (a) First Payment: 20% of the contract value will be paid after submitting the advance payment guaranty. (b) Second Payment: 50% of the contract value will be released after completion of the whole works of the system installation completed on technical recommendation. (c) Third Payment: 20% of the contract value will be released after testing, Commissioned & handed over the solar PV pump system in good working condition one-month good working condition. Finally, 10% of the contract price will be retained by SLSEA during 12-month period (365 Days) from date of the Commissioned & handed over the solar PV system in good working condition date. Retained amount will be released if the system is operating successfully.
15.2	The contractor should complete and forward completed works for the approval of the purchaser within the scheduled time.
15.3	Report submitted for the payment approval is checked by the purchaser and if an error is found contractor shall correct them within the time specified in the purchaser's notice

17.1	This 10% Performance Guarantee shall be provided the format given in this document and shall valid until 28 days beyond the scheduled completion of supply of goods. Performance Guarantee shall be unconditional (upon receipt of first demand in write) and issued by Commercial bank approved by Central Bank of Sri Lanka is acceptable.
25.1	The inspections and tests shall be done by the purchaser (Implementing agency) or its designated representative shall be entitled. The contractor shall undergo all expenses at no cost to the purchaser.
25.2	The Inspections and tests shall be conducted at each site, contractor's and sub-contractor's stores.
26.1	The liquidated damages rate is 0.05 percent of the contract price per day with a maximum of 10% of the total contract price and will apply when there is a failure to deliver goods and perform the service within the period specified in the contract.

Section VIII. Contract Forms

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1.Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of* or *corporation* and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

2. Performance Security

[Note: the purchaser is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

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

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

* Beneficiary:----- *[Name and Address of Employer]* -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No *[reference number of the contract]* dated

----- with you, for the ----- *[Supply of]* ----- *[na me of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your 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, 20.. *[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

3. Guarantee for Advance Payment

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

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

ICB No. and title: *[insert number and title of bidding process] [is 'uing agency's letterhead]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁵⁰ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵¹]*.

[signature(s) of authorized representative(s) of the issuing agency]

⁵⁰ *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁵¹ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”*

Standards Code	Topic	Description	International Standards	Mandatory requirement
SLS 1522 (2016)	Sri Lanka Standards Code of Practice for Grid Connected PV Power Systems.	This Technical Standards defines the minimal information and documentation required to be handed over to a customer following the installation of a grid connected PV system. This standard also describes the installation, testing and commissioning procedure and documentation expected to verify the safe installations and correct operation of the system. It is for use by system designers and installers of grid connected net energy metered solar PV systems as a template to provide effective documentation to a customer. By detailing the expected installation, testing & commissioning procedure, it is also intended to assist in the verification / inspection of a grid connected PV system after installation and for subsequent re-inspection, maintenance or modifications. Additional, it is written for grid connected net energy metered solar PV systems only and not for AC module systems or systems that utilize energy storage (e.g. batteries) or hybrid systems.	None	Yes
SLS 1542 (2016)	Electric Cable for Photovoltaic System.	This Technical Standard specifies cables for use in PV System, for installation at the Direct Current (DC) side. These cables are suitable for permanent outdoor use for many years under variable demanding climate conditions. Relatively stringent requirements are set for these products in line with the expected harsh usage conditions. It applies to low smoke halogen free, flexible, single core power cables with cross link insulation and sheath. In particular for use at the DC side of photovoltaic system, with a nominal DC voltage of 1.5kV between conductors and between conductor and earth. The cables are suitable to be used with Class II equipment. The cable are design to operate at a nominal maximum conductor temperature of 90 °C, but for a maximum of 20 000 hours a maximum conductor temperature of 120 °C at a maximum ambient temperature of 90 °C is permitted.	EN 50818 (2014)	Yes
SLS 1543	Safety of Power Converts for Use in Photovoltaic Power System	This Sri Lanka Standard Specification is published in two parts.	IEC 62109	Yes
	Part 1 (2016) General Requirements	Applies to the power conversion equipment (PCE) for use in Photovoltaic (PV) systems where a uniform technical level with respect to safety is necessary. This standard defines the minimum requirements for the design and manufacture of PCE for protection against electric shock, energy, fire, mechanical and other hazards. This standard provides general requirements applicable to all types of PV PCE.	IEC 62109-1 (2010) Edition 1.0	Yes

Standards Code	Topic	Description	International Standards	Mandatory requirement
	Part 2 (2016) Particular Requirements for Investors	Covers the particular safety requirements relevant to DC to AC (Alternating Current) inverter products as well as products that have or perform inverter functions in addition to other functions, where the inverter is intended for use in photovoltaic power systems. Inverters covered by this standard may be grid-interactive, stand-alone, or multiple mode inverters may be supplied by single or multiple photovoltaic modules grouped in various array configurations, and may be intended for use in conjunction with batteries or other forms of energy storage.	IEC 62109-2 (2011) Edition 1.0.	Yes
SLS 1544	Terrestrial Photovoltaic Design Qualification and Type Approval	This Sri Lanka Standard Specifications for is published in different parts although only part of it has been used	IEC 61215	Yes
	Part 1 (2016) Test Requirements	Lays down requirements for the design qualification and type approval of terrestrial photovoltaic (PV) modules suitable for long-term operation in general open-air climates, as defined in IEC 60721-2-1 (unwritten in this document).	IEC 61215-1 (2016) Edition 1.0	Yes
	Part 1-1 (2016) Special Requirements for Testing of Crystalline Silicon Photovoltaic Modules.	This part of IEC 61215 lays down IEC requirements for the design qualification and type approval of terrestrial photovoltaic (PV) modules suitable for long-term operation in general open-air climates, as defined in IEC 60721-2-1. This standard is intended to apply to all terrestrial flat plate module materials such as crystalline silicon module types as well as thin-filmCdTemodules. This standard does not apply to modules used with concentrated sunlight although it may be utilized for low concentrator modules (1 to 3 suns). For low concentration modules, all tests are performed using the current, voltage and power levels expected at the design concentration. This standard does not address the particularities of PV modules with integrated electronics, nit may however be used as a basis for testing such PV modules. The objective of this test sequence is to determine the electrical and thermal characteristics of the module and to show, as far as possible within reasonable constraints of cost and time, that the module is capable of withstanding prolonged exposure in climates described in the scope. The actual lifetime expectancy of modules so qualified will depend on their design, their environment, and the conditions under which they are operated. The standard defines PV technology dependent modifications to the testing procedures and requirements per IEC 61215-1:2016 and IEC 61215-2:2016.	IEC 61215-1-1 (2016) Edition 1.0.	Yes
	Part 2 (2016) Test Procedures	This is similar to the above standard, therefore is intended to apply to all terrestrial flat plate module materials such as crystalline silicon module types as well as thin-film modules. The objective of this test sequence is to determine the electrical and thermal characteristics of the module and to show, as far as possible within reasonable constraints of cost and time, that the module is capable of withstanding	IEC 61215-2 (2016) Edition 1.0.	Yes

Standards Code	Topic	Description	International Standards	Mandatory requirement
		prolonged exposure in general open-air climates. The actual lifetime expectancy of modules so qualified will depend on their design, their environment, and the conditions under which they are operated.		
SLS 1545	Photovoltaic Modules Performance Testing and Energy Rating	This Sri Lanka Standard Specification for is published in two parts		
	Part 1 (2016) Irradiance and Temperature Performance Measurements and Power Rating.	This part of IEC 61853 describes requirements for evaluating PV module performance in terms of power (watts) rating over a range of irradiances and temperatures. IEC 61853-2 describes test procedures for measuring the performance effect of angle of incidence; the estimation of module temperature from irradiance, ambient temperature and wind speed; and impact of spectral response on energy production. IEC 61853-3 describes the calculations of PV module energy (watt-hours) ratings. IEC 61853-4 describes the standard time periods and weather conditions that can be utilized for calculating standardized energy ratings. The object of this part of IEC 61853 is to define a testing and rating system, which provides the PV module power (watts) at maximum power operation for a set of defined conditions. A second purpose is to provide a full set of characterization parameters for the module under various values of irradiance and temperature. This set of measurements is required in order to perform the module energy rating described in IEC 61853-3.	IEC 61853-1 (2011) Edition 1.0.	Yes
	Part 2 (2017) Spectral Responsivity, Incidence Angle and Module Operating Temperature Measurements.	The IEC 61853 series establish IEC requirements for evaluating PV module performance based on power (watts), energy (watt-hours) and performance ratio (PR). It is written to be applicable to all PV technologies, but may not work well for any technology where the module performance changes with time (e.g. modules change their behaviour with light or thermal exposure), or which experience significant non-linearities in any of their characteristics used for the modelling. The purpose of this part of IEC 61853 is to define measurement procedures for measuring the effects of angle of incidence of the irradiance on the output power of the device, to determine the operating temperature of a module for a given set of ambient and mounting conditions and measure spectral responsivity of the module. A second purpose is to provide a characteristic set of parameters which will be useful for detailed energy predictions. The described measurements are required as inputs into the module energy rating procedure described in IEC 61853-3.	IEC 61853 (2016) Edition 1.0	Yes
SLS 1546	Photovoltaic System Power Conditioners – Procedure for Measuring Efficiency	Describes guidelines for measuring the efficiency of power conditioners used in stand-alone and utility-interactive photovoltaic systems, where the output of the power conditioner is a stable AC voltage of constant frequency or a stable DC voltage	IEC 61683 (1999) Edition 1.0	Yes

Standards Code	Topic	Description	International Standards	Mandatory requirement
SLS 1547 (2016)	Photovoltaic System – Characteristic of the Utility Interface	Applies to utility-interconnected photovoltaic (PV) power systems operating in parallel with the utility and utilizing static (solid-state) non-islanding inverters for the conversion of DC to AC. Lays down requirements for interconnection of PV systems to the utility distribution system. It describes specific recommendations for systems rated at 10 kVA or less, such as may be utilized on individual residences single or three phases. This standard applies to interconnection with the low voltage utility distribution system.	IEC 61727 (2004) Edition 1.0	Yes
SLS 1553	Photovoltaic Module Safety Qualification	This Sri Lanka Standard Specification for is published in two parts		
	Part 1 (2017) Requirements for construction	Specifies and describes the fundamental construction requirements for photovoltaic (PV) modules in order to provide safe electrical and mechanical operation. Specific topics are provided to assess the prevention of electrical shock, fire hazards, and personal injury due to mechanical and environmental stresses. This part 1 of SLS 1553 (IEC 61730) pertains to the requirements of construction. PV modules covered by this standard are limited to a maximum DC system voltage of 1500 V.	IEC 61730-1 (2016) Edition 2.0.	Yes
	Part 2 (2017) Requirements for Testing	Defines the requirements of testing. This International Standard series lays down IEC requirements of terrestrial photovoltaic modules suitable for long-term operation in open-air climates. The sequence of tests required in this standard may not test for all possible safety aspects associated with the use of PV modules in all possible applications. This standard utilizes the best sequence of tests available at the time of its writing. There are some issues, such as the potential danger of electric shock posed by a broken PV module in a high voltage system, which should be addressed by the system design, location, restrictions on access and maintenance procedures. The objective of this standard is to provide the testing sequence intended to verify the safety of PV modules whose construction has been assessed by IEC 61730-1. The test sequence and pass criteria are designed to detect the potential breakdown of internal and external components of PV modules that would result in fire, electric shock, and/or personal injury. The standard defines the basic safety test requirements and additional tests that are a function of the PV module end-use applications. Test categories include general inspection, electrical shock hazard, fire hazard, mechanical stress, and environmental stress.	IEC 61730-2 (2016) Edition 2.0	Yes
SLS 1554	Low-Voltage Switchgear and Control gear	This Sri Lanka standard specification for is published in three parts:		
	Part 1 (2017) General Rules.	The purpose of this standard is to harmonize as far as practicable all rules and requirements of a general nature applicable to low-voltage switchgear and control gear to obtain uniformity of requirements and tests throughout the	IEC 60947-1 (2014) Edition 5.2	Yes

Standards Code	Topic	Description	International Standards	Mandatory requirement
		corresponding range of equipment and to avoid the need for testing to different standards. All those parts of the various equipment standards which can be considered as general have therefore been gathered in this standard together with specific subjects of wide interest and application, e.g. temperature-rise, dielectric properties, etc.		
	Part 2 (2017) Circuit-Breakers	This part of IEC 60947 series applies to circuit-breakers, the main contacts of which are intended to be connected to circuits, the rated voltage of which does not exceed 1000 V AC or 1500 V DC; it also contains additional requirements for integrally fused circuit-breakers. Circuit-breakers rated above 1000 V AC but not exceeding 1500 V AC may also be tested to this standard. It applies whatever the rated currents, the method of construction or the proposed applications of the circuit-breakers may be.	IEC 60947-2 (2016) Edition 5.0	Yes
	Part 3 (2017) Switches, Disconnectors, Switch-Disconnectors and Fuse-Combinations Units.	This part of IEC 60947 applies to switches, disconnectors, switch-disconnectors and fuse combination units to be used in distribution circuits and motor circuits of which the rated voltage does not exceed 1000 V AC or 1 500 V DC. The manufacturer shall specify the type, ratings and characteristics according to the relevant standard of any incorporated fuses. This part does not apply to equipment coming within the scope of IEC 60947-2, IEC 60947-4-1 and IEC 60947-5-1. However, when switches and fuse-combination units coming into the scope of this part are normally used to start, accelerate and/or stop an individual motor they shall also comply with other additional requirements,	IEC 60947-3 (2017) Edition 3.2. IEC 60947-4-1 IEC 60947-5-1	Yes
SLS-IEC 62446-1 (2017):	Photovoltaic System Requirements for Testing, Documentation and Maintenance.	This Technical Standards is published in one part for grid connected system, documentation, commissioning tests and inspection.	IEC 62446-1 (2017) Edition 1.0.	Yes
IEC 61701	Salt mist corrosion testing of photovoltaic (PV) modules	Describes test sequences useful to determine the resistance of different PV modules to corrosion from salt mist containing Cl ⁻ (NaCl, MgCl ₂ , etc.).		Yes
IEC 60068-2	Environmental testing	This part of IEC 60068 deals with cold tests applicable to both non heat-dissipating and heat dissipating specimens. For non heat-dissipating specimens, Tests Ab and Ad do not deviate essentially from earlier issues. Test Ae has been added primarily for testing equipment that requires being operational throughout the test, including the conditioning periods. The object of the cold test is limited to the determination of the ability of components, equipment or other articles to be used, transported or stored at low temperature.		Yes
IEC 60227	Polyvinyl chloride insulated cables of rated voltages up to and including 450/750 V -	Applies to rigid and flexible cables with insulation, and sheath if any, based on polyvinyl chloride, of rated voltages U ₀ /U up to and including 450/750 V used in power		YES

Standards Code	Topic	Description	International Standards	Mandatory requirement
	Part 1: General requirements	installations of nominal voltage not exceeding 450/750 V a.c		
SLS IEC 60364	Low Voltage Electrical Installation	This Sri Lanka standard specification for is published in one part:		
	Part 6 (2018) verification		(IEC 60364-6 (2016) Edition 1.0.	YES
SLS IEC 62548: 2018	Photovoltaic (PV) array- Design Requirements		(IEC 62548(2016) Edition 1.0.	YES
SLS 1473	Low voltage surge protective devices	This Sri Lanka standard specification for is published in six parts:		yes
	Part 5 (2019) Requirements and test methods for SPDs for photovoltaic installations			YES
	Part 6 (2019) Surge protective devices connected to the d.c. side of photovoltaic installations – Selection and application principles			YES
SLS 1637 (2019)	Connectors for DC-application in photovoltaic systems – Safety requirements and tests			Yes

Abbreviations

SLSEA - Sri Lanka Sustainable Energy Authority

CEB - Ceylon Electricity Board

LECO - Lanka Electricity Company

ITB - Instructions to Bidders

BDS - Bidding Data Sheet

CC - Condition of Contract

kW - Kilo Watt

kWh - Kilo Watt Hour

VAT - Value Added Tax

GOSL - Government of Sri Lanka

NPA	-	National Procurement Agency (Now Public Finance/Procurement Commission) https://www.treasury.gov.lk/web/procurement-guidelines-and-manuals/section/procurement%20manual
PV	-	Photovoltaic
Ph	-	Phase
SLS/SLSI	-	Sri Lanka Standards Institution
MCB	-	Miniature Circuit Breaker
MCCB	-	Moulded Case Circuit Breaker
DC	-	Direct Current
AC	-	Alternative Current
IEC	-	International Electro technical Commission
IEEE	-	Institute of Electrical and Electronics Engineers
ISO	-	International Organization for Standardization
I-V	-	Current - voltage
PID	-	Potential Induced Degradation
MPPT	-	Maximum Power Point Tracker
Hz	-	Hertz
V	-	Voltage
DG	-	Diesel Generator
THD	-	Total Harmonic Distortion
IP	-	Ingress Protection