

MINISTRY OF AGRICULTURE, LIVESTOCK, LAND AND IRRIGATION

Mahaweli Authority of Sri Lanka



BIDDING DOCUMENT

for

**SUPPLY, INSTALLATION, COMMISSIONING AND
MAINTENANCE OF 459 NOS OF SOLAR POWERED
WATER PUMP SYSTEMS.**

NATIONAL COMPETITIVE BIDDING

CONTRACT No:MASL/PROC/GOODS/NCB/2025/SPWP/05

FEBRUARY 2025

Reference Only

Table of Contents

Section I. Instructions to Bidders (ITB).....	1
Section II. Bidding Data Sheet (BDS)	19
Section III. Evaluation and Qualification Criteria	25
Section IV. Bidding Forms	29
Section V. Schedule of Requirements	43
Section VI. Conditions of Contract.....	59
Section VII. Contract Data.....	75
Section VIII. Contract Forms.....	79

Reference Only

Reference Only

Section I. Instructions to Bidders (ITB)

Reference Only

Reference Only

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 there to 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. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.
- 4.4 Foreign Bidder may submit a bid only if so, stated in the BDS.

- 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

Contents of Bidding Documents

- 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.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section I V. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

- 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 rejection of the bid.

- 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.

- 7.2 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the

meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 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.
- 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

Preparation of Bids

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

11.1 The Bid shall comprise the following:

- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- b) Bid Security or Bid-Securing Declaration, in 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.

- 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**
- 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.
- 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.
- 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.
- 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:
- (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
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (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.
- 18. Documents Establishing the Qualifications of the Bidder** 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (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 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
 - (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 an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be pay able promptly up on 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 up on 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:
 - i. sign the Contract in accordance with ITB Clause 42;
 - ii. 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 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 dead line 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 up on 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

- 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 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

33.1 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.

37. Post qualification of the Bidder

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.

37.2 The determination shall be based up on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative termination 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

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

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.

Award of Contract

39. Award Criteria

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.

40. Purchaser's Right to Vary Quantities at Time of Award

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 whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 41. Notification of Award**
- 41.1 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.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 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.
- 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.

Reference Only

Section II. Bidding Data Sheet (BDS)

Contents

Section II. Bidding Data Sheet (BDS)	19
A. General	21
B. Contents of Bidding Documents	21
C. Preparation of Bids	22
D. Submission and Opening of Bids	23
E. Evaluation and Comparison of Bids	24

Reference Only

Reference Only

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Director General Mahaweli Authority of Sri Lanka
ITB 1.1	The name and identification number of this procurement are: <i>Supply, Installation, Commissioning and Maintenance of 459 Nos. of Solar Powered Water Pump Systems.</i> MASL/PROC/GOODS/NCB/2025/SPWP/05
ITB 2.1	The source of funding is: GOSL
ITB 5	Add the following to ITB 5: 5.2 For purpose of this Clause, the term “goods” includes commodities, raw material, machinery, equipment and industrial plants; and “related services” includes services such as insurance, installation, training and initial maintenance. 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components
	B. Contents of Bidding Documents
ITB 6	Add the following to ITB 6: 6.3 The Purchaser is not responsible for the completeness of the Bidding document and their addenda, if they were not obtained directly from the Purchaser.
ITB 7.1	For <u>Clarification of bid purposes</u> only, Attention: Procurement Division, 9th Floor, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha, Colombo 10. Telephone: 0112 687 235 Facsimile: 0112 687 484 E mail: masldpc@gmail.com

<p>ITB 7.2</p>	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: 05th March 2025</p> <p>Time: 10.00 a.m.</p> <p>Venue : Procurement Division, 9th Floor, Director General’s Office Mahaweli Authority of Sri Lanka, No.500, T. B. Jayah Mawatha, Colombo 10.</p>
<p>C. Preparation of Bids</p>	
<p>ITB 11.1 (e)</p>	<p>The Bidder shall submit the following additional documents:</p> <ul style="list-style-type: none"> (i) <i>Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;</i> (ii) <i>Documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid;</i> (iii) <i>Brochures of all main components (i.e.: Solar module, Pump Controller, Inverter, Pump etc.)</i> (iv) <i>Manufacture Authorization of main components</i> (v) <i>List of clients within last five years</i> (vi) <i>The supplier shall have sold at least 500 units during the past five years. (acceptable purchase orders, awarded notice should be provided along with client’s contact details – Name, Tel No, e-mail address, etc.)</i> (vii) <i>All the technical documents as stated in the Schedule of Requirement – No 08</i>
<p>ITB 14.3</p>	<p>Add the following</p> <p>Bidder shall quote for all the items and requirements</p>
<p>ITB 17</p>	<p>Add the following to ITB 17:</p> <p>17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> <p>17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>

ITB 17.3	Period of time the Solar Pumps expected to be functioning more than 5 years
ITB 18.1 (b)	After sales service <i>is required (for repairs)</i>
ITB 19.1	The bid shall be valid until: 91 days from the deadline for Bid Submission. ie. 11th June, 2025
ITB 20.1	The Bid shall include a Bid Security (issued by a bank) in the format given in Section IV Bidding Forms. The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.
ITB 20.2	The amount of the Bid Security shall be: LKR 2,500,000.00 Bid Security shall be valid for 119 days from the deadline for Bid Submission ie. 09th July 2025
	D. Submission and Opening of Bids
ITB 22.2 (c)	The envelope shall bear the following identification marks: “Supply, Installation, Commissioning and Maintenance of 459 Nos of Solar Powered Water Pump Systems MASL/PROC/GOODS/NCB/2025/SPWP/05
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Attention: Procurement Division, 9th Floor, Director General’s Office Mahaweli Authority of Sri Lanka, No.500, T.B. Jayah Mawatha, Colombo 10 Telephone: 011 2 687 235/ 2 687 484 The deadline for the submission of bids is: Date: 12th March 2025 Time: 2.00 p.m.

<p>ITB 26.1</p>	<p>The bid opening shall take place at: Procurement unit, Procurement Division 9th Floor, Director General’s Office Mahaweli Authority of Sri Lanka, No.500, T.B. Jayah Mawatha, Colombo 10.</p> <p>Date: 12th March 2025 Time: 2.00 hrs.</p>
	<p>E. Evaluation and Comparison of Bids</p>
<p>ITB 35.3(d)</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Yes, Add 0.5% of total bid price per week for deviation from the earliest delivery date during schedule provided</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) Other specific criteria: The availability of spare parts and after sales services in the Purchaser’s Country for the equipment offered in the bid: Yes, <i>Periodical services and repair services shall be carried out at client’s site.</i></p>
<p>ITB 35.4</p>	<p><i>Not Applicable</i></p>
<p>ITB 35.5</p>	<p><i>Bidders shall be quoted for all the items.</i></p>

Section III. Evaluation and Qualification Criteria

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

Contents

Section III. Evaluation and Qualification Criteria	26
1. Evaluation Criteria (ITB 35.3 (d))	26
2. Factors for Evaluation Criteria (ITB 35.4)	26
3. Multiple Contracts (ITB 35.5)	27
4. Post Qualification Requirements (ITB 37.2)	27

Section III. Evaluation and Qualification Criteria

1. EVALUATION CRITERIA (ITB 35.3 (D))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as Specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the Following criteria and methodologies.

(a) Delivery schedule

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V. Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section V. Delivery Schedule.

(b) Deviation in payment schedule.
(Not Applicable)

2. FACTORS FOR EVALUATION CRITERIA (ITB 35.4)

- (1) Prior to the detail evaluation of bidders, the TEC will determine whether each Bidder has fulfilled the followings. Bids are rejected if they do not have the following.
 - I. Meets the eligibility criteria
 - II. Whether required documents are submitted properly and signed
 - III. Substantial responsiveness of the bidder to the requirements/ conditions
 - IV. Necessary warranty required
 - V. Past experience and performances
 - VI. Human resources availability of the company and Insurance
 - VII. Previous/Present client list

- (2) After that preliminary examination of above, the TEC will attend to a detail examination (technically and financially) with considering the following.
 - I. Conformity with specifications
 - II. Complied with SLS standards
 - III. Financial Stability
 - IV. After Sale Service

- V. Delivery Schedule
- VI. Installation and commissioning period
- VII. Total Price
- VIII. Technical Capacity
- IX. Able to maintain the spare parts after the warranty period
- X. Technical verification certificates of all parts of the system

3. MULTIPLE CONTRACTS (ITB 35.5)

Not Applicable

4. POST QUALIFICATION REQUIREMENTS (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- i. Technical Staff and facilities availability of the local bidder.
- ii. Bidders shall demonstrate the availability of repair facilities to handle any type of repairs and services within warranty period.
- iii. Bidder shall have financial strength and shall be able to execute this contract without financial failure and attend required after sales services for the committed time period
- iv. Bidder shall have the certificate of business registration issued by a government authority for companies. Local authority issued business registration shall not be considered.
- v. Bidder shall have obtained the valid registration from Sri Lanka Sustainable Energy Authority (SLSEA) for "Solar PV Module" on or before the date of bid closing/opening.
- vi. Bidder shall have more than **05 years** of experience in Solar water Pumps systems in Sri Lanka.

Section III. Evaluation and Qualification Criteria

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:
- i. The units (Water pumps, Solar systems, solar related other equipment's...) offered shall be current standard model of production which is substantially the same as model in successful use for a period of 5 years operation. The bidder should submit documentary evidence to prove that they have sold at least 500 units for past five years period. bidder should submit documentary evidences for these with details.
 - ii. Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided the manufacturer furnishes a legally enforceable authorization in using the form included in Section IV assuring full guarantee and warranty obligations as per GCC and SCC for goods offered.
 - iii. The bidder has supplied and provided after sales service at least to the extent of quantities as indicated above for the last 5 years, which must be in satisfactory operation for at least one year on the date.

Reference Only

Section IV. Bidding Forms

Table of Forms

Bid Submission Form	31
Price Schedule.....	33
Bid Security (Bank Guarantee).....	35
Manufacturer's Authorization.....	37
Bidder Information Form.....	38
Joint Venture Partner Information Form.....	40

Reference Only

Reference Only

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:

Invitation for Bid No.: MASL/PROC/GOODS/NCB/2025/SPWP/05

To: The Director General,
Mahaweli Authority of Sri Lanka.

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];*
- (b) 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 ***Supply, Installation, Commissioning and Maintenance of 459 Nos of Solar Powered Water Pump Systems***
- (c) The total price of **Supply, Installation, Commissioning and Maintenance of 459 Nos Solar Powered Water Pump Systems** including any discounts offered as below;

No	Description	Quantity	Unit Price (Rs)	Amount in figures (before VAT) (Rs.)	Amount in figures (after VAT) (Rs.)	Amount in Words (before VAT) (Rs.)
01	<i>Supply, Installation, Commissioning and Maintenance of Solar Powered water pump systems</i>	459				

- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, 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 4.2;

Section IV Bidding Forms

- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (h) 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.
- (i) 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]

Date -
[Insert date of signing]

Company Seal -

Price Schedule

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

Reference Only

PRICE SCHEDULE

1	2	3	4	5	6	7	8	9	10	11
Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)										
Line-Item No.	Description of Goods or related services	Qty and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8 + 10 or 9+10)
1	<i>Supply, Installation, Commissioning and Maintenance of Solar Powered water pump systems</i>	459 Nos								
Total amount to be transferred to the bid submission form										

Name of Bidder
[Insert complete name of Bidder]

Signature of Bidder
[Signature of person signing the Bid]

Date
[Insert date]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Director General,
Mahaweli Authority of Sri Lanka
No 500, T.B. Jayah Mawatha,
Colombo 10.

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ *[Name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of ***Supply, Installation, Commissioning and Maintenance of 459 Nos of Solar Powered Water Pump System*** under Bid No: ***MASL/PROC/GOODS/NCB/2025/SPWP/05***

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ *[Name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Amount in figures]* _____

[Amount in words] upon 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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

[Signature(s)]

Reference Only

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]

NCB No.: MASL/PROC/GOODS/NCB/2025/SPWP/05

To: Director General,
Mahaweli Authority of Sri Lanka.

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]*

Bidder Information Form

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

Date: _____
[Insert date (as day, month and year) of Bid Submission]
NCB No.: MASL/PROC/GOODS/NCB/2025/SPWP/05

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[Insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[Insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[Insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[Insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[Insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[Insert Authorized Representative's name]</i> Address: <i>[Insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[Insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[Insert Authorized Representative's email address]</i>

7. Attached are copies of original documents of: *[Check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
- In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

8. The Bidder shall affirm the following:
I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Purchaser.

.....
(Signature of person authorized to sign)

.....
(Name and title of person authorized to sign)

9. List below the supplementary supporting documentary evidence attached.

Reference Only

Joint Venture Partner Information Form

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

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

NCB No.: MASL/PROC/GOODS/NCB/2025/SPWP/05

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[Insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[Insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[Insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[Insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[Insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[Insert name of JV's Party authorized representative]</i> Address: <i>[Insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[Insert email address of JV's Party authorized representative]</i>

7. Attached are copies of original documents of: *[Check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

- 1.
- 2.
- 3.

10. Name and address of Air Carrier proposed to be used by supplier:

Reference Only

Reference Only

Section V.
Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	45
2. List of Related Services and Completion Schedule	46
3. Technical Specifications	47
4. Inspections and Tests	57

Reference Only

Reference Only

1. List of Goods and Delivery Schedule

Description of Goods	Quantity	Unit	Final (Project Site) destination as specified in BDS	Delivery Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [To be provided by the bidder]
Solar powered water pump systems	45	Nos	Establish in 45 locations in System B, Welikanda nominated by DRPM (Agri)	04 weeks	8 weeks	
	37	Nos	Establish in 37 locations in System C, Dehiattakandiya nominated by DRPM (Agri)			
	22	Nos	Establish in 22 locations in System D, Madirigiriya nominated by DRPM (Agri)			
	10	Nos	Establish in 10 locations in System E, Victoria/Hasalaka nominated by DRPM (Agri)			
	08	Nos	Establish in 08 locations in System G, Bakamoonna nominated by DRPM (Agri)			
	210	Nos	Establish in 210 locations in System H, Thambuttegama nominated by DRPM (Agri)			
	40	Nos	Establish in 40 locations in System Huruluwewa, Palwehera, nominated by DRPM (Agri)			
	20	Nos.	Establish in 20 locations in System Rambakenoya, nominated by DRPM (Agri)			
	27	Nos.	Establish in 27 locations in System Walawa, Embilipitiya, nominated by DRPM (Agri)			
	40	Nos.	Establish in 40 locations in System L, Walioya, nominated by DRPM (Agri)			

Name of Bidder
[Insert complete name of Bidder]

Signature of Bidder
[Signature of person signing the Bid]

Date
[Insert date]

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Repair or service the equipment when farmer complain within warranty period is to be carried out free of charge.	All quoted Nos.	All quoted Units	All delivery points.	Two years from the delivery date.
2	Training and demonstration	10	One session per each system	Relevant farmers & officers in systems	Period between installing & Commissioning

Name of Bidder
[Insert complete name of Bidder]

Signature of Bidder
[Signature of person signing the Bid]

Date
[Insert date]

3. Detailed Technical Specifications and Standards

1. Scope

These systems have been expected to installing remote farmer fields all around the country. Average 40,000 litres per day need to the cultivate 2-3 acres. Supply, Installation and Commissioning of Complete Solar PV Pumping System comprising of Solar PV Modules, Maintenance-free brushless DC Motor Submersible Pump with SS Impeller, Mounting Structure, Cables, Pipe etc. which will provide 40,000 litres per day at 20 m of minimum head. Place of mounting the solar panel and other components is allowed to decide by the bidder after inspection and discussing with relevant officers.

Scope of the work shall be as follows:

1. Supply and install of average 40,000 litres per day minimum of the 20 m minimum total head along with the associated civil works on the allocated space on the sites.
2. The suction and delivery head will depend on the site-specific condition of the field, however, the total head shall be not less than 20 m.
3. Solar Powered Water Pumps greater than or equal to 1500 W (with outlet diameter not less than 2") may be installed on a suitable bore-well/ open well/ water reservoir/ water stream/ ground water tank etc.
4. Water pumping system needs to be operated with a PV array capacity not less than 2000 W peak, measured under Standard Test Conditions (STC). Sufficient number of modules in series and parallel could be used to obtain the required PV array power output. The power output of individual PV modules used in the PV array, under STC, shall be a minimum of 550 Watts peak, with adequate provision for measurement tolerances. Use of PV modules with higher power output is preferred.
5. Supply and installation of all other standard components to complete the system including solar pump, controller, cables, surge protection and protection devices
6. The PV modules shall be mounted on rotatable and tiltable metallic structure of adequate strength and appropriate design and minimum 5 ft above the ground level, which can withstand load of modules and high wind velocities up to 100 km/h. The support structure used in the system should be hot dipped galvanized. Cost of the structure (if any) is required to be included in the Bid.
7. A sufficient and suitable lightning arrester shall be provided with minimum height not less than 10 ft.
8. Adequate protections should be incorporated against dry operation of motor pump set, lightning, hails and storms. Full protection against open circuit, accidental short circuit and reverse polarity should be provided.
9. A good reliable switch suitable for DC use is to be provided with the motor pump set. Sufficient length of flat type cable should be provided for inter-connection between the PV array and the motor pump set.
10. Provide necessary earthing system

11. Contractor shall bind to be obtained the after sales services for operating the system sustainability minimum 10 years (solving any faults, supplying spare parts)
12. Required Spares for trouble free operation during the warrantee period shall be provided along with the system.
13. It shall also have clear instructions about mounting of PV module, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. Name and address of the person or Centre to be contacted in case of failure or complaint shall also be provided. A warranty card for the modules and the motor pump set shall also be provided to the beneficiary

All the equipment offered shall be brand new, quality products, latest in model/versions & technology and currently in production. It shall be completed with standard components and accessories to perform the desired functions and conform to the given specifications.

2. Operating Conditions

Average Ambient Temperature	30 °C
Max. Ambient Temperature	50 °C
Max. Relative Humidity	95 %
Environmental Condition	Humid Tropical Climate
Withstand wind gusts	100 km/h
Average Daily Solar Radiation	4.5 kWh/m ²

The PV array and support structure must be able to withstand wind gusts speed up to 100 km/h without damage.

All wiring, enclosures, and fixtures that are mounted outdoors must be resist to high humidity, corrosion, insect and dust intrusion. Use of corrosion resistance terminals is required. Protection of the electronic circuit boards from corrosion by potting or applying a conformal coating is recommended.

3. Site Locations

	Description	Locations / Address
01	Supply & Installation of solar water pumping systems	Farmer fields in nominated location at all the systems (Farmer names & addresses will be given later)

4. Solar pump System

The following details should be marked indelibly on the motor pump set

Name of the Manufacturer or Distinctive Logo.

Model Number.

Serial Number.

4.1 General Parameter

Parameter	Requirement
Average daily output	40,000 litres
Power of the water pump (W)	> 1500 W
Total head	> 20 m
Pump outlet	2" (2 inches)
Solar PV array Power (W)	> 2000 W
Pump Motor Efficiency %	90% more
Pumping system Motor	Maintenance free brushless
Impeller	SS (Stainless Steel)
Pump Enclosure IP	IP 68 or more
Pipe length	30 m
Controller features	<ul style="list-style-type: none"> • MPPT for solar power tracking • Dry run protection • Surge protection • IP 65 or greater

4.2 Single Line Diagram

Single line diagram of the installation shall be provided (need not dimension). Technical details of all equipment shall be in the technical schedule.

4.3 Surge Protectors

Solar system shall include the necessary devices to protect the system from the DC surges.

4.4 Lightning protection

Provide necessary devices to protect the system from the lightning surges.

4.5 Specifications/standards/requirements for Solar PV Modules

The solar PV modules intend to use for the proposed solar PV system should be in conformity to following standards and requirements;

- a. Should be made out of mono crystalline N type silicon cells.
- b. Year of manufacture shall be 2024 or after

- c. Photo electrical conversion efficiency of Solar PV module shall be 20% or higher.
- d. Module rating to be 550 Wp or higher.
- e. Rated output of module shall be within 0~ +5W of the declared value.
- f. Shall perform in an operating environment where; solar PV panel temperature ranging between 10 °C to 85 °C and relative humidity is 95%.
- g. Economic life should be more than 25 years.
- h. Modules shall be encapsulated and sealed to protect silicon cells from external environment and prevent ingress of moisture during its economic life.
- i. The PV modules must be tested & approved by one of the IEC authorized test centres as per relevant and latest IEC standards.
- j. The modules shall be complied with **IEC 61215, IEC 61730, IEC 61701, IEC 62716 and IEC 62804 Electrical** Protection Class II and CE guidelines or latest for safety.
- k. The bidder shall be an Authorized Representative to market and service of this product in Sri Lanka (*Attach a copy of the Authorization letter from the manufacture*).
- l. Product warranty for the solar modules should be 12 years, and linear performance warranty should be indicated against at least 85% power output in 25th year. Warranty statement from the supplier should be attached.

4.6 Identification of solar PV modules

Solar PV modules shall be provided with RF/Bar Code identification label. This should include following essential information pertaining to design and manufacture of solar cells and modules;

- a. Name of the PV module manufacturer
- b. Country of solar cells
- c. Country of solar module
- d. Date and year of manufacture of solar cells
- e. Date and year of solar module manufacture
- f. Type or model number
- g. Serial number
- h. Module I-V curve
- i. Power rating
- j. Name of testing agency for IEC certification
- k. Date and year of obtaining IEC qualifying certificate for solar PV module
- l. Maximum permissible system voltage for which the module is suitable

5. Manuals

An Operation and Maintenance Manual, in English and the local language (Sinhala or Tamil), should be provided with the solar PV pumping system.

6. Training

The successful bidder shall provide complete on-site trainings and demonstrations for the relevant officers & farmers on operation, installation path, maintenance and identification of faults at each delivery system

7. Warranty

Bidder shall provide warranty certificate for the complete system for a period of not less than 24 months from the date of commissioning. This warranty shall also include free servicing and preventive maintenance. Bidder shall specify in detail the means available to them to implement such a warranty. Other warranty requirements have been given in the below table.

Item	Minimum Warranty Period
Solar PV Modules	12 years product warranty and 25 years comprehensive power output (performance) warranty from manufacturer
Motor Pump Sets	2 years product warranty
All other electrical equipment	2 years
Mounting structures	12 years
Free maintenance period	2 years

8. Technical documents to be submitted with the bid

The following documents shall be submitted along with the bid

- Catalogues with technical literature of the offered units
- Duly filled and signed technical schedule
- Complete draft drawings for panel layout
- Certificate from internationally recognized testing laboratory or organization to conform the quality of the equipment
- Efficiency curve of PV panels for its life time
- Efficiency curve of Pump for its life time
- All warranty certificates

9. Display

Screen for monitoring and checking the performance like power, voltage, current, rpm of the pump

10. Precautions

Labelling safety instructions at necessary places & labelling the components in 3 languages (Sinhala, Tamil & English)

Detailed Technical Specifications and Standards Specification for Solar Powered Water Pump System

tem No	Component Description	Specification	Bidder's Response (Yes /No)	If "No" Comment/s on the Offer
1	Solar Modules (Each panel must be clearly marked indicating Manufacturer, Model Number, Serial Number, Peak Watt Rating, Peak Current, Peak Voltage, Open Circuit Voltage and Short Circuit Current after awarding the contract)			
1	Make	Please specify		
2	Model no	Please specify		
3	Country of origin	Please specify		
4	Country of manufacture	Please specify		
5	Dimension	Please specify in mm		
6	Weight	Please specify in kg		
7	Panel capacity shall be greater than	550 Wp		
8	Number of modules required	Please specify		
9	Working temperature shall be within	0 ⁰ C to 85 ⁰ C		
10	Module efficiency shall be not less than	22%		
11	Cell Type shall be	Monocrystalline Silicone, N type		
12	Junction Box IP rating shall be not less than (If provide)	IP 67		
13	Frame shall be made up of	Corrosion resistance material/s		
14	Front glass thickness shall be not less than	2 mm		
15	Product warranty shall be not less than	12 years		
16	Comprehensive power output (performance) warranty shall be	25 years comprehensive power output (performance) warranty from manufacturer and/or supplier		
17	Linear performance shall be not less than	85% at the 25 th year		

Section V Schedule of Requirements

18	Expected life time shall be not less than	25 Years		
19	IEC- Standard (The modules shall be complied with)	IEC 61215		
		IEC 61730		
		IEC 61701		
		IEC 62716 (Ammonia)		
		IEC 62804 (PID)		
20	Protection rating shall be not less than	IP 67 rating		
21	Quality Management shall be according to	ISO 9001: 2008 or Equivalent		
22	RF Identification label	Shall be inbuilt		
2	Solar Submersible Pump System			
	Instructions / Notes:			
	1. Any other deviation of the Pump, rather than the particulars mentioned below in this schedule, shall be mentioned clearly and separately.			
	2. If the test certificates/ compliance certificates are from an accredited agencies documentary evidence shall be submitted relevant to their Accreditation			
A	Controller			
1	Make	Please specify		
2	Model	Please specify		
3	Country of manufacturer	Please specify		
4	Rated power output shall be not less than	1500 W		
5	Maximum voltage shall be around	200 V		
6	Current rating shall be not less than	13 A		
7	Operating temperature shall be between	20 ⁰ C to 40 ⁰ C		
8	Efficiency shall be not less than	97%		
9	Minimum product warranty shall be	02 Years from manufacturer and/or supplier		
B	Pump & Motor			
1	Make	Please specify		
2	Model	Please specify		

Section V Schedule of Requirements

3	Country of manufacture	Please specify		
4	Rated power shall be not less than	1500 W		
5	Flow rate shall be not less than	7500 litres per hour		
6	Delivery size shall be	2 inches		
7	Total head shall be not less than	20 m		
8	Efficiency shall be not less than	90 %		
9	Motor speed shall be not less than	2500 rpm		
10	Dry run protection shall be	Inbuilt		
11	Overloading protection shall be	Available		
12	Motor type shall be	Maintenance-free brushless		
13	Enclosure class shall be not less than	IP 68		
14	Motor cooling shall be	Oil circulation type		
15	Impeller material shall be	Stainless steel		
16	Body material shall be	Stainless steel		
17	Pump overall diameter shall be not more than	4 inches		
18	Non-return valve	Shall be equipped		
19	Delivery pipe shall be	Virgin HDPE		
20	Product Warranty shall be	02 Years from manufacturer and supplier		
C	General			
1	Separate lightning arrester shall be Provided			
2	Lightning arrester height above the ground level shall be not less than	3 m		
3	Sufficient chemical earthing system shall be Provided			
4	Earth rod shall be made up of	Copper		
5	Earth rod shall be not less than	1 m		
6	Standard Chemical amount shall be not less than	10 kg		

Section V Schedule of Requirements

7	Standards shall be accordance with	IEC/EN/BS		
D	Cables			
1	Country of Origin	Please Mention		
2	Country of manufacture	Please Mention		
3	Standards shall be accordance with	IEC/EN/BS/SLS		
4	Cable type shall be	3 core, flat type		
5	Cross section shall be not less than	2.5 mm ²		
6	Wire material shall be	Copper		
7	Length shall be not less than	40 m		
8	Current capacity shall be not less than	13 A		
E	Mounting Structure			
1	Mounting structure shall be structurally in good condition made up of	Hot dipped galvanized steel		
2	Nuts ,bolts and other fixing accessories shall be	Resist to corrosion		
3	Solar panel orientation shall be	Rotatable and tiltable		
4	Minimum warranty for mounting structure	12 years		

Name of Bidder
[Insert complete name of Bidder]

Signature of Bidder.....
[Signature of person signing the Bid]

Date
[Insert date]

G. Experience in quoted products

	Item	Trade Name	Model	Country of origin	Country of manufacture	Experience - Years
01	Installation of Solar Powered Water Pump Systems					

H. List of relative service

	Description of service	Requirement	Bidder's response
01	Free of charge maintenance	2 years	
02	Maintenance after 2 years	Mention	
03	Spare parts availability	25 Years	
04	Training/Demonstration	On – site	

I. Technical Capacity of the bidder -

	Position	No of personals	Qualification	Experience in solar work [years]
1	Design Engineer			
2	Field staff			

4. Inspections and Tests

The following inspections and tests shall be performed:

A team nominated by purchaser will inspect the goods at farmers' fields after established. Completion certificate will be issued by the team after the inspection.

Reference Only

Reference Only

Section VI. Conditions of Contract

Contents

1. Definitions	64
2. Contract Documents	62
3. Fraud and Corruption.....	62
4. Interpretation.....	63
5. Language.....	63
6. Joint Venture, Consortium or Association.....	63
7. Eligibility	63
8. Notices	64
9. Governing Law	64
10. Settlement of Disputes	64
11. Scope of Supply	64
12. Delivery and Documents	64
13. Supplier's Responsibilities	65
14. Contract Price	65
15. Terms of.....	65
16. Taxes and	65
17. Performance Security.....	65
18. Copyright	66
19. Confidential Information	66
20. Subcontracting	66
21. Specifications and Standards	66
22. Packing and Documents.....	67
23. Insurance.....	67
24. Transportation.....	67
25. Inspections and Tests	67
26. Liquidated Damages	68
27. Warranty	68
28. Patent Indemnity	69
29. Limitation of Liability	70
30. Change in Laws and Regulations.....	71
31. Force Majeure	71
32. Change Orders and Contract Amendments	72
33. Extensions of Time	72
34. Termination.....	73
35. Assignment	74

Reference Only

- 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 pay able to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (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, non-competitive 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 Standard

Section VI Condition of Contract

- 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**
- 9.1 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. shipping and other documents to be furnished by the Supplier are specified in the Contract Data
- 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.
- 15. Terms of Payment** 15.1 The Contract Price shall be paid as specified in the Contract Data.
- 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 up on fulfillment of all other obligations stipulated in the Contract.
- 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.
- 16. Taxes and Duties** 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.
- 17. Performance Security** 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.
- 17.2 The proceeds of the Performance Security shall be pay able to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lank a Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 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.

18. Copyright

18.1 The copy right 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 copy right in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall Information 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.

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.

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.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

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.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7

21.1 Technical Specifications and Drawings

21. Specifications and Standards

(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.

(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. Packing and Documents

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.

23. Insurance

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.

24. Transportation

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

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.

25.2 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 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 specification 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 Up on 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 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.

29.1 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

29. Limitation of Liability

- (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 by law 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

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:

- (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.

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.

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 up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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.

33. Extensions of Time

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.

33.2 Except in case of Force Majeure, as provided under Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to 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, up on 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, Contact, 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 date up on 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.

Reference Only

Section VII. Contract Data

Contents

Section VII. Contract Data.....	77
---------------------------------	----

Reference Only

Reference Only

Section VII.

Contract Data

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

CC 1.1(h)	The Purchaser is: The Director General Mahaweli Authority of Sri Lanka
CC 1.1 (m)	The Project Site(s)/Final Destinations are given in the delivery schedule.
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Director General, Mahaweli authority of Sri Lanka, No.500, T.B. Jayah Mawatha, Colombo 10</p> <p>Telephone: 0112695051 Facsimile number: 0112691164</p>
CC 15.1	<p><i>Sample provision [Select appropriately]</i></p> <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods supplied from within Sri Lanka</p> <p>Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>(i) On Delivery: Up to a maximum of Eighty (80) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12.</p> <p>(ii) On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
CC 17.1	<p>A Performance Security shall be required</p> <p><i>The amount will be 10% of the total contract price</i></p>

Section VII – Contract Data

	<p>The Performance Security shall be valid for twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the contract.</p> <p>The performance Security shall be as per the format provided with the bidding document.</p>
CC 25.1	<p>The inspections and tests shall be:</p> <p><i>carried out at locations in all the required System by a team nominated by the purchaser before installed over the goods</i></p>
CC 25.2	<p>The Inspections and tests shall be conducted at:</p> <p>Established farmer fields in all the System</p>
CC 26.1	<p>The liquidated damage shall be 0.5 % of the contract price per week</p> <p>The maximum number of liquidated damages shall be: 5 % of the contract price.</p>

Reference Only

Section VIII.
Contract Forms

Contents

1.Contract Agreement.....	80
2. Performance Security.....	82

Reference Only

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) The Director General, *Mahaweli Authority of Sri Lanka*

having its principal place of business at *No 500, T.B. Jayah Mawatha, Colombo 10.* (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., ***Procurement of 459 Nos of Solar Powered Water Pump Systems*** and has accepted a Bid by the Supplier for the supply and installation 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 where of 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]*

Reference Only

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: *The Director General,
Mahaweli Authority of Sri Lanka
9th Floor,
No 500, T.B. Jayah Mawatha,
Colombo 10.*

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 ----- *[name 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 exceed in g in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being p ay able in the types and proportions of currencies in which the Contract Price is p ay able, up on receipt by us of y our 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 y our demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 2024. *[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)]