



GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF WOMAN, CHILD AFFAIRS AND SOCIAL EMPOWERMENT

ADB FINANCED

FOOD SECURITY AND LIVELIHOOD RECOVERY EMERGENCY ASSISTANCE PROJECT

ADB GRANT No.: G9229

BIDDING DOCUMENT FOR

**Supply, Delivery, Installation, Testing,
Commissioning & Maintenance of Solar
Rooftop PV Systems for Elders' Homes
and Vocational Training Institutes**

CONTRACT NO.: M W C A S E / P R O / A D B / O C B / N C B / S O L A R / G S - 1 4
[Single-Stage: One-Envelope Bidding Procedure]

PROCUREMENT DIVISION
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STANDARD BIDDING DOCUMENT

Procurement of Goods

[Single-Stage: One-Envelope Bidding Procedure]

for projects governed by
Procurement Regulations for ADB Borrowers:
Goods, Works, Non-consulting and Consulting Services (2017)

Supply, Delivery, Installation, Testing, Commissioning & Maintenance of Solar Rooftop PV Systems for Elders' Homes and Vocational Training Institutes

CONTRACT NO.: M W C A S E / P R O / A D B / O C B / N C B / S O L A R / G S - 1 4

(Ministry of Women, Child Affairs and Social Empowerment)

Asian Development Bank

Preface

This Bidding Document for Procurement of Goods has been prepared by the **Procurement Division of Ministry of Women, Child Affairs and Social Empowerment** and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank dated **December 2021**.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

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Section 1: Instructions to Bidders

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A. General

- 1. Scope of Bid**

 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document,

 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**

 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**

 - 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
 - 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
 - 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid-Securing Declaration.
 - 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
 - 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 5. Eligible Goods and Related Services**
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
 - 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
 - 5.3 The term "country of 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 differs substantially in its basic characteristics from its imported components.
 - 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
8. **Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 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 the Bids, pursuant to ITB 24.2.

C. 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 in no case 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 exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (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.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply 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. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
 - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and

- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.
- 14.8 If so indicated pursuant to ITB 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 discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).
- 18. Documents Establishing**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid

- the Conformity of the Goods and Related Services to the Bidding Document**
- documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), 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 Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, 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 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country 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.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will

declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.

- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 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 24.1;

- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3 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.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 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 Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out,

recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded 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 and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

- 27.3 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 (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4 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, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. 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 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 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. Requesting information or documentation on such nonconformities 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.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-

- conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 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 total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price 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.
 - (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.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 36. Evaluation and Comparison of Bids**
- 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
 - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the

extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

- (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

37. Abnormally Low Bids

37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required
- 38. Post-qualification of the Bidder**
- 38.1 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.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 40. Notice of Intention for Award of Contract**
- 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

- 41. Award Criteria**
- 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award**
- 42.1 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 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without

any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser also notify all other Bidders of the results of the bidding.
- 43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44. Signing of Contract**
- 44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 45. Performance Security**
- 45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 45.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement 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.

**46. Bidding-
Related
Complaints**

- 46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: OCB/NCB/SOLAR/GS-14
ITB 1.1	The Purchaser is: Secretary, Ministry of Women, Child Affairs and Social Empowerment
ITB 1.1	<p>The name of the Open Competitive Bidding (OCB) is:</p> <p>Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes.</p> <p>The identification number of the OCB is: MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14</p>
ITB 2.1	The Borrower is: Democratic Socialist Republic of Sri Lanka
ITB 2.1	<p>The name of the Project is:</p> <p>Food Security and Livelihood Recovery Emergency Assistance Project /FSLREAP</p>
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: Chief Accountant Street address: Procurement Division, Ministry of Women, Child Affairs and Social Empowerment. Floor/Room number: 5th Floor-Wing A, Sethsiripaya-Stage 2 City: Battaramulla ZIP code: +94 Country: Sri Lanka Telephone: +94-2187253 Fax: +94-2187255 E-mail: adbproject.mwca@gmail.com</p> <p>• A pre-bid meeting will be held on the following date, time and location. All bidders or their representatives are advised to attend the pre-bid meeting.</p> <p>Date: 04-04-2024 Time: 11:00 AM Place: Procurement Division, Ministry of Women, Child Affairs and Social Empowerment, 5th Floor-Wing A, "Sethsiripaya"-Stage 2, Battaramulla, Sri Lanka.</p>

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	<p>The Bidder shall submit the following additional documents with the Bid:</p> <p>(Documents shall be certified copies of original documents)</p> <ol style="list-style-type: none"> 1. Copy of VAT registration for Bidder's from within purchaser's country and / or local agents. 2. A written authority to seek references from the bidder's bankers. 3. If a bidder appoints a local agent or sub-agent, representative or nominee to act for or on behalf of the bidder, such a local agent or sub-agent, representative or nominee shall register himself with an appropriate authority (registrar) under Public Contract Act No. 03 of 1987 and a copy of the certificate issued by the registrar shall be submitted along with the bid. A bidder shall be registered with appropriate authority (registrar of companies) under Public Contract Act No. 03 of 1987 prior to award of the bid. 4. If the bidder is a Joint Venture, a certified/attested copy of JV agreement or the Memorandum of Understanding and if the bidder is Limited Liability Company, a certified/attested copy of the Certificate of Incorporation and if the bidder is a partnership, a certified/attested copy of the Partnership Agreement. Place of registration and principal place of business, business registration certified by the relevant issuing authority or attested by attorney. 5. Bidder required submits all Product conformity certificate issued by the manufacturer in section 6, Schedule of supply. 6. Bidder is required to submit all product catalogs in section 6, Schedule of supply; written in the English language. 7. Bidder shall submit all the supportive documents required under Clauses 2.2 and 2.3 of Section 3 and under Forms ELI-1, ELI-2, CON-1, EXP-1, and FIN-1 of Section 4. 8. Bidder must have Manufacturer Authorized Service Centre facilities which must be operational for more than one year in Sri Lanka and Bidder must ensure the availability of spare parts for the offered products at least five years. Bidder shall submit Proof Documents with the Service Centres' Address & Contact Details. 9. Business Registration Certificate. 10. Brouchers / Manuals. 11. SLSEA Registration. 12. Detail Maintenance Plan. 13. Insurance certificates and warranties 14. Previous maintenance works carried out during last three years 15. Work Plan and Methodology 16. Manpower involvement 17. Manpower involvement resume of key Personnel (Supervisors and Engineers only) 18. Company annual turnover for the past three years (Certified copies of audited balance sheets shall be attached here) 19. Ten (10) years warranty certification letter from manufacture 20. Client's References 21. Manufacture's Authorization

	<p>22. Brochures of all instrument supplied in English language (Hard copies and Soft copies)</p> <p>23. Operation and maintenance procedure for a three-year period</p> <p>24. Warranty certificates</p> <p>25. Single line diagram of the PV system</p> <p>26. Panel layout of the PV system</p> <p><u>Technical Proposal to be submitted</u></p> <p>1. Site Organization.</p> <p>2. Method Statement</p> <p>3. Mobilization Schedule.</p> <p>4. Construction Schedule.</p> <p>5. Personnel.</p> <p>6. Equipment.</p> <p>7. Time Schedule.</p> <p>8. Functional Guarantee of the Proposed Facility.</p>
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: 2020
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIF, Port of destination (Port of Colombo, Sri Lanka) and Up to final Destinations.
ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: Not Applicable
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.
ITB 15.1 (a)	Bidders may express their bid price in any freely convertible currency such as USD or any other.
ITB 17.1	Free maintenance period for three (3) years
ITB 19.1	<p>(i). Service provider company (Bidder) should be founded at least before three (03) years prior to the bid submission deadline.</p> <p>(ii). Participation in at least two contracts that have been successfully or substantially completed within the last 5 years and that are similar to the proposed contract, where the value of the bidder's participation exceeds LKR 60 million.</p> <p>(iii). The bidders should have previous experience of design, Installation, testing, commissioning and maintenance of at least 100 No.s grid connected Solar</p>

	<p>Photovoltaic power generation systems with total Installed capacity shall be 1 MW or more during the last 3 years. Clients list shall be attached.</p> <p>(iv). Bidder shall not have been blacklisted.</p> <p>(v). Bidder should have the certificate of business registration issued by a government authority for companies. Local authority issued business registration shall not be considered.</p> <p>(vi). Bidder should have obtained valid registration from Sri Lanka Sustainable Energy Authority (SLSEA) for “Soorya Bala Sangramaya” on or before date of bid closing/opening.</p> <p>(vii). Bidder should have financial strength and should be able to execute this contract without financial failure and attend required after sales services for the committed time period.</p>
ITB 19.2	The Bidder shall include with its bid the Manufacturer’s Authorization if the bidder is not the manufacturer of the Goods.
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser’s country.
ITB 20.1	The bid validity period shall be 120 days. (up to 20-08-2024)
ITB 21.1	<p>The Bidder shall furnish a bid security in the amount of LKR 1,500,000.00</p> <p>The Bid Security shall be any of the following forms:</p> <p>(a) An unconditional on demand Bank Guarantee using form included in Section 4: Bidding form and shall be from a bank that has a correspondent bank in Sri Lanka. Banks in Sri Lanka issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No.30 of 1988 and supervised by the Central Bank of Sri Lanka.</p> <p>(b) A bank Draft issued in favor of Secretary, Ministry of Women, Child Affairs and Social Empowerment by a bank approved the Central Bank of Sri Lanka.</p> <p>Bid security shall remain valid up to 18-09-2024 (148 days) from the date of closing of the bid.</p> <p>Bid Securing Declaration will not be required.</p>
ITB 21.2	The ineligibility period will be Not Applicable
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within Seven (7) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: One (1) copy

ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> 1. Bids submitted by a limited liability company or a corporation: Power of Attorney (either notarized or attested to by an appropriate authority in the Bidder's home country), or a Board Resolution (certified by the Company Secretary as required) 2. Bids submitted by a Partnership: Power of Attorney shall be either notarized or attested to by an appropriate authority in the Bidder's home country. 3. Bids submitted by a Single Proprietor: Power of Attorney shall be required only if the bid is signed by (i) person other than the single proprietor who is the bidder; or (ii) a person other than the owner of the Single Proprietorship who is the bidder. 4. Bids submitted by a Joint Venture: Power of Attorney (either notarized or attested to by an appropriate authority in the Bidder's home country). It shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
ITB 22.2	The Bidder shall submit an acceptable authorization within seven (7) days.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 23.1 (b)	Electronic bidding submission procedures shall be: Not Applicable
ITB 23.2 (c)	<p>The identification of this bidding process is: <i>Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes.</i></p> <p>The identification number of the OCB is: MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14</p> <p>Should be clearly mention on top of the left-hand corner in the envelope.</p>
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Chairman, Ministry Procurement Committee (Ministry of Women, Child Affairs and Social Empowerment)</p> <p>Street address: Procurement Division</p> <p>Floor/Room number: 5th Floor-Wing A, Sethsiripaya-Stage 2</p> <p>City: Battaramulla</p> <p>ZIP code: +94</p> <p>Country: Sri Lanka</p> <p>Telephone: +94-2187253</p> <p>Fax: +94-2187255</p> <p>E-mail: adbproject.mwca@gmail.com</p>

ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 22-04-2024</p> <p>Time: 2.00 PM</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street address: Procurement Division</p> <p>Floor/Room number: 5th Floor-Wing A, Sethsiripaya-Stage 2</p> <p>City: Battaramulla</p> <p>Country: Sri Lanka</p> <p>Date: 22-04-2024</p> <p>Time: 2.00 PM</p>
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by the representatives of the Purchaser attending Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees (LKR)</p> <p>The source of the selling exchange rate shall be: The selling rate of the Central Bank of Sri Lanka.</p> <p>The date for the selling exchange rate shall be: Twenty-Eight (28) days prior to the date of Deadline for Submission of Bids.</p>
ITB 35.1	Domestic preference shall not apply.
ITB 38.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 40.1	<p>Standstill provisions shall apply. The duration of standstill period will be Ten (10) days from the date of notice of intention for award of contract.</p> <p>The Purchaser shall, at the start of the standstill period, notify in writing each Bidder that submitted a bid, of its intention to award a contract to the successful bidder at the end of standstill period. The notification using the form included in Section 9 (Contract Forms) shall include the following information:</p> <ul style="list-style-type: none"> (a) the name of each Bidder who submitted a Bid; (b) the bid prices as read out at bid opening; (c) the name and evaluated prices of each Bid that was evaluated; (d) the name of Bidders whose bids were rejected and the reasons for their rejection; (e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and (f) a statement of the reason(s) the bid of the unsuccessful Bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph already reveals the reason.

F. Award of Contract	
ITB 42.1	The maximum percentage by which quantities may be increased is: 25% The maximum percentage by which quantities may be decreased is: 25%
ITB 46.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention:</p> <p>Title/position: Chief Accountant Ministry of Women, Child Affairs and Social Empowerment.</p> <p>Purchaser: Secretary, Ministry of Women, Child Affairs and Social Empowerment.</p> <p>E-mail address: adbproject.mwca@gmail.com</p> <p>Fax number: 0094-112187255</p>

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1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

1.2 Domestic Preference

If domestic preference is provided for under ITB 35.1, the following procedure shall apply: **Not Applicable**

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation **Not Applicable.**

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply).

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

1.3.4 Operation and Maintenance (O&M) Costs

Not Applicable.

1.3.5 Spare Parts

Not Applicable.

1.3.6 Performance and Productivity of the Goods

The method of calculation shall be the following: **Not Applicable.**

1.4 Multiple Lots (Contracts)

Not Applicable.

2. Qualification Criteria

Contract Type A: Off-the-Shelf Items

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least two contracts that have been successfully or substantially completed within the last 5 years and that are similar to the proposed contract, where the value of the bidder's participation exceeds LKR 60 million. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity methods, technology or other characteristics as described in Section 6 (Employer's Requirement).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1 ^a

^a In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement, Letter of Award, Completion Certificate.

2.2.2 Experience in Key Activities

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Design, Installation, Commissioning of at least 100 No.s Grid connected Solar Photovoltaic power generation projects. The installed capacity of each project shall be at least 05kWp or more. The combined installed capacity of all the projects executed during the last three (3) years, shall be 1000 kW or more. Include the details of the completed projects. Attach additional pages as necessary. The bidder should submit three (3) copies of net metering document with the utility and the customer agreements for three (3) projects.	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Form EXP – 1 ^a

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of LKR160 million calculated as total payments received by the Bidder for contracts completed or under execution over the last 3 years .	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2

2.3.3 Cash Flow Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is LKR40 million.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 3

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Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date:
Open Competitive Bidding (OCB) No.
MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14

To: **Secretary, Ministry of Women, Child Affairs and Social Empowerment**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Homes and Vocational Training Institutes.

- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

.....

.....

[amount of foreign currency in words]

.....

[amount in figures],

.....

.....

and [amount of local currency in words],

.....

[amount in figures]

The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (f) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS.]* days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (i) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____
- (j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.
- (k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank; or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
- (ii) Reason for the ongoing investigation/allegations: _____
- (m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or

¹These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
 - (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
 - (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction:

- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries', including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
 - (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 - (iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
 - (iv) Other relevant details [*please specify*]: _____
- (o) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
 - (ii) Jurisdiction of the restriction: _____
 - (iii) Other relevant details: _____
- (p) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²

² Use one of the two options as appropriate.

- (s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ³

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (u) 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.
- (v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (w) At any time following submission of our Bid, We shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB’s Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

³ If none has been paid or is to be paid, indicate "None."

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes.

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total EXW Price	Sales and other taxes	Total Price including taxes
					Local Currency	EXW Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
1	Supply of Solar Panels for Location 1 (Elders Home)		KW	15.0					
2	Supply of Solar Panels for Location 2 (Elders Home)		KW	2.2					
3	Supply of Solar Panels for Location 3 (Elders Home)		KW	10.0					
4	Supply of Solar Panels for Location 4 (Elders Home)		KW	2.2					
5	Supply of Solar Panels for Location 5 (Elders Home)		KW	3.0					
6	Supply of Solar Panels for Location 6 (Elders Home)		KW	2.2					
7	Supply of Solar Panels for Location 7 (Elders Home)		KW	2.2					
8	Supply of Solar Panels for Location 8 (Elders Home)		KW	3.0					
9	Supply of Solar Panels for Location 9 (Elders Home)		KW	2.2					
10	Supply of Solar Panels for Location 10 (Elders Home)		KW	10.0					
11	Supply of Solar Panels for Location 11 (Elders Home)		KW	3.0					
12	Supply of Solar Panels for Location 12 (Elders Home)		KW	10.0					
13	Supply of Solar Panels for Location 13 (Elders Home)		KW	5.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total EXW Price	Sales and other taxes	Total Price including taxes
					Local Currency	EXW Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
14	Supply of Solar Panels for Location 14 (Elders Home)		KW	10.0					
15	Supply of Solar Panels for Location 15 (Elders Home)		KW	3.0					
16	Supply of Solar Panels for Location 16 (Elders Home)		KW	2.2					
17	Supply of Solar Panels for Location 17 (Elders Home)		KW	2.2					
18	Supply of Solar Panels for Location 18 (Elders Home)		KW	10.0					
19	Supply of Solar Panels for Location 19 (Elders Home)		KW	2.2					
20	Supply of Solar Panels for Location 20 (Elders Home)		KW	15.0					
21	Supply of Solar Panels for Location 21 (Elders Home)		KW	3.0					
22	Supply of Solar Panels for Location 22 (Elders Home)		KW	2.2					
23	Supply of Solar Panels for Location 23 (Elders Home)		KW	10.0					
24	Supply of Solar Panels for Location 24 (Elders Home)		KW	3.0					
25	Supply of Solar Panels for Location 25 (Elders Home)		KW	10.0					
26	Supply of Solar Panels for Location 26 (Elders Home)		KW	3.0					
27	Supply of Solar Panels for Location 27 (Elders Home)		KW	20.0					
28	Supply of Solar Panels for Location 28 (Elders Home)		KW	5.0					
29	Supply of Solar Panels for Location 29 (Elders Home)		KW	20.0					
30	Supply of Solar Panels for Location 30 (Elders Home)		KW	10.0					
31	Supply of Solar Panels for Location 31 (Elders Home)		KW	10.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total EXW Price	Sales and other taxes	Total Price including taxes
					Local Currency	EXW Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
32	Supply of Solar Panels for Location 32 (Elders Home)		KW	10.0					
33	Supply of Solar Panels for Location 33 (Elders Home)		KW	10.0					
34	Supply of Solar Panels for Location 34 (Elders Home)		KW	3.0					
35	Supply of Solar Panels for Location 35 (Elders Home)		KW	5.0					
36	Supply of Solar Panels for Location 36 (Elders Home)		KW	5.0					
37	Supply of Solar Panels for Location 37 (Elders Home)		KW	2.2					
38	Supply of Solar Panels for Location 38 (Elders Home)		KW	2.2					
39	Supply of Solar Panels for Location 39 (Elders Home)		KW	2.2					
40	Supply of Solar Panels for Location 40 (Elders Home)		KW	2.2					
41	Supply of Solar Panels for Location 41 (Elders Home)		KW	2.2					
42	Supply of Solar Panels for Location 42 (VTI)		KW	10.0					
43	Supply of Solar Panels for Location 43 (VTI)		KW	10.0					
44	Supply of Solar Panels for Location 44 (VTI)		KW	10.0					
45	Supply of Solar Panels for Location 45 (VTI)		KW	10.0					
46	Supply of Solar Panels for Location 46 (VTI)		KW	5.0					
47	Supply of Solar Panels for Location 47 (VTI)		KW	5.0					
48	Supply of Solar Panels for Location 48 (VTI)		KW	3.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total EXW Price	Sales and other taxes	Total Price including taxes
					Local Currency	EXW Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
49	Supply of Solar Panels for Location 49 (VTI)		KW	5.0					
50	Supply of Solar Panels for Location 50 (VTI)		KW	10.0					
Total Column 8 to be carried forward to Grand Summary									

Notes:

Column 6: Incoterm in accordance with ITB 14
 Currency in accordance with ITB 15
 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date ____

PRICE SCHEDULE FOR GOODS TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes.

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total CIF Price	Sales and other taxes (Local Currency)	Total Price including taxes
					Foreign Currency	CIF Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
1	Supply of Solar Panels for Location 1 (Elders Home)		KW	15.0					
2	Supply of Solar Panels for Location 2 (Elders Home)		KW	2.2					
3	Supply of Solar Panels for Location 3 (Elders Home)		KW	10.0					
4	Supply of Solar Panels for Location 4 (Elders Home)		KW	2.2					
5	Supply of Solar Panels for Location 5 (Elders Home)		KW	3.0					
6	Supply of Solar Panels for Location 6 (Elders Home)		KW	2.2					
7	Supply of Solar Panels for Location 7 (Elders Home)		KW	2.2					
8	Supply of Solar Panels for Location 8 (Elders Home)		KW	3.0					
9	Supply of Solar Panels for Location 9 (Elders Home)		KW	2.2					
10	Supply of Solar Panels for Location 10 (Elders Home)		KW	10.0					
11	Supply of Solar Panels for Location 11 (Elders Home)		KW	3.0					
12	Supply of Solar Panels for Location 12 (Elders Home)		KW	10.0					
13	Supply of Solar Panels for Location 13 (Elders Home)		KW	5.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total CIF Price	Sales and other taxes (Local Currency)	Total Price including taxes
					Foreign Currency	CIF Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
14	Supply of Solar Panels for Location 14 (Elders Home)		KW	10.0					
15	Supply of Solar Panels for Location 15 (Elders Home)		KW	3.0					
16	Supply of Solar Panels for Location 16 (Elders Home)		KW	2.2					
17	Supply of Solar Panels for Location 17 (Elders Home)		KW	2.2					
18	Supply of Solar Panels for Location 18 (Elders Home)		KW	10.0					
19	Supply of Solar Panels for Location 19 (Elders Home)		KW	2.2					
20	Supply of Solar Panels for Location 20 (Elders Home)		KW	15.0					
21	Supply of Solar Panels for Location 21 (Elders Home)		KW	3.0					
22	Supply of Solar Panels for Location 22 (Elders Home)		KW	2.2					
23	Supply of Solar Panels for Location 23 (Elders Home)		KW	10.0					
24	Supply of Solar Panels for Location 24 (Elders Home)		KW	3.0					
25	Supply of Solar Panels for Location 25 (Elders Home)		KW	10.0					
26	Supply of Solar Panels for Location 26 (Elders Home)		KW	3.0					
27	Supply of Solar Panels for Location 27 (Elders Home)		KW	20.0					
28	Supply of Solar Panels for Location 28 (Elders Home)		KW	5.0					
29	Supply of Solar Panels for Location 29 (Elders Home)		KW	20.0					
30	Supply of Solar Panels for Location 30 (Elders Home)		KW	10.0					
31	Supply of Solar Panels for Location 31 (Elders Home)		KW	10.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total CIF Price	Sales and other taxes (Local Currency)	Total Price including taxes
					Foreign Currency	CIF Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
32	Supply of Solar Panels for Location 32 (Elders Home)		KW	10.0					
33	Supply of Solar Panels for Location 33 (Elders Home)		KW	10.0					
34	Supply of Solar Panels for Location 34 (Elders Home)		KW	3.0					
35	Supply of Solar Panels for Location 35 (Elders Home)		KW	5.0					
36	Supply of Solar Panels for Location 36 (Elders Home)		KW	5.0					
37	Supply of Solar Panels for Location 37 (Elders Home)		KW	2.2					
38	Supply of Solar Panels for Location 38 (Elders Home)		KW	2.2					
39	Supply of Solar Panels for Location 39 (Elders Home)		KW	2.2					
40	Supply of Solar Panels for Location 40 (Elders Home)		KW	2.2					
41	Supply of Solar Panels for Location 41 (Elders Home)		KW	2.2					
42	Supply of Solar Panels for Location 42 (VTI)		KW	10.0					
43	Supply of Solar Panels for Location 43 (VTI)		KW	10.0					
44	Supply of Solar Panels for Location 44 (VTI)		KW	10.0					
45	Supply of Solar Panels for Location 45 (VTI)		KW	10.0					
46	Supply of Solar Panels for Location 46 (VTI)		KW	5.0					
47	Supply of Solar Panels for Location 47 (VTI)		KW	5.0					
48	Supply of Solar Panels for Location 48 (VTI)		KW	3.0					

Item	Description	Country of Origin	Unit	Quantity	Unit Price		Total CIF Price	Sales and other taxes (Local Currency)	Total Price including taxes
					Foreign Currency	CIF Price			
1	2	3	4	5	6	7	8=5x7	9	10=8+9
49	Supply of Solar Panels for Location 49 (VTI)		KW	5.0					
50	Supply of Solar Panels for Location 50 (VTI)		KW	10.0					
Total Column 8 to be carried forward to Grand Summary									

Notes:

Column 5: Incoterm in accordance with ITB Clause 14
 Currency in accordance with ITB Clause 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date ____

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes.

Item	Description	Unit	Quantity	Unit Price		Total Price	
				Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6	7=4x5	8=4x6
1	Supply of Solar Panels for Location 1 (Elders Home)	KW	15.0				
2	Supply of Solar Panels for Location 2 (Elders Home)	KW	2.2				
3	Supply of Solar Panels for Location 3 (Elders Home)	KW	10.0				
4	Supply of Solar Panels for Location 4 (Elders Home)	KW	2.2				
5	Supply of Solar Panels for Location 5 (Elders Home)	KW	3.0				
6	Supply of Solar Panels for Location 6 (Elders Home)	KW	2.2				
7	Supply of Solar Panels for Location 7 (Elders Home)	KW	2.2				
8	Supply of Solar Panels for Location 8 (Elders Home)	KW	3.0				
9	Supply of Solar Panels for Location 9 (Elders Home)	KW	2.2				
10	Supply of Solar Panels for Location 10 (Elders Home)	KW	10.0				
11	Supply of Solar Panels for Location 11 (Elders Home)	KW	3.0				
12	Supply of Solar Panels for Location 12 (Elders Home)	KW	10.0				
13	Supply of Solar Panels for Location 13 (Elders Home)	KW	5.0				
14	Supply of Solar Panels for Location 14 (Elders Home)	KW	10.0				

Item	Description	Unit	Quantity	Unit Price		Total Price	
				Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6	7=4x5	8=4x6
15	Supply of Solar Panels for Location 15 (Elders Home)	KW	3.0				
16	Supply of Solar Panels for Location 16 (Elders Home)	KW	2.2				
17	Supply of Solar Panels for Location 17 (Elders Home)	KW	2.2				
18	Supply of Solar Panels for Location 18 (Elders Home)	KW	10.0				
19	Supply of Solar Panels for Location 19 (Elders Home)	KW	2.2				
20	Supply of Solar Panels for Location 20 (Elders Home)	KW	15.0				
21	Supply of Solar Panels for Location 21 (Elders Home)	KW	3.0				
22	Supply of Solar Panels for Location 22 (Elders Home)	KW	2.2				
23	Supply of Solar Panels for Location 23 (Elders Home)	KW	10.0				
24	Supply of Solar Panels for Location 24 (Elders Home)	KW	3.0				
25	Supply of Solar Panels for Location 25 (Elders Home)	KW	10.0				
26	Supply of Solar Panels for Location 26 (Elders Home)	KW	3.0				
27	Supply of Solar Panels for Location 27 (Elders Home)	KW	20.0				
28	Supply of Solar Panels for Location 28 (Elders Home)	KW	5.0				
29	Supply of Solar Panels for Location 29 (Elders Home)	KW	20.0				
30	Supply of Solar Panels for Location 30 (Elders Home)	KW	10.0				
31	Supply of Solar Panels for Location 31 (Elders Home)	KW	10.0				
32	Supply of Solar Panels for Location 32 (Elders Home)	KW	10.0				

Item	Description	Unit	Quantity	Unit Price		Total Price	
				Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6	7=4x5	8=4x6
33	Supply of Solar Panels for Location 33 (Elders Home)	KW	10.0				
34	Supply of Solar Panels for Location 34 (Elders Home)	KW	3.0				
35	Supply of Solar Panels for Location 35 (Elders Home)	KW	5.0				
36	Supply of Solar Panels for Location 36 (Elders Home)	KW	5.0				
37	Supply of Solar Panels for Location 37 (Elders Home)	KW	2.2				
38	Supply of Solar Panels for Location 38 (Elders Home)	KW	2.2				
39	Supply of Solar Panels for Location 39 (Elders Home)	KW	2.2				
40	Supply of Solar Panels for Location 40 (Elders Home)	KW	2.2				
41	Supply of Solar Panels for Location 41 (Elders Home)	KW	2.2				
42	Supply of Solar Panels for Location 42 (VTI)	KW	10.0				
43	Supply of Solar Panels for Location 43 (VTI)	KW	10.0				
44	Supply of Solar Panels for Location 44 (VTI)	KW	10.0				
45	Supply of Solar Panels for Location 45 (VTI)	KW	10.0				
46	Supply of Solar Panels for Location 46 (VTI)	KW	5.0				
47	Supply of Solar Panels for Location 47 (VTI)	KW	5.0				
48	Supply of Solar Panels for Location 48 (VTI)	KW	3.0				
49	Supply of Solar Panels for Location 49 (VTI)	KW	5.0				

Item	Description	Unit	Quantity	Unit Price		Total Price	
				Local Currency Portion	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6	7=4x5	8=4x6
50	Supply of Solar Panels for Location 50 (VTI)	KW	10.0				
Total Column 7 & 8 to be carried forward to Grand Summary							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Grand Summary

Schedule No.	Title	Total Price	
		Foreign	Local
01	Goods to be Offered from within the Purchaser's Country		
02	Goods to be offered from Outside the Purchaser's Country		
03	Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country		
Grand Total to be carried to Letter of Bid			

Annual After Sales Service Charges (after 3 years free Service Period)
(This will not be considered for evaluation)

Name of Bidder _____

IFB Number _____

Item	Description	Unit	Quantity	Annual After Sales Service Charges (after 3 years free Service Period)		
				4 th year	5 th year	6 th year
1	Location 1 (Elders Home)	KW	15.0			
2	Location 2 (Elders Home)	KW	2.2			
3	Location 3 (Elders Home)	KW	10.0			
4	Location 4 (Elders Home)	KW	2.2			
5	Location 5 (Elders Home)	KW	3.0			
6	Location 6 (Elders Home)	KW	2.2			
7	Location 7 (Elders Home)	KW	2.2			
8	Location 8 (Elders Home)	KW	3.0			
9	Location 9 (Elders Home)	KW	2.2			
10	Location 10 (Elders Home)	KW	10.0			
11	Location 11 (Elders Home)	KW	3.0			
12	Location 12 (Elders Home)	KW	10.0			
13	Location 13 (Elders Home)	KW	5.0			
14	Location 14 (Elders Home)	KW	10.0			
15	Location 15 (Elders Home)	KW	3.0			
16	Location 16 (Elders Home)	KW	2.2			
17	Location 17 (Elders Home)	KW	2.2			
18	Location 18 (Elders Home)	KW	10.0			
19	Location 19 (Elders Home)	KW	2.2			
20	Location 20 (Elders Home)	KW	15.0			
21	Location 21 (Elders Home)	KW	3.0			
22	Location 22 (Elders Home)	KW	2.2			
23	Location 23 (Elders Home)	KW	10.0			
24	Location 24 (Elders Home)	KW	3.0			
25	Location 25 (Elders Home)	KW	10.0			
26	Location 26 (Elders Home)	KW	3.0			
27	Location 27 (Elders Home)	KW	20.0			
28	Location 28 (Elders Home)	KW	5.0			
29	Location 29 (Elders Home)	KW	20.0			
30	Location 30 (Elders Home)	KW	10.0			

Item	Description	Unit	Quantity	Annual After Sales Service Charges (after 3 years free Service Period)		
				4 th year	5 th year	6 th year
31	Location 31 (Elders Home)	KW	10.0			
32	Location 32 (Elders Home)	KW	10.0			
33	Location 33 (Elders Home)	KW	10.0			
34	Location 34 (Elders Home)	KW	3.0			
35	Location 35 (Elders Home)	KW	5.0			
36	Location 36 (Elders Home)	KW	5.0			
37	Location 37 (Elders Home)	KW	2.2			
38	Location 38 (Elders Home)	KW	2.2			
39	Location 39 (Elders Home)	KW	2.2			
40	Location 40 (Elders Home)	KW	2.2			
41	Location 41 (Elders Home)	KW	2.2			
42	Location 42 (VTI)	KW	10.0			
43	Location 43 (VTI)	KW	10.0			
44	Location 44 (VTI)	KW	10.0			
45	Location 45 (VTI)	KW	10.0			
46	Location 46 (VTI)	KW	5.0			
47	Location 47 (VTI)	KW	5.0			
48	Location 48 (VTI)	KW	3.0			
49	Location 49 (VTI)	KW	5.0			
50	Location 50 (VTI)	KW	10.0			
Total						

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Technical Proposal

Shall be submitted by the Bidder;

1. Site Organization.
2. Method Statement
3. Mobilization Schedule.
4. Construction Schedule.
5. Personnel.
6. Equipment.
7. Time Schedule.
8. Functional Guarantee of the Proposed Facility.

Bid Security (Bank Guarantee)

*[insert bank's name, and address of issuing branch or office]*⁴

Beneficiary: Secretary, Ministry of Women, Child Affairs and Social Empowerment
Date: *[insert date (as day, month, and year)]*
Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of **Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes** under Invitation for Bids No. **MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14** ("the IFB").

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

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[insert amount in words]**[insert amount in figures]* 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 Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) 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 Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement 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) 28 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 indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or the Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Manufacturer's Authorization

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

OCB No.: **MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14**

To: **Secretary, Ministry of Women, Child Affairs and Social Empowerment**

WHEREAS

We *[insert complete name of the 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 the 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 28 of the General Conditions, 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 the manufacturer]*

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

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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 Bid Data Sheet (BDS).

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 			

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information		
Bidder's legal name		
	Information of Joint Venture Partner	If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name	
	Full trading name(s) (if any)	
Addresses	Registered address(es)	
	Trading address(es)	
	Postal address(es) (if different from trading address)	
Type of organization		
Country of constitution/incorporation/ registration		
Year of constitution/incorporation/ registration		
Corporate or registration number		
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)		
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 		

Form CON – 1: Historical Contract Non-performance

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No nonperforming contracts.</p> <p><input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).</p>			
Year	Description	Amount of Nonperformed Portion of Contract (LKR equivalent)	Total Contract Amount (LKR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>
Table 2: Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.</p> <p><input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in LKR Equivalent	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	Contract Identification, as applicable: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert full name]</i> Address of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert street/city/country]</i> Matter of Dispute: <i>[indicate full description of dispute]</i> Party who initiated the dispute: <i>[indicate “Purchaser” or “Contractor”]</i> Status: <i>[indicate status of dispute]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	LKR	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)		

Name of the project	Installed Capacity (kW)	Name of the Client	Date of Completion	Total Cost of the project
1.				
2.				
3.				
Total				

- Note -

This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

-Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [LKR Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
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Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:
- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - 2) Historical financial statements must be audited by a certified accountant.
 - 3) Historical financial statements must be complete, including all notes to the financial statements.
 - 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,⁶ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

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

- Note -

This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

⁶ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Section 5: Eligible Countries

This section contains the list of eligible countries.

1.	AFG	Afghanistan	35.	FSM	Federal States of, Micronesia
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru,
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	The Netherlands
7.	BEL	Belgium	41.	NZL	New Zealand
8.	BHU	Bhutan	42.	NIU	Niue
9.	BRU	Brunei Darussalam	43.	NOR	Norway
10.	CAM	Cambodia	44.	PAK	Pakistan
11.	CAN	Canada	45.	PAL	Palau
12.	PRC	China, People's Republic of	46.	PNG	Papua New Guinea
13.	COO	Cook Islands	47.	PHI	Philippines
14.	DEN	Denmark	48.	POR	Portugal
15.	FIJ	Fiji Islands	49.	SAM	Samoa
16.	FIN	Finland	50.	SIN	Singapore
17.	FRA	France	51.	SOL	Solomon Islands
18.	GEO	Georgia	52.	SPA	Spain
19.	GER	Germany	53.	SRI	Sri Lanka
20.	HKG	Hongkong, China	54.	SWE	Sweden
21.	IND	India	55.	SWI	Switzerland
22.	INO	Indonesia	56.	TAJ	Tajikistan
23.	IRE	Ireland	57.	TAP	Taipei,China
24.	ITA	Italy	58.	THA	Thailand
25.	JPN	Japan	59.	TIM	Timor-Leste,
26.	KAZ	Kazakhstan	60.	TON	Tonga
27.	KIR	Kiribati	61.	TUR	Turkey
28.	KOR	Korea, Republic of	62.	TKM	Turkmenistan
29.	KGZ	Kyrgyz Republic	63.	TUV	Tuvalu
30.	LAO	Lao People's Democratic Rep.	64.	UKG	United Kingdom
31.	LUX	Luxembourg	65.	USA	United States of America
32.	MAL	Malaysia	66.	UZB	Uzbekistan
33.	MLD	Maldives	67.	VAN	Vanuatu
34.	RMI	Marshall Islands	68.	VIE	Vietnam

Section 6: Schedule of Supply

Contents

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2. Delivery and Completion Schedule	6-3
3. Technical Specifications	6-5

1. List of Goods and Related Services

No.	Name of Goods or Related Services	Description	Unit of Measurement	Total Capacity/ Quantity
1	Solar Rooftop PV systems	Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Solar Rooftop PV Systems for Elders' Home and Vocational Training Institutes	KW	323.60

2. Delivery and Completion Schedule

The delivery and Installation period shall be within **04 months** from the date of award of the contract.

List of Elderly Homes (EH) and Capacity.

No	District	Elderly Home Name	Address	District	Capacity (KW) _{AC}
1	Colombo	Jamadars elders home	No256 Galle Road, idama moratuwa	Colombo	15.00
2	Colombo	Mapiya sewana elders home	Maithree buddhist center kundalu wila	Colombo	2.20
3	Kandy	Mahaiyawa Jorge elders home	Nu 7/1 Mahaiyawa Cemetry road kandy	Kandy	10.00
4	Kandy	Pihimbiyahena elders home	Megoda kalugamuwa Hindagala Peradeniya	Kandy	2.20
5	Mathale	Rangiri dambulu elders home	Kurunaga Road Dambulla	Mathale	3.00
6	Nuwara Eliya	Chandra Wijerathna elders home	Adit tree Widulipura	Nuwara Eliya	2.20
7	Nuwara Eliya	Weera elders home	Young Buddhist association road Hatton	Nuwara Eliya	2.20
8	Kegalle	Anomadassi elders home	Kappagoda Mawanella	Kegalle	3.00
9	Kegalle	Singha Sewana elders home	Atalugama Dehiowita	Kegalle	2.20
10	Rathnapura	Mawupiya sewana elders home	Meepagama, Kalawana	Rathnapura	10.00
11	Rathnapura	Maithree elders home	Mithree foundation, Kiriella	Rathnapura	3.00
12	Gampaha	Seth sewana elders home	Thawalampitiya Meerigama	Gampaha	10.00
13	Gampaha	Ewugin nona elders home	Maligathenna Malwathuhiripitiya	Gampaha	5.00
14	Anuradhapura	Shanthi sewana elders home	Saliyapura Anuradhapura	Anuradhapura	10.00
15	Anuradhapura	Supasan elders home	Bulnawa Galnawa	Anuradhapura	3.00
16	Polonnaruwa	Parakum elders home	New town polonnaruwa	Polonnaruwa	2.20
17	Polonnaruwa	Mapiya sewana elders home	Medirigiriya Mapiya sewana, Medirigiriya	Polonnaruwa	2.20
18	Kurunegala	Pannala welcome villege elders home	Wilagedrara Gonawila	Kurunegala	10.00
19	Kurunegala	Rideegama Asarana sarana elders home	Wawodagama Ambakote	Kurunegala	2.20
20	Puttalam	Sen Joshp elders home	Lnsigama Katuneriya	Puttalam	15.00
21	Badulla	Rideepana elders home	Mahiyangana road Redeepana Badulla	Badulla	3.00
22	Badulla	Sanasuma elders home	Amunudowa Bandarawela	Badulla	2.20
23	Galle	Wanreeth elders home	Kaluwalla Galle	Galle	10.00
24	Galle	Sugatha elders home	Singharupagama benthota	Galle	3.00
25	Trincomalee	St. Soosayappar Elders Home	Thiruchchiluwai, Kanniyar Madam, 3th Post, Trinco	Trincomalee	10.00

No	District	Elderly Home Name	Address	District	Capacity (KW) _{AC}
26	Ampara	Sarana Elders Home	W/89G, Gemunu Road, Ampara	Ampara	3.00
27	Batticaloa	St. Joshap Elders Home	96, Trinco road, Batticaloa	Batticaloa	20.00
28	Batticaloa	Kattankudi Mulim Elders Home	Elders home road, Kattankudy	Batticaloa	5.00
29	Jaffna	State Elders Home, Kaithady	A9 Road, Kandy Road, Kaithady	Jaffna	20.00
30	Jaffna	St. Soosayappar Elders Home	Colombo Fort, Jaffna	Jaffna	10.00
31	Vavuniya	Sivan Elders Home	Ellappar Mrauthankulam, Vauniya	Vavuniya	10.00
32	Vavuniya	Anpaham Elders Home	4th Post, Mannar Road, Pampaimadu, Vavuniya	Vavuniya	10.00
33	Killinochchi	Yohar Suwamihal Thiruwady Elders Home	Ayyanarapuram, Vannerikkulam, Killinochchi	Killinochchi	10.00
34	Mannar	Santhom Elders Home	Pattiththottam, Mannar	Mannar	3.00
35	Kalutara	Maithree Elders Home	No: 34 Koralaime Gonapala	Kalutara	5.00
36	Matara	Karunathna elders home	Owitigamuwa Kirindapuhilwalla	Matara	5.00
37	Matara	Jeshta purawasi niwasaya	Polathugoda thihagoda	Matara	2.20
38	Matara	Dasa Elders Home	Thalalla South Gandara	Matara	2.20
39	Hambantota	Subadra Elders Home	Sandagirigama Thissamaharama	Hambantota	2.20
40	Hambantota	Bimkama mapiya sewna Elders Home	Bimkama Angunakolapalassa	Hambantota	2.20
41	Hambantota	Sarana anda Elders Home	Godawaya Ambalanthota	Hambantota	3.00
Total					255.60

List of Vocational Training Institutes (VTI) and Capacity.

No	VTI Name	Address	Capacity (KW) _{AC}
42	Thelumbuyaya VTI	Agunakolapelassa, Thelumbuyaya	10.00
43	Seeduwa VTI	Liyanagemulla, Seeduwa	10.00
44	Wattegama VTI	Wavinna, Wattegama	10.00
45	Amunukumbura VTI	Amunukumbura, Wathurugama, Gampaha	10.00
46	Ketawala VTI	Ketawala, Lewla, Kandy	5.00
47	Batticaloa VTI	Kumourumoolai, Valachchenai	5.00
48	Killinochchi VTI	Ponnagar, Killinochchi	3.00
49	Madampe VTI	Dewala Road, Pothuvilla, Madampe	5.00
50	Kalawana VTI	Pahala Kukulegama, Meepagama, Kalawana	10.00
Total			68.00

3. Technical Specification

3.1 Objective

The Contractor shall provide a total turnkey project (“Project”) including all necessary equipment, materials, design, manufacturing, and installation services for the installation of roof mounted grid connected PV systems for;

List of Elders Home and required capacity.

No	District	Elderly Home Name	Address	District	Capacity (KW) _{Ac}
1	Colombo	Jamadars elders home	No256 Galle Road, idama moratuwa	Colombo	15.00
2	Colombo	Mapiya sewana elders home	Maithree buddhist center kundalu wila	Colombo	2.20
3	Kandy	Mahaiyawa Jorge elders home	Nu 7/1 Mahaiyawa Cemetry road kandy	Kandy	10.00
4	Kandy	Pihimbiyahena elders home	Megoda kalugamuwa Hindagala Peradeniya	Kandy	2.20
5	Mathale	Rangiri dambulu elders home	Kurunaga Road Dambulla	Mathale	3.00
6	Nuwara Eliya	Chandra Wijerathna elders home	Adit tree Widulipura	Nuwara Eliya	2.20
7	Nuwara Eliya	Weera elders home	Young Buddhist association road Hatton	Nuwara Eliya	2.20
8	Kegalle	Anomadassi elders home	Kappagoda Mawanella	Kegalle	3.00
9	Kegalle	Singha Sewana elders home	Atalugama Dehiowita	Kegalle	2.20
10	Rathnapura	Mawupiya sewana elders home	Meepagama, Kalawana	Rathnapura	10.00
11	Rathnapura	Maithree elders home	Mithree foundation, Kiriella	Rathnapura	3.00
12	Gampaha	Seth sewana elders home	Thawalampitiya Meerigama	Gampaha	10.00
13	Gampaha	Ewugin nona elders home	Maligathenna Malwathuhiripitiya	Gampaha	5.00
14	Anuradhapura	Shanthy sewana elders home	Saliyapura Anuradhapura	Anuradhapura	10.00
15	Anuradhapura	Supasan elders home	Bulnawa Galnawa	Anuradhapura	3.00
16	Polonnaruwa	Parakum elders home	New town polonnaruwa	Polonnaruwa	2.20
17	Polonnaruwa	Mapiya sewana elders home	Medirigiriya Mapiya sewana, Medirigiriya	Polonnaruwa	2.20
18	Kurunegala	Pannala welcome villege elders home	Wilagedrara Gonawila	Kurunegala	10.00
19	Kurunegala	Rideegama Asarana sarana elders home	Wawodagama Ambakote	Kurunegala	2.20
20	Puttalam	Sen Joshp elders home	Lnsigama Katuneriya	Puttalam	15.00
21	Badulla	Rideepana elders home	Mahiyangana road Redeepana Badulla	Badulla	3.00
22	Badulla	Sanasuma elders home	Amunudowa Bandarawela	Badulla	2.20
23	Galle	Wanreeth elders home	Kaluwalla Galle	Galle	10.00
24	Galle	Sugatha elders home	Singharupagama benthota	Galle	3.00

25	Trincomalee	St. Soosayappar Elders Home	Thiruchchiluwai, Kanniyar Madam, 3th Post, Trinco	Trincomalee	10.00
26	Ampara	Sarana Elders Home	W/89G, Gemunu Road, Ampara	Ampara	3.00
27	Batticaloa	St. Joshap Elders Home	96, Trinco road, Batticaloa	Batticaloa	20.00
28	Batticaloa	Kattankudi Mulim Elders Home	Elders home road, Kattankudy	Batticaloa	5.00
29	Jaffna	State Elders Home, Kaithady	A9 Road, Kandy Road, Kaithady	Jaffna	20.00
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31	Vavuniya	Sivan Elders Home	Ellappar Mrauthankularn, Vauniya	Vavuniya	10.00
32	Vavuniya	Anpaham Elders Home	4th Post, Mannar Road, Pampaimadu, Vavuniya	Vavuniya	10.00
33	Killinochchi	Yohar Suwamihal Thiruwady Elders Home	Ayyanarupuram, Vannerikkulam, Killinochchi	Killinochchi	10.00
34	Mannar	Santhom Elders Home	Pattiththottam, Mannar	Mannar	3.00
35	Kalutara	Maithree Elders Home	No: 34 Koralaime Gonapala	Kalutara	5.00
36	Matara	Karunarathna elders home	Owitigamuwa Kirindapuhilwalla	Matara	5.00
37	Matara	Jeshta purawasi niwasaya	Polathugoda thihagoda	Matara	2.20
38	Matara	Dasa Elders Home	Thalalla South Gandara	Matara	2.20
39	Hambantota	Subadra Elders Home	Sandagirigama Thissamaharama	Hambantota	2.20
40	Hambantota	Bimkama mapiya sewna Elders Home	Bimkama Angunakolapalassa	Hambantota	2.20
41	Hambantota	Sarana anda Elders Home	Godawaya Ambalanthota	Hambantota	3.00
Total					255.60

List of Vocational Training Institutes (VTI) and Capacity.

No	VTI Name	Address	Capacity (KW) _{AC}
1	Thelumbuyaya VTI	Agunakolapelassa, Thelumbuyaya	10.00
2	Seeduwa VTI	Liyanagemulla, Seeduwa	10.00
3	Wattegama VTI	Wavinna, Wattegama	10.00
4	Amunukumbura VTI	Amunukumbura, Wathurugama, Gampaha	10.00
5	Ketawala VTI	Ketawala, Lewla, Kandy	5.00
6	Batticaloa VTI	Kumourumoolai, Valachchenai	5.00
7	Killinochchi VTI	Ponnagar, Killinochchi	3.00
8	Madampe VTI	Dewala Road, Pothuvilla, Madampe	5.00
9	Kalawana VTI	Pahala Kukulegama, Meepagama, Kalawana	10.00
Total			68.00

The Contractor should prepare a system summary detailing each location, applicable equipment/size, and predicted system energy production as performance guarantee (kWh). The Project shall meet all requirements of this bid document and other specifications included that apply.

3.2 Site Conditions

Climatic Conditions. All solar photovoltaic panels, inverters, mounting structures, electrical equipment and cables shall be rated for continuous operation at an ambient temperature of 40°C. Inside the buildings, ambient temperature of 40°C shall be assumed. Directly buried cables shall be rated for ground temperature of 20°C and soil thermal resistivity of 2° C m/w. The system, and structures should be designed for 50m/s wind gust.

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.

The design data specified herein are average values for concerned location. Its bidder's responsibility to obtain precise data required to optimize the performance of system without compromising safety norms on his own cost.

Service Conditions. All electrical equipment, apparatus, accessories and fittings shall be designed and manufactured to operate continuously in the electricity supply system having following characteristics:

Voltage: 400 volts \pm 5%, 3 Phase, 4 Wire
Frequency: 50 Hz. \pm 2 %
Neutral: Solidly earthed

3.3 Scope of Work ("Work")

The Contractor shall perform all professional services as necessary to provide the Client with a complete design package, including the requirements outlined in Section 1.5. The Contractor shall install the Project such that it is operational and compliant with all applicable standards, building codes, CEB/ LECO interconnection requirements, and contractual requirements. The Contractor shall provide all necessary construction services to successfully complete the PV system installation and commissioning. Finally, the Contractor shall conduct maintenance activities for the healthy operation of the PV systems.

- a. Supply and complete installation of required number of solar panels with all necessary mounting structures and associated civil works on the allocated space of the roof and water supply system shall be installed for each roof to clean the PV module.
- b. Supply and installation of all other standard components to complete the system including the inverter, combiner box, distribution board AC and DC cables and isolation switches, surge arrestors and protection devices.
- c. Installation of necessary grounding system
- d. Testing and Commissioning of the system
- e. Certification of the system complied with the CEB regulations to obtain the net Accounting facility.
- f. Providing essential Maintenance Services to each Solar PV System for a period of five years (05) from the date of commissioning. Before releasing the retention payment of 10%, the Supplier must sign the maintenance services agreement with the client.
- g. Complete system shall comply with the CEB requirements for net accounting facility and auto isolation feature (*anti-islanding*) shall be available when failure or malfunction of CEB grid connection.
- h. Successful bidder shall insure the system with free of charge for minimum three year period from commission date of the system. Successful bidder shall provide 5-years workmanship warranty for installation.

3.4 After sale service (Maintenance)

- (i). How many dates/hours require attending from the failure notified date?
- (ii). How do you arrange to sign the service agreement after warranty period?
- (iii). How many dates spend to repair the item from notified date?

The above work scope may be achieved by accomplishing following essential milestones.

- a. Inspection of premises.
- b. Assessment of identified roof structures for structural integrity and load bearing capacity.
- c. Assessment of surrounding area for water availability.
- d. Assessment of surrounding area for system grounding.
- e. Site solar resource assessment.
- f. Design the solar PV system.
- g. Procure required equipments, accessories and deliver to the site.
- h. Prepare the roof structure in line with structural assessment and solar PV system design.
- i. Arrange all equipment, materials and tools required for installation, testing and commissioning of the plant.
- j. Carry out the installation, testing, commissioning and acceptance testing (including performance verification testing under site conditions) for solar PV system.
- k. String cables are properly tagged, identified and traceable at key locations (at array, junction box , inverter).
- l. Durable warning signs and labeling should be displayed to identify the components and their hazardous nature.
- m. Emergency shutdown procedure, single line diagram should be displayed at the inverter room.
- n. Essential documentation including Operation and Maintenance Manuals (including operational and maintenance procedures) and layout diagrams for trouble shooting.
- o. Train the designated representatives of the client.
- p. Deliver and hand over of essential spare parts (*if any*) and tool kits for routine operation & maintenance work.
- q. Carry out essential maintenance of the solar PV system for a period of five years (05) to ensure that the plant is operated to deliver guaranteed energy output.
- r. Insurance should be covered by both client and the contractor for human damage and material damage during the construction period.

3.5 Power Purchase Agreement. The PV systems shall sell generated electricity to the CEB/ LECO under Net Accounting tariff scheme.

3.6 Site Details. Contractor shall develop designs for new PV systems at the sub project locations (“Sub-Locations”) detailed in following table.

Sub-Location ID	District	Elderly Home Name	Address	Location GPS Coordinates	Capacity - After suggestions
1	Colombo	Janadara elders home	No256 Galle road, idama moratuwa	6.784, 79.88485	15.00
2	Colombo	Mapiya sewana elders home	Maithree buddhist center kundalu wila	6.886389, 80.079722	2.20
3	Kandy	Mahaiyawa Jorge elders home	Nu 7/1 Mahaiyawa Cemetry road kandy	7.301389, 80.636111	10.00
4	Kandy	Pihimbimahena elders home	Megoda kalugamuwa Hindagala Peradeniya	7.201944, 80.6125	2.20
5	Mathale	Rangiri dambulu elders home	Kurunaga Road Dambulla	7.867778, 80.646667	3.00
6	Nuwara Eliya	Chandra Wijerathna elders home	Adit tree Widulipura	6.923333, 80.510278	2.20
7	Nuwara Eliya	Weera elders home	Young Buddhist association road Hatton	6.890278, 80.595556	2.20
8	Kegalle	Anomadassi elders home	Kappagoda Mawanella	7.239444, 80.444167	3.00
9	Kegalle	Singha Sewana elders home	Atalugama Dehiowita	6.991667, 80.265556	2.20
10	Rathnapura	Mawupiya sewana elders home	Meepagama, Kalawana	6.545278, 80.363333	10.00

Sub-Location ID	District	Elderly Home Name	Address	Location GPS Coordinates	Capacity - After suggestions
11	Rathnapura	Maithree elders home	Mithree foundation, Kiriella	6.754167, 80.262222	3.00
12	Gampaha	Seth sewana elders home	Thawalampitiya Meerigama	7.250556, 80.1475	10.00
13	Gampaha	Ewugin nona elders home	Maligathenna Malwathuhiripitiya	7.064722, 80.065833	5.00
14	Anuradhapura	Shanthy sewana elders home	Saliyapura Anuradhapura	8.384167, 80.43	10.00
15	Anuradhapura	Supasan elders home	Bulnawa Galnawa	8.045556, 80.440278	3.00
16	Polonnaruwa	Parakum elders home	New town polonnaruwa	7.916667, 81.009722	2.20
17	Polonnaruwa	Mapiya sewana elders home	Medirigiriya Mapiya sewana, Medirigiriya	8.154444, 80.987222	2.20
18	Kurunegala	Pannala welcome villege elders home	Wilagedrara Gonawila	7.298333, 79.974722	10.00
19	Kurunegala	Rideegama Asarana sarana elders home	Wawodagama Ambakote	7.476389, 80.473889	2.20
20	Puttalam	Sen Joshp elders home	Lnsigama Katuneriya	7.380556, 79.8325	15.00
21	Badulla	Rideepana elders home	Mahiyangana road Redeepana Badulla	7.011111, 81.056667	3.00
22	Badulla	Sanasuma elders home	Amunudowa Bandarawela	6.856111, 80.985	2.20
23	Galle	Wanreeth elders home	Kaluwalla Galle	6.035833, 80.211111	10.00
24	Galle	Sugatha elders home	Singharupagama benthota	6.428889, 80.0125	3.00
25	Trincomalee	St. Soosayappar Elders Home	Thiruchchiluwai, Kanniyar Madam, 3th Post, Trinco	8.604444, 81.216389	10.00
26	Ampara	Sarana Elders Home	W/89G, Gemunu Road, Ampara	7.301944, 81.671389	3.00
27	Batticaloa	St. Joshap Elders Home	96, Trinco road, Batticaloa	7.724167, 81.694444	20.00
28	Batticaloa	Kattankudi Mulim Elders Home	Elders home road, Kattankudy	7.688611, 81.726389	5.00
29	Jaffna	State Elders Home, Kaithady	A9 Road, Kandy Road, Kaithady	9.669167, 80.091667	20.00
30	Jaffna	St. Soosayappar Elders Home	Colombo Fort, Jaffna	9.647778, 80.035556	10.00
31	Vavuniya	Sivan Elders Home	Ellappar Mrauthankulam, Vauniya	8.706111, 80.518056	10.00
32	Vavuniya	Anpaham Elders Home	4th Post, Mannar Road, Pampaimadu, Vavuniya	8.760278, 80.428056	10.00
33	Killinochchi	Yohar Suwamihal Thiruwady Elders Home	Ayyanarapuram, Vannerikkulam, Killinochchi	9.306944, 80.246944	10.00
34	Mannar	Santhom Elders Home	Pattiththottam, Mannar	8.993056, 79.885278	3.00
35	Kalutara	Maithree Elders Home	No: 34 Koralaime Gonapala	6.769167, 80.006111	5.00
36	Matara	Karunarathna elders home	Owitigamuwa Kirindapuhilwalla	6.068543, 80.599877	5.00
37	Matara	Jeshta purawasi niwasaya	Polathugoda thihagoda	6.019167, 80.57	2.20
38	Matara	Dasa Elders Home	Thalalla South Gandara	5.9488, 80.6137	2.20
39	Hambantota	Subadra Elders Home	Sandagirigama Thissamaharama	6.298056, 81.304722	2.20
40	Hambantota	Bimkama mapiya sewna Elders Home	Bimkama Angunakolapalassa	6.196513, 80.894960	2.20
41	Hambantota	Sarana anda Elders Home	Godawaya Ambalanthota	6.109444, 81.050833	3.00

Sub-Location ID	VTI Name	Address	Location GPS Coordinates	Capacity - After suggestions
42	Thelumbuyaya VTI	Agunakolapelassa, Thelumbuyaya	6.195833, 80.838056	10.00
43	Seeduwa VTI	Liyanagemulla, Seeduwa	7.147222, 79.875556	10.00
44	Wattegama VTI	Wavinna, Wattegama	7.341111, 80.694167	10.00
45	Amunukumbura VTI	Amunukumbura, Wathurugama, Gampaha	7.055, 80.079444	10.00
46	Ketawala VTI	Ketawala, Lewla, Kandy	7.262222, 80.668889	5.00
47	Batticaloa VTI	Kumourumoolai, Valachchenai	7.873319, 81.547169	5.00
48	Killinochchi VTI	Ponnagar, Killinochchi	9.328761, 80.404097	3.00
49	Madampe VTI	Dewala Road, Pothuvilla, Madampe	7.490556, 79.873889	5.00
50	Kalawana VTI	Pahala Kukulegama, Meepagama, Kalawana	6.533707, 80.349983	10.00

3.7 Roles and Responsibilities

Contractor. The Contractor is required to provide the following to each Sub-Location:

- a) All designs shall meet the comply with applicable standards. (e.g. electrical, structural) as specified in Section 3
- b) Delivery of materials and products as in Section 4 and Annex C
- c) Construction, supervision, and labor as in Section 5
- d) Project management/ contract management
- e) Inspections and tests as in Section 6
- f) A quality control plan (QCP) as in Section 7
- g) An occupational health and safety plan
- h) Commissioning of the project as in Section 7
- i) Grid interconnection and coordination with CEB/ LECO as in Section 8
- j) Warranties as in Section 9
- k) Manuals (e.g., operation/maintenance, as-built drawing, etc.) as in Section 10
- l) Mentoring and training of building operating staff for operation and maintenance as in Section 10
- m) Operation and maintenance during the first three (03) years as in Section 11
- n) A web-based monitoring system for 20 years

Code Compliance

The installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural, and electrical codes. The publications listed below form a part of this document and are hereby incorporated by reference:

- a) BS 7671 IEE Wiring Regulations for Electrical Installation Work (18th Edition: 2019)
- SLS 1522: 2016 Sri Lanka Standard Code of Practice for Grid Connected Photovoltaic Power Systems - Requirements for System Documentation, Installation, Testing & Commissioning
PV Modules
- SLS 1553 Sri Lanka Standard Specification for Photovoltaic(PV) Module Safety Qualification (IEC 61730:2016)
- SLS 1544 Sri Lanka Standard Specification for Terrestrial Photovoltaic (PV) Modules – Design qualification and type approval (IEC 61215:2016)
- SLS 1546:2016 Sri Lanka Standard Specification for Photovoltaic Systems – Power Conditioners – Procedure for Measuring Efficiency (IEC 61683:1999)
Inverters
- SLS 1543 Sri Lanka Standard Specification for Safety of Power Converters for use in Photovoltaic Power Systems
- SLS 1547:2016 Sri Lanka Standard Specification for Photovoltaic (PV) Systems –Characteristics of the Utility Interface (IEC 61727:2004).
Switchgear and Control Gear
- SLS 1554 - Sri Lanka Standard Specification for Low-Voltage Switchgear and Control gear (IEC 60947-1:2014)

DC Cable

SLS 1542:2016 Sri Lanka Standard Specification for Electric Cable for Photovoltaic Systems (EN 50618:2014)

Performance Testing and Energy Rating

SLS IEC 62548:2018 - Sri Lanka Standard Specification for Photovoltaic (PV) Arrays – Design Requirements (IEC 62548: 2016)

SLS IEC 62446:2017 - Sri Lanka Standard Specification for Photovoltaic (PV) Systems – Requirements For Testing, Documentation And Maintenance – Part 1:2017 Grid Connected Systems – Documentation, Commissioning Tests And Inspection (IEC 62446-1:2016)

SLS IEC 60364: 2018 - Sri Lanka Standard Specification for Low Voltage Electrical Installation - Part 6: 2018 verification (IEC 60364-6: 2016)

SLS 1472 Sri Lanka Standard for Protection Against Lightning

SLS 1473 Sri Lanka Standard for Low Voltage Surge Protective Devices

3.8 Schedule of Payment – Refer General Conditions of Contract (GCC) 16.1

Proposers are also requested to provide a detailed cost breakdown for each item including mounting structures.

3.9 Timeline

The best possible completion timeline for each Sub-Location should be stated in the Proposal as detailed in Section 2.8. Evaluating the proposed schedule, the Client shall approve the final project schedule which shall be utilized for the Contractor performance measurement. Preference shall be given to proposed timelines where installation work shall be started within 2 weeks after contract signing and mechanical completion shall be achieved within 16 weeks

System cost

- a. The system cost shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a basis such that the total Bid Price covers all the obligations mentioned in this specification respect of Design, Supply, Installation, Testing and Commissioning Including Warranty, Operation & Maintenance, goods and services including spares required (if any) during operation & maintenance period.
- b. The Bidder has to take all necessary permits, approvals, licenses, and Insurance to complete the scope of work mentioned in *Clause 1.2* above. The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment his actual cost of execution of the project.
- c. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever. The cost shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable.
- d. The operation & maintenance of Solar PV System would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors, spares, consumables & other parts till the end of warranty period.

3.10 SOLAR PV SYSTEM

A). PV Modules

PV modules shall be a commercial, off-the-shelf products and shall be compatible with CEB/ LECO requirements.

All modules installed in a series string shall be installed in the same plane/ orientation unless specified by the inverter design.

In addition, the PV modules shall comply with following minimum requirements;

- a) The manufacturer should be listed on Tier-1 for at least two quarters during last four quarters in BNEF Tier 1 List.
- b) Should be made out of **mono crystalline** silicon cells
- c) Module rating to be 400Wp to 580Wp
- d) Rated output of module shall be within 0~ +5W of the declared value.
- e) Shall perform in an operating environment where; solar PV panel temperature ranging between 10°C to 85°C and relative humidity is 95%.
- f) Economic life should be more than 30 years
- g) Module fill factor shall be 0.78 or higher.
- 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 centers as per relevant and latest IEC standards.
- j)
- k) Low Negative Temperature Coefficient is desired.
- l) Module efficiency (STC) to be over 21% or higher
- m) IEC 61215 or IEC 61646/ IEC 61730/ UL 1703/ IEC 61701/ IEC 62716 , IEC 62804 Electrical Protection Class II certifications by IEC 17025 accredited laboratory.
- n) Solar modules should be preferably of replaced origin and should be IEC 61215, IEC 61730 , UL 1703 & ISO 9001:2008 certified and comply to the QC080000 HSPM regulations (*certificate copies should be provided*)
- o) Solar cell surface to be coated with anti-reflective coating.
- p) Module frame shall be made out of corrosion resistant material and shall be compatible with the mounting structures to prevent corrosion.
- q) Module shall be built to withstand against 50 m/s of wind speed.
- r) The bidder should be an Authorized Representative to market and service of this product in Sri Lanka (*Attach a copy of the Authorization letter from the manufacture*).
- s) Product warranty for the solar modules should be 12 years, and linear performance warranty should be indicated against 85% power output in 25 year. Warranty statement from the supplier should be attached.
- t) Indicate the period of the insurance cover provided against the insolvency or bankruptcy of the manufacturer in case of a claim within the said warranty period.
- u) Identification of solar PV modules
- v) The minimum DC/AC capacity ratio should be at least 1.2

Solar PV modules shall be provided with RF 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
- w) Cable length at ends of PV module Junction Box (both on +ve & -ve side) shall be such that minimum additional dc cables are required during the installation.

- x) The Contractor shall furnish the following certificates and test reports before dispatching of modules;
- Full set of 'third party inspection certificates' conforming to IEC-61215, carried out for the sample modules of this project
 - Third-party certification for conformity to IEC-61730
 - Type test reports
 - PID test reports
 - Salt mist corrosion tests confirming to IEC-61701
 - Sand dust test confirming to IEC-60068
 - Ammonia resistance test
 - Flash test reports for all modules

B). Grid Tie Inverters and Controls

Grid tie inverters shall be a commercial, off-the-shelf products, listed to IEEE 1547 or equivalent and shall be compatible with CEB/ LECO requirements.

Inverters shall be compatible to site conditions with appropriate environmental protection. Roofs may be used if structurally sufficient. If inverters are mounted outside, they shall be shaded from direct sun and rain externally.

In addition, the grid tie inverters shall comply with following minimum requirements;

- a) 400 V, 50 Hz systems

Outdoor mountable under Sri Lankan conditions with IP 65 rating or higher as per IEC 62208 specifications.

Inverter efficiency over 97% is required

Voltage THD level shall be less than 3%

IEC 61727, IEC 62109-1/2, IEC 62116, IEC 61000-6-1/-2/-3/-4 certifications by IEC 17025 accredited laboratory

All test certificates listed above should be provided

Operating range without de-rating from -20 to 50 °C

Grid frequency tolerance should be +3%

PF operating range should be -0.9 to 0.9

If required optimizers shall be provided

The Inverter operation shall be based on Maximum Power Point Tracking (MPPT) principle.

The grid interconnection protection scheme required (shall be as per the standards and requirement specified by the Ceylon Electricity Board) at the grid interface may be built in to inverter or separately provided (Most of the modern Inverters are equipped with this protection scheme as a built in capability). The Bidders are expected to study and understand the protection scheme required at the grid interface prior to choose the Inverter.

Inverter shall be protected against incorrect polarity of DC input.

The power quality of the Inverter output shall be as specified by the Ceylon Electricity Board (as per the standard and specifications of Net Accounting Scheme stipulated by CEB).

The operating range of the Inverter shall be +/- 10% nominal voltage and -6% / +4% of power frequency. These settings should be adjustable to set the Inverter operating range.

Shall be built with capability to synchronize with low voltage grid.

Shall be built with capability to log data, remote monitoring and data transferring to remote computer.

Shall be built with capability to protect against incorrect polarity.

Inverters shall be warranted for a minimum of ten (10) years.

Inverter output should be compatible with the grid frequency. Typical technical features of the inverter in addition to the above shall be as follows:

I. Grid Frequency Synchronization range: +/- 3Hz

II. Maximum Input DC Voltage: Depending on the inverter used. (Shall not exceed overloading limits as specified by manufacturer)

III. No-load losses: Less than 1% of rated power.

IV. THD: < 3%

- u) Inverters shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

- v) Inverters should comply with applicable IEC standard for efficiency measurements and environmental tests as per standard codes IEC 61683 and IEC 60068 2(6, 21, 27,30, 75, 78). The MPPT units should qualify IEC 62093 and IEC 60068 2 (6, 21, 27, 30, 75, 78).

- w) Inverters should comply with IEEE 1547 (and IEC 62116) for islanding protection and interconnecting with grid as required by CEB.
- x) Inverters should be tested and approved by internationally recognized test houses.
- y) The bidder should be an Authorized Representative to market and service this product in Sri Lanka or should be purchased from authorized dealer (Attach a copy of the Authorization letter).

Inverter mounting location must be confirmed during the first site inspection for each location prior to bidding. In case of a need for a separate inverter room construction, the Contractor must make sure that it complies with the aesthetics of the premises while maintaining the recommended temperature by the Original Equipment Manufacturers (OEM) considering the local temperature.

Shall be built with capability to log data, remote monitoring and data transferring to remote computer. All inverters shall be had individual remote monitoring systems with individual proper energy meters

C). Mounting Structure

All structures, including array structures, shall be designed in accordance with all applicable local codes and standards.

The Contractor shall inspect all roofs considering the wind conditions on-site prior to the installation. All structural components shall be noncorrosive (galvanized steel, stainless steel, or aluminum). All hardware shall be stainless steel or aluminum. All components shall be designed to obtain a minimum 20-year design life.

All roof penetrations shall be designed and constructed in collaboration with the roofing professional or manufacturer responsible for the roof. All roof installations and weather proofing of penetrations shall not compromise the roof warranty, or if the roof has no warranty, accepted best practices. The roof penetrations and roof connections shall be warranted for weather tightness for 10 years from the installer, including parts and labor.

All supporting structures to be fixed with the purlins underneath the roof. Fixing of clamps/ supporting materials on the roof sheet alone is not acceptable.

The mounting system shall be tilted to get the maximum output. It shall also allow for the best ventilation possible to avoid adverse performance impacts.

The designer needs to consider the thermal expansions of the structure material considering the temperature in Sri Lanka and provide necessary expansion mechanism to cater that.

The structures provided shall be of flat-plate design with combination of I, C and L sections as per structure design requirement to withstand 50m/s wind speed. Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specified wind speed. The solar PV panel mounting structure shall be firmly secured on to the roof structure without affecting the structural integrity. This shall be performed in consultation with a qualified structural engineer.

Structural material shall be corrosion resistant and electrolytic ally compatible with the materials used in the module frame, its fasteners, nut and bolts.

Aluminum structures also can be used which can withstand the wind speed of 50m/s. Necessary protection towards rusting shall be provided either by coating or anodization. The fasteners used should be made up of stainless steel. Proper sealing materials to be employed for roof penetrations. All structural members shall be made out of either hot dip galvanized steel or corrosion resistant aluminum or stainless steel.

The structures shall be designed to allow easy replacement of any module. Panel array to be oriented towards East-West direction wherever possible.

Each structure should have angle of inclination as per the site conditions to take maximum irradiance. However, to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

Regarding civil structures, the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

The mounting structure could be removed easily on a major roof repair and reinstall using the same materials (*indicate the warranty of the mounting structure*).

The module alignment and tilt angle shall be calculated to provide maximum annual energy output wherever possible. The existing roof alignment may be followed if the difference in energy yield (*energy maximum tilt angle Vs roof angle*) found to be insignificant. The panel mounting angle shall be as much as closed to the optimum value.

Panels to be separated from the roof surface using a suitably designed insulation layer to prevent excessive heat being transferred to panels.

Free space to be provided between panel rows for ease of maintenance which include replacement, inspection and cleaning of panels.

Panels to be separated from the roof surface using a suitably space (*as per the installations guide of SLS*) to prevent the generation of excessive heat under the panels.

Appearance of the roof, if visible at a distance, also to be considered for deciding mounting angle.

Proper sealing materials to be employed for roof penetrations.

Materials shall be UV resistant and shall be designed to withstand the temperatures to which they are exposed.

Dissimilar metals, if used, shall be isolated from one another using non-conductive materials.

Layout plan and mounting structures to be prepared. Solar panels shall be mounted on an Aluminum structure without affecting the architectural view of the building. Cost of Aluminum structure is required to be included in the Bid. A certification from a structural engineer to be obtained to ensure the roof stability. Roofs of building consist of concrete slab. Aluminum structure should be placed on the concrete roof without drilling the slab.

D). Plant Monitoring

The PV system installed shall include a monitoring system for use by the Client on a vendor-provided website. This website shall be maintained for the life time of the project.

Monitor by an Internet Protocol (IP)-addressable device and display graphically in a user-friendly manner the following parameters:

- a) AC voltage, current, instantaneous power, accumulated energy
- DC voltage, current
- Status of all equipment
- Protective function limits
- Analysis and reporting of energy generation figures hourly, daily, monthly and yearly basis
- Alarms and remote diagnostics
- Weather data
- Electrical diagram showing operation and performance of all equipment

Data shall be available in archived 15-minute averages incorporating download of historic data. All monitoring hardware and monitoring equipment shall be provided by the Contractor except an internet connection.

The system shall also include metering for display of system performance. This shall be provided by digital meters installed in the main distribution panel (MDP) which log the values of ac & dc current and voltages with CTs and PTs of 0.2 class accuracy.

E). Electrical System

General. System wiring shall be installed in accordance with the provisions of BS 7671:18th Edition – IET Wiring Regulations and SLS 1522:2016 – Sri Lanka Standard Code of Practice for Grid Connected Photovoltaic Power Systems – Requirements for System Documentation, Installation, and Testing & Commissioning.

Cabling. Cabling shall be designed and installed in conformance with follows;

- a) All cables shall be supplied conforming to SLS 1542, IEC 60227 & IEC 60502.
- b) Total voltage drop on the cable segments from the furthest solar PV module of the string to the grid tie inverter shall not exceed 2%. Total voltage drop on the cable segments from the solar grid inverter to the grid interconnection point shall not exceed 1%.
- c) Cables and wires used for the interconnection of solar PV modules shall be provided with certified PV connectors (MC4 or similar approved by PV module and inverter suppliers).
- d) For dc cables, XLPE or XLPO insulated and sheathed, UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.
- e) For ac cables, PVC or XLPE insulated and PVC sheathed single or multi-core flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.
- f) Preferred dc cable suppliers are Tecsun, KBE, LAPP or KabelTec. Preferred ac cable suppliers are Kelani cables and ACL Cables.
- g) The dc cables from the PV array shall run through a UV stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm. Alternatively, a cable tray on the ground with sufficient clearance for passage of water and a cover may be used.

Protection Means. Protection means shall be designed and installed in conformance with follows;

- a) Protection against over voltages shall be provided by equipotential bonding of all metallic parts on roof and appropriate use of surge protection devices (SPD) as per the code requirements.
- b) Manual dc disconnectors shall be employed in-built to the inverter and properly labelled. Installation of external dc disconnectors shall be done as per OEM recommendation.
- c) DC overcurrent protection device shall be employed between the strings of the PV modules and the inverter, preferably in-built to the inverter. Installation of external SPDs shall be done as per OEM recommendation.
- d) Earth leakage circuit breaker (ELCB) or residual current circuit breaker (RCCB) shall be used at the output of the inverter.
- e) Manual ac disconnectors shall be employed at the interconnection of the PV system in the ac distribution box and clearly labelled.
- f) If the grid voltage tends to sag or swell beyond the operating range of the inverter, then an isolation transformer of appropriate capacity, standards and specifications shall be used at the output of the inverter prior to interconnection in order to ensure that the inverter does not trip due to grid voltage issues.
- g) Solar system shall be equipped with islanding protection. In addition to disconnection from the grid (islanding protection i.e. on no supply), under and over voltage conditions shall also be provided. Solar system shall include the surge arrestors to protect the system from the surges.
- h) All components and exposed metal parts in the system shall be properly grounded. Solar panels shall include both equipment and system grounding. In addition the lightning arrester/masts should also be provided inside the array field if applicable
- i) Provision should be kept for shorting and grounding of the PV array at the time of maintenance work. AC Distribution Board and DC Distribution Board should also be earthed properly. It shall be ensured that all the grounding points are bonded together to make them at the same potential
- j) Grounding shall meet such norms as specified in the electrical code of practice in use and as specified by utilities cost of necessary grounding shall be included in the bid.

Control Panel. All control panels shall be IP65 or higher for outdoor applications. Full discrimination is required within and between switchboards ensuring that short circuits or overload on sub-circuits will not trip the switch board circuit breakers but will effectively isolate the faulty circuit, leaving the healthy circuits unaffected.

Earthing. Earthing system shall be designed and installed in conformance with follows;

- a) Earthing system design should be as per the standard practices.
- b) PV array, dc equipment, inverter, ac equipment and distribution wiring shall be earthed as required.
- c) Equipment grounding shall connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis and PV panel mounting structures in one long run. The grounding wire should not be switched, fused or interrupted.
- d) Earth electrodes shall be in rods of mild steel inner core with a bonded hard drawn copper sleeve of an approved type.
- e) Effective grounding system maximum resistance to the earth shall be less than 5 ohm.
- f) Electrodes shall be driven into the ground within a concrete earth pit with a substantial removable cover to ensure accessibility and maintainability.
- g) Only approved tools, e.g. electric hammer or pneumatic hammer, shall be used for the installation
- h) If it is required the lightning arrester, the earth down conductor shall be made out of copper strip and shall be designed to withstand expected highest current.

Labelling. Warning labels shall be posted on the cable raceways, control panels and junction boxes indicating that the circuits are energized by an alternate power source independent of utility-provided power. Operating instructions shall be posted on or near the system and on file with facilities operation and maintenance documents.

Specifications/standards/requirements for Combiner Boxes (Junction Boxes)

- a) Shall be suitably rated (box bus bar) to handle the expected current flow at the combiner box.
- b) The array combiner boxes shall be sealed to prevent ingress of dust, vermin and moisture
- c) The IP rating shall be IP 65.

- d) Shall be provided with test point for fault detection.
- e) Shall be equipped with suitable arrangement to disconnect and isolate arrays.
- f) Shall be fitted with cable glands for both incoming and outgoing cables.
- g) Cables to be properly terminated at the combiner box.
- h) Protective devices to be installed at combiner boxes to protect against over voltages and lightning conditions.
- i) Cables shall be properly tagged for identification.
- j) Ground fault protection to be provided either at combiner boxes or at inverters.

4.6 Distribution board

- a) DC Distribution panel is needed to receive the DC output from the array field, with analog measurement panel for voltage, current from different MJBs so as to check any failure in the array field.
- b) It shall have MCCBs of suitable rating for connection and disconnection of array sections. DCDB shall be fabricated by CRC Sheet to comply with IP-65 protection

3.11 INSTALLATION

All installation work shall be carried out as per the applicable standards.

3.12 INSPECTIONS AND TESTS

General

The Contractor shall perform inspections and tests throughout the construction process, including: existing conditions/ needs assessments, construction performance measurements, periodic quality measurements, and final acceptance inspections. The Contractor shall provide when and how these inspections and tests be performed in the Contractor's Quality and Control Plan (QCP – Detailed in Section 7).

Periodic Quality Inspections

Periodic quality inspections shall be conducted to support progress payments and will be identified in the Contractor's QCP. These periodic quality inspections and tests to establish work accomplishment, or certify performance attainment shall be witnessed by the Client and/ or its CM representative and coordinated through the QCP.

Final Inspection and Acceptance Test (FAT)

This will be conducted to ensure the project's conformance to the Client's requirement and is mandatory after construction is completed. The contractor shall provide structural engineer confirmation, and installation completion by chartered electrical engineer. That should include necessary testing and commissioning checklist as per the applicable standard.

Documentation

All the inspections/ tests including periodic and final acceptance inspections shall result in a written record of data/ observations. The Contractor shall provide one (01) copy of documents for each Sub-Location containing all test reports/ findings. Test results shall typically include: item/ system tested, location, date of test, test parameters/ measured data, state of construction completion, operating mode, contractor inspector/ witness, test equipment description, and measurement technique.

3.13 QUALITY AND CONTROL PLAN

Content

The Quality and Control Plan (QCP) is intended to document those inspections and tests necessary to assure the Client that product delivery, quality, and performance are as required. It also serves as an inspection coordination tool between the Contractor and the Client.

The QCP shall identify: item/ system to be tested, exact test(s) to be performed, measured parameters, inspection/ testing organization, and the stage of construction development when tests are to be performed.

Code Requirement

At a minimum, the QCP should conform to SLS IEC 62446:2017 Sri Lankan Standard for PV Systems – Minimum Requirements for System Documentation, Commissioning Tests, and Inspections.

Tests with Interconnection

This shall be conducted after grid interconnection by CEB/ LECO. Tests which are performed at this stage shall be functional tests, anti-islanding tests, and power quality and measurement tests (e.g. harmonic tests).

Performance Test

This will be conducted at the final commissioning/ acceptance testing and 1 year after the acceptance date. Contractor should provide performance guarantee for 1st year of operation. Final payment will be released based on the performance guarantee. And if there is a performance deviation, contract has to take necessary corrective actions to rectify the issue.

3.14 GRID INTERCONNECTION

The Contractor shall coordinate with CEB/ LECO to ensure that the project satisfies all their criteria for interconnection to the distribution system. This includes coordinating all negotiations, meeting with CEB/ LECO, conducting design reviews, and participating in any needed interaction between CEB/ LECO and the Client. The Contractor is responsible for preparing required submissions for obtaining the interconnection agreement from the utility.

The Contractor shall manage the interconnection and start-up of the project in coordination with the site and CEB/ LECO.

3.15 WARRANTY

The Contractor is responsible for arranging warranty in the following manner or liaising with the manufacturer for all the sections under its scope.

Item	Warranty Description	Warranty Provider
PV Modules	All PV modules shall have performance warranty of 90 percent and 80 percent for the first 10 (ten) years and then subsequent 15 (fifteen) years, respectively. All PV modules shall have 10 year product warranty in addition to 25 year performance warranty.	Manufacturer
Inverters	Inverter shall have a warranty for at least 10 (ten) years. Extendable warranty facility should be provided as "optional" up to 20 years	Manufacturer
Communication Equipment/ Weather Station	Minimum of 5 (five) years.	Manufacturer
Mounting Structure	Minimum of 10 (ten) years.	Contractor
Installation/ Workmanship	Minimum of 5 (five) years.	Contractor

3.16 PROJECT CLOSEOUT

Record Drawings

The Contractor shall maintain on-site the working record drawings of all changes/ deviations from the original design available for the Client and/ or CM to review. A review of record drawings may be required before progress payments can be processed.

As-Built Drawings and Specifications

The Contractor shall provide as-built drawings and documents based upon actual site installation. The contractor shall submit one 01 hard copy and 01 in electronic format (CD/ DVD/ USB flash drive) containing the as-built drawings and specifications as CAD and PDF files to each Sub-Location.

Final Inspections and Tests

This shall be conducted as detailed in Section 6.

Documentation

This shall be submitted as detailed in Section 6.

(follows should be include in Section 6)

1. Catalogues with technical literature of the offered units
2. Duly filled and signed technical schedule

3. Schematic drawings for panel layout
4. Previous supply records of the bidder. (if any)
5. Single line diagram.
6. Certificate from internationally recognized testing laboratory or organization to conform the quality of the equipment
7. Performance curve of PV panels for its life time
8. Warranty contract and associated documents
9. Manufacture authorization letters.
10. Energy calculation.
11. PV recycling process after the warranty period to be submitted. (same to be applied to all accessories including panels removed from the plant due to any defects)
12. Flash test report for each PV modules shall be provided with delivering the equipment to the site, before installing.
13. DC/AC cable calculation sheets are provided.

Warranties and Guarantees

The Contractor shall submit specific warranties and guarantees, final certifications, and similar documents to the Client upon substantial completion and prior to final payment. This submission will include copies with the operation and maintenance manual. All warranties shall be signed by the Contractor on behalf of the OEM.

Maintenance Manual

The Contractor shall provide a detailed operation and maintenance manual including a diagram of system components; a description of normal operation; a description of operational indicators and the normal status of each; a table of modes of operation, safety considerations, preventive maintenance requirements, troubleshooting, and corrective actions; sources of spare parts; and cut sheets for all components. The Contractor shall prepare one (01) hard copy and one (01) in electronic format (CD/ DVD/ USB flash drive) containing the detailed maintenance manual for each Sub-Location.

Spare Parts

The Contractor shall provide a recommended list of spare parts, if required.

Demonstration and Training

The Contractor shall provide approved training for designated personnel in the operation of the entire PV energy system, including the operation and maintenance of inverter(s), transfer switches, the panel board, disconnects, and other features as requested by the Client.

The Contractor shall provide written instructions and procedures for shutdown and start-up activities for all components of the system. The Client shall be permitted to videotape this training for official use.

3.17 OPERATION AND MAINTENANCE SERVICE

- i. Provide operation and maintenance of the solar array systems for three (03) years. Work shall consists all manufacturer recommended maintenance including three (03) cleaning cycle of PV modules per each year.
- ii. The Contractor shall submit a detailed manual on operation & maintenance plan and methodologies.
- iii. A maintenance log shall be maintained to note dates, equipment, and issues being resolved.
- iv. The Contractor should be available within 7 days to respond to any issue at the site.

3.18 CODE OF PRACTICE

1. SLS 1522: 2016 Sri Lanka Standard Code of Practice for Grid Connected Photovoltaic Power Systems - Requirements for System Documentation, Installation, Testing & Commissioning

POWER CONVERTERS

2. SLS 1543 Sri Lanka Standard Specification for Safety of Power Converters for use in Photovoltaic Power Systems –
Part 1:2016 General Requirements (IEC 62109-1:2010)
Part 2:2016 Particular Requirements for Inverters (IEC 62109-2:2011)
3. SLS 1547:2016 Sri Lanka Standard Specification for Photovoltaic (PV) Systems –Characteristics of the Utility Interface (IEC 61727:2004).

SWITCHGEAR AND CONTROL GEAR

4. SLS 1554 - Sri Lanka Standard Specification for Low-Voltage Switchgear and Control gear Part 1: 2017 General Rules (IEC 60947-1:2014)
Part 2: 2017 Circuit-Breakers (IEC 60947-2:2016)
Part 3: 2017 Switches, Disconnectors, Switch-Disconnectors and Fuse-Combination Units (IEC 60947-3:2015).

DC CABLE

5. SLS 1542:2016 Sri Lanka Standard Specification for Electric Cable for Photovoltaic Systems (EN 50618:2014)

PHOTOVOLTAIC (PV) MODULES

6. SLS 1553 Sri Lanka Standard Specification for Photovoltaic (PV) Module Safety Qualification –
Part 1: 2017 Requirements for Construction (IEC 61730-1:2016)
Part 2: 2017 Requirements for Testing (IEC 61730-2:2016)
7. SLS 1544 Sri Lanka Standard Specification for Terrestrial Photovoltaic (PV) Modules – Design qualification and type approval –
Part 1:2016 Test Requirements (IEC 61215-1:2016)
Part 1-1:2016 Special Requirements for Testing of Crystalline Silicon Photovoltaic (PV) Modules (IEC 61215-1-1:2016)
Part 2:2016 Test Procedures (IEC 61215-2:2016)
8. SLS 1546:2016 Sri Lanka Standard Specification for Photovoltaic Systems – Power Conditioners – Procedure for Measuring Efficiency (IEC 61683:1999)

PERFORMANCE TESTING AND ENERGY RATING

9. SLS 1545 Sri Lanka Standard Specification for Photovoltaic (PV) Module Performance Testing and Energy Rating –
Part 1:2016 Irradiance and Temperature Performance Measurements and Power Rating (IEC 61853-1:2011)
Part 2: 2017 Spectral Responsivity, Incidence Angle and Module Operating Temperature Measurements (IEC 61853-1:2017)
10. SLS 1637: 2019 Sri Lanka Standards Specification for Connectors for DC-application in photovoltaic systems – Safety requirements and tests
11. SLS IEC 62548: 2018 - Sri Lanka Standard Specification for Photovoltaic (PV) Arrays – Design Requirements (IEC 62548: 2016)
12. SLS IEC 62446:2017 - Sri Lanka Standard Specification for Photovoltaic (PV) Systems – Requirements For Testing, Documentation And Maintenance – Part 1: 2017 Grid Connected Systems – Documentation, Commissioning Tests And Inspection (IEC 62446-1:2016).
13. SLS IEC 60364: 2018 - Sri Lanka Standard Specification for Low Voltage Electrical Installation - Part 6: 2018 verification (IEC 60364-6: 2016)

14. SLS 1472 SRI LANKA STANDARD FOR PROTECTION AGAINST LIGHTNING

- a) PART 1: 2013 // IEC 62305 - 1: 2010 – GENERAL PRINCIPLES
This part of IEC 62305 provides general principles to be followed for protection of structures against lightning, including their installations and contents, as well as persons.
- b) PART 2: 2013 // IEC 62305 - 4: 2010 – RISK MANAGEMENT

This part of IEC 62305 is applicable to risk assessment for a structure due to lightning flashes to earth. Its purpose is to provide a procedure for the evaluation of such a risk.

c) PART 3 // IEC 62305 - 4: 2010 – PHYSICAL DAMAGE TO STRUCTURES AND

LIFE HAZARD

This part of IEC 62305 provides the requirements for protection of a structure against physical damage by means of a lightning protection system (LPS), and for protection against injury to living beings due to touch and step voltages in the vicinity of an LPS

d) PART 4 // IEC 62305 - 4: 2010 – ELECTRICAL AND ELECTRONIC SYSTEMS WITHIN STRUCTURES

This part of IEC 62305 provides information for the design, installation, inspection, maintenance and testing of electrical and electronic system protection (SPM) to reduce the risk of permanent failures due to lightning electromagnetic impulse (LEMP) within a structure. This standard does not cover protection against electromagnetic interference due to lightning, which may cause malfunctioning of internal systems.

15. SLS 1473 SRI LANKA STANDARD FOR LOW VOLTAGE SURGE PROTECTIVE DEVICES

a) PART 1: 2013// IEC 61643 - 11: 2011 – SURGE PROTECTIVE DEVICES CONNECTED TO LOW-VOLTAGE POWER SYSTEMS - REQUIREMENTS AND TEST METHODS

This part of IEC 61643 is applicable to devices for surge protection against indirect and direct effects of lightning or other transient over voltages.

b) PART 2: 2015 // IEC 61643 - 12: 2008 – SURGE PROTECTIVE DEVICES CONNECTED TO LOW-VOLTAGE POWER DISTRIBUTION SYSTEMS - SELECTION AND APPLICATION PRINCIPLES

This part of IEC 61643 describes the principles for selection, operation, location and coordination of SPDs to be connected to 50 Hz to 60 Hz a.c. and to d.c. power circuits and equipment rated up to 1 000 V r.m.s. or 1 500 V d.c.

c) PART 3: 2015 // IEC 61643 - 21: 2009 – SURGE PROTECTIVE DEVICES CONNECTED TO TELECOMMUNICATIONS AND SIGNALLING NETWORKS – PERFORMANCE REQUIREMENTS AND TESTING METHODS

This International Standard is applicable to devices for surge protection of telecommunications and signaling networks against indirect and direct effects of lightning or other transient over voltages.

d) PART 4: 2015 // IEC 61643 - 22: 2004 – SURGE PROTECTIVE DEVICES CONNECTED TO TELECOMMUNICATIONS AND SIGNALLING NETWORKS – SELECTION AND APPLICATION PRINCIPLES

This part of IEC 61643 describes the principles for the selection, operation, location and coordination of SPDs connected to telecommunication and signaling networks with nominal system voltages up to 1 000 V r.m.s.a.c. and 1 500 V d.c.

e) PART 5: 2019 // IEC 61643-31: 2018 REQUIREMENTS AND TEST METHODS FOR SPDS FOR PHOTOVOLTAIC INSTALLATIONS

This part of IEC 61643 is applicable to Surge Protective Devices (SPDs), intended for surge protection against indirect and direct effects of lightning or other transient over voltages. These devices are designed to be connected to the DC side of photovoltaic installations rated up to 1 500 V DC.

f) PART 6: 2019 // IEC 61643-32 SURGE PROTECTIVE DEVICES CONNECTED TO THE D.C. SIDE OF PHOTOVOLTAIC INSTALLATIONS – SELECTION AND APPLICATION PRINCIPLES.

This part of IEC 61643 describes the principles for selection, installation and coordination of SPDs intended for use in Photovoltaic (PV) systems up to 1 500 V DC and for the AC side of the PV system rated up to 1 000 V rms 50/60 Hz.

16. SLS 1496 SRI LANKA STANDARD FOR LIGHTNING PROTECTION SYSTEM COMPONENTS

- a. PART 1: 2015 // IEC 62561 - 1: 2012 – REQUIREMENTS FOR CONNECTION COMPONENTS

- b. PART 2: 2015 // IEC 62561 - 2: 2012 – REQUIREMENTS FOR CONDUCTORS AND EARTH ELECTRODES

- c. PART 3: 2015 // IEC 62561 - 3: 2012 – REQUIREMENTS FOR ISOLATING SPARK GAPS (ISG)

- d. PART 4: 2015 // IEC 62561 - 4: 2010 – REQUIREMENTS FOR CONDUCTOR FASTENERS

- e. PART 5: 2015 // IEC 62561 - 5: 2011 – REQUIREMENTS FOR EARTH ELECTRODE INSPECTION HOUSINGS AND EARTH ELECTRODE SEALS

- f. PART 6: 2015 // IEC 62561 - 6: 2011 – REQUIREMENTS FOR LIGHTNING STRIKE COUNTERS

- g. PART 7: 2015 // IEC 62561 - 7: 2011 – REQUIREMENTS FOR EARTHING ENHANCING COMPOUNDS

NB

1. All wiring, installation and verification should be done according to code of practice for grid connected photovoltaic power system (SLS 1522) published by Sri Lanka Standard institution.
2. Bidder should not request any comments, changes, proposal adding to this bid document. Butbidder could be allowed for such things in writing to the procurement entity (Sri Lanka Sustainable Energy Authority) before 10 days of bid opening.
3. Option prices/option proposals shall not be included in same document.
4. Multiple bids shall not be submitted same bidder.
5. Free maintenance period should be carried out during first 3 years and statement of abide submitted along with the bid.

SCHEDULE OF PARTICULARS
(To be filled by the Bidder for the offered system)

1. Solar Panels

Descriptions	Required Specification	Bidders response		If 'No' indicate the bidders offered
		Yes	No	
Model No/ Trade name	Mention			
Country of Origin	Mention			
Country of Manufacture	Mention			
Dimension	Mention			
Total Area Required	Mention			
Weight	Mention			
Output Cables	Mention			
Panel Capacity	400Wp to 580Wp			
Fill Factor	Mention (>0.78)			
No. of Panels	Mention			
Working Temperature	0° C to 85° C			
Module Efficiency	21% or greater			
Cell Type	mono crystalline (P-Type or N-Type)			
Power Tolerance	0/+3W			
Product Warranty	12 years or more			
25-year Linear Performance warranty	85% or more and Warranty			
Expected Life time	30 years or more			
Number of bypass diodes	3 or more			
Standard	IEC 61701, IEC 62716			
	IEC 62804 PID			
Protection Rating	IP 67 or more			
Quality Management	ISO 9001: 2008, ISO 14001:2004 or Equivalent			

2. PV Inverter

No	Description	Specified	Particulars
1	Model No/ Trade name	Mention	
2	Country of Origin	Mention	
3	Country of Manufacture	Mention	
4	Is an accredited agency	Mention	
5	(a) PV Inverter Types (b) Inverter Technology	String Inverter/Micro Inverter Transformer less	
6	Operating Temperature Range	Mention	
7	Cooling Method	Mention	
8	Protection Rating	IP 65 or more	
9	DC Protection	in build-	
10	AC Protection	in build	
11	Lightning Surge Protection	in build	
12	Relative Humidity	0% - 100%	
13	Efficiency	97%	
14	Maximum input DC power	Mention	
15	Maximum output AC power	Mention	
16	Rated Grid Voltage	AC 230 V	
17	Rated Grid Frequency	50 Hz	
18	Maximum AC Output Apparent Power	Mention	
19	Power Factor	Mention	
20	Short Circuit Proof	Mention	
21	Internal Consumption at Night	Mention	
22	Ground Fault Monitoring	Mention	
23	Reverse Polarity Protection	Mention	
24	Grid Code	IEEE 1547 or Equivalent	
25	Other standards	See table 13	
26	Warranty	10 Year	

3. Cables and Mounting Components

No	DC / AC Cables	Bidder's Response	
		DC	AC
1	Make		
2	Country of Origin		
3	Standards	EN 50618: 2014 or Equivalent	SLS
4	Application Range		
5	Design		
6	Product Feature		
7	Minimum Bending Radius		
8	Nominal Voltage		
9	Temperature Range		
10	UV protected		
	Mounting Structure	Requirements	Bidder's Response
i	Railings	Aluminum alloy (6063)	
ii	Nuts & Bolts	Aluminum alloy/Stainless Steel	
iii	Other fixing components	Aluminum alloy (6063)	

4. Monitoring System

No	Required Feature	Bidder's Response		Remarks
		Yes	No	
1	Real Time data			
2	Past Data			
3	Peak Power			
4	Cumulating Power			
5	CO ₂ Emission			
6	Power & Energy Graphs			
7	Fault & Safety Event			

5. Surge Protection Device

No	Feature	AC	DC
1	Model		
2	Country of origin		
3	Manufacture		
4	Type of design		
5	Maximum Current		
6	Maximum Energy		
7	Maximum number of surge		
8	Response Time		
9	Case Material		
10	Warranty		

	Description	Required Specifications	Bidder Response		Bidder's offered
			YES	NO	
6	Grounding Protection	<i>As per clauses</i>			
7	Distribution boards	<i>As per clauses</i>			
8	General				
8.1	Delivery period	Maximum 04 months			
8.2	Installation period				
8.3	Estimated Performance	Mention (kWh/year)			
8.4	Provision for net-accounting	Yes			
8.5	Anti-islanding protection	Yes			

Technical Offer Summary**Sub-Location: <-specify->**

	Description	Specification	Warranty
1.0	Design Services		
2.0	PV Module		
3.0	Inverter System		
3.1	Grid Tie Inverters		
3.2	Inverter Warranty Extension		
3.3	Weather Station		
3.4	Other		
3.5.x	-specify-		
4.0	Mounting Structure		
4.1	Al Structure		
4.2	Walkways		
4.3	Plumbing System		
4.4	Other		
4.4.x	-specify-		
5.0	Plant Monitoring System		
5.1	Monitoring Platform		
5.2	External Metering Equipment		
6.0	Electrical System		
6.1	DC Cables		
6.2	AC Cables		
6.3	MC4 Connectors		
6.4	Cable Trays		
6.5	Surge Protection – AC		
6.6	Surge Protection – DC		
6.7	Circuit Breakers		
6.8	ELCB/ RCCB		
6.9	Switch Disconnection		
6.10	Control Panels		
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6.13	Other		
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Section 7: General Conditions of Contract

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1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
 - (h) "GCC" means the General Conditions of Contract.
 - (i) "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.
 - (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (m) "SCC" means the Special Conditions of Contract.
 - (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (o) "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 Agreement, and includes the legal successors or permitted assigns of the Supplier.
 - (p) "ADB" is the Asian Development Bank.
 - (q) "The Site," where applicable, means the place named in the SCC.

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- 3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].
- 3.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.5 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

3.6 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.²

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 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 parties with respect thereto made prior to the date of Contract.

4.4 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.

² The undertaking also applies during the period of performance of the contract.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 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 the language specified in the SCC. 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 the SCC, 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.

6. Joint Venture

- 6.1 If the Supplier is a Joint Venture 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. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

- 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 SCC. 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 Purchaser’s country, unless otherwise specified in the SCC.
- 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 the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 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 GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser’s Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 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 GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract,

whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 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 design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (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) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 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 Section 6 (Schedule of Supply). 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 GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 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 Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, 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.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, 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.

26.4 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.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 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 GCC Subclause 26.4.
- 26.8 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 GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods 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 SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 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.
- 28.2 Subject to GCC Subclause 22.1, 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.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 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 SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 28.4 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.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, 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.
- 29.3 If the Supplier fails to notify the Purchaser within 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.
- 29.4 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.
- 29.5 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.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, 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.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 GCC Clause 15.

32. Force Majeure

32.1 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.

32.2 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.

32.3 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC 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.

33.2 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 and 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 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 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 GCC 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.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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 GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC 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 GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the 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.

36. Assignment

- 36.1 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.

37. Respectful Work Environment

- 37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Sri Lanka
GCC 1.1(k)	The Purchaser is: Secretary, Ministry of Women, Child Affairs and Social Empowerment
GCC 1.1 (q)	The Site is: As indicated in the delivery and completion Schedule (Section 6)
GCC 4.2 (b)	The version of Incoterms shall be: 2020
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Secretary (Ministry of Women, Child Affairs and Social Empowerment) Street address: Procurement Division (Ministry of Women, Child Affairs and Social Empowerment) Floor/ Room number: 5 th Floor-Wing A, "Sethsiripaya"--Stage 2 City: Battaramulla ZIP code: 0094 Country: Sri Lanka Telephone: +94-2187253 Fax: +94-2187255 E-mail: adbproject.mwca@gmail.com
GCC 9.1	The governing law shall be: the law in Democratic Socialist Republic of Sri Lanka
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <u>For a contract with a Foreign Supplier:</u> Not Applicable. Place of arbitration: Colombo, Sri Lanka <u>For a contract with a Local Supplier:</u> In the case of dispute between Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in Arbitration Act No. 11 of 1995 of Sri Lanka as amended. Place of arbitration: Colombo, Sri Lanka.

GCC 11.1	The Scope of Supply shall be defined in: Schedule of Supply (Section 6)
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><u>For Goods supplied from abroad as per INCOTERMS CIF:</u></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (a) 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Original and 2 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 copies of non-negotiable bill of lading; (c) 3 copies of the packing list identifying contents of each package; (d) Insurance certificate; (e) Manufacturer's or Supplier's Warranty Certificate; (f) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) Certificate of origin. <p>The Supplier must ensure that the Purchaser receives the above documents at least 10 working days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier shall be responsible for any consequential expenses arising from such delay.</p> <p><u>For Goods from within the Purchaser's country as per INCOTERMS® EXW:</u></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser.</p> <ul style="list-style-type: none"> a) 3 copies of the Supplier's Invoice showing the description of the Goods, quantity, unit price, and total amount; b) Delivery Note/Goods Received Note issued from designated Site; c) Manufacturer's or Supplier's Warranty Certificate; d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and e) Certificate of Origin. <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The price adjustment shall be: Not Applicable

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>For Goods and related services supplied within the Purchaser's country and outside Purchaser's country.</p> <ul style="list-style-type: none"> (i) Up to 45% of the Contract Price – Based on stages of delivery of Plant and Materials to each Sub-Location of the Project. (ii) 35% of the Contract Price – Upon the completion of the installation of each Sub-Location of the Project. (iii) 10% of the Contract Price – Upon the issuance of the Provisional Acceptance after CEB/ LECO Grid Interconnection and Final Acceptance Test in respect of each Sub-Location of the Project. (iv) 10% the Contract Price – Final Payment in respect of each Sub-Location of the Project shall be made upon submission of Retention Guarantee for an amount of 5% of the Contract Price valid for a period of three years from the date of Acceptance.
GCC 16.4	<p>The currencies for payments shall be:</p> <p>The currencies for payment shall be the currency/ies in which the bid price of the successful bidder is expressed.</p>
GCC 18.1	<p>The Supplier shall provide a Performance Security of Ten (10) percent of the Contract Price (excluding VAT). The Performance Security shall be denominated in the following amounts and currencies in proportion to the amounts and currencies of the Contract Price, shall be submitted within 14 days from the notification of Contract award and valid for period of 28 days beyond Delivery Period.</p>
GCC 18.3	<p>The forms of acceptable Performance Security are:</p> <p>The performance security shall be in the form of unconditional and irrevocable bank guarantee in the format included in Section 9, Contract Forms, issued by a licensed commercial bank selected by the bidder or cash deposit. If the bank issuing the performance security is located outside the country of Sri Lanka, it shall have a correspondent bank located in Sri Lanka to make it enforceable.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: In accordance with GCC Subclause 18.4</p>
GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>Refer Technical Specification</p> <p>Contract Number: MWCASE/PRO/ADB/OCB/NCB/SOLAR/GS-14</p> <p>Port of Destination: Colombo, Sri Lanka.</p> <p>Purchaser: Secretary, Ministry of Women, Child Affairs and Social Empowerment.</p>

GCC 24.1	<p>The insurance coverage shall be in accordance with pursuant to GCC, Sub-Clause 24.1, the Supplier must insure the Goods in an amount equal to 110 percent of the CIF or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.</p> <p>Maximum deductible allowed shall be 5% of minimum cover for insurance.</p> <p>The identity of the insurer and the form of policies shall be subject to the approval of the Purchaser.</p>
GCC 25.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>Obligation for transportation, handling, loading, unloading, and handing over of Goods at delivery location shall remain with the Supplier shall be in accordance with Incoterms 2020.</p>
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:</p> <p>The goods to be supplied shall be inspected and tested for conformance with purchaser’s requirement and satisfactory performance on the premises of the Supplier, prior to the delivery, by an Inspection Committee appointed by the Purchaser. Date and time of the Inspection and Testing shall be decided by the Purchaser. The necessary facilities relating to Inspection and Testing shall be arranged by the Supplier at its own expense and no cost to the Purchaser.</p>
GCC 27.1	<p>The applicable rate for liquidated damages for delay shall be: 0.5 % per week or part thereof</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract Price (Ex. VAT).</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: as given in the Technical Specification</p> <p>The place of final destination shall be: as given in Schedule of requirements</p>
GCC 28.5	<p>The Supplier shall correct any defects covered by the Warranty within 3 days of being notified by the Purchaser of the occurrence of such defects.</p>
GCC 30.1 (b)	<p>The amount of aggregate liability shall be:</p> <p>The amount of aggregate liability shall not exceed: 100% of the Contract Price</p>

Section 9: Contract Forms

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Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 40.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 46.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:
 Name and Title of Signatory:
 Name of Agency:

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*¹
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Supply; and
 - (h) any other documents shall be added here.

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.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: **Secretary, Ministry of Women, Child Affairs and Social Empowerment**

[Name and address of the Purchaser]

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of goods and related services] (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 the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded³

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

² Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.