



**CEYLON ELECTRICITY BOARD  
SRI LANKA**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**BID DOCUMENT**

**FOR**

**KELANITISSA GAS TURBINE PROJECT**

**BID NO.: CEB/KGTP/PROC/01/Re**

**VOLUME 1 of 5**

**April 2021**

**BID DOCUMENT  
FOR  
KELANITISSA GAS TURBINE PROJECT**

CEYLON ELECTRICITY BOARD

**Volume 1**

**CONDITIONS OF BID**

FOR

**KELANITISSA GAS TURBINE  
PROJECT**

BID NO: CEB/KGTP/PROC/01/Re

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## Section 1.1

### Invitation for Bids (IFB)

#### CEYLON ELECTRICITY BOARD

#### 03x35MW GAS TURBINES FOR KELANITISSA POWER STATION, SRI LANKA.

#### Bid No. CEB/KGTP/PROC/01/Re

1. The Chairman, Standing Cabinet Appointed Procurement Committee on behalf of Generation licensee of **Ceylon Electricity Board** now invites sealed bids from eligible and qualified bidders for design, manufacture, supply, installation and commissioning of 03 X 35MW Gas turbines for Kelanitissa Power Station with the capacity in the range of 105MW to 130MW consisting of open cycle identical gas turbines at Kelanitissa Power Station (KPS), Colombo, Sri Lanka. The location of the proposed power plant site is shown in Appendix G of Volume 2.

The scope of work includes design, manufacture, supply, workshop testing, transporting, installation, connecting to 132kV existing Kelanitissa Grid Substation, commissioning, acceptance testing, warranty provisions, operations & maintenance training and remedy the defects during the defect liability Period of Gas Turbine Generator power plant of capacity between 105MW and 130MW as described in the technical specification.

The project will be financed on supplier's credit financing basis and it is the responsibility of the Bidder to make arrangement of finance for 100% of the Bid Price.

2. Bidding will be conducted through International Competitive Bidding (ICB) procedure in Single stage Two envelope method.
3. A complete set of Bidding Documents may be purchased by any interested bidder on the submission of written application to the Additional General Manager (Generation), Generation Headquarters, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa 10600, Sri Lanka from **April 22, 2021** Until **July 20, 2021** From 09.00hrs to 15.00hrs in working days, upon payment of a non-refundable fee of LKR 300,000.00 by bank draft drawn in favour of General Manager, Ceylon Electricity Board or through a CEB Paying In Voucher (PIV) issued by the Office of Deputy General Manager (Generation Projects), 2<sup>nd</sup> Floor, Generation Headquarters, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa 10600. Information copy of the bidding document is available at CEB Web site: **www.ceb.lk**
4. All bids shall be accompanied by a Bid Security of Sri Lankan Rupees One hundred eighty million (LKR 180,000,000.00). The bid security shall be valid for 180 days from the date of bid opening. Bid shall remain valid for a period of 150 days after the date of bid opening.
5. Bids shall be addressed to the Chairman, Standing Cabinet Appointed Procurement Committee and deliver to

Additional General Manager (Generation),  
Generation Headquarters,  
Ceylon Electricity Board,  
New Kelani Bridge Road,  
Kolonnawa 10600  
Sri Lanka.

on or before 11.00hrs, 20<sup>th</sup> July 2021. Late bids will be rejected. Bids will be opened immediately after closing in the presence of the bidder's representatives who choose to attend.

6. The Ceylon Electricity Board will not be responsible for any cost or expenses incurred by bidders in connection with the preparation or delivery of bids including cost and expenses related to site visits.
7. The successful bidder shall be expected to complete the work within 15 months from the Commencement Date.
8. Each bidder shall provide an address in Sri Lanka, e-mail address and a fax number for communication.

Chairman, Standing Cabinet Appointed Procurement Committee,  
C/O Additional General Manager (Generation),  
Generation Headquarters,  
Ceylon Electricity Board,  
New Kelani Bridge Road,  
Kolonnawa 10600  
Sri Lanka.

Tele: +94 112 434197/ 0112 147201

Fax: +94 11 2445286

Email: [agmgen@ceb.lk](mailto:agmgen@ceb.lk)

## Section 1.2

### Instructions to Bidders (ITB)

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## A. GENERAL

### 1. Scope of Bid

- 1.1 The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC), on behalf of the Ceylon Electricity Board (CEB), wishes to receive bids for design, manufacture, supply, workshop testing, transporting, installation, connecting to 132kV existing Kelanitissa Grid Substation, commissioning, acceptance testing, warranty provisions, operations & maintenance training and remedying the defects during the defect liability Period of Gas turbine power plant of capacity in the range of 105MW to 130MW consisting of three (03) identical gas turbines generator units on design - build basis as described in Volume 2 & 3 of the Bid document.
- 1.2 The project will be financed on supplier's credit financing basis and it is the responsibility of the Bidder to make arrangement of finance for 100% of the Bid Price.
- 1.3 Throughout these Bidding Documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous, and the word "day" refers to calendar day. The successful bidder with whom the Employer, as defined in Section 2.2 Appendix to Tender, hereinafter "the Employer", would enter into the Contract agreement will be referred to as the "Contractor".
- 1.4 The successful bidder will be expected to complete all works within 15 months from the Commencement Date. Bids with Time for Completion is more than 15 months will be rejected. If the contractor fails to complete the works within the declared Time for Completion after awarding the contract, the Contractor shall pay liquidated damage for delay to the Employer as specified in the Appendix to Tender.
- 1.5 The Defect Liability Period is 365 days from the date of taking over.
- 1.6 The bidder will be responsible for arrangement of financing and complete scope of works including design, manufacture, supply, workshop testing, transporting, installation, commissioning, acceptance testing, warranty provisions, operations & maintenance training and remedying the defects during the Defect Liability Period on design - build basis.

### 2. Source of Funds

- 2.1 The Employer is seeking to receive financing arrangement from the Bidder towards the total cost of the Contract which includes 100% of the Bid Price together with the bid herein after referred as the "Financier". Acceptance of financing options shall be subjected to the adoption of recommendation of the Department of External Resources of Sri Lanka.

The Employer will enter into a separate agreement with such Financier herein after referred as the "Financing Agreement". The Employer intends to apply such funds to eligible payments under the contract for which these Bidding Documents are issued. The payments to the Contractor will be made by such Financier only upon receipt of

instructions of the Employer in accordance with the terms and conditions of the Financing Agreement and the contract. No party other than the Employer shall derive any rights from the Financing Agreement or have any claim to the proceeds from the financing arrangement.

- 2.2 The bidder is required to propose a Financier who is agreeable to enter into an agreement with the Employer, to provide funds for the Contract at a sum of 100% of the Bid Price, and if the Bid and the Financier is acceptable to the Employer, the Employer as the “Borrower” will sign a separate agreement with the Financier. Bidder shall also be allowed to arrange self-financing for the project.
- 2.3 The bidder shall establish that, there is a firm commitment from the funding for financing the project through a Letter of Intent (Letter of Financier – Appendix VIII of section 3.2) issued by the proposed Financier. Further the Financial terms shall be submitted (Financier’s Proposal - Appendix IX in section 3.2) to establish the terms and conditions of the funding to establish of the funding terms.
- 2.4 Government guarantee will not be provided to support the project financing. However, a Counter Guarantee will be provided by the People’s Bank of Sri Lanka to the project on Supplier’s credit basis. If the bidder is not willing to accept the counter guarantee issued by the People’s Bank of Sri Lanka, bidder has to arrange their financing for the project without a guarantee from a Sri Lankan bank.

### 3. Eligible Bidder

- 3.1 A bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under the existing agreement or with the intent to enter into such agreement supported by a letter of intent. In the case of a JV;
  - (a) All members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms,
  - (b) The Bid and, in case of successful bid, the Contract Agreement shall be signed so as to be legally binding on all partners,
  - (c) One of the partners shall be nominated as the lead partner to receive instructions for and on behalf of any and all partners of the joint venture,
  - (d) The execution of the entire Contract, including payments, shall be done as per the JV agreement  
and
  - (e) A copy of agreement entered into by the joint venture partners shall be submitted with the Bid. If the JV agreement is not signed, the letter of intent to enter into an agreement together with the draft JV agreement shall be submitted.
- 3.2 The GOSL requires that officials, firms and any other individuals involve in Procurement Process not have conflict of interest. “Conflict of Interest” means any situation where personal or business interest of any person in a public procurement transaction would adversely affect the interest of a Procuring entity in achieving economy, efficiency, effectiveness, transparency, fairness, integrity and equal treatment of bidders or consultant.

- 3.3 To ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one bid, may participate in other Bids, only in that capacity.

#### **4. Eligible Materials, Equipment and Services**

All equipment including gas turbines, generators, transformers, associated auxiliaries and balance of plant shall be brand new and of proven design. Any used plants, auxiliaries or equipment will not be accepted.

The bidder is required to provide evidence of the origin of material, equipment, and services. For the purposes of this clause, “services” means the works and all project-related services including design services, and “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided.

Proposed major equipment should satisfy the manufacturing & operational experience requirements detailed under clause 5.2.

#### **5. Qualification of the Bidder**

##### **5.1 This Invitation for Bid is open to EPC Contractors who have the following minimum experience.**

5.1.1 If the bidder is a single entity, bidder is required to satisfy the following minimum experience and financial capability requirements:

- a). Experience as an EPC contractor in successful completion of at least two gas turbine power plant projects (for Electricity Power Generation) having capacity not less than 100MW each during last 5 years (2015 to 2019), of which at least one contract should be outside the country of EPC contractor;
- b). Annual average turnover of the EPC contractor should be not less than USD 200 million or equivalent during the last 5 years (year 2015 to 2019). The bidder’s net worth of last three years calculated as the difference between total assets and total liabilities shall not be less than USD 40 million per annum. Bidder shall provide documents in support of the above, including audited accounts.

5.1.2 If the bidder is a Joint Venture, bidder is required to satisfy the following minimum experience requirement:

- a). In case of a Joint Venture, the Lead partner of the Joint Venture shall have experience as an EPC contractor in successful completion of at least two gas turbine power plant projects (for Electricity Power Generation) having capacity not less than 100MW each during last 5 years (year 2015 to 2019) of which at least one contract should be out of the country of the Lead Partner;

- b). Annual average turnover of each partner of the JV contractor should not be less than USD 60 million or equivalent per annum during the last 5 years (year 2015 to 2019). In addition, the total average annual turnover of all partners of the joint venture shall not be less than USD 200 million or equivalent per annum during the last five years (year 2015 to 2019). Each partner in a joint venture shall have net worth of at least USD 20 million per annum during last three years, calculated as the difference between total assets and total liabilities. Bidder shall provide documents in support of the above, including audited accounts.

Bids which do not satisfy the above criteria will be considered as non-responsive and shall be rejected.

**5.1 To be qualified for award of the Contract, bidder shall offer following major equipment from manufacturers having following manufacturing and operational experience.**

**5.2.1 Proposed Gas turbine**

- a) Minimum 15 years of continuous experience in manufacturing and 10 year of exporting gas turbines for electricity generation. Cumulative gas turbine capacity exported during last five (05) should be over 1500 MW;
- b) More than 10 units of the offered model should have been supplied and commissioned during the last 5 years in countries outside the country of manufacture;
- c) The model offered should have more than 60,000 aggregate actual running hours and at least three units (03) of the offered model shall have reached 12,000 actual running hours each, only in continuous running on liquid fuel;

The model offered should have more than 60,000 aggregate actual running hours and at least three units of the offered model shall have reached 12,000 actual running hours each running on RLNG;

- d) Gas Turbines, manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed gas turbine from the Original Equipment Manufacturer shall be provided.

Bids which do not satisfy the above criteria will be considered as non-responsive and shall be rejected.

**5.2.2 Proposed Generator.**

- a) Minimum of 15 years continuous manufacturing experience of similar or higher capacity;
- b) Minimum of 10 years of experience in export of aggregate capacity of 5000 MVA or more of similar or higher capacity;
- c) Minimum of cumulative 30,000 satisfactory operating hours for similar design;
- d) Generators, manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed Generator from the

Original Equipment Manufacturer shall be provided.

Bids which do not satisfy the above criteria will be considered as non-responsive and shall be rejected.

### **5.2.3 Proposed Generator Step-up Transformer**

- a) The transformer manufacturer shall have a minimum of continuous fifteen (15) years of experience in manufacturing comparable equipment in rated voltage and capacity, and minimum of 10 years of experience in exporting transformers of similar capacity;
- b) Minimum of five (05) years of experience in supplying the offered model for the export market for similar applications;
- c) Supporting documents shall be submitted along with the Bid to verify the successful operation of the offered transformer model for similar applications;
- d) Step-up Transformer, manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed Generator Transformer from the Original Equipment Manufacturer shall be provided.

Bids which do not satisfy the above criteria will be considered non-responsive and shall be rejected.

### **5.2.4 Proposed Generator Circuit Breaker**

- a) The Generator Circuit Breaker manufacturer shall have a minimum of fifteen (15) years of experience in manufacturing similar type of circuit breakers;
- b) Minimum of three (03) years of experience in supplying the offered model for the export market for similar applications;
- c) Supporting documents shall be submitted along with the Bid to verify the successful operation of the offered Generator circuit breaker model for similar applications;
- d) Generator Circuit Breaker, manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed Generator Transformer from the Original Equipment Manufacturer shall be provided.

Bids which do not satisfy the above criteria will be considered non-responsive and shall be rejected.

### **5.2.5 Proposed Generator Automatic Voltage Regulator (AVR)**

- a) The Generator Automatic Voltage Regulator (AVR) manufacturer shall have a minimum of fifteen (15) years of experience in manufacturing similar type of AVR units;
- b) Minimum of three (03) years of experience in supplying the offered model for the export

market for similar applications;

- c) AVR units manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed AVR unit from the Original Equipment Manufacturer shall be provided.

Bids which do not satisfy the above criteria will be considered non-responsive and shall be rejected.

#### **5.2.6 Proposed Fuel Oil Treatment Plant (FOTP)**

- a) The FOTP supplier shall have a minimum of fifteen (15) years of experience in supplying fuel oil treatment plants (FOTP);
- b) Experience in supplying of minimum of 10 units of similar or higher capacity FOTP during last ten (10) years, in the export market for similar applications;
- c) Supporting documents shall be submitted along with the Bid to verify the successful operation of the offered FOTP for similar applications;
- d) Centrifuge of the FOTP, manufactured by their original equipment manufacturers will only be accepted for this bid. Expression of interest for supply of proposed FOTP from the Original Equipment Manufacturer and the supplier of FOTP shall be provided.

Bids which do not satisfy the above criteria will be considered non-responsive and shall be rejected.

#### **5.2.7 Proposed Water Treatment Plant**

- a) The water treatment plant supplier shall have a minimum of (10) years of experience in supply and installation of water treatment plants;
- b) Minimum of five (05) years of experience in supplying and installation of similar type of plants for the export market;
- c) Supporting documents shall be submitted along with the Bid to verify the successful operation of the offered WTP by the supplier for similar applications;
- d) Expression of interest for supply and installation of proposed water treatment plant from the supplier/s shall be provided.

Bids which do not satisfy the above criteria will be considered non-responsive and shall be rejected.

### **5.3 To be qualified for award of the Contract, bidder shall provide evidence satisfactory to the employer of its capability and adequacy of resources to carry out the Contract effectively. Bids should include the following information:**

- a) Copies of original document defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the bid to represent the bidder. Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation by power of

attorney certified by the Notarial Institution. In case the Bidder is a Joint Venture, the Bid shall be signed by an authorized representative of the Joint venture (JV) on behalf of the JV, and so as to be legally binding on all the members as evidence by power of attorney by their legally authorized representatives;

- b) Reports on the financial standing of the bidder including profit and loss statements, balance sheets and audited annual accounts for the past five years;
- c) Performance as a bidder or lead Partner of the JV satisfying the experience requirements given in above clause 5.1;
- d) Major items of construction equipment proposed for carrying out the contract;
- e) The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site;
- f) Proposals for subcontracting involving more than 10% of the Bid Price;
- g) Information regarding any current litigation in which the bidder is involved;
- h) If the Bidder is the Financier bidder shall satisfy the all the requirement described under “Qualification of Financier” in Clause 6.3;
- i) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources including a bank reference letter);
- j) work methods and schedule in sufficient detail to demonstrate the capability of the bidder’s proposal to meet the technical specifications and the completion time referred to in Form 13 of this document.

## 6. Qualification of Financier

### 6.1 Category A: Track Record of Project Financing

**The Financier shall satisfy the following criteria;**

- a) The amount disbursed for development projects by the financier within last 5 years shall be minimum of US\$ 250M; and
- b) The average value disbursed in any year within last 5 years shall be not less than US\$ 50M and
- c) The financier should have financed at least one project exceeding US\$ 70M (Project cost) during last five years.

### Category B: Financial Strength of the Financier

**Determination of the Applicant’s eligibility under Category B will be determined by any of the following methods.**

- a) Credit Rating Method

#### **Foreign Financiers**

The foreign Financier should obtain a minimum Credit Rating from any one of the below mentioned agencies.

Standard & Poors	Moodys	FITCH	DBRS
A-	A3	A-	AL

#### **Local Financiers**

**The Local Financiers shall obtain a minimum Credit Rating from FITCH (Ika)**

FITCH (lka)	A-
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b) Financial Performance

The Financier shall submit following Annual Performance indicators based on the Audited Financial Statements published during last three (03) years

i) EBITDA Interest Coverage

$$EBITDA \text{ Interest Coverage} = \frac{\left( \begin{array}{l} \text{Earnings from} \\ \text{continuing} \\ \text{operations}^* \end{array} \right) \times \left( \begin{array}{l} \text{before interest,} \\ \text{taxes, depreciation,} \\ \text{and amortization} \end{array} \right)}{\left( \begin{array}{l} \text{Gross interest incurred before subtracting} \\ (1) \text{ capitalized interest and} \\ (2) \text{ interest income} \end{array} \right)}$$

ii) Return on Capital (%)

$$Return \text{ on Capital } (\%) = \frac{\left( \begin{array}{l} \text{Earnings After Interest and Tax} \end{array} \right)}{\left( \begin{array}{l} \text{Average of beginning of year and end of year capital} \\ \text{including short - term debt, current maturities,} \\ \text{long - term debt}^{**}, \text{ non - current deferred taxes,} \\ \text{and equity} \end{array} \right)}$$

iii) Total Debt / Capital (%)

$$Return \text{ on Capital } (\%) = \frac{\left( \begin{array}{l} \text{Long - term debt}^{**} + \text{current maturities,} \\ \text{commercial paper, and other} \\ \text{shortterm borrowings} \end{array} \right)}{\left( \begin{array}{l} \text{Longterm debt} + \text{current maturities,} \\ \text{commercial paper and other short term borrowings} \\ + \text{shareholders' equity (incl. preferred stock)} \\ + \text{minority interest} \end{array} \right)}$$

\* Including interest income and equity earnings; excluding non-recurring items.

\*\* Including amount for operating lease debt equivalent.

6.2 To qualify for the award of the Contract the Financier shall agree to finance the 100% of the Bid price for a Grace period of two (02) years from the date of signing the agreement with the Employer for repayment of capital. The capital repayment period shall be a minimum of eight (08) years from the end of the Grace period.

6.3 To be qualified for award of the Contract, bidder shall provide evidence satisfactory to the employer of the capability of Financier. Bids should include the following information of the Financier and supporting documents with their Bid by using the forms given in Volume 3.2 of the Bidding Document:

- a) Certified copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney

- of the signatory of the Financier;
- b) reports on the financial standing of the Financier, such as profit and loss statements and auditor's reports for the past three (03) years;
  - c) Track record of project financing, each of the last five (05) years;
  - d) Documentary evidence to establish the Rating obtained from a reputed Credit Rating Agency.
  - e) Annual Performance indicators as in sub-clause 6.1 based on the Audited Financial Statements published during last three (03) years
  - f) Letter of Financier as per Appendix VIII agreeing with the requirements given in above sub-clause 6.2.

## **7. Cost of Bidding**

- 7.1 The bidder shall bear all costs associated with preparation and submission of its bid and the SCAPC or the Employer will in no way be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

## **8. Site Visit**

- 8.1 The bidder is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility for all information that may be necessary for preparing the bid and entering into a contract for design-build & completion of the Works. Any cost incurred in visiting the Site shall be at the bidder's own expense.
- 8.2 The Bidder and any of its personnel or agents will be granted permission on written request by Ceylon Electricity Board to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.3 The bidder shall make arrangements via the Additional General Manager (Generation) of CEB to visit and inspect the sites.
- 8.4 Bidder shall not claim at any time, either after the submission of the bid or the subsequent execution of the contract that there was any misunderstanding with regard to the conditions imposed by the contract or prevailing at the site.

## **B. BIDDING DOCUMENT**

### **9. Content of Biding Documents**

- 9.1 The Bidding documents are those stated below, and should be read in conjunction with any addendum issued in accordance with Clause 11.

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1.2 Instructions to bidders (ITB)
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#### **Volume 2**

##### **Scope of Work, Quality Assurance & Testing**

- Section 1 Project Description
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#### **Volume 4**

- Section 1. **Technical Schedules**

#### **Volume 5**

- Section 1 **Price Schedules**

- 9.2 The bidder shall mark, on his own, copies of the bidding documents. Three copies shall be completed and returned with the original bid, one marked distinctly as “ORIGINAL”, and the others three copies as “FIRST COPY”, “SECOND COPY and “THIRD COPY”.
- 9.3 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB Clause 13.1 and the other the Price Bid containing the documents listed in ITB Clause 13.3, both envelopes enclosed together in an outer single envelope.
- 9.4 The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder’s own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

## **10. Clarification of Bid Documents**

- 10.1 The bidder requiring any clarification of the Bidding documents may notify the Chairman, SCAPC with copy to Additional General Manager (Generation) in writing or by cable (hereinafter, the term “cable” is deemed to include email, telex or facsimile) at the address indicated in the Invitation for Bids. The Chairman, SCAPC will respond to any request for clarification, which he receives earlier than 14 (fourteen) days prior to the deadline for submission of bids. SCAPC’s response will be sent in writing or by cable to all prospective bidders who have purchased the Bidding document including a description of the inquiry but without identifying its source.

## **11. Amendment of Bid Documents**

- 11.1 At any time prior to the deadline for submission of bids, the SCAPC/Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Clause 9, and shall be communicated in writing or by cable to the Bidder. The Bidder shall acknowledge receipt of each addendum by cable or in written to the SCAPC.
- 11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to clause 23.

## C. Preparation of Bids

### 12. Language of Bid

The Bid, and all correspondence and documents related to the bid exchanged by the bidder and the Chairman, SCAPC shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an English translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall govern.

### 13. Documents Comprising the Bid

The Bid shall comprise **two sealed envelopes submitted simultaneously**, one called the “**ENVELOPE 1 – TECHNICAL PROPOSAL**” containing the documents listed in sub clause 13.1 and the other the “**ENVELOPE 2 - PRICE PROPOSAL**” containing the documents listed in sub clause 13.3, both envelopes should be enclosed together in an outer envelope. **Bidders are required to submit duly completed, signed bidding forms with requested information as detailed under Section 3 of Volume 1. Bidders are not allowed to change the format/content of the bidding forms.**

- 13.1 The Technical Bid submitted by the Bidder shall comprise the following: Bidders are strictly advised to attach the documents to the Bid in order of the check list Form 1 of the Section 1.3 with appropriate separators.
- a) Duly completed Document reference Check list.
  - b) Duly completed bidding forms given in Volume 1 Section 3 of ITB. (Note: Bidders are not allowed to change the format & content of the Bidding forms)
  - c) Certificate of purchase of bidding document. Appendix I
  - d) Letter of Technical Bid. Appendix II
  - e) Bid security in the given format Appendix IV
  - f) Letter of Financier. Appendix VIII
  - g) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Sub Clause 21.2;
  - h) Declaration of local agent (if any) and Power of Attorney.
  - i) Joint Venture agreement if the bidder is a joint venture.
  - j) Documentary evidence establishing in accordance with clause 14 of this document that the plant and services offered are in conformity with the bidding document.
  - k) Duly completed and signed Schedules (in Volume 04 of RFP)
    - i. Documents and Drawings to be submitted.
    - ii. Manufacturers and Places of Manufacture, Testing and Inspection
    - iii. Guarantees and Factors of Safety
    - iv. Technical Particulars and Guarantees
    - v. Site organization

- vi. Contract dates
- vii. List of tools and spares
- l) Technical bid including a statement of work methods, equipment, personnel, schedule and any other information in accordance to technical specification, guarantees and technical particulars.
- m) Documentary evidence establishing in accordance with above Clause 3 and clause 4 that the plant and services offered by the Bidder conform to the Bidding Document;
- n) Documentary evidence in accordance with clause 5 of this document establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- o) Following Documentary evidence in accordance with clause 6 of this document establishing the Financier's eligibility and qualifications to perform the contract;
  - I. the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Financier;
  - II. reports on the financial standing of the Financier, such as profit and loss statements and auditor's reports for the past three (03) years ending 31<sup>st</sup> March 2020;
  - III. Track record of project financing, each of the last five (05) years;
  - IV. Documentary evidence to establish the Rating obtained from a reputed Credit Rating Agency.
- p) List of subcontractors, in accordance with Sub Clause 13.2 of this document.

### 13.2 Technical Proposal, Subcontractors

- a) The Bidder shall furnish a Technical bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in technical specification and guarantees and technical particulars, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- b) For major items of plant and services as listed by the Employer in guarantees and technical particulars, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor/Manufacturer is selected by the employer, and no adjustment of the rates and prices will be permitted.
- c) The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of Clauses 4 and 5 above

### 13.3 The Price Bid submitted by the Bidder shall comprise the following:

- a) Letter of Price bid
- b) Completed schedules as required, including price Schedules in accordance with

clause 14.

- c) Dully filled term sheets including interest rates, grace period, repayment period, loan processing fees and conditions signed by the Financier.  
Signed schedules of Financier

Failure to provide such information in full shall be a cause for rejection of the Proposal on the basis of non-responsiveness.

- 13.4 The Bidder shall complete the bid Forms and the appropriate Schedules of Prices furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 14 and 15.

#### **14. Documents Establishing Conformity of the Plant and Services**

The documentary evidence of the conformity of the plant and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

- a) detailed description of the essential technical and performance characteristics of the plant and services, including the functional guarantees of the proposed plant and services, in response to the Specification;
- b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the plant for the period of 25 years, following completion of plant and services in accordance with provisions of contract; and
- c) commentary on the Employer's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

#### **15. Bid Prices**

- 15.1 The Contract shall be for the whole works as described in Sub-Clause 1.1 of the Instructions to Bidders based on the Schedules of Prices submitted by the bidder. Bidder shall quote for the entire plant & installation services on a "Single responsibility" basis such that total bid price covers all the contractor's obligation mentioned in or to be reasonably inferred from the bidding document in respect of design, manufacture, including procurement & subcontracting (if any), delivery, construction, installation & completion of the plant and supply of mandatory spare parts.

- 15.2 The bidder shall fill in rates and prices for all the works described in the Price Schedules. Item against which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed to cover by the other rates and prices in the Price Schedules.

- 15.3 The bid price of the Bidder shall include all and levies outside the Employer's country. The bid price shall also include direct taxes for which contractor is liable in the Employer's country including corporate income tax, individual income tax, remittance tax and other taxes that may be levied in accordance with the laws and regulations in force as of the date 28 days prior to the closing date for submission of bids in the Employer's country, on the Contractor's Equipment, and consumables acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in the Employer's country on profits made by it in respect of the Contract.
- 15.4 All taxes exempted or liable or reimbursed by the employer is given in Clause 13.1 of the Conditions of Contract and Particular Conditions.
- 15.5 The prices quoted by the Bidder shall be fixed for the duration of the Contract and is not subject to variation on any account. A bid submitted with adjustable price shall be treated as non-responsive and rejected.

## 16. Currencies of Bid and Payment

- 16.1 The unit rates and prices shall be quoted by the bidder separately in the following currencies;
- a) For those inputs to the works which the bidder expects to supply within Sri Lanka in Sri Lankan Rupees (LKR); and
  - b) For those inputs to the works which the bidder expects to supply from outside Sri Lanka, (referred to as "foreign currency requirements")
    - i. In Sri Lankan Rupees (LKR) and/or United States Dollar USD and Euro as foreign currencies.
    - ii. A bidder expecting to incur portion of its expenditure in the performance of the contract in more than one currency and wishing to be paid accordingly, shall so indicate the portion in his bid with details. Breakdown of the amount required in each currency shall be given.
- 16.2 Successful Bidder will be paid in the same currencies quoted by the bidder.
- 16.3 The LKR portion of the Bid price will be paid to bank account operating in Sri Lanka, which is opened in the name of the Bidder. Alternatively, Bidder may nominate an agent empowering him to accept the local portion of the Bid price by a duly executed Power of Attorney.
- 16.4 Bidder shall specify in the disbursement schedule their foreign/local currency requirement in the price schedule including but not limited to the specific requirement for
- a) Expatriate staff and laborers employed directly on the Works.
  - b) Social, Insurance, medical and other charges related to other expatriate staff and labourers and foreign travel expenses.
  - c) Imported materials both temporary and permanent.
  - d) Depreciation and usage of imported plants and contractor's equipment including

spare parts required for the Works.

- e) Foreign Insurance and freight charges and clearing charges for imported materials, Plant and contractor's equipment including spare parts.
- f) Overhead expenses, fees, profit and financial charges arising outside Sri Lanka in connection with the Works.

## 17. Bid Validity

- 17.1 Bids shall remain valid for a period of 150 days after the date of bid opening specified in Clause 26.
- 17.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the SCAPC may request the bidder to extend the period of validity for specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting the bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of the bid security by a period equal or more than the period of bid extension, and in compliance with Clause 17 in all respects.

## 18. Bid Security

- 18.1 The bidder shall furnish, as part of the bid, a bid security in the amount of LKR 180 Million (Sri Lankan Rupees One hundred eighty million) or an equivalent amount in one of the bidding currencies based on Buying Exchange Rate of Central Bank of Sri Lanka as on June 30, 2021.
- 18.2 The Bid Security shall be in the form of unconditional guarantee from a licensed commercial bank in Sri Lanka or abroad. If the bid security is issued by a foreign bank it shall be confirmed by a licensed commercial bank registered in Sri Lanka. The format of the bank guarantee shall be in accordance with the sample form of bid security included in Appendix IV of Section 3.1; The bid security shall remain valid for 180 days from the date of bid opening and any period of extension subsequently requested and agreed under Sub-Clause 17.2.
- 18.3 Any bid which is not accompanied by an acceptable bid security shall be rejected.
- 18.4 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the name of the lead partners as named in the letter of intent referred to in Sub Clause 3.1
- 18.5 The bid security of unsuccessful bidder will be returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.
- 18.6 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
- 18.7 The bid security may be forfeited
  - a) If the bidder withdraws his bid during the period of bid validity except as provided in Sub-Clause 25.1,
  - or

- b) If the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 29.2 or
- c) In the case of a successful bidder, if he fails within the specified time limit to
  - i. Accept the letter of award, or
  - ii. Furnish the required performance security, or
  - iii. Sign the Contract Agreement and Financing Agreement,

## 19. Alternative Proposals by Bidder

Alternative proposal will not be accepted.

## 20. Pre – Bid meeting

- 20.1 The Pre-Bid meeting will be held at **10:00 hours on May 20, 2021** at the Auditorium of the Generation Headquarters Building, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa 10600, Sri Lanka. All the prospective bidders who have purchased the bidding document will be allowed to participate in the pre-Bid meeting.
- 20.2 The purpose of the meeting will be to clarify the exact scope of the work, the basic data available and other issues raised in accordance with the Instructions to Bidders.
- 20.3 All the prospective bidders are requested to submit any questions in writing or by facsimile, to reach Additional General Manager (Generation) not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 20.4 Minutes of the meeting, including the text of all clarification questions and the answers given by the employer will be transmitted to all the prospective bidders who purchased the bidding documents. Any modification of the Bid documents listed in Sub-Clause 9.1, which may become necessary as a result of the pre- bid meeting, shall be made by the SCAPC exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
- 20.5 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 21. Format and Signing of Bid

- 21.1 The bidder shall prepare one original and three copies of the documents comprising bid as described in Clause 13 of these Instructions to Bidders, bound with the volume containing the letter of Technical Proposal & **Original of Bid security** clearly marked “ORIGINAL – Envelope 1 – Technical Proposal”, “FIRST COPY – Envelope 1 – Technical Proposal” ,“SECOND COPY – Envelope 1 – Technical Proposal” and “THIRD COPY – Envelope 1 – Technical Proposal” and letter of Price Proposal and clearly marked “ORIGINAL – Envelope 2 - Price Proposal”, “FIRST COPY – Envelope 2 – Price Proposal” ,“SECOND COPY – Envelope 2 – Price Proposal” and “THIRD COPY – Envelope 2 – Price Proposal” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 21.2 The original 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.

The bid shall be signed by a person duly authorized to sign on behalf of the bidder. This authorization shall be consisting of a written confirmation and shall be attached to the bid. This written confirmation of authorization to sign on behalf of the bidder shall consist of written Power of Attorney which should either be notarized or attested by an appropriate authority in the bidder's home country or authorized board resolution to be signed by a person having power of attorney of the company. It shall include the specimen signature of the authorized person for signing the bid. The name and the position held by the person signing the authorization must be printed or typed below the signature. All pages of the bid, except for un amended printed literature, shall be signed by the person signing the bid. In the case of first, and second copies, only photo copies of the originals will be accepted except technical brochures.

**Failure to provide an acceptable authorization shall cause the rejection of the Bid.**

The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the SCAPC, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections. Further, any alternations in the bid without proper authorization by the person signing the bid or any alternations using correction fluids may also cause the rejection of the Bid.

Information Copy - Not for Bidding

## D. SUBMISSION OF BIDS

### 22. Sealing and Marking of Bids

22.1 Bidders shall submit: (i) one original of the Technical Proposal (clearly marked “ORIGINAL – Envelope 1 – Technical Proposal”) and three copies (each clearly marked “First Copy - Envelope 1 – Technical Proposal , Second Copy- Envelope 1 – Technical Proposal , and Third Copy- Envelope 1 – Technical Proposal”); and (ii) one original of the Price Proposal (clearly marked “Original – Envelope 2 - Price Proposal”) and three copies (each clearly marked “First Copy - Envelope 2 - Price Proposal, Second Copy - Envelope 2 - Price Proposal and Third Copy - Envelope 2 - Price Proposal”). Any discrepancy between the original and a copy will be resolved in favour of the original. Bids comprising with price schedules shall be submitted as hardcopies only. Bids submitted in any other form will not be considered for evaluation.

22.2 The bid, comprising the Technical and Price Bid (Envelope 1 and Envelope 2), shall be delivered in a sealed package labeled in bold letters:

DO NOT OPEN

“KELANITISSA GAS TURBINE PROJECT - SEALED BID “

Bid No: CEB/KGTP/PROC/01/Re

Bidder’s Full Name and Address: .....

22.3 The Bid shall be submitted to the following address no later than the Bid Closing time:

Chairman SCAPC  
 C/o Additional General Manager (Generation),  
 Office of the Additional General Manager (Generation)  
 Ceylon Electricity Board  
 Generation Headquarters  
 New Kelani Bridge Road  
 Kolonnawa 10600  
 Sri Lanka.

22.4 If the Bid is not sealed and marked as specified above, the CEB may reject it as non-conforming and will assume no responsibility for its misplacement or premature opening. The package shall also clearly state the Bidder’s name and address.

22.5 Within this package will be two inner packages:

- (i) **Inner Package 1:** General information of the Bidder and the Financier and the Technical proposal of the Bidder shall be enclosed in the Bid package in a separate sealed inner package bearing the following identification

<p><b>ENVELOPE 1 – TECHNICAL PROPOSAL FOR KELANITISSA GAS TURBINE PROJECT</b></p> <p>Bid No: CEB/KGTP/PROC/01/Re</p> <p>Bidder’s Full Name and Address .....</p> <p>.....</p>
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Within the first inner package will be four sealed envelopes:

One envelope, containing one set of the Technical Bid documents clearly marked “Original” on the envelope and the first and the last pages of the document & **original** of the bid security; and

Three further envelopes, each containing the copies of the Technical Bid clearly marked “Copy” on the envelope and the first and the last pages of the document.

- (ii) **Inner Package 2:** The Price Proposal (Letter of Price Bid, Project financial Proposal (as appendix IX) and Volume 5 – Schedule of Prices 1A to 1F) and financial proposal shall be enclosed in the Bid package in a separate inner sealed envelope bearing the following identification:

<p><b>DO NOT OPEN</b></p>
<p><b>ENVELOPE 2 - FINANCIAL PROPOSAL FOR KELANITISSA GAS TURBINE PROJECT</b></p> <p>Bid No: CEB/KGTP/PROC/01/Re</p> <p>Bidder’s Full Name and Address .....</p> <p>.....</p>

Within the second inner package shall be four sealed envelopes:

One envelope, containing one set of the Price Bid documents with clearly marked “Original” on the envelope

Three further envelopes, each containing the copies of the Price Bid clearly marked “Copy” on the envelope.

### **23. Deadline for Submission of Bids**

- 23.1 Bids must be received by the SCAPC at the address specified in clause 22.3 not later than 11.00 hrs hours on July 20, 2021 the time and date stipulated in the invitation of bids.
- 23.2 The Chairman, SCAPC may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11, in which case all rights and obligations of the SCAPC and the bidder previously subjected to the original deadline will thereafter be subjected to the deadline as extended.

### **24. Late Bids**

Any bid received by the SCAPC after the deadline for submission of bids prescribed in Clause 23 will be returned unopened to the bidder.

### **25. Modification and Withdrawals of Bids**

- 25.1 The bidder may withdraw the bid after bid submission, provided that written notice of the withdrawal is received by the SCAPC prior to the deadline for submission of bids.
- 25.2 The bidder’s withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked “WITHDRAWAL”, as appropriate. (Check whether one or 3 copies)
- 25.3 No bid may be modified by the bidder after the submission of bids.
- 25.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the IFB may result in the forfeiture of the bid security pursuant to Clause 18.

## E. Bid Opening and Evaluation

### 26. Bid Opening

26.1 The Bid Opening Committee on behalf of the SCAPC will open the bids, in the presence of bidder or its representatives who choose to attend, at 11.00 hours on July 20, 2021 at the AGM (Generation) office address given in Sub Clause 22.3

The bidder or his representatives who are present shall sign a register evidencing their attendance.

26.2 Envelopes marked "WITHDRAWAL" shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 25 shall be returned to the bidder unopened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request withdrawal and is read out at Bid Opening.

26.3 Except the cases specified in Sub Clause 26.2 above, Bid Opening Committee shall open all technical bids received by the deadline and in the presence of bidders designated representative. Price bids will remain unopened and will be held in custody of the SCAPC/Employer until the time of their opening to be specified in accordance with Sub Clause 26.8

26.4 All other envelop holding the Envelope 1 – Technical bid (original copy) shall be opened one at a time, reading out

- a) The name of the bidder
- b) The presence or absence of the bid security
- c) Any other details as the SCAPC/Employer may consider appropriate.

26.5 Bid opening committee shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub clause 26.4.

26.6 At the end of the evaluation of Technical bids, the SCAPC/Employer will invite bidders who have submitted substantially responsive technical bids to attend the opening of Price Bids. The date, time, and location of the opening of the price bid will be advised in writing by the SCAPC/Employer, allowing bidders sufficient time to make arrangement for attending the opening.

26.7 The SCAPC/Employer will notify in writing those Bidders whose bids have been rejected on the grounds of their technical bids being substantially non responsive to the requirement of the bidding document, and invite for the opening of Price Bids those bidders whose Technical Bids have been determined substantially responsive to the requirements of the Bidding Documents.

26.8 The Bid Opening Committee shall conduct the opening of price bids of all Bidders who submitted substantially responsive technical bids, in the presence of Bidders'

representatives who choose to attend at the address, date and time specified by the SCAPC/Employer. All envelopes holding the Envelope 2 - Original Price Bids shall be opened one at a time, and the following details will be read out:

- a) The name of the bidder
- b) The Bid Prices, including any discounts
- c) Any other details as the SCAPC/Employer may consider appropriate.

26.9 Bid opening committee shall prepare minutes of the bid opening, including bid prices & discounts.

## **27. Evaluation & Comparison of Bids**

### **27.1 Process to be Confidential**

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

### **27.2 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the SCAPC may, at its discretion, request any bidder for clarification of its bid, including breakdown of unit rates. The request for clarification and the response shall be in writing. No change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SCAPC in the evaluation of the bids in accordance with Clause 29.

### **27.3 Deviations, Reservation, and Omissions**

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

No Deviations, Reservations or Omissions from the bidding document will not be accepted except those shown in the bidding Form 16. Further this implies that the bidder deemed to have agreed to all the terms & conditions of the bid except those mentioned in the Form 16.

**27.4 Preliminary Examination of Envelop 1 – Technical Proposal**

- (a) The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in Sub Clause 13.1 have been provided, and to determine the completeness of each document submitted.
- (b) The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any one of these documents or information is missing, the Bid shall be rejected.
  - i. Letter of Technical Bid;
  - ii. Letter of Financier;
  - iii. Written confirmation of authorization to commit the Bidder;
  - iv. Bid Security; and
  - v. Technical Proposal and Financier's information including all signed completed bidding forms.

**27.5 Project Milestone Schedule (Bidding Form 13).**

Bids with Time for Completion is more than 15 months from the Commencement Date will be rejected.

**27.6 Qualification of the Bidders**

- (a) The SCAPC/Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in ITB Clause 5.1 as EPC Contractor.
- (b) The SCAPC/Employer shall determine to its satisfaction whether Bidder has offered the major equipment satisfying the Manufacturing & Operational Experience criteria as specified in ITB Clause 5.2

Failure to satisfy above requirements (ITB Clause 5) shall result in the rejection of bids.

**27.7 Qualification of the Financier**

The SCAPC/Employer shall determine to its satisfaction whether the Financier or the Bidder as the financier meet the qualification criteria specified in ITB Clause 6 as the Financier. In such a case, the general information of the Financier will be evaluated to determine whether;

- (a) the Financier has legal qualification to finance the contract;
- (b) the submissions have been properly signed;
- (c) qualifies in accordance with the criteria given in Clause 6.

Failure to satisfy above requirements (ITB Clause 6) shall result in the rejection of bids.

**28. Detailed Evaluation of Technical Bid - Determination of Responsiveness**

28.1 A substantially responsive bid is one which conforms to all terms, conditions and specifications of the Bidding Documents with no material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works: (ii) which limits in any substantial way, inconsistent

with the bidding documents, the employer's rights or the bidding obligations under the Contract. (iii) whose rectification would affect unfairly the complete position of other bidders presenting substantially responsive bids.

28.2 The SCAPC/Employer will carry out a detailed technical evaluation of bids not previously rejected as being substantially non responsive, in order to determine whether the technical aspects are in compliance with the bidding document.

28.3 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the additional necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.

28.4 If a technical bid is not substantially responsive, it will be rejected by the SCAPC, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

28.5 All bids, which having their technical bids substantially responsive, will proceed to the next stage of evaluation. Accordingly, Price Bids of those bidders whose Technical Bids have been determined substantially responsive to the requirements of the Bidding Documents will be evaluated to determine lowest evaluated substantially responsive bid.

## **29. Correction of arithmetical Errors**

29.1 Bids determined to be technically substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) Where there is a discrepancy between the amount in figures and in words, the amount in words will govern and
- (b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, however, if the total bid price increases due to this correction, the unit rate will be adjusted within the total bid price. If the bidder does not agree for such adjustment, his bid will be rejected without affecting his bid security.

29.2 The amount stated in the Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and security may be forfeited in accordance with Sub-Clause 18.7

29.3 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission. Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

### **30. Conversion to Single Currency for Bid Evaluation**

For bid evaluation, the Employer will convert the amounts in various currencies in which the bid price is payable to the currency of Sri Lanka at the selling exchange rate published by the Central Bank of Sri Lanka on the date of opening of Bids.

### **31. Evaluation of price bids**

To evaluate the price bid, SCAPC/Employer shall consider following:

- 31.1 The Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules.
- 31.2 Making any correction for errors pursuant to Clause 29;
- 31.3 Price adjustment due to discounts offered.
- 31.4 Making appropriate adjustments to quantifiable nonmaterial non conformities.
- 31.5 Converting the amount resulting from applying (31.1) to (31.4) above to a single currency in accordance with Clause 30.
- 31.6 Based on average guaranteed fuel consumption values (g/kWh) as quoted by the Bidder in Form 17 of Volume 1, adjusted bid price as per clause 31.5 above shall be loaded for evaluation purposes taking in to account projected fuel cost over 20 years of operational period of the plant. Following will be considered for the calculation.
  1. Expected annual operation of 2,000 hrs per year and operate at 100% Guaranteed Plant Capacity declared in Form 17. If the Guaranteed Plant Capacity is larger than 130MW, only 130MW will be considered for the evaluation.
  2. Energy loss due to Generator Step-up transformer losses at operating on MCR as declared in form 18A for an expected annual operation of 2,000 hrs.
  3. Energy loss due to power required to drive the continuously operating auxiliaries, when the turbine is operating at its site MCR as declared in form 18B for an expected annual operation of 2,000 hrs.
  4. The total 20 years of operation with LAD will be considered for evaluation
  5. Lanka auto diesel price of Rs. 105.00 per liter and Density of auto diesel is 0.84

kg/lit.

6. Loan disbursement with the interest and processing fees as declared in the Appendix IX. For evaluation purposes, total disbursement of the loan will be considered at the year 1.

The Present Value (PV) of the operational cost and the Financiers' Proposal will be calculated by using a discount rate of 10% per annum.

- 31.7 Calculate evaluated specific cost as  $C/P_{net}$  in LKR/kW to rank and compare the offers.

Where C is the loaded bid price as per clause 31.6

Where,

$$P_{net} = P_T - P_{LAux} - P_{LTr}$$

$P_T$  - addition of the Guaranteed Plant Capacity of each Gas turbine Generator set, measured at the Generator terminals at site conditions as declared in Form 17 of Section 3.2 of Volume 1.

( $P_T$  cannot be less than 105MW. If the Guaranteed Plant Capacity is larger than 130MW, then only 130MW will be considered as the  $P_T$  for the evaluation).

$P_{LTr}$  - Generator Step-up transformer losses at operating on MCR as declared in form 18A

$P_{LAux}$  - power required to drive the continuously operating auxiliaries, when the turbine is operating at its site MCR as declared in form 18B.

Bid having lowest value for  $C/P_{net}$  will be selected as lowest evaluated substantially responsive bidder.

- 31.8 The Employer reserves the right to accept or reject any variation, or deviation. Variations, and other factors, which are in excess of the requirements of the bidding documents, shall not be taken into account in bid evaluation.

## F. Award of Contract

### 32. Award

Subject to Clause 34, the CEB may award the Contract to the bidder if the bid is found to be substantially responsive to the bidding documents and the price is determined to be fair and reasonable, provided that such bidder has been determined to be:

- (i) eligible in accordance with the provisions of Clause 3; and
- (ii) (ii) qualified in accordance with the provisions of Clause 5 and Financier proposed by the Bidder is qualified in accordance with Clause 6.

### 33. Employer's Right to Accept or Reject any or all Bids

The Employer reserves the right to accept, negotiate or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder and proposed Financiers or any obligation to inform the affected bidder or Financiers on the grounds for the SCAPC's action.

### 34. Notification of Award

34.1 Prior to expiration of the bid validity prescribed, the CEB will notify the successful bidder, with a copy to the Financier proposed by the Bidder, by cable (Fax/E-mail) confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the CEB will pay the Contractor through Financier in consideration of the execution, completion of the Works including Testing and Commissioning and remedying of the defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price")

34.2. The Letter of Acceptance will constitute the formation of the Contract subjected to the signing of the agreement with the Financier.

### 35. Signing of Agreement

35.1 At the same time, it notifies the bidder and the Financier that their bid has been accepted, the CEB will send the Form of Contract agreement provided in the bidding documents to the successful Bidder, incorporating all agreements between the parties.

35.2 Within 21 (Twenty-one) days of receipt of the form of Contract Agreement, the successful bidder shall sign the agreement with the CEB.

35.3 Financial Agreement shall be signed by the Financier with relevant parties within 28 days from the date of informing to do so.

### 36. Performance Security

- 36.1 Within 14 (Fourteen) days of the date of the Letter of Acceptance, the successful bidder shall furnish to the Ceylon Electricity Board a performance security in the form of a bank guarantee for an amount of Ten percent (10%) of the Contract price in accordance with the Conditions of Contract. The forms of performance security provided in Section 3 of the bidding documents may be used or some other forms acceptable to the CEB.
- 36.2 If the performance security is to be provided by the bidder in the form of a bank guarantee, it shall be issued at the bidder's option, by a bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka or a foreign bank but the security or guarantee "confirmed" by a bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
- 36.3 Failure of the bidder to comply with the requirements of Clauses 35 or 36.1 and 36.2 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

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## **Section 2**

2.1	General Condition of the contract	-	Page 37
2.2	Appendix to Tender	-	Page 39
2.3	Condition of Particular Application.	-	Page 45

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## Section 2

### Condition of Contract

#### Section 2.1 General conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **General Conditions** – GC
- and
- (b) **Particular Conditions** – PC.

The standard text of “**FIDIC Conditions of Contract for “Plant and Design-Build ” First Edition 1999 (ISBN 2-88432-023-7)**” should be applied as the General Conditions of Contract of this Contract.

The GC in this Section, read in conjunction with the Particular Conditions and other documents listed therein, should be a complete document expressing all the rights and obligations of the contracting Parties.

Any amendments and additions to the General Conditions, specific to the Contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in below.

The Particular Conditions (PC) takes precedence over the General Conditions (GC)—see Article 2 (Order of Precedence) of the Contract Agreement.

Clause numbers in the PC correspond to those in the GC.

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## Section 2.2 Appendix to Tender

### 2.2 Appendix to Tender

Conditions	Sub Clause Condition of Contract	
Employer's name and address	1.1.2.2 & 1.3	The General Manager Ceylon Electricity Board 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 00200, Sri Lanka
Contractor's name and address	1.1.2.3 & 1.3	
Name and address of the Engineer	1.1.2.4 & 1.3	Additional General Manager (Generation) Ceylon Electricity Board Generation Headquarters New Kelani Bridge Road Kolonnawa 10600 Sri Lanka.
Address of Engineer for Communication	1.3	Project Manager (Kelanitissa Gas Turbine Project) Ceylon Electricity Board New Kelani Bridge Road Kolonnawa 10600 Sri Lanka. Email: <a href="mailto:pmkgtp.tr@ceb.lk">pmkgtp.tr@ceb.lk</a> Fax: 011 2 324961
Time for Completion of the Works	1.1.3.3	450 days from the Commencement Date.
Defects Notification Period	1.1.3.7	365 days
Electronic Transmission System	1.3	Email/Facsimile
Governing Law	1.4	Law of Democratic Socialist Republic of Sri Lanka
Ruling language	1.4	English
Language for communication	1.4	English
Time for access to the Site	2.1	Immediately after Commencement Date
Amount of Performance Security	4.2	Ten percent (10%) of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	21 Days

Normal working hours	6.5	0800hrs to 1700hrs (Overtime work more than normal working hours is allowed under this contract.)												
Delay damages for the Works	8.7 & 14.15 (b)	Refer the table provided for Sections of the Works												
Maximum amount of Delay damages	8.7	Ten percent (10%) of the final Contract Price												
Failure to Pass Test on Completion	9.4	<p>a) <u>Guaranteed Plant Capacity at site conditions</u></p> <p>Where the Contractor fails to achieve the Guaranteed plant capacity at site conditions (Total Power output at Generator terminals of all generators), the Contractor shall pay to CEB a sum of <b>USD 1,000,000 per MW</b> in respect of each MW or part thereof for not achieved by the Contractor.</p> <p>b) <u>Guaranteed performance of Generator Step-up transformers</u></p> <p>Generator Step-up transformers will be assessed at the factory acceptance test (FAT) on the basis of considering the cost of total guaranteed losses of transformers based on following evaluation rates:</p> <table border="1" data-bbox="794 1039 1386 1330"> <thead> <tr> <th colspan="4">Reduction on Contract Price LKR/ kW of guaranteed loss</th> </tr> <tr> <th>At step-up Transformer</th> <th>No load loss</th> <th>Load loss at CMR and nominal tap position</th> <th>Auxiliary loss at (CMR)</th> </tr> </thead> <tbody> <tr> <td>LKR/kW</td> <td>2,000,000.00</td> <td>350,000.00</td> <td>350,000.00</td> </tr> </tbody> </table> <p>The acceptance of transformers yielding component losses higher than the guaranteed values stated in schedules shall be governed by either of the following:</p> <ul style="list-style-type: none"> <li>• Component losses in excess of guaranteed values but within the tolerance permitted under IEC 60076 Part 1. - Transformers shall be accepted subject to full compliance with all technical particulars including temperature rises at CMR and deduction from the Contract Price of charges for each kW on part thereof of component losses in excess of the guaranteed values, at the above evaluation rates.</li> <li>• Component losses in excess of guaranteed values and exceeding the tolerance permitted under IEC 60076 Part 1 - The acceptance of transformers shall be entirely at the discretion</li> </ul>	Reduction on Contract Price LKR/ kW of guaranteed loss				At step-up Transformer	No load loss	Load loss at CMR and nominal tap position	Auxiliary loss at (CMR)	LKR/kW	2,000,000.00	350,000.00	350,000.00
Reduction on Contract Price LKR/ kW of guaranteed loss														
At step-up Transformer	No load loss	Load loss at CMR and nominal tap position	Auxiliary loss at (CMR)											
LKR/kW	2,000,000.00	350,000.00	350,000.00											

		<p>of the Employer and deduction from the Contract Price of charges for each kW on part thereof of component losses in excess of the guaranteed values, at the above loss evaluation rates.</p> <p>In the event of transformers which are either equal to or below the guaranteed losses values, the Bidder will not be entitled to any premium in respect of reduction in losses below the guaranteed values.</p>
Failure to Pass Test after Completion	12.4	<p>a) <b>Guaranteed fuel consumption at site conditions.</b> If the fuel consumption of each Gas Turbine driven generator set at 100% load at site condition exceed those stated in schedule of guarantee by more than the 1% tolerance, then the contract price shall be reduced the Contract Price calculated as follows.</p> <p><b>Reduction (LKR)= 100,000,000 X (Fa -1.01 Fg)/n</b></p> <p><i>Fa- Aggregate Measured fuel consumption in g/kWh at 100% load at site condition for total plant.</i> <i>Fg- Aggregate Guaranteed fuel consumption in g/kWh at MCR at site condition for the total plant.</i> <i>n = 03</i></p> <p><i>Any term in the calculation where the brackets (Fa - 1.01 Fg) become negative shall be ignored completely.</i></p>
Percentage for adjustment of Provisional Sums	13.5 (b)	Ten (10) % of the final Contract Price
Total advance payment	14.2	Ten Percent (10%) of the Accepted Contract Amount
Number and timing of installments	14.2	One
Currencies and proportions	14.2	..... % in ..... ..... % in .....
Start repayment of advance payment	14.2 (a)	From the first interim payment
Repayment amortization of advance payment	14.2 (b)	Ten Percent (10%) from each interim payment
Percentage of Retention	14.3	Ten percent (10%) of each payment
Limit of Retention Money	14.3	Ten percent (10%) of the Accepted Contract Amount

Plant and Materials for payment when delivered to the Site	14.5 (c)	<ol style="list-style-type: none"> <li>1. Turbine Sets</li> <li>2. Generator Sets</li> <li>3. Static type Excitation System with Excitation Transformer</li> <li>4. HV/MV Switchgear</li> <li>5. Electrical Protection System equipment</li> <li>6. Main Step-up Transformers, Auxiliary Transformers, Earthing Transformers and Instrument Transformers</li> <li>7. 400V Switchgear and motor control centers</li> <li>8. Control room equipment and communication equipment</li> <li>9. Diesel generator sets</li> <li>10. Power/control cables and earthing equipment</li> <li>11. Metering &amp; DC system equipment</li> <li>12. Fuel treatment and transfer system equipment</li> <li>13. Lubricating oil storage, treatment and transfer system equipment</li> <li>14. Air conditioning/ventilation equipment</li> <li>15. Station air system equipment</li> <li>16. Building equipment and Small power/lighting</li> <li>17. Fire protection system equipment</li> <li>18. Water treatment plant &amp; equipment</li> <li>19. Mandatory spare parts, consumables and tools</li> </ol>
Minimum amount of Interim Payment Certificate	14.6	Point five Percent (0.5%) of the Accepted Contract Amount
Currency/Currencies of payment	14.15	Sri Lankan Rupees (LKR) and/or United States Dollar USD and/or Euro, as named in the Letter of Tender.
Periods for submission of Insurance:		
(a) evidence of insurance	18.1	Not later than commencement date
(b) relevant policies	18.1	Within 30 days after commencement date.
Maximum amount of deductibles for insurance of the Employer's risks	18.2 (d)	1% of the Contract Amount
Minimum amount of third-party insurance	18.3	For personnel LKR 7 million For physical properties LKR 50 million per occurrence with the number of occurrences unlimited.
The DAB shall be	20.2	A DAB of three Members
Appointment (if not agreed) to be made by	20.3	The President of the Institution of Engineers Sri Lanka or a person appointed by the President
Arbitration rule	20.6	UNCITRAL

No of Arbitrators	20.6	Three (03)
Language of Arbitration	20.6	English
Place of Arbitration	20.6	Sri Lanka

## Definitions of Sections (Sub-Clause 1.1.5.6)

Description of Section	Value (reference to item/s of Schedule of Prices, Volume 5 of RFP)	Time for Completion	Delay Damages 8.7 & 14.15 (b)
1. Delivery to site, installation, testing and commissioning of Turbine Sets	1A1 + 1B1	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
2. Delivery to site, installation, testing and commissioning of Generator Sets	1A2 + 1B2	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
3. Delivery to site, installation, testing and commissioning of Static type Excitation System with Excitation Transformer	1A3 + 1B3	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
4. Delivery to site, installation, testing and commissioning of MV Switchgear	1A4 + 1B4	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
5. Delivery to site, installation, testing and commissioning of Electrical Protection System	1A5 + 1B5	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
6. Delivery to site, installation, testing and commissioning of Main Step-up Transformer, Auxiliary Transformer, Earthing Transformer and Instrument Transformers	1A6 + 1B6	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
7. Delivery to site, installation, testing and commissioning of 400V Switchgear and motor control centers	1A7 + 1B7	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
8. Delivery to site, installation, testing and commissioning of Control room equipment and communication equipment	1A8 + 1B8	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
9. Delivery to site, installation, testing and commissioning of Diesel Generator Sets	1A9 + 1B9	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
10. Delivery to site, installation, testing and commissioning of all cabling and earthing	1A10 + 1B10	As per Sub-Clause 8.2/ 8.3	0.2% of item/s value per day
11. Delivery to site, installation, testing and commissioning of Metering & DC systems	1A11 + 1B11	As per Sub-	0.2% of

		Clause 8.2/ 8.3	item/s value per day
12. Delivery to site, installation, testing and commissioning of Fuel treatment and transfer system	1A12 + 1B12	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
13. Delivery to site, installation, testing and commissioning of Lubricating Oil Storage and Transfer System	1A13 + 1B13	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
14. Delivery to site, installation, testing and commissioning of Air Conditioning/Ventilation Equipment	1A14 + 1B14	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
15. Delivery to site, installation, testing and commissioning of Compressed Station Air System	1A15 + 1B15	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
16. Delivery to site, installation, testing and commissioning of Building services equipment and Small power/lighting	1A16 + 1B16	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
17. Delivery to site, installation, testing and commissioning of Fire Protection System	1A17 + 1B17	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
18. Delivery to site, installation, testing and commissioning of Water Treatment System	1A18 + 1B18	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
19. Supply of Mandatory Spare Parts, Consumables and Tools	1A19 + 1B19	As per Sub- Clause 8.2/ 8.3	0.2% of item/s value per day
20. Design services for Mechanical, Electrical and Civil works	Total Price of Schedule 1C	As per Sub- Clause 8.2/ 8.3	0.1% of item/s value per day
21. Civil Engineering Works, Installation, and Other Services	Total Price of Schedule 1D	As per Sub- Clause 8.2/ 8.3	0.1% of item/s value per day
22. Test on completion	Final Contract Price	As per Sub- Clause 8.2/ 8.3	0.1% of item/s value per day
23. Test after completion	Final Contract Price	As per Sub- Clause 8.2/ 8.3	0.1% of item/s value per day

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Initials of signatory of the Bidde

**FIDIC - CONDITIONS OF CONTRACT  
FOR  
PLANT AND DESIGN-BUILD  
PART II – CONDITIONS OF PARTICULAR APPLICATIONS**

<b>CLAUSE 1</b>	<b>General Provisions</b>
<b>Sub Clause 1.1</b>	<b>Definitions</b>
<b>1.1.2.2</b>	<p><b>Employer</b> <i>Add the following Clause at the end of the paragraphs;</i></p> <p>The Employer is CEYLON ELECTRICITY BOARD of the Ministry of Power of the Government of Democratic Socialist Republic of Sri Lanka, with its successors and assigns, as the Implementing Agency responsible for execution of the Project (hereafter referred to as Employer)</p>
<b>1.1.2.4</b>	<p><b>Engineer</b> The word ‘Employer’ is synonymous with ‘Engineer’ for this project.</p>
<b>1.1.2.11</b>	<p><b>Project Manager</b> “Project Manager” means the person appointed to perform the duties delegated by the Employer/Engineer.</p>
<b>CLAUSE 2</b>	<p><b>The Employer</b> <i>Add the following Clause;</i></p>
<b>Sub Clause 2.6</b>	<p><b>Project Manager</b></p> <p>If the Project Manager is not named in the Contract, then within fourteen (14) days of the Commencement Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project</p>



<p><b>Sub Clause 4.19</b></p>	<p>Notwithstanding this Clause, if any damage occurs to a bridge or road routed to the Site arising from the transport of materials or Plant, the Contractor shall notify the Employer with a copy as soon as he becomes aware of such damage or as soon as he receives a claim from the authority entitled to make such a claim.</p> <p>No provisions of this Clause shall exempt the Contractor or any of his Subcontractors from complying with the Sri Lankan laws regulating traffic on public roads and bridges.</p> <p><b>Electricity, Water and Gas</b></p> <p><i>Delete and substitute with</i></p> <p>The Contractor shall make his own arrangement for the electricity, water and gas.</p>
<p><b>Sub Clause 8.3</b></p>	<p><b>Programme</b></p> <p><i>Add the following text to the end of paragraph</i></p> <p>The Contractor shall submit a detailed time programme of Works and each Section defined in the Appendix to the Tender to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1.</p> <p>The detailed program shall be submitted as a MS Project file in electronic form and in hard copy.</p>
<p><b>CLAUSE 9</b> <b>Sub Clause 9.1</b></p>	<p><b>Test on Completion.</b> <b>Contractors Obligation</b></p> <p><i>Add following sentences and of Sub Para 1.</i></p> <p>The Contractor shall provide a detailed description of the Test on completion based on Scope of work, Quality assurance and testing (Volume 2 of RFP) and his proposed arrangement for conducting the Test in his Tender Proposal. Such Contractor's Proposals shall include any Tests performed required for completion of work. Adequate notice shall be given to the Engineer by the Contractor to enable the operating and maintenance personnel of the Employer to be made available for the tests.</p>

<p><b>CLAUSE 14</b> <b>Sub Clause</b> <b>14.1</b></p>	<p><b>Contract Price and Payment</b> <b>The Contract Price</b></p> <p><i>Delete whole of Sub-clause 14.1 and substitute the following:</i></p> <p><b>a.</b> The payment for the works shall be made on a fixed lump sum basis. The total fixed lump sum Contract Price shall be the sum of individual prices for sections of the works as indicated in the schedule of prices. Payment shall be made in the currency as quoted in the Bid. The Contractor shall pay all Taxes, Duties and fees required to be paid by him under the Contract as stated below, and the Contract Price shall not be adjusted for any of these costs, except as stated in Sub Clause 13.7 (Adjustment for Changes in Legislation);</p> <p><b>b. Taxes outside the Employer's country</b> The bid price of the bidder shall include all taxes, duties and other charges imposed outside the employer's country on the production, manufacture, sale and transport of the contractor's equipment, plant, materials and supplies to be used on or furnished under the contract, and on the services performed under the contract.</p> <p><b>c. Taxes within employer's country</b> The bid price shall include all direct taxes including corporate income tax, individual income tax, remittance tax and other taxes that may be levied in accordance to the laws and regulations in being as of the date 28 days prior to the closing date for submission of bids in the Employer's country, on the Contractor's Equipment, and consumable acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in the Employer's country on profits made by it in respect of the Contract.</p> <p><b>d. Taxes</b> Foreign and local Contractors and Construction Agencies of the government will have to comply with regulations of the Department of Inland Revenue for payment of direct Taxes on profits arising from the contract. Foreign and Local contractors and Construction Agencies of the Government shall be wholly responsible for the payment of all taxes which are payable under prevailing laws of Sri Lanka.</p> <p><b>e. Exemption from Customs/ Import Duty on plants and materials</b></p>
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	<p>Plant and Materials except cement and Tor Steel imported by the Contractor into the Country, specified in Price Schedule shall be exempt from Custom duties, levies and all other taxes on importation enforced on them, if the Employer's prior written approval is obtained for import. The Employer shall endorse the necessary exemption documents prepared by the Contractor for presentation in order to clear the Plant and Materials through Customs, and shall also provide the following exemption documents:</p> <ol style="list-style-type: none"> <li>i. Request for the Customs Duty Exemption addressed to Director General (Dept. of Trade, Tariff and Investment Policy), General Treasury</li> <li>ii. Request for the VAT Exemption addressed to Director General (Dept. of Fiscal Policy), General Treasury.</li> </ol> <p>If exemption is not then granted, Custom duties, levies and all other taxes on importation payable and paid shall be reimbursed by the Employer.</p> <p>All imported plant and materials, which are not incorporated in or consumed in connection with the works, shall be exported on completion of the Contract or handed over to the Employer. If balance material is exported, custom duty, if any reimbursed by the employer on such material shall be refunded to the Employer.</p> <p><b>f. Customs/ Import duty on constructional equipment</b></p> <p>For obtaining the deferment of customs, import duties and taxes on the constructional plant, equipment, tools, materials and vehicles which remain the property of the Contractor, and re-exported after completion of the works the Contractor shall provide the Employer a Bank Guarantee equal to the value of duties and taxes to be paid, from a bank acceptable to the Employer. The Bank Guarantee shall be valid during the total period plus four months the items are in Sri Lanka.</p> <p>Any payments under this clause will be in Sri Lanka Rupees. Computation of the Employer's payments/reimbursements of such duties and taxes on such consignments will be limited to the CIF value.</p> <p><b>g. Customs/ Import duty on vehicles to be transferred to the Employer</b></p> <p>All customs duties, levies, taxes on importation and other taxes on vehicles that are to be handed over to the Employer if specified in price schedules, shall be reimbursed by the Employer.</p> <p><b>h. Payment of Dues and Duties on Disposable Plant, equipment, etc.</b></p> <p>Notwithstanding the forgoing, the contractor shall pay all the prescribed dues and charges including customs duties on all his</p>
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	<p>constructional plant, equipment, tools, materials appliances, vehicles, and other things which he disposes of in the employer's country. After the contractor receives the necessary authority for such disposal from the employer, the dues and charges payable shall be assessed in the manner and at the rates applicable at the time of disposal. The contractor and his personnel shall comply with the regulations of the Government which may be issued from time to time relating to the disposal of items, the import of which is under government restrictions.</p> <p><b>i. Landing Charges, Port Duties etc.</b></p> <p>The Contractor shall bear any other expenses, other than customs/import duties stated above, in connection with the landing and shipment of all such plant, equipment, materials, constructional plant and other things brought into or dispatched from Sri Lanka for the purpose of the Works, including but not limited to second warehouse rent, port and lighter dues and pilotage charges together with all handling and other charges, in respect of all such plant and equipment, materials, constructional plant and other things supplied by them.</p> <p><b>j. Other Tax Exemptions</b></p> <p>Taxes and other levies indicated below shall be exempted or reimbursed or paid by the Employer on behalf of the Contractor, as appropriate. Therefore, the Prices Bid by the Bidder shall not include the followings:</p> <ul style="list-style-type: none"> <li>- Value Added Tax (VAT) in connection with the Contract</li> <li>- Construction Industry Guarantee Fund Levy (CIGFL)</li> <li>- Nation Building Tax (NBT)</li> </ul> <p><b>k. Value Added Tax (VAT)</b></p> <p>The Contractor, foreign Subcontractors and local Subcontractors shall comply with the regulations of the Department of Inland Revenue for Payment of the Value Added Tax, arising out of the Contract.</p> <p>The Contractor, foreign Subcontractors and local subcontractors shall register with the Department of Inland Revenue if applicable, and obtain VAT registration numbers.</p> <p>Payment of VAT directly to the Department of Inland Revenue is the responsibility of the Contractors. The Contractors are required to furnish returns as applicable, to the Department of Inland Revenue.</p> <p>VAT to be paid by the Contractor is charged to the Employer</p> <p><b>l. Construction Industry Guarantee Fund (CIGF)</b></p>
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<p><b>Sub Clause 14.4</b></p>	<p>The CIGF Levy payable shall be remitted by the Contractor to the Institute for Construction Training and Development (ICTAD) at the time that contractor receives each contract payment in respect of each contract as described in the Finance Act No. 5 of 2005.</p> <p>The percentage of the CIGF Levy shall be based on the total cost which shall be payable by each contractor or sub-contractor as the case may be, even if the individual sub-contract value is lower than the amounts specified in the table below indicating the rates of calculation.</p>														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Value of Construction Contract</th> <th style="text-align: center;">Rates Applicable for the calculation of the Levy</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Less than LKR 15 million</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Not less than LKR 15 million and not exceeding LKR 50 million</td> <td style="text-align: center;">0.25%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Not less than LKR 50 million and not exceeding LKR 150 million</td> <td style="text-align: center;">0.50%</td> </tr> <tr> <td style="text-align: center;">4</td> <td>LKR 150 million or above</td> <td style="text-align: center;">1.00%</td> </tr> </tbody> </table> <p><b>m. Remittance Abroad</b>                      If a foreign Contractor wishes to remit out of Sri Lanka any of his earning representing profits, foreign overheads, home allowances and salaries of foreign personnel, he will have to comply with regulations of the Department of Inland Revenue and the Department of Exchange Control, Central Bank of Sri Lanka.</p> <p><b>Schedule of Payments</b>  <i>Delete Sub –Clause 14.4 and substitute the following.</i></p> <p><b>Terms and Procedures of Payment</b></p> <p>The Employer shall pay the Contractor in the following manner and at the following times, on the basis of the price breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.</p> <p style="text-align: center;"><b>A. Terms of Payment</b></p>	No.	Value of Construction Contract	Rates Applicable for the calculation of the Levy	1	Less than LKR 15 million	Nil	2	Not less than LKR 15 million and not exceeding LKR 50 million	0.25%	3	Not less than LKR 50 million and not exceeding LKR 150 million	0.50%	4	LKR 150 million or above
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4	LKR 150 million or above	1.00%													

	<p><b>Plant and Equipment Supplied from Abroad</b></p> <p>In respect of plant and equipment supplied from abroad, the following payments shall be made:</p> <p>Ten percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the CIP value of the plant and equipment shipped or delivered to the site, as evidenced by shipping and delivery documents.</p> <p>Eighty percent (80%) of the total CIP or pro rata CIP amount upon Incoterm “CIP” within fifty-six (56) days after receipt of invoice and shipping documents or authorized for payment. 80% of the total CIP value is derived after deducting value equal to 10% of CIP as recovery of advance payment and 10% of CIP as retention money.</p> <p>Five percent (5% - i.e. 1<sup>st</sup> half of retention) of the total CIP or pro rata CIP amount upon issue of the Taking-Over Certificate, within fifty-six (56) days after receipt of invoice;</p> <p>Five percent (5%- i.e. 2<sup>nd</sup> half of retention)) of the total CIP or pro rata CIP amount upon issue of the Performance Certificate, within fifty-six (56) days after receipt of invoice.</p> <p><b>Plant and Equipment Supplied from within the Employer’s Country</b></p> <p>In respect of plant and equipment supplied from within the Employer’s country, the following payments shall be made:</p> <p>Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.</p> <p>Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm “Ex-Works,” upon delivery to the site within fifty-six (56) days after receipt of invoice. 80% of the total value is derived after deducting value equal to 10% as recovery of advance payment and 10% as retention money.</p> <p>Five percent (5%- i.e., 1<sup>st</sup> half of retention) of the total or pro-rata amount upon issue of the Taking-Over Certificate, within fifty-six (56) days after receipt of invoice.</p> <p>Five percent (5%- i.e., 2<sup>nd</sup> half of retention)) of the total or pro rata amount upon issue of the Performance Certificate, within fifty-six (56) days after</p>
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	<p>receipt of invoice-</p> <p><b>Design Services</b></p> <p>In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:</p> <p>Ten percent (10%) of the total design services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer.</p> <p>Eighty percent (80%) of the total or pro rata design services amount upon acceptance of design by the Employer within fifty-six (56) days after receipt of invoice. 80% of the total value is derived after deducting value equal to 10% as recovery of advance payment and 10% as retention money.</p> <p>Five percent (5%- ie 1<sup>st</sup> half of retention) of the total amount upon issue of the Taking-Over Certificate, within fifty-six (56) days after receipt of invoice.</p> <p>Five percent (5%- ie 2<sup>nd</sup> half of retention)) of the total amount upon issue of the Performance Certificate, within fifty-six (56) days after receipt of invoice-</p> <p><b>Installation and other Services</b></p> <p>In respect of installation services for both the foreign and local currency portions, the following payments shall be made:</p> <p>Ten percent (10%) of the total installation and other services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.</p> <p>Eighty percent (80%) of the measured value of work performed by the Contractor, as identified in the schedule of installation and other services, performed during the month, as evidenced by the Employer’s authorization of the Contractor’s application, will be made monthly within fifty-six (56) days after receipt of invoice.</p> <p>Five percent (5%- ie 1<sup>st</sup> half of retention) of the total or pro rata CIP or amount upon issue of the Taking-Over Certificate, within fifty-six (56) days after receipt of invoice.</p> <p>Five percent (5%- ie 2<sup>nd</sup> half of retention)) of the total or pro rata CIP</p>
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	<p>amount upon issue of the Performance Certificate, within fifty-six (56) days after receipt of invoice:</p> <p style="text-align: center;"><b>(B) Payment Procedures</b></p> <p>The procedures to be followed in applying for certification and making payments shall be as follows:</p> <p><b>B1. Advance Payment</b></p> <p>The Employer shall issue an Interim Payment Certificate for the advance payment, after the Contractor has delivered, to the Employer, the performance security, (as per sub-clause 4.2) and advance payment security (as per sub-clause 14.2) and Contractor’s application for advance payment (invoice) in amounts in currencies equal to the advance payments.</p> <p>The advance payments shall be repaid through percentage deductions in Interim Payment Certificates certified by the Employer in accordance with the procedure stated below.</p> <ul style="list-style-type: none"> <li>(a) deductions shall commence from the first Interim Payment Certificate; (Recovery of advance payments, deductions of retention) and</li> <li>(b) deductions shall be made at the amortization rate of ten percent (10%) of the amount of all Interim Payment Certificates in the types and proportionate amounts of currencies of the advance payments, until such time as the advance payments have been repaid.</li> </ul> <p>If the advance payments have not been repaid in full prior to the issue of the Taking-Over Certificate for the Works or prior to termination, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p> <p>Payment of foreign currency portion of advance payment within twenty-eight (28) days of Interim Payment Certificate issued for the advance payment by transferring the amount due into a bank account, nominated by the Contractor, in a country named by the Contractor or through irrevocable unconfirmed Letter of Credit made available to the Contractor in a bank in country of the Contractor. Payment of local currency portion of advance payment within twenty-eight (28) days of Interim Payment Certificate issued for the same as a direct payment by a cheque from a local bank drawn in favour of the Contractor.</p> <p><b>B2. Payment of Foreign Currency Portion</b></p>
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	<p>The Employer shall instruct its bank to issue an irrevocable unconfirmed Letter of Credit made available to the Contractor in a bank in country of the Contractor. Only local bank charges for establishment of Letter of Credits will be borne by the Employer. If the Contractor requires the confirmation this Letter of Credit the cost of this shall be borne by the Contractor. The value of this Letter of Credit shall be the <b>foreign currency portion</b> of ninety percent (90%) of the total CIP value of Plant and Equipment supplied from abroad.</p> <p>The Employer shall pay <b>foreign currency portion</b> of any other payments due to the Contractor from the Employer within fifty-six (56) days of Interim Payment Certificate issued for the same by Transferring the amount due into a bank account, nominated by the Contractor, in a country named by the Contractor.</p> <p><b>B3. Payment of Local Currency Portion</b></p> <p>The Employer shall pay <b>local currency portion</b> of all payments due to the Contractor from the Employer within fifty-six (56) days of Interim Payment Certificate issued for the same as a direct payment by a cheque from a local bank drawn in favour of the Contractor.</p> <p><b>B4. Payment for Plant and Equipment supplied from abroad upon shipment</b></p> <p>The Employer shall issue an Interim Payment Certificate for eighty percent (80%) of the total CIP amount of the value of the plant and equipment shipped after receipt of Contractor's application for payment (invoice) and original or certified faxed copies of Inspection certificate or waiver certificate &amp; Packing list.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total CIP amount of the value of the all plant and equipment supplied from abroad and shipped and delivered to site upon the issue of the Taking over Certificate, after receipt of Contractor's application for payment (invoice) and copy of Taking over Certificate.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total CIP amount of the value of the all plant and equipment supplied from abroad and shipped and delivered to site upon the issue of the Performance Certificate, after receipt of Contractor's application for payment (invoice) and copy of Performance Certificate.</p> <p>Contractor shall claim the amount (foreign currency portion) certified in the Interim Payments certificate issued for plant and equipment shipped and delivered to site against Letter of Credit made available</p>
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	<p>to the Contractor and established by the Employer. The Interim Payment certificate together with the original shipping documents shall accompany the Contractors claim.</p> <p>Shipping documents shall include the following,</p> <ul style="list-style-type: none"> <li>(i) A clean shipped bill of lading or charter party bill of lading. (The first and the second originals among three sets originally signed shall be submitted.)</li> <li>(ii) Contractor’s application for payment (invoice) showing commodity description, quantity, unit price, total price and basis of delivery, reference to items as per Bill of Quantities, Schedule of Prices.</li> <li>(iii) Policy or certificate of insurance.</li> <li>(iv) Inspection certificate or waiver certificate.</li> <li>(v) Interim Payment certificate issued by the employee</li> </ul> <p><b>B5. Payment for Plant and Equipment supplied from within the Employer’s Country</b></p> <p>The Employer shall issue an Interim Payment Certificate for eighty percent (80%) of the total EXW amount of the value of the plant and equipment delivered to site after receipt of Contractor’s application for payment (invoice) and evidence of delivery to site.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total EXW amount of the value of the all plant and equipment supplied from within the Employer’s Country and delivered to site upon the issue of the Taking over Certificate as per clause 10.1, after receipt of Contractor’s application for payment (invoice) and copy of Taking over Certificate.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total EXW amount of the value of all plant and equipment supplied from within the Employer’s Country and delivered to site upon the issue of the Performance Acceptance Certificate, after receipt of Contractor’s application for payment (invoice) and copy of Performance Certificate.</p> <p>The Employer shall pay the certified amount stated on the Interim Payment Certificate for the plant and equipment delivered to site within fifty-six (56) days of Interim Payment Certificate issued for the</p>
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	<p>same as a direct payment by a cheque from a local bank drawn in favour of the contractor.</p> <p>Evidence of delivery to site shall include the following,</p> <ul style="list-style-type: none"> <li>(i) Payment certificate issued by the Employer with respect to plant and equipment delivered to site.</li> <li>(ii) Contractor's application for payment (invoice) showing commodity description, quantity, unit price, total price and basis of delivery, reference to items as per Bill of Quantities, Schedule of Prices.</li> <li>(iii) Inspection certificate or waiver certificate.</li> </ul> <p><b>B6. Payment for Design Services</b></p> <p>The Contractor shall apply for payment (invoice) for design services completed either in one or two installments.</p> <p>The Employer shall issue an Interim Payment Certificate for eighty percent (80%) of the total value of the design services completed after receipt of Contractor's application for payment (invoice) and a certificate issued by Employer certifying the completion of the design.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total certified value of the design services completed upon the issue of the Taking Over Certificate, after receipt of Contractor's application for payment (invoice) and copy of Taking Over Certificate.</p> <p>The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total certified value of the design services completed upon the issue of the Performance Certificate, after receipt of Contractor's application for payment (invoice) and copy of Performance Certificate.</p> <p>The Employer shall pay foreign currency portion of the amount certified in the Interim Payments certificate issued for design services completed within fifty-six (56) days of Interim Payment Certificate issued for the same by transferring the amount due into a bank account, nominated by the Contractor, in a country named by the Contractor or through irrevocable unconfirmed Letter of Credit made available to the Contractor in a bank in country of the Contractor.</p>
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The Employer shall pay local currency portion of the amount certified in the Interim Payments certificate issued for design services completed within fifty-six (56) days of Interim Payment Certificate issued for the same as a direct payment by a cheque from a local bank drawn in favour of the Contractor.

#### **B7. Payment for Installation and other Services**

The Contractor shall submit a statement three copies to the Employer after the end of each month, in a form approved by the Employer, showing the amounts to which, the Contractor considers himself to be entitled, payment for Installation and other Services, together with supporting documents which shall include the detailed report on the progress during the month in a form approved by the Engineer. The statement shall include the following items,

- a) the contract value and the Installation and other Services executed up to the end of the month,
- b) any amounts to be added and deducted for changes in legislation
- c) any amounts to be deducted for retention, calculated by applying the ten percent (10%) to the total of the above amount, until the amount so retained by the Employer reaches the limit of total retention equal to ten percent (10%) of the total contract value for Installation and other services
- d) any amount to be deducted for the advance payment.
- e) the deduction of the amounts certified for Installation and other Services, in all previous Interim Payment Certificates.

The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total certified value of the Installation and other Services completed upon the issue of the Taking Over Certificate, after receipt of Contractor's application for payment (invoice) and copy of Taking over Certificate.

The Employer shall issue an Interim Payment Certificate for five percent (5%) of the total certified value of the Installation and other Services completed upon the issue of the Performance Certificate, after receipt of Contractor's application for payment (invoice) and copy of Performance Certificate.

The Employer shall pay foreign currency portion of the amount certified in the Interim Payments certificate issued for installation

	<p>and other services completed within fifty-six (56) days of Interim Payment Certificate issued for the same by transferring the amount due into a bank account, nominated by the Contractor, in a country named by the Contractor or through irrevocable unconfirmed Letter of Credit made available to the Contractor in a bank in country of the Contractor.</p> <p>The Employer shall pay local currency portion of the amount certified in the Interim Payments certificate issued for Installation and other Services within the month within twenty eight (28) days of Interim Payment Certificate issued for the same as a direct payment by a cheque from a local bank drawn in favour of the Contractor.</p> <p><b>B8. Final Statement</b></p> <p>Not later than fifty-six (56) days after the issue of the Performance Certificate, the Contractor shall submit to the Employer three copies of a draft final statement with supporting documents showing following in detail, in a form approved by the Employer:</p> <p>a) the value of all work done in accordance with the Contract, and  b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.</p> <p>If the Employer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the final statement as agreed.</p> <p>If following discussions between the Employer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall issue an Interim Payment Certificate for those parts of the draft final statement which are not in dispute. The dispute may then be resolved under Clause 20, in which case the Contractor shall then prepare and submit to the Employer a Final Statement in accordance with the outcome of the dispute.</p> <p>The Employer shall not be liable to the Contractor for any matter or thing arising out of (or in connection with) the Contract or execution of the Works, unless the Contractor shall have included a claim for it</p>
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	<p>in his Final Statement.</p> <p>When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the performance security has been returned to the contractor.</p> <p><b>B9. Final Payment Certificate</b></p> <p>The Employer shall issue the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge as stated above stating the following,</p> <ul style="list-style-type: none"><li>(a) the amount which is finally due, and</li><li>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any due from the Employer to the Contractor or from Contractor to the Employer as the case may be.</li></ul> <p>If the Contractor has not submitted the Final Statement and the written discharge, the Employer shall request the Contractor to do so. If the Contractor fails to submit the same within a period of 28 days, the Employer shall issue the Final Payment Certificate for such amount as he considers to be due.</p> <p>The Employer shall pay foreign/local currency portion of the amount certified in the Final Payments certificate within twenty-eight (28) days of Final Payment Certificate by transferring the amount due into a bank account, nominated by the Contractor, in a country named by the Contractor or through irrevocable unconfirmed Letter of Credit made available to the Contractor in a bank in country of the Contractor.</p>
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<p><b>Sub Clause 14.9</b></p>	<p><b>Payment of Retention Money</b></p> <p><i>Add the following sub-paragraph at the end of sub-clause 14.9.</i></p> <p>If the Contractor wishes, the Employer will release the 50% of Retention Money stated in the Appendix to Tender on the issuance of the Taking-Over Certificate, to the Contractor upon lodgment with the Employer of an "on-demand" Bank Guarantee issued by a bank acceptable to the Employer in an amount equal to one half of the Retention Money (second half). Such guarantee shall be valid up to a date which is one hundred weeks after the due (or extended) date for completion of the Works, and shall be returned to the Contractor upon the issue of the Performance Certificate. This release of retention shall be in lieu of the release of the second half of the Retention Money under Sub-Clause 14.9.</p>
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<b>CLAUSE 20</b>	<b>Claims, Disputes and Arbitration</b>
<b>Sub Clause 20.2</b>	<p><b>Add after 1<sup>st</sup> Paragraph</b>  Appointment of third member (if not agreed) to be made by the President of Institution of Engineers, Sri Lanka.</p>
<b>Sub Clause 20.6</b>	<p><b>Arbitration</b>  The procedural law of Arbitration: Arbitration Act No 11 of 1995 of Sri Lanka as amended.  The Place of Arbitration: Sri Lanka.  The Rules of Arbitration: United Nations Commission on International Trade Law (UNCITRAL) Arbitration rules.</p>

Information Copy - Not for Bidding

### **Section 3**

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- 3.2 Bidding Forms - Page 83

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Information Copy - Not for Bidding

## SECTION 3

### 3.1 Sample Forms

- |  |                        |
|--|------------------------|
| 1. Certificate of purchase of bid document | - <b>Appendix 1</b>    |
| 2. Letter of Technical bid                 | - <b>Appendix II</b>   |
| 3. Letter of Price bid                     | - <b>Appendix III</b>  |
| 4. Format for bid security guarantee       | - <b>Appendix IV</b>   |
| 5. Sample format of Contract Agreement     | - <b>Appendix V</b>    |
| 6. Format for Performance guarantee        | - <b>Appendix VI</b>   |
| 7. Format for Advance payment guarantee    | - <b>Appendix VII</b>  |
| 8. Letter of Financier                     | - <b>Appendix VIII</b> |
| 9. Financiers' Proposal                    | - <b>Appendix IX</b>   |

### 3.2 Bidding Forms

- |                 |   |
|-----------------|---|
| <b>Form 1</b>   | - Document reference Check List.  |
| <b>Form 2_</b>  | - Legal Form and Organization of Bidder.                                      |
| <b>Form 3</b>   | - Experience Record of The Bidder or JV Partner.                              |
| <b>Form 4</b>   | - Annual Turn Over of Bidder or JV Members.                                   |
| <b>Form 5</b>   | - Net Worth of Bidder or JV Members   |
| <b>Form 6</b>   | - Information Regarding Main Equipment Manufacturer/Supplier                  |
| <b>Form 7A</b>  | - Manufacturing Experience of The Proposed Gas Turbine.                       |
| <b>Form 7B</b>  | - Operational Experience Record of The Proposed Gas Turbine.                  |
| <b>Form 8A</b>  | - Manufacturing Experience of The Proposed Generator.                         |
| <b>Form 8B</b>  | - Operational Experience Record of The Proposed Generator                     |
| <b>Form 9A</b>  | - Manufacturing Experience of The Proposed Generator Step-up Transformer      |
| <b>Form 9B</b>  | - Operational Experience Record of The Proposed Generator Step-up Transformer |
| <b>Form 10A</b> | - Operational Experience Record of Proposed Generator Circuit Breaker         |

- Form 10B** - Manufacturing Experience of The Proposed Generator Circuit Breaker
- Form 10C** - Operational Experience Record of Proposed Generator AVR
- Form 10D** - Manufacturing Experience of The Proposed Generator AVR
- Form 11A** - Operational Experience Record of Proposed Fuel Oil Treatment Plant (FOTP)
- Form 11B** - Manufacturing Experience of The Proposed Fuel Oil Treatment Plant (FOTP)
- Form 12A** - Operational Experience Record of Proposed Water Treatment Plant
- Form 12B** - Manufacturing Experience of The Proposed Water Treatment Plant
- Form 13** - Project Milestones Schedule
- Form 14** - Details of Proposed Subcontractors for Major Items of Plant & Installation Services
- Form 15** - Detail of Bidder's Organizational, Staffing, Quality Assurance Plan, Statement of Work Method, Construction Equipment, Transport of Heavy Equipment and Practical Approach to Complete the Project Work as Per the Given Milestone Dates & Implementation Schedule.
- Form 16** - Deviations, Reservation, Omission from The Bidding Document.
- Form 17** - Performance Guarantees on Gas Turbine Generator capacity & Fuel Consumption
- Form 18A** - Performance Guarantees on Generator Step-up Transformers
- Form 18B** - performance guarantees on power auxiliaries
- Form 19** - General Information of the Financier
- Form 20** - Details of Past and Committed Project Financing of Financier
- Form 21** - Summary Table on Project Financing of the Financier
- Form 22** - credit ratings of the financier
- Form 23** - financial information of the financier

### 3.1 Sample Forms

### Appendix I

## CERTIFICATE OF PURCHASE OF BIDDING DOCUMENT

(TO BE SIGNED AND ATTACHED WITH THE TECHNICAL PROPOSAL)

**BID NO: CEB/KGTP/PROC/01/Re**

Date: .....

Issued to M/s. ....  
.....  
.....  
.....

On behalf of M/s. ....  
.....  
.....  
.....

Non refundable Bidder Fee- PIV No or Cheque No. ....

Date .....

Date: .....  
.....  
Additional General Manager  
(Generation)  
CEYLON ELECTRICITY BOARD

I/We agree to abide by the conditions to Bidder in the bidding document No CEB/KGTP/PROC/01/Re and therefore I wish to submit my/our offer as per the instructions given in the bidding document.

Position and Name of Signatory .....

.....

Signature

Address .....

.....  
.....

Contact Details: Tele: No:.....

Fax: No: .....

Appendix II

Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

Bid No.: .....

To: .....

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;

We, including any Subcontractor/manufacturer, for any part of the contract, meet the eligibility requirement in accordance with ITB 4 & ITB 5

We, including any Subcontractor/manufacturer, for any part of the contract, have no conflict of interest in accordance with ITB 3

We offer to design, manufacture, test, deliver, install, commission and remedying the defects during defect liability period in conformity with the Bidding Document the following Plant and Services: Power plant of capacity in the range of 105MW to 130MW consisting three (03) identical Gas turbine Generator units.

Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 150. days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with Instruction to bidders.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

Name of the bidder\*.....

Name of the person duly authorized to sign the bid on behalf of the Bidder\*\* .....

Title of the person signing the Bid.

Signature of the person named above.....

\*In case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* Person signing the bid shall have the power of attorney given by the Bidder to attached with the Bid.

Date .....

**Appendix III**

**Letter of Price Bid**

**Note-**

*The bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

Bid No.: .....

To: [ . . . insert complete name of the employer . . . ]

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).
- (b) We offer to design, manufacture, test, deliver, install, commission and remedying the defects during defect liability period in conformity with the Bidding Documents the following Works: Power plant of capacity in the range of 105MW to 130MW consisting three (03) identical Gas turbine Generator units
- (c) 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 Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows: [ . . . insert discounts and methodology for their application if any . . . ]
- (e) Our Bid shall be valid for a period of 150 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

- (g) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the bidder\*.....  
 Name of the person duly authorized to sign the bid on behalf of the Bidder\*\*.....  
 Title of the person signing the Bid.  
 Signature of the person named above.....

\*In case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.  
 \*\* Person signing the bid shall have the power of attorney given by the Bidder to attached with the Bid.

Date .....

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## Appendix IV

**Format for Bid Security Guarantee**

[this Bank guarantee form shall be filled in accordance with the instructions indicated in brackets]  
 ..... \*insert issuing agency's name, and address of issuing branch or office]

General Manager  
 Ceylon Electricity Board  
 No. 50, Sir Chittampalam A Gardiner Mawatha  
 Colombo 00200  
 Sri Lanka

Date: ----- [insert (by issuing agency) date]  
 BID GUARANTEE No:----- [insert (by issuing agency) number ]

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (**hereinafter called "the Bidder"**) has submitted to you its bid dated -  
 -----[ insert (by issuing agency) date] (**hereinafter called "the Bid"**) for the design, manufacture, workshop testing, transporting, supply, installation and commissioning of gas turbine power plant having total capacity of 105-130MW consisting three (03) gas turbines under Invitation for Bids No. CEB/KGTP/PROC/01/Re. Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Security.

At the request of the Bidder, we -----[insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[insert amount in figures] ----- [insert amount in words]) 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 letters Technical and price bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

Consequently, any demand for payment under this guarantee must be received by us at the office

on or before that date.

- (d) This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 (URDG),

(Signature(s) of authorized representative(s))

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**Appendix V**

**CEYLON ELECTRICITY BOARD**

**KELANITISSA GAS TURBINE PROJECT**

BID NO: CEB/KGTP/PROC/01/Re

**37. SAMPLE FORMAT OF CONTRACT AGREEMENT**

**This Agreement is made and entered into at Colombo on this ..... day of ..... 2021 between the Ceylon Electricity Board established under the Ceylon Electricity Board Act No:17 of 1969 having its Head Office at No: 50, Sir Chittampalam A Gardiner Mawatha, Colombo 2, Sri Lanka (hereinafter referred to as “the Employer”) of which term or expression as herein used shall, where the context so requires or admits, mean and include the said Ceylon Electricity Board, its successors and permitted assigns of the ONE PART and ..... (hereinafter referred to as “the Contractor”) of which term or expression as herein used shall, where the context so requires or admits, mean and include the said ....., of the OTHER PART.**

**WHEREAS the Employer desires that the Works, namely KELANITISSA GAS TURBINE PROJECT (Bid No CEB/KGTP/PROC/01/Re) should be designed and executed by Contractor and has accepted a Tender by the Contractor for the design, execution and completion of such Works and the remedying of any defects therein in the sum of ..... referred as foreign components of the contract price plus LKR ..... referred as local components of the contract price (hereinafter total of local and foreign components of the contract price is referred to as “the Contract Price”)**

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) The Letter of Acceptance dated

- (b) The Letter of Tender dated .....
  - (c) The Addenda nos .....
  - (d) The Conditions of Contract
  - (e) The Employer’s Requirements
  - (f) The completed Schedules, and
  - (g) The Contractor’s Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
  4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF the said Ceylon Electricity Board and ..... have caused their respective seals affixed hereinto and one other of the same tenor and date herein before mentioned.**

**SIGNED AND DELIVERED BY THE CEYLON ELECTRICITY BOARD**

.....  
**Chairman**

.....  
**Director**

In the presence of  
witnesses

1. ....

2. ....

SIGNED AND DELIVERED BY .....

.....

Name:

.....

Name:

Designation:

Designation:

In the presence of  
witnesses

1. ....

2. ....

APPENDICES

Appendix 1 - Time Schedule

Appendix 2 - List of Major Items of Plant and services and List of Approved Subcontractors

**Appendix 1 to contract agreement - Time Schedule.**

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**Appendix 2 to Contract agreement- List of Major Items of Plant and Services and List of Approved Subcontractors**

A list of major items of plant and services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

<b>Major Items of Plant and Services</b>	<b>Approved Subcontractors/Manufacturers</b>	<b>Nationality</b>

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**Appendix VI**

**Format for Performance Guarantee**

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

Beneficiary: -----[ Name and address of Employer]

Date : -----

PERFORMANCE GUARANTEE No: -----

We have been informed that ----- [name of Contractor/Supplier + (hereinafter called “the Contractor”) has entered into Contract No. ----- [reference number of the Contract] dated -----

---- with the Ceylon Electricity Board (hereinafter called “the Employer”), for the design, supply, installation of 105-130MW Gas Turbine Power Plant (hereinafter called “the Contractor”).

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

At the request of the Contractor, we -----[name of Agency] hereby irrevocable undertake to pay you sum or sums not exceeding in total an amount of -----[amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation (s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of .....,20.. (\*Insert date, 42 days beyond the contract completion date ie scheduled date of completing the works & defects liability period] and any demand for payment under it must be received by us at this office on or before that date.

.....  
(Signature(s) of authorized representative(s)

**Appendix VII**

**FORMAT FOR ADVANCE PAYMENT GUARANTEE**

To: ..... *[name of Employer]*  
..... *[address of Employer]*  
..... *[name of Contract]*

In accordance with the provisions of the Conditions of Contract, Sub-Clause 13.2 (“Advance Payments”) of the above-mentioned Contract, ..... *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with ..... *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ..... *[amount of guarantee]* ..... *[in words]*.

We, the ..... *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to ..... *[Name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding ..... *[amount of guarantee]* ..... *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between ..... *[name of Employer]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No claim may be made by you under this guarantee until we have received notice in writing from you specifying the amount of each advance payment which has been paid to the Contractor pursuant to the Contract.

Our outstanding liability under this guarantee will reduce by such amounts as may be notified to us in your authorized writing and stated to be the reduction of this guarantee required to be made in accordance with the Contract by reason of the repayments made by the Contractor.

This guarantee shall remain valid and in full effect from the date of the first advance payment under the Contract until ..... *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,  
Signature and Seal: .....  
Name of Bank: .....  
Address: .....  
Date: .....

**Appendix VIII**

**LETTER OF FINANCIER**

*(enclose this schedule in the inner envelope marked, "Envelope 1 – Technical Proposal")*

Date: -----

The Chairman-SCAPC  
 Ceylon Electricity Board,  
 Office of the Additional General Manager (Generation)  
 Generation Headquarters,  
 Ceylon Electricity Board,  
 New Kelani Bridge Road,  
 Kolonnawa 10600  
 Sri Lanka.

We ----- [Financier’s Name] of -----[Financier’s Address] have been informed that ----- [name of bidder] (hereinafter called "the Bidder") is submitting a Bid dated ..... [date of the Bid] to Ceylon Electricity Board (hereinafter called "the Employer") for design, manufacture, supply, workshop testing, transporting, installation, connecting to 132kV existing Kelanitissa Grid Substation, commissioning, acceptance testing, warranty provisions, operations & maintenance training and remedying the defects during the defect liability Period of Gas turbine power plant of capacity in the range of 105MW to 130MW consisting of three (03) identical gas turbines generator units on design - build basis (hereinafter called "the Project").

Furthermore, we understand that, according to the Instruction to Bidders, the Bidder is required to propose a Financier to provide the required finances towards the total cost of the Project.

At the request of the Bidder, we ----- [name of Financier] hereby declare that we offer you to finance the cost of the Project up to a maximum limit of 100% of the Bid Price if the Contract is awarded to the said Bidder, on the Terms and Conditions submitted by us together with this Bid or any other Terms that we will agree with the Employer/Ceylon Electricity Board (CEB) and enter into a written agreement with the CEB.

Our offer is based but not limited to the following conditions.

- a) The grace period for repayment of the capital raised and the interest accumulated is ..... years from the signing of the agreement with the Ceylon Electricity Board;
- b) The total repayment of the capital raised and the interest accumulated is .....years from the end of the Grace period.

This offer shall expire, at the latest, ----- [insert Last Date of Bid Validity].

\_\_\_\_\_  
 [signature(s)]

Name  
 Designation

**FINANCIERS’S PROPOSAL**

*(enclose this schedule in the inner envelope marked, “Envelope 2 – Price Proposal”)*

This schedule should be completed considering all the requirements given in the Employer’s Requirements, Instructions to Bidders and Evaluation Criteria (Use additional pages)

The Information shall include (not limited to):

<b>Description</b>	<b>Unit</b>	<b>Detail/Amount</b>
Interest rates	%	
Grace Periods	Months	
Repayment Period	Months	
Loan Processing Fees	USD	
Terms and Conditions	-	

Financier’s Proposal shall contain the following information other than above;

<b>Description</b>	<b>Unit</b>	<b>Detail /Amount</b>
Currency	USD	United State Dollar
Amount	USD	
Span of Facility Duration	Yrs	
Credit Availability Period	Yrs	
Disbursement Terms		
Repayment Procedure		
Prepayment Terms		
Insurance Premium		
Governing Law		
Jurisdiction		
Taxes		
Miscellaneous Cost		
Offer Validity		
Any other information		

**Notes:**

- *Lender (Bank/Export Credit Institution/Funding Agency) shall issue a project specific letter to confirming the availability of funding for meet the project value.*
- *Please explain and submit the soft financing facilities extended by a Development Funding facility if applicable.*
- *The project proponent may submit the details of the funding proposal in own format. However, the information request herein should be clearly provided so that the evaluation process to be fair and comprehensive.*
- *Financing Agreement, terms and conditions of the financing agreement shall be governed by a neutral law which is acceptable to the Hon. Attorney General Department of Sri Lanka.*
- *Financing arrangement shall be included with all the up-front fees relevant to the establishment of Financing Agreement enabling the employer to settle such dues in installments along with the repayment of loan installments.*
- *Under the financing arrangement, loan amount and the terms & conditions of the loan can be negotiated in USD terms or any other currency acceptable to the barrower.*
- *Loan shall be settled in equal monthly installments*

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## 3.2 Bidding Forms

### Form 1 - Document reference check list

#### Envelop 1- Documents to be submitted with the Technical Proposal

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
1	Vol I, Clause 13.1	Vol I, Section 3.2, Form 1	Completed document reference check list		
2	Vol I, clause 13.1	Vol I, Section 3.1 (Appendix 1)	Certificate of Purchase of Bidding Document		
3	Vol I, Clause 5.3 (a)	Vol I, Section 3.2, Form 2	Legal Form and Organization of the bidder		
4	Vol I, Clause 20.2		Duly registered and legalized Power of Attorney as described under 20.2 to the authorized representatives who will sign for the bidder.		
5	Vol I, Clause 17	Vol I, Section 3.1 (Appendix IV)	Bid security (original)		
6	Vol I, Clause 13.1		In case of the bidder being a Joint Venture, the Joint Venture agreement.		
7	Vol I, 13.1	Vol I, Section 3.1 (Appendix II)	Letter of Technical Bid		
8		Vol I, Section 3.1 (Appendix VIII)	Letter of Financier		
9	Vol I, Qualification of the Bidder.	Vol I, Section 3.2, Form 3	Supporting documents to verify the EPC contractors experience as per the clause 5.1.1 (a)		

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
10	Clause 5.1.1 (If bidder is Single entity)	Vol I, Section 3.2, Form 4	Supporting documents to verify the EPC contractor's financial requirement of Annual average turn over as per the clause 5.1.1 (b)		
11		Vol I, Section 3.2, Form 5	Supporting documents to verify the EPC contractor's financial requirement of net worth as per the clause 5.1.1 (b)		
12	Vol I, Qualification of the Bidder. Clause 5.1.1 (If bidder is Joint Venture)	Vol I, Section 3.2, Form 3	Supporting documents to verify the EPC contractors experience as per the clause 5.1.2 (a)		
13		Vol I, Section 3.2, Form 4	Supporting documents to verify the EPC contractor's financial requirement of Annual average turn over as per the clause 5.1.2 (b)		
14		Vol I, Section 3.2, Form 5	Supporting documents to verify the EPC contractor's financial requirement of net worth as per the clause 5.1.2 (b)		
15	Vol I, Qualification of the Bidder. Clause 5.2 and as per technical Specification of Volume 3	Vol I, Section 3.2, Form 6	Details of main Equipment manufacture/Supplier		
16			Expression of interest for supply of proposed gas turbine from the Original Equipment Manufacturer		
17			Expression of interest for supply of proposed Generator from the Original Equipment Manufacturer		
18			Expression of interest for supply of proposed transformer from the Original Equipment Manufacturer		
19			Expression of interest for supply of proposed Generator Circuit Breaker from the Original Equipment Manufacturer		

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
20			Expression of interest for supply of proposed Generator AVR Unit from the Original Equipment Manufacturer		
21			Expression of interest for supply of proposed Fuel Oil Treatment Plant (FOTP) from the supplier and the Original Equipment Manufacturer (Centrifuge)		
22			Expression of interest for supply of proposed Water Treatment Plant (WTP) from supplier		
23	Vol I, Qualification of the Bidder. Clause 5.2.1 (Proposed Gas turbine)	Vol I, Section 3.2, Form 7A	Supporting documents to verify the minimum 15 years of continuous manufacturing experience of gas turbines.		
24			Supporting documents to verify the minimum 10 years of experience in exporting gas turbines for power generation.		
25			Supporting documents to verify that Cumulative gas turbine capacity exported during last five years is over 1500MW		
26			Supporting documents to verify that Minimum 10 units of the proposed model supplied & commissioned outside manufacturers country during last five years		
27	Vol I, Qualification of the Bidder. Clause 5.2.1 (Proposed Gas turbine)	Vol I, Section 3.2, Form 7B	Supporting documents to verify that the offered model is having more than 60,000 aggregate actual running hours.		
28			Supporting documents to verify that at least three units of the offered model have reached 12,000 actual running hours individually, only in continuous running on liquid fuel.		
29			Supporting documents to verify that at least three units of the offered model have reached 12,000 actual running hours individually running on RLNG.		
30	Vol I, Qualification of the	Vol I, Section	Supporting documents to verify the minimum 15 years of continuous manufacturing		

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
31	Bidder. Clause 5.2.2 (Proposed Generator)	3.2, Form 8A	experience of similar or higher capacity Generators.		
			Supporting documents to verify the minimum 10 years of experience in exporting aggregate capacity of 5000MVA or more of similar or higher capacity generators.		
		Vol I, Section 3.2, Form 8B	Supporting documents to verify minimum of cumulative 30,000 operating hours for similar design.		
32					
33	Vol I, Qualification of the Bidder. Clause 5.2.3 (Proposed Step-Up Transformer)	Vol I, Section 3.2, Form 9A	Supporting documents to verify the minimum 15 years of continuous manufacturing experience of similar transformers.		
34			Supporting documents to verify the minimum 10 years of experience in exporting transformers of similar capacity.		
35			Supporting documents to verify the minimum 05 years of experience of similar application of the offered model in export market.		
36			Vol I, Section 3.2, Form 9B	Supporting documents to verify the successful operation of the offered transformer model for similar applications.	
37	Vol I, Qualification of the Bidder. Clause 5.2.4 (Proposed Gen. Circuit Breaker)	Vol I, Section 3.2, Form 10A	Supporting documents to verify the minimum 15 years of continuous manufacturing experience of similar Circuit Breakers.		
38			Supporting documents to verify minimum of 03 years of experience for the offered model in the export market for similar applications.		
39		Vol I, Section 3.2, Form 10B	Supporting documents to verify the successful operation of the offered breaker model for similar applications.		
40	Vol I, Qualification of the Bidder. Clause 5.2.5(Propos	Vol I, Section 3.2, Form 10C	Supporting documents to verify the minimum 10 years of continuous manufacturing experience of AVR units for Generators.		
41			Supporting documents to verify minimum of 03 years of experience for the offered model in the export market.		

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
42	ed AVR of Generator)	Vol I, Section 3.2, Form 10D	Supporting documents to verify the successful operation of the offered AVR model for similar applications.		
43	Vol I, Qualification of the Bidder. Clause 5.2.6 (Proposed FOTB)	Vol I, Section 3.2, Form 11A	Supporting documents to verify the minimum 15 years of continuous supply experience of the supplier for FOTP		
44			Experience in supplying of minimum of 10 units of similar or higher capacity FOTP during last ten (10) years, in the export market for similar applications		
45		Vol I, Section 3.2, Form 11B	Supporting documents to verify the successful operation of the offered similar type FOTP offered by the supplier for similar applications.		
46	Vol I, Qualification of the Bidder. Clause 5.2.7 (Proposed WTP)	Vol I, Section 3.2, Form 12A	Supporting documents to verify the minimum 10 years of continuous supply experience of the supplier for Water Treatment Plants		
47			Supporting documents to verify minimum of 05 years of experience of supplying of similar type of WTP as offered for the export market.		
48		Vol I, Section 3.2, Form 12B	Supporting documents to verify the successful operation of the offered Water Treatment Plants by the supplier for similar applications.		
49	Vol I, Qualification of the Financier. Clause 6.1	Vol I, Section 3.2, Form 19	General Information of the Financier		
50		Vol I, Section 3.2, Form 20	Details of Past and Committed Project Financing of Financier		
51		Vol I, Section 3.2, Form 21	Summary Table on Project Financing of the Financier		
52		Vol I, Section 3.2, Form 22	credit ratings of the financier		
53	Vol I, Qualification of the	Vol I, Section 3.2, Form 23	financial information of the financier		

Serial No	Bid document Reference	Form reference	Description	Response from the Bidder	
				Provided (Yes or No)	Document reference number in the offer
	Financier. Clause 6.2				
54	Vol I, Scope of Bid. Clause no 1.3, Time for completion	Vol I, Section 3.2, Form 13	Project Milestone schedule		
55	Vol I, Clause no 12.2	Vol I, Section 3.2, Form 14	Details of proposed subcontractors for major items of plant & installation services		
56	Vol I, Clause no 12.2 & Vol 2 Work scope & technical Specification	Vol I, Section 3.2, Form 15	Detail of Bidder's Organizational, Staffing, Quality Assurance Plan, statement of work method, construction equipment, transport of heavy equipment and practical approach to complete the project work as per the given milestone dates & implementation schedule		
57		Vol I, Section 3.2, Form 16	Deviations, Reservations, Omissions from the Bidding Document.		
58		Vol 1, Section 30 Form 17	Performance Guarantees on Gas Turbine Generator capacity & Fuel Consumption.		
59		Vol 1, Section 30 Form 17	A letter from the Gas Turbine Manufacturer certifying the Fuel Consumption Rate (in g/kWh) specified is achievable at the declared guaranteed plant capacity.		
60		Vol 1, Section 30 Form 18A	Performance Guarantees on Generator Step-up Transformers		
61		Vol 1, Section 30 Form 18A	A letter from the Transformer Manufacturer certifying the losses stated in Form 18A is achievable at the CMR of the transformer.		
62		Vol 1, Section 30 Form 18B	Performance guarantees on power auxiliaries		
63	Volume 04		Duly Completed Technical Schedules		

**Envelop 2- Documents to be submitted with the Financial Proposal**

<b>64</b>	Vol I, 13.1 (Appendix III)	Vol I, Section 3.1	Letter of Price Bid		
<b>65</b>	Vol I, 13.1 (Appendix IX)	Vol I, Section 3.1	Financiers' Proposal		
<b>66</b>	Volume 05		Price Schedule		

**Signature of Authorized representative.....**

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**Form 2 - LEGAL FORM AND ORGANIZATION OF BIDDER.**

<b>Table 1: Legal Form and Organization of bidder <u>(If the bidder is single entity)</u></b>		
<b>No.</b>	<b>Item</b>	<b>Information</b>
1	<b>Name of Bidder</b>	
2	<b>Constitution Or legal status</b>	
3	<b>Place of Registration</b>	
4	<b>Home Office Address</b>	
5	<b>Home Office Telephone/Fax/Email</b>	
6	<b>Regional Office Address</b>	
7	<b>Regional Office Telephone/Fax/Email</b>	
8	<b>Authorized Person for contract for the Project</b>	(Power of attorney to be submitted)
9	<b>Contact Address of Authorized Person</b>	
10	<b>Telephone/Fax/Email of Authorized Person</b>	
11	<b>Organizational Charts</b>	[ To be attached by the Bidder]
12	<b>Memorandum and Articles of Association</b>	[ To be attached by the bidder]

**Signature of Authorized representative.....**

<b>Table 2: legal Form and Organization of the Bidder (If the Bidder is JV)</b>				
<b>No</b>	<b>Item</b>	<b>Lead Member</b>	<b>[Other Member]</b>	<b>[Other Member]</b>
<b>1</b>	<b>Name</b>			
<b>2</b>	<b>Constitution Or legal status</b>			
<b>3</b>	<b>Role of member in this project</b>			
<b>4</b>	<b>Country of Registration/ Incorporation</b>			
<b>5</b>	<b>Home Office Address</b>			
<b>6</b>	<b>Telephone/Fax/Email</b>			
<b>7</b>	<b>Name and Position of Contact Person</b>	(Power of attorney to be submitted)	(Power of attorney to be submitted)	(Power of attorney to be submitted)
<b>8</b>	<b>Address of Contact Person</b>			
<b>9</b>	<b>Telephone/Fax/Email/of Contact Person</b>			
<b>10</b>	<b>Organizational Charts</b>	[To be attached by the Bidder]	[To be attached by the bidder]	[To be attached by the bidder]

*(Project Proponent to add or delete column as required)*

Note: If the bidder is single entity, table 2 is not applicable.

**Signature of Authorized representative.....**

**Form 3 - EXPERIENCE RECORD OF THE BIDDER OR JV PARTNER**

**DETAILS OF SUCESSFULLY COMPLETED EPC CONTRACTS  
(FOR LAST 05 YEARS)**

**Experience Requirement:** Experience as an EPC contractor/Lead Partner in successful completion of at least two gas turbine power plant projects (for Electricity Power Generation) having capacity not less than 100MW each during last 5 years, of which at least one contract should outside the country of EPC contractor.

**(Note- This information is required for each members of the JV Partner if the bidder is JV)**

Bidder or JV partners Name: .....

*(Please furnish separate sheets for each JV partner if the bidder is JV)*

Name and address of the client (Including telephone no).	Name of EPC contract Project	Total project cost US\$	Capacity of the Gas Turbine Power Plant Project in MW	Country of the project implemented	Date completed	Completed on time? (yes/No) and the Project Duration.	Short project description

*Note: Certified Copies of Certificates of **Final Acceptance of each project** shall be attached.*

*(Use another sheet for additional information)*

**Signature of Authorized representative.....**

**Form 4 - ANNUAL TURN OVER OF BIDDER OR JV MEMBERS**

The following details shall be furnished in response to Section 5.1 of Volume I of this ITB.

Bidder or Members of the JV	Last <u>Five</u> years Annual turn Over (US\$ million*)				
	Financial Year ending, [specify date]	Financial Year ending, [specify date]	Financial Year ending, [specify date]	Financial Year ending, [specify date]	Financial Year ending, [specify date]

\*In the case of the bidder reporting currency is different to United States Dollars, the bidder shall use the mid exchange rate published by the Central Bank of Sri Lanka (CBSL) applicable to the respective month end of the financial year end of each financial year in order to compute and report the net worth in United States Dollars.

*(For example, if a company has a 30<sup>th</sup> June financial year end, the mid exchange rate for 30<sup>th</sup> June in that particular year shall be used for computations.)*

**Attachments:** The bidder shall submit the audited financial statements, notes and the independent Auditor’s report the last three (5) consecutive financial year’s corresponding to the stated net worth in the table above. Such documents shall be included for each entity/member comprising the bidder.

*Note: All such document reflects the financial situation of the bidder or Partner to a JV and not sister or parent companies.*

**Signature of Authorized representative.....**

**Form 5 - NET WORTH OF BIDDER OR JV MEMBERS**

The following details shall be furnished in response to Section 5.1 of Volume I of this ITB.

Bidder or Members of the JV	Last <u>Three</u> Years Net Worth (US\$ million*)		
	Financial Year ending, [specify date]	Financial Year ending, [specify date]	Financial Year ending, [specify date]

\*In the case of the bidder reporting currency is different to United States Dollars, the bidder shall use the mid exchange rate published by the Central Bank of Sri Lanka (CBSL) applicable to the respective month end of the financial year end of each financial year in order to compute and report the net worth in United States Dollars.

*(For example, if a company has a 30<sup>th</sup> June financial year end, the mid exchange rate for 30<sup>th</sup> June in that particular year shall be used for computations.)*

**Attachments:** The bidder shall submit the audited financial statements, notes and the independent Auditor’s report the last three (3) consecutive financial year’s corresponding to the stated net worth in the table above. Such documents shall be included for each entity/member comprising the bidder.

*Note: All such document reflects the financial situation of the bidder or Partner to a JV and not sister or parent companies.*

**Signature of Authorized representative.....**

**Form 6 - INFORMATION REGARDING MAIN EQUIPMENT  
MANUFACTURER/SUPPLIER**

Note: Any standard printed material may be included as an attachment to describe the business/facility/organization of the Manufacturer.

No	Main Equipment	Name of supplier	Make/Model/Country of make	Address of the supplier	Expression of interest from manufacturer to supply of the equipment
01	Gas Turbine				To be provided
02	Generator				To be provided
03	Step Up transformer				To be provided
04	Generator Circuit Breaker				To be provided
05	Generator AVR Unit				To be provided
06	Fuel Oil Treatment Plant (FOTP)				To be provided
07	Water Treatment Plant				To be provided

Signature of Authorized representative.....

**Form 7A - MANUFACTURING EXPERIENCE OF THE PROPOSED GAS TURBINE**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Gas turbine	Minimum 15 years' continuous experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience exporting gas turbines for electricity generation.	Minimum 10 years' experience.	.....Years (*Provide the information with documentary proof)
3	Cumulative gas turbine capacity exported during last five years.	Over 1500MW	.....MW (*Provide the information with documentary proof)
4	Number of units of the proposed model supplied & commissioned outside the manufacturer's country during last five years	Minimum 10 units	.....number of units (*Provide the information with reference list)

**\*Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative.....**

**Form 7B - OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED GAS TURBINE.**

Name of the manufacturer.....

Proposed model (Gas Turbine) .....

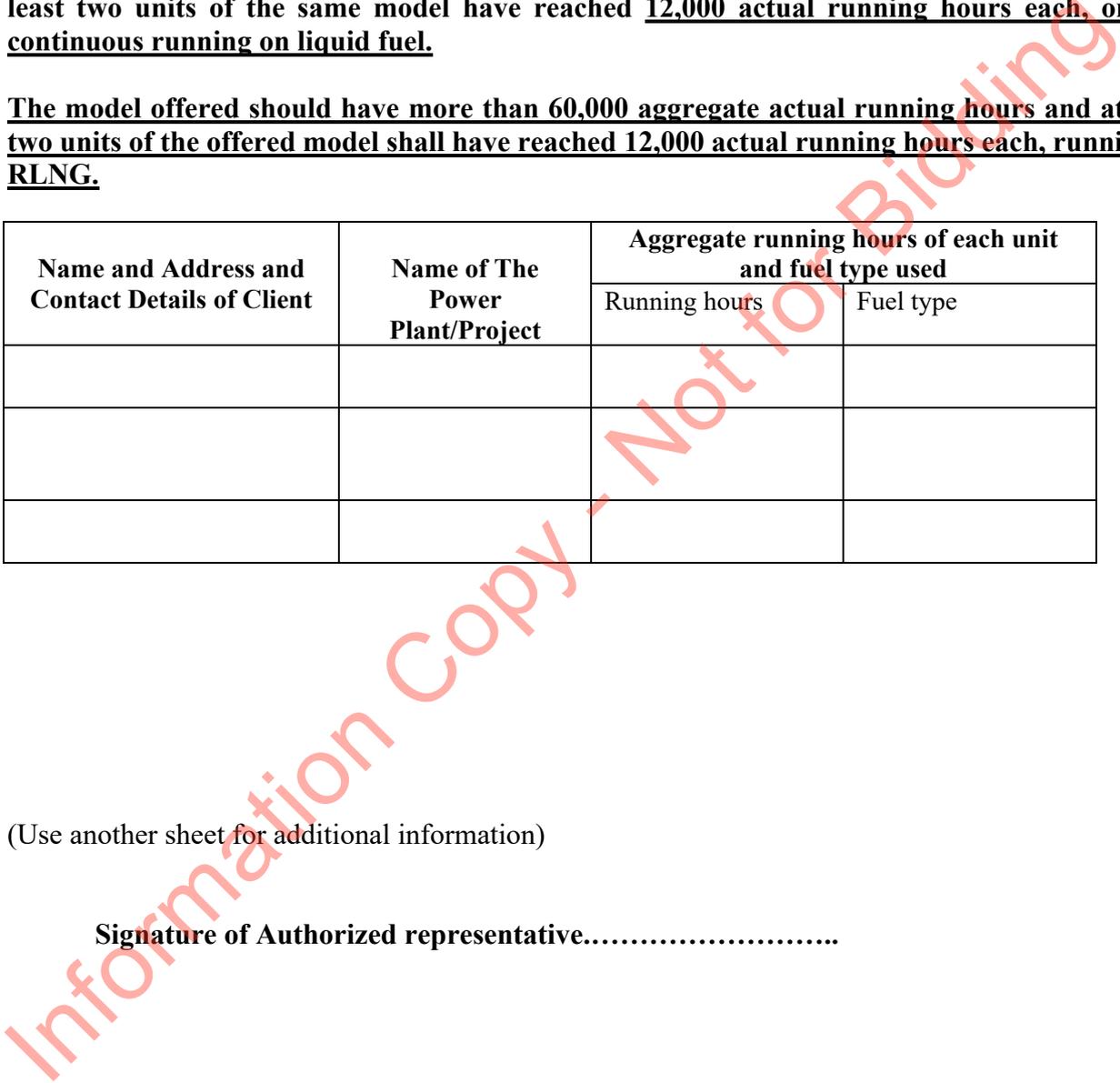
**Requirement: Offered model should have more than 60,000 aggregate running hours and at least two units of the same model have reached 12,000 actual running hours each, only in continuous running on liquid fuel.**

**The model offered should have more than 60,000 aggregate actual running hours and at least two units of the offered model shall have reached 12,000 actual running hours each, running on RLNG.**

Name and Address and Contact Details of Client	Name of The Power Plant/Project	Aggregate running hours of each unit and fuel type used	
		Running hours	Fuel type

(Use another sheet for additional information)

**Signature of Authorized representative.....**



**Form 8A - MANUFACTURING EXPERIENCE OF THE PROPOSED GENERATOR**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Generator of similar or higher capacity	Minimum 15 years' continuous experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of exporting generators having aggregate capacity of 5000MVA of similar or higher capacity of proposed model.	Minimum 10 years' experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative**.....

Information Copy - Not for Bidding

**Form 8B – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED GENERATOR MANUFACTURER(S)**

Name and Address of the Manufacturer: .....

Proposed model: .....

Requirement: Offered Generator model or similar, should have a minimum of cumulative 30,000 satisfactory operating hours.

Name and address and contact details of client	Name of the project	Generator		
		Capacity	Model	No. Of operating hours

Note: Please provide supporting document to verify the above details.

Signature of Authorized representative.....

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**Form 9A - MANUFACTURING EXPERIENCE OF THE PROPOSED GENERATOR STEP-UP TRANSFORMER**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Step-up transformer of similar capacity	Minimum 15 years' continuous experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of exporting Step-up transformers of similar capacity.	Minimum 10 years' experience.	.....Years (*Provide the information with documentary proof)
3	Number of years of experience of similar applications of the offered model in export market.	Minimum 05 years' experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative**.....

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**Form 9B – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED GENERATOR STEP-UP TRANSFORMER**

Name and Address of the manufacturer .....

Proposed model of Step-up transformer: .....

Name and address of client	Name of the project	Step Up transformer		
		Capacity	Model	No. Of operating hours

Note: Please provide supporting document to verify the above details.

**Signature of Authorized representative.....**

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**Form 10A - MANUFACTURING EXPERIENCE OF THE PROPOSED GENERATOR CIRCUIT BREAKER**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Generator circuit breaker of similar type	Minimum 15-year experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of similar applications of the offered model in export market.	Minimum 03-year experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative.....**

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**Form 10B – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED GENERATOR CIRCUIT BREAKER**

Name and Address of the manufacturer .....

Proposed model of Generator Circuit Breaker: .....

Name and address of client	Name of the project	Generator Circuit Breaker	
		Model	Year of Commissioned

Note: Please provide supporting document to verify the above details.

**Signature of Authorized representative.....**

Information Copy - Not for Bidding

**Form 10C - MANUFACTURING EXPERIENCE OF THE PROPOSED GENERATOR AVR UNIT**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Generator AVR of similar type	Minimum 15 year experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of similar applications of the offered model in export market.	Minimum 03 year experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative**.....

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**Form 10D – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED GENERATOR AVR UNIT**

Name and Address of the manufacturer .....

Proposed model of Generator AVR: .....

Name and address of client	Name of the project	Generator AVR	
		Model	Year of Commissioned

Note: Please provide supporting document to verify the above details.

**Signature of Authorized representative.....**

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**Form 11A - MANUFACTURING EXPERIENCE OF THE PROPOSED FUEL OIL TREATMENT PLANT (FOTP)**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of FOTP of similar capacity	Minimum 15 year experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of similar applications of the offered model in export market.	Minimum 05 year experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative.....**

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**Form 11B – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED FUEL OIL TREATMENT PLANT (FOTP)**

Name and Address of the manufacturer .....

Proposed model of FOTP: .....

Name and address of client	Name of the project	Fuel Oil Treatment Plant		
		Capacity	Model	Year of Commissioned

Note: Please provide supporting document to verify the above details.

**Signature of Authorized representative.....**

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**Form 12A - MANUFACTURING EXPERIENCE OF THE PROPOSED WATER TREATMENT PLANT**

**Name of the Manufacturer:** .....

No	Item	Requirement	Bidders Response
1	Number of years of experience as manufacturer of Water Treatment Plant of similar capacity	Minimum 10 year experience.	.....Years (*Provide the information with documentary proof)
2	Number of years of experience of similar applications of the offered model in export market.	Minimum 05 year experience.	.....Years (*Provide the information with documentary proof)

**\* Information will not be accepted if the Bidder does not provide sufficient documentary proof.**

**Signature of Authorized representative**.....

Information Copy - Not for Bidding

**Form 12B – OPERATIONAL EXPERIENCE RECORD OF THE PROPOSED WATER TREATMENT PLANT**

Name and Address of the manufacturer .....

Proposed model of Water Treatment Plant: .....

Name and address of client	Name of the project	Water Treatment Plant		
		Capacity	Model	Year of Commissioned

Note: Please provide supporting document to verify the above details.

**Signature of Authorized representative.....**

Information Copy - Not for Bidding

**Form 13 - PROJECT MILESTONES SCHEDULE**

1. *Bids with Time for Completion is more than 15 months (period from Commencement Date to Final Completion Date) will be rejected. If the contractor fails to complete the works within the declared Time for Completion after awarding the contract, the Contractor shall pay delay damages to the Employer as specified in the Appendix to Tender of Condition of Contract.*
2. *All milestones declared under Form 13 of Volume 1 and Schedule 2 of Volume 4 shall be tallied with each other and indicated in GANTT CHARTS and submitted with the Bid.*
3. *Milestone Schedule for Deliverables of Plant and Equipment shall be completed by the Contractor with relevant periods in weeks for below listed activities separately. The overall period of each deliverables to complete from Commencement Date shall be binding on the Contractor.*

**1. Milestone Schedule for Deliverables of Plant and Equipment**

<b>DELIVERABLES</b>	<b>Expected latest delivery to Site from the Commencement Date (Weeks)</b>	<b>Proposed latest delivery to Site by the Bidder from the Commencement Date (Weeks)</b>
Gas Turbine Set 01 Gas Turbine Set 02 Gas Turbine Set 03	42 42 42	
Generator Set 01 Generator Set 02 Generator Set 03	40 40 40	
Static type Excitation system with Excitation Transformer for Unit 01 Unit 02 Unit 03	40 40 40	
MV Switchgear		
Electrical Protection System		
Main Step-up transformer, Auxiliary Transformer, Earthing Transformer and Instrument Transformers for Unit 01 Unit 02 Unit 03	40 40 40	
400V Switchgear & Motor Control Canters		

Control Room Equipment and Communication Equipment		
Diesel Generator Sets		
Power/Control Cables and Earthing Equipment		
Metering & DC system Equipment		
Fuel System Equipment	32	
Lubricating Oil Storage, Treatment and Transfer system Equipment		
Air Conditioning and Ventilation Equipment		
Compressed air system Equipment		
Building Equipment & Small Power/Lighting		
Fire Protection System Equipment		
Water Treatment System Equipment	40	
Mandatory spares, Consumables & Tools		

## 2. Milestone Schedule for Project Activities

Activity	Date proposed/specified by the CEB	Date agreed by the Bidder
Commencement Date	Within 21 days from the letter of acceptance. (See Appendix to Tender in section 2.2 of Vol 1)	
Date of signing Financial Agreement	within 28 days from the letter of acceptance	
Commencement of construction activities at site	Immediately after commencement of the contract.	
Commencement of Initial Operation	Immediately after trial run	
Commencement of Reliability Run	Immediately after Initial Operation	
Commencement of Performance Test	Immediately after Reliability Test Run: Latest three (03) months after the Reliability Test Run in accordance with approved procedures	
Final Completion date. (No of months from the commencement date)	Date of issuance of Taking Over Certificate	
Commercial Operation	Facility is ready for generation of electricity. i.e. day after the final completion date.	

**Signature of Authorized representative.....**

**Form 14 - DETAILS OF PROPOSED SUBCONTRACTORS FOR MAJOR ITEMS OF PLANT & INSTALLATION SERVICES**

*A list of Major items (other than the items listed in Form 6) of plant and Installation Services is provided below.*

*The Following Subcontractors and/or manufacturers are proposed for carrying out the items of facilities indicated.*

Major Items of Plant and Installation services	Proposed Subcontractor/Manufacturer	Nationality	Details of Experience

**Signature of Authorized representative.....**

Information Copy - Not for Bidding

**Form 15 - DETAIL OF BIDDER'S ORGANIZATIONAL, STAFFING, QUALITY ASSURANCE PLAN, STATEMENT OF WORK METHOD, CONSTRUCTION EQUIPMENT, TRANSPORT OF HEAVY EQUIPMENT AND PRACTICAL APPROACH TO COMPLETE THE PROJECT WORK AS PER THE GIVEN MILESTONE DATES & IMPLEMENTATION SCHEDULE**

**Note:**

*The Bidder shall submit the above details with sufficient information to give confidence to the SCAPC/Employer to demonstrate the adequacy of the bidder's proposal to meet the work requirement and completion time.*

**Signature of Authorized representative.....**

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**Form 16 - DEVIATIONS, RESERVATION, OMISSION FROM THE BIDDING DOCUMENT.**

*The Bidder shall indicate below if the proposal contains any deviations from the bidding document. The SCAPC reserves a right to accept or reject deviations given in this schedule at his discretion. Other than the deviations, reservation, omission mentioned below, it is considered that bidder agrees to fulfill all the requirements in the bidding document to the declared bid price.*

Item no	Clause/Reference of Bidding document	Description	Deviation, Reservation, Omission proposed in the proposal

**Signature of Authorized representative.....**

Information Copy - Not for Bidding

**Form 17 Performance Guarantees on Gas Turbine Generator capacity and Fuel Consumption Rate**

*The Guaranteed Fuel Consumption Rate declared herein shall be verified after reliability test run (upon completion of 720 operational hours approximately). A letter from the Gas Turbine Manufacturer shall be attached certifying that the Fuel Consumption Rate (in g/kWh) specified is achievable at the declared guaranteed plant capacity and under all operating and site conditions stated herein, subject to completion of approximately 720 operating hours.*

*if the Contractor fails to pass the tests on above performance guarantees after commissioning, contract price will be reduced by such amount as stated in clause 9.4 of the particular condition of the contract.*

**1. Fuel Consumption Rate for LAD.**

		<b>Gas Turbine Gen: Unit 1</b>	<b>Gas Turbine Gen: Unit 2</b>	<b>Gas Turbine Gen: Unit 3</b>	<b>Guaranteed Plant Capacity at Generator Terminals (P<sub>T</sub>)</b>
Guaranteed Gas turbine Generator output at Generator terminals at site conditions. <b>(Note 1)</b>	kW	.....	.....	.....	.....kW. <b>(Note 2)</b>
Guaranteed Fuel Consumption rate related to Guaranteed Gas turbine Generator output <b>(Note 1)</b>	g/kWh	.....	.....	.....	.....g/kWh <b>(Note 3)</b>

**Form 17 Performance Guarantees on Gas Turbine Generator capacity and Fuel Consumption Rate (Cont.)**

**2. Fuel Consumption Rate for RLNG.**

		<b>Gas Turbine Gen: Unit 1</b>	<b>Gas Turbine Gen: Unit 2</b>	<b>Gas Turbine Gen: Unit 3</b>	<b>Guaranteed Plant Capacity at Generator Terminals (P<sub>T</sub>)</b>
Guaranteed Gas turbine Generator output at Generator terminals at site conditions. <b>(Note 1)</b>	kW	.....	.....	.....	.....kW. <b>(Note 2)</b>
Guaranteed Fuel Consumption rate related to Guaranteed Gas turbine Generator output <b>(Note 1)</b>	g/kWh	.....	.....	.....	.....g/kWh <b>(Note 3)</b>

The above Gas turbine generator output & fuel Consumption rate for LAD and RLNG shall be based on following.

1. Power factor – 0.80
2. Frequency – 50Hz
3. Site ambient temperature- 30°C
4. Site Atmospheric pressure – 1.013 bar
5. Altitude – 3m
6. Relative humidity – 80%
7. Net Calorific Value of Diesel fuel – 42,915 kJ/kg and Density s 0.84 kg/lit
8. Specific Energy LNG 49,100 kJ/kg

**Note 1-** Guaranteed Gas turbine Generator output & Guaranteed Fuel consumption rate without NO<sub>x</sub> suppression, with the extended exhaust stack & with inlet air chilling (if any).

**Note 2-** P<sub>T</sub> -Guaranteed Plant Capacity value in kW taken for evaluation as per Clause 31.7 of Volume 1 Section 1.2 of RFP

**Note 3-** Average guaranteed fuel consumption in g/kWh of all Gas Turbine units at site conditions, which is taken for evaluation as per clause 31.6 of Volume 1 Section 1.2 of RFP.

Signature of Authorized representative.....

**Form 18A - PERFORMANCE GUARANTEES ON GENERATOR STEP-UP TRANSFORMERS**

*The Guaranteed losses declared herein shall be verified at the Factory Inspection Test (FAT). A letter from the Transformer Manufacturer shall be attached certifying that the losses stated here is achievable at the CMR of the transformer.*

*if the Contractor fails to pass the tests on above guaranteed losses at the Factory Inspection Test (FAT), contract price will be reduced by such amount as stated in clause 9.4 of the particular condition of the contract.*

	<i>Transformer of Generator 1</i>	<i>Transformer of Generator 2</i>	<i>Transformer of Generator 3</i>
Continuous Maximum Rating (CMR)	.....MVA	.....MVA	.....MVA
<b>Guaranteed losses of Step-up Transformer (Corrected to 75°C)</b>			
	<i>Transformer of Generator 1</i>	<i>Transformer of Generator 2</i>	<i>Transformer of Generator 3</i>
No load loss (L <sub>1</sub> )	.....kW	.....kW	.....kW
Load loss at CMR (L <sub>2</sub> )	.....kW	.....kW	.....kW
Transformer Auxiliaries loss at CMR (L <sub>3</sub> )	.....kW	.....kW	.....kW
Total Losses accounted at CMR ( <b>P<sub>LTr</sub></b> =L <sub>1</sub> +L <sub>2</sub> +L <sub>3</sub> )	.....kW	.....kW	.....kW

Signature of Authorized representative.....

**Form 18B PERFORMANCE GUARANTEES ON POWER AUXILIARIES**

*The Guaranteed performance of the auxiliaries (Max. continues auxiliary power) declared herein shall be verified after reliability test run. Bidder shall guarantee the losses declared herein are achievable under all operating site conditions.*

*if the Contractor fails to pass the tests on the performance guarantees after commissioning, contract price will be reduced by such amount as stated in clause 9.4 of the particular condition of the contract.*

**1. The Power required to drive the continuously operating auxiliaries, when the turbine is operating at its site MCR**

Motor-driven cooling water pump =.....kW

Motor-driven lubricating oil pump =.....kW

Motor-driven lube oil mist Separator =.....kW

Motor-driven fuel pressuring pump =.....kW

Lube Oil cooler/ Radiator fans =.....kW

Unit Auxiliary Transformer losses accounted at CMR =.....kW

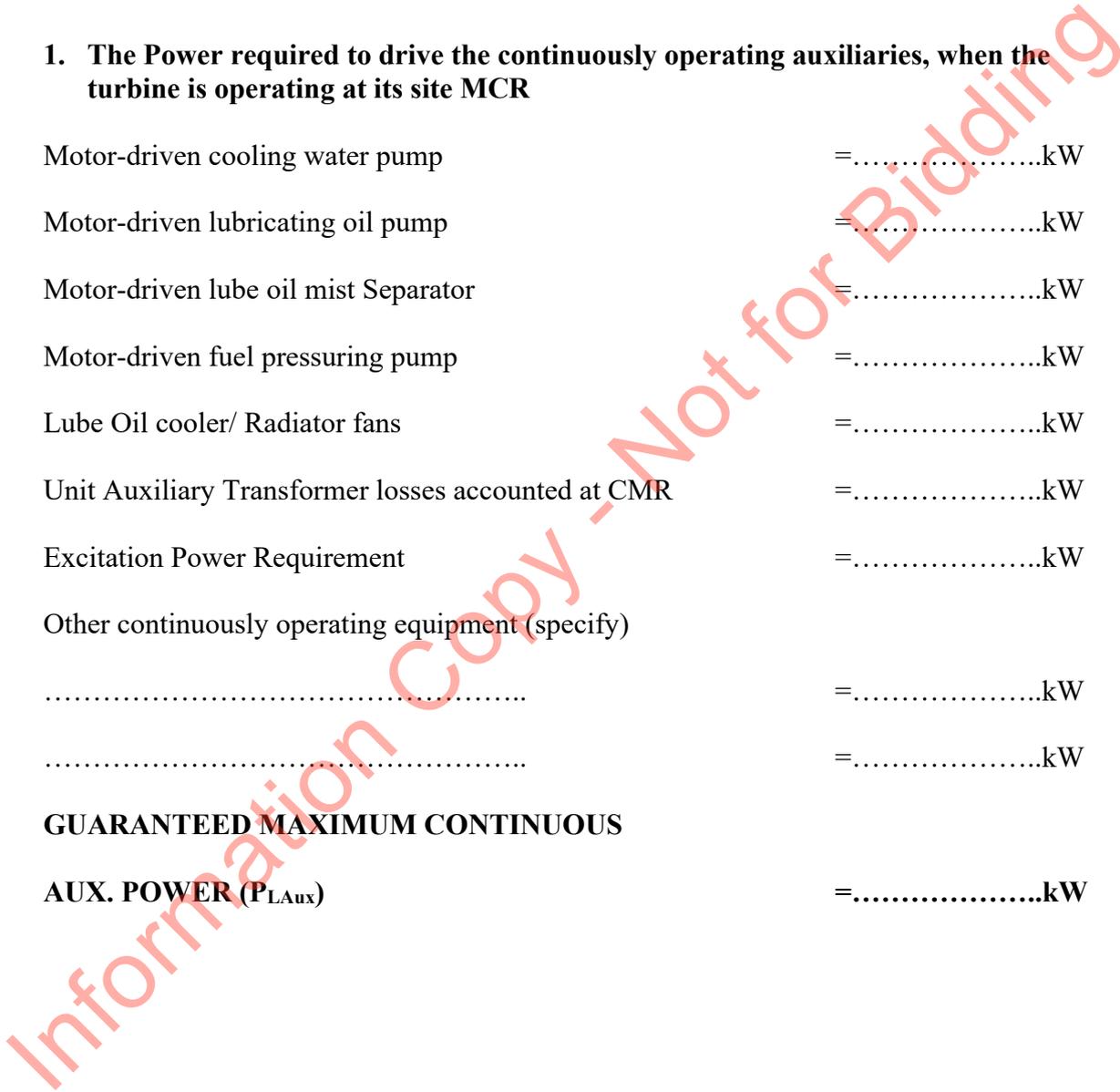
Excitation Power Requirement =.....kW

Other continuously operating equipment (specify)  
 .....kW

.....kW

**GUARANTEED MAXIMUM CONTINUOUS**

**AUX. POWER ( $P_{LAux}$ ) =.....kW**



**Form 18B PERFORMANCE GUARANTEES ON POWER AUXILIARIES (Cont)**

**2. The Power required for commonly operating equipment**

Fuel Oil Treatment Plant

Water Treatment Plant =.....kW

Motor driven fire pump unit =.....kW

Motor-driven Jokey fire pump unit =.....kW

Service Air Compressor =.....kW

Other Commonly operating equipment (specify)

..... =.....kW

..... =.....kW

Signature of Authorized representative.....

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**Form 19 - General Information of the FINANCIER**

**(enclose this schedule in the inner envelope marked, “Envelope 1 – Technical Proposal”)**

ITB reference	Description	Information (to be filled by Financier)	Remarks
<b>Volume 1</b> <b>Section 1.2</b> <b>Sub-Clause 22.5</b>	<b>Legal status</b>		
	<b>Name and address</b>		<b>Provide certified copies</b>
	<b>Legal Status</b>		
	<b>Place of registration</b>		
	<b>Principal Place of Business</b>		
	<b>Governing Law</b>		
	<b>Place of Arbitration</b>		
	<b>Power of Attorney</b>	<b>Provide original or certified copy of the power of attorney attested by a Notary</b>	

**Signature of Authorized representative.....**

Information Copy - Not for Bidding

<p><b>Form 20: Details of Past and Committed Project Financing of Financier enclose this schedule in the inner envelope marked, “Envelope 1 – Technical Proposal”</b></p> <p><i>A separate sheet shall be filled for each and every Project</i></p>	
<b>Year</b>	
<b>Borrower and the Country (Including Contact Details)</b>	
<b>Type of the Project (Including Full Scope of the Project)</b>	
<b>Committed Credit Facility</b>	
<b>Amount Disbursed</b>	
<b>Any Other Details</b>	

Signature of Authorized representative.....

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**Form 21: Summary Table on Project Financing of the Financier**

Year	Total Disbursement (Million USD)
1	
2	
3	
4	
5	
<b>Total Amount Disbursed</b>	
<b>Average Value Disbursed</b>	
<b>Maximum (for one Project) Credit Facility disbursed</b>	

Signature of Authorized representative.....

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<b>Form 22: – CREDIT RATINGS OF THE FINANCIER (enclose this schedule in the inner envelope marked, “Envelope 1 – Technical Proposal”)</b>				
<b>ITB reference</b>	<b>Institution</b>	<b>Credit Rating</b>	<b>Facility</b>	<b>Remarks</b>
<b>Volume 1 Section 1.2 Clause 6</b>	<b>Standard &amp; Poors</b>			The foreign Financier shall obtain the minimum Credit Rating as mentioned in Volume 1 Section 1.2 Clause 6
	<b>Moody's</b>			
	<b>Fitch</b>			
	<b>DBRS</b>			
	<b>Other (Specify)</b>			
	<b>Other (specify)</b>			

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<b>Form 23– FINANCIAL INFORMATION OF THE FINANCIER (enclose this schedule in the inner envelope marked, “Envelope 1 – Technical Proposal”)</b>		
<b>ITB reference</b>		<b>Remarks</b>
<b>Volume 1 Section 1.2 Clause 6</b>	<p><b>Provide all information required to compute following:</b></p> <ul style="list-style-type: none"> <li>a. EBITDA Interest Coverage</li> <li>b. Return on Capital (%)</li> <li>c. Total Debt / Capital (%)</li> </ul> <p><b>[The information shall include minimum of following (not limited to)]:</b></p> <p><b>For past three years:</b></p> <ul style="list-style-type: none"> <li>i Earnings from continuing operations before interest, taxes, depreciation, and amortization</li> <li>ii Gross interest incurred before subtracting (1) capitalized interest and (2) interest income</li> <li>iii Average of beginning of year and end of year capital, including short-term debt, current maturities, long-term debt**, non-current deferred taxes, and equity</li> <li>iv Long-term debt plus current maturities, commercial paper, and other short-term borrowings</li> <li>v Long-term debt plus current maturities, commercial paper, and other short-term borrowings + shareholders’ equity (incl. preferred stock) plus minority interest</li> </ul>	<p>The Financier shall submit following Annual Performance indicators based on the Audited Financial Statements published during last three (03) years</p>

\*Including interest income and equity earnings; excluding non-recurring items

\*\*Including amount for operating lease debt equivalent