

Request for Proposals

Development of 100 MW_{AC} Solar Park Facility at Siyambalanduwa on Build, Own and Operate (BOO) Basis and Construction of 132 kV Transmission Facility on Turnkey Basis

Bid No: TR/RED&PM/ICB/2022/002/C

ADDENDUM NO: - 01

Issue Date: 14/10/2022

| Item No. | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-----------------|-------------------------|----------|------|-----------------|-----------------|------------|---|-----------------|------------|----|---------------------------------------|------------|----|--------------------------------------|------------|----|--|------------|-----|------------------------|------------|-----|------------------|------------|-----|---|------------|-----|---|------------|-----|--|------------|-----|--|------------|-----|--|------------|-----|-------|--|
| 01 | Volume I | Annex: N/A | Clause: 1.2, 2.6 & 2.10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Pursuant to the Electricity Amendment act No.16 of 2022, Golden share holding by the government as indicated in clauses 1.2, 2.6 & 2.10 will not be applicable to this RFP. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 02 | Volume I | Annex: N/A | Clause: 1.7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Respective clause shall be replaced as follows;</p> <p>1.7 Success Fee Payment</p> <p>SLSEA has involved in the preliminary project development activities. The selected Project Proponent is required to make compensation for these preliminary project development activities by way of a Success Fee Payment of LKR 536 million, which will be a pre-requisite for entering into project related agreements. Accordingly, the selected bidder shall deposit this amount to the Sri Lanka Sustainable Energy Authority account held in Independence Square Branch of the Bank of Ceylon bearing No: 75803419.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 03 | Volume I | Annex: N/A | Clause: 1.9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Bid closing is extended by 04 more weeks and hence respective table in Volume I shall be replaced as follows;</p> <table border="1"> <thead> <tr> <th>Activity</th> <th>Date</th> <th>Duration (Days)</th> </tr> </thead> <tbody> <tr> <td>Issuance of RFP</td> <td>22-08-2022</td> <td>0</td> </tr> <tr> <td>Pre-bid meeting</td> <td>22-09-2022</td> <td>31</td> </tr> <tr> <td>Receiving requests for clarifications</td> <td>04-11-2022</td> <td>74</td> </tr> <tr> <td>Deadline for submission of Proposals</td> <td>18-11-2022</td> <td>88</td> </tr> <tr> <td>Evaluation by the Project Committee (PC)</td> <td>17-01-2023</td> <td>148</td> </tr> <tr> <td>Recommendation by CANC</td> <td>24-01-2023</td> <td>155</td> </tr> <tr> <td>Cabinet Approval</td> <td>17-02-2023</td> <td>179</td> </tr> <tr> <td>Award of the Contract to the Successful Party with PUCSL approval</td> <td>03-03-2023</td> <td>193</td> </tr> <tr> <td>Preliminary agreements/SPV formation/acceptance of the Award with Preliminary Obligation Bond</td> <td>03-04-2023</td> <td>224</td> </tr> <tr> <td>Obtaining Energy Permit from SLSEA and “No objection” from PUCSL</td> <td>04-05-2023</td> <td>255</td> </tr> <tr> <td>Signing of PPA, and Transmission Facility Contract Agreement</td> <td>18-05-2023</td> <td>269</td> </tr> <tr> <td>Signing of Land Lease agreement and Implementation Agreement</td> <td>01-06-2023</td> <td>283</td> </tr> <tr> <td>Total</td> <td></td> <td>283</td> </tr> </tbody> </table> | | | Activity | Date | Duration (Days) | Issuance of RFP | 22-08-2022 | 0 | Pre-bid meeting | 22-09-2022 | 31 | Receiving requests for clarifications | 04-11-2022 | 74 | Deadline for submission of Proposals | 18-11-2022 | 88 | Evaluation by the Project Committee (PC) | 17-01-2023 | 148 | Recommendation by CANC | 24-01-2023 | 155 | Cabinet Approval | 17-02-2023 | 179 | Award of the Contract to the Successful Party with PUCSL approval | 03-03-2023 | 193 | Preliminary agreements/SPV formation/acceptance of the Award with Preliminary Obligation Bond | 03-04-2023 | 224 | Obtaining Energy Permit from SLSEA and “No objection” from PUCSL | 04-05-2023 | 255 | Signing of PPA, and Transmission Facility Contract Agreement | 18-05-2023 | 269 | Signing of Land Lease agreement and Implementation Agreement | 01-06-2023 | 283 | Total | |
| Activity | Date | Duration (Days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Issuance of RFP | 22-08-2022 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pre-bid meeting | 22-09-2022 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Recommendation by CANC | 24-01-2023 | 155 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cabinet Approval | 17-02-2023 | 179 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Signing of Land Lease agreement and Implementation Agreement | 01-06-2023 | 283 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | | 283 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|--|----------|------------|---------------|
| 04 | Volume I | Annex: N/A | Clause: 2.2 |
| <p><i>Following paragraph in the clause 2.2 shall be repealed;</i></p> <p>Such requests should be received by the Chairman CANC no later than the date specified in Project Milestones Schedule (07th October 2022). The CEB will not entertain any request for clarifications on the RFP Document after this date.</p> <p><i>And be replaced by;</i></p> <p>Such requests should be received by the Chairman CANC no later than 04th November 2022. CEB will not entertain any request for clarifications on the RFP Document after this date.</p> | | | |
| 05 | Volume I | Annex: N/A | Clause: 2.19 |
| <p><i>Bid closing is extended by 04 more weeks and hence respective clause in Volume I shall be replaced as follows;</i></p> <p>2.19 Bid Closing</p> <p>Bid Closing shall be 1100 hrs Sri Lankan standard time on 18th November 2022. Proposals must be received by the CEB at the address stipulated in Section 2.17 by Bid Closing. Proposal submission must be made to the address specified in Section 2.17 by either of the following methods.</p> <ul style="list-style-type: none"> (i) Hand-delivery (ii) Courier. <p>Proposals submitted by means other than (i) or (ii) above will not be accepted. CEB may, at its discretion, extend the deadline for submission of Proposals by issuing an Addendum.</p> | | | |
| 06 | Volume I | Annex: N/A | Clause: 3.2.2 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>3.2.2 Fixed Annual Payment for Transmission Facility</p> <p>Fixed payment (paid in equal instalments every 6 monthly) for transmission component for a period of 10 years as specified in Contract for Development of Transmission Facility. NPV of the Transmission Facility payments should be within the ceiling of USD 21 million + 30%.</p> | | | |
| 07 | Volume I | Annex: N/A | Clause: 4.1.2 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>4.1.2 Experience in Design & Construction of Transmission Lines</p> <p>Any Project Proponent or at least one member of the consortium, in case the Project Proponent is a consortium, shall have experience in successful development (from the inception of the Financial Closure) of design, supply, erection, stringing and commissioning of 100 km or more (in aggregate) of 132 kV (or higher voltage) double circuit, three-phase, single (or more sub conductors) ACSR Zebra (or higher equivalent cross-section) conductor transmission line, including one optical fiber ground wire (OPGW) and one galvanised steel wire (GSW) in the past ten (10) years as a contractor, JV partner or sub-contractor. If the Project Proponent or at least one member of the consortium, in case the Project Proponent is a</p> | | | |

| | | | |
|-----------|--|-------------------|----------------------|
| | <p>consortium, does not have such an experience in designing or implementation of similar transmission lines for the required capacities mentioned above, then the Project Proponent shall enter into an agreement with an expert company who has the required experience as mentioned above on transmission lines.</p> | | |
| 08 | Volume I | Annex: N/A | Clause: 4.1.3 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>4.1.3 Experience in Design & Construction of Grid Sub-stations</p> <p>Any Project Proponent or at least one member of the consortium, in case the Project Proponent is a consortium, shall have experience in successful development (from the inception of the Financial Closure) of design, supply, installation and commissioning of 4 Nos. of 132/33 kV 63 MVA or higher rated power transformers; design, supply, installation and commissioning of 8 Nos. of 132 kV outdoor air insulated switchgear bays; design, supply, installation and commissioning of 22 Nos. of 33 kV indoor gas insulator switchgear bays; within the last five (5) years period as a contractor, JV partner or sub-contractor. If the Project Proponent or at least one member of the consortium, in case the Project Proponent is a consortium, does not have such an experience in designing or implementation of similar grid substations for the required capacities mentioned above, then the Project Proponent shall enter into an agreement with an expert company who has the required experience as mentioned above in grid substations.</p> | | |
| 09 | Volume I | Annex: N/A | Clause: 4.2 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>4.2 Financial Capability</p> <p>Project Proponent shall provide the information on financial capability in the format given in the relevant Forms in Volume II</p> <p>4.2.1: Financial Performance</p> <p>The audited balance sheets or, if not required by the laws of the Project Proponent’s country, other acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Project Proponent’s financial position and its prospective long-term profitability.</p> <p>As the minimum requirement, a Project Proponent’s net worth calculated as the difference between total assets and total liabilities should be positive. The Project Proponent or each of the members of the consortium, in case the Project Proponent is a consortium, shall meet this requirement.</p> <p>4.2.2: Average Annual Turnover</p> <p>Minimum average annual turnover of Seventy-Five (75) Million USD, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years divided by five (5) years. The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement. Further each member of the consortium shall meet 25% of the requirement while one partner shall meet 40% of this requirement.</p> <p>4.2.3: Financial Resources</p> <p>i. The Project Proponent shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual</p> | | |

| | <p>advance payment) sufficient to meet the cash flow requirements estimated as 11.25 million USD for the subject Contract net of the Project Proponent’s other commitments.</p> <p>The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement. Further each member of the consortium shall meet 25% of the requirement while one partner shall meet 40% of this requirement.</p> <p>ii. The Project Proponent shall also demonstrate, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement.</p> | | | | | | |
|---|--|-------------------------|---------------------------|-------------------|-------------------|---|------|
| <p>10</p> | <p>Volume I</p> | <p>Annex: I</p> | <p>Clause: 1.2</p> | | | | |
| <p><i>Following definition shall be replaced as;</i></p> <ul style="list-style-type: none"> • Termination/Metering Point: - CEB metering point at the collector substation 33kV level on each generation feeder as show in drawings Schedule II of Volume VII. At this point, metering equipment will be fixed for the measurement of Energy Output and the title of electrical energy passes to CEB. | | | | | | | |
| <p>11</p> | <p>Volume 1</p> | <p>Annex: IX</p> | <p>Clause: 3</p> | | | | |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>3. Proposed Bid Tariff for Solar Park</p> <p>The Project Proponent shall propose a single Tariff in USD Cents/kWh for the entire term of twenty (20) years of the PPA (Bid Tariff):</p> <table border="1" data-bbox="438 1279 1042 1431"> <thead> <tr> <th data-bbox="438 1279 743 1337">Bid Tariff</th> <th data-bbox="743 1279 1042 1337">Years 1-20</th> </tr> </thead> <tbody> <tr> <td data-bbox="438 1337 743 1431">USD Cents/kWh (maximum 2 decimals)</td> <td data-bbox="743 1337 1042 1431">X.XX</td> </tr> </tbody> </table> <p>The above bid tariff shall be converted to LKR at the time of monthly payment of each month using the Monthly Average Exchange Rate published by Central Bank of Sri Lanka for the respective month (i.e. energy generating month’s monthly average exchange rate). All the monthly payments shall be in LKR and in accordance with the terms in the power purchase agreement.</p> <p>The Bid Tariff is exclusive of VAT and any excise taxes or other governmental impositions. The Project Proponent shall charge CEB for VAT or other taxes imposed on energy sales on the tariffs at the applicable rate if required by applicable Law.</p> <p>In addition, the Project Proponent shall provide the information in Part II of Volume II in support of its Bid Tariff. The Project Proponent shall provide a printed copy and an electronic copy of a working financial model with the spread sheets which clearly describe the pricing proposals. The Project Proponent shall furnish the financial model with a cash flow statement for the full term of the PPA.</p> | | | | Bid Tariff | Years 1-20 | USD Cents/kWh (maximum 2 decimals) | X.XX |
| Bid Tariff | Years 1-20 | | | | | | |
| USD Cents/kWh (maximum 2 decimals) | X.XX | | | | | | |

| 12 | Volume I | Annex: IX | Clause: 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|------------|------------|--------|--------|--|--|--|--|--|--|--|---------------------------------|--------|--------|--------|--------|---|--|--|--|--|--|-------------------|--|--|--|--|--|------------------------|--|--|--|--|--|----------------|--|--|--|--|--|
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>4. Transmission Facility Annuity Payments</p> <p>The Project Proponent shall propose a single 6 monthly fee in USD for twenty (20) payments over the first 10 years of the PPA term (Transmission Annuity Payment):</p> <table border="1" data-bbox="438 492 1273 609"> <tr> <td>Transmission Annuity Payment</td> <td colspan="5">Years 1-10 (20 payments)</td> </tr> <tr> <td>USD (maximum 2 decimals)</td> <td colspan="5">XXX</td> </tr> </table> <p>The above annuity payments shall be converted to LKR at the time of payment of each payment utilizing the middle exchange rate published by Central Bank of Sri Lanka applicable on invoice date. All the payments shall be in LKR and in accordance with the terms in the contract for development of transmission facility.</p> <p>The Transmission Annuity Payment is exclusive of VAT and any excise taxes or other governmental impositions. The Project Proponent shall charge CEB for VAT or other taxes imposed on the Transmission Annuity Payments at the applicable rate if required by applicable Law.</p> <p>In addition, the Project Proponent shall provide the information in Part II of Volume II in support of its Transmission Annuity Payment. The Project Proponent shall provide a printed copy and an electronic copy of a working financial model with the spreadsheets which clearly describe the pricing proposals.</p> | | | | | | | Transmission Annuity Payment | Years 1-10 (20 payments) | | | | | USD (maximum 2 decimals) | XXX | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transmission Annuity Payment | Years 1-10 (20 payments) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| USD (maximum 2 decimals) | XXX | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Volume II | Annex: N/A | Section: B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p><i>Item no. (iv) of Section B of Volume II shall be replaced with following;</i></p> <p>(iv) FINANCIAL CAPABILITY OF THE BIDDER</p> <p>This section shall be filled in accordance with the provisions given in the Clause 4.2 of the Volume I of this RFP Document.</p> <p>Financial Situation</p> <p>1. Financial data</p> <p>Consortium Partner - _____</p> <table border="1" data-bbox="263 1630 1444 2060"> <thead> <tr> <th rowspan="2">Type of Financial information in (currency)</th> <th colspan="5">Historic information for previous 5 years (Amount, currency, exchange rate, USD equivalent)</th> </tr> <tr> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">Statement of Financial Position (Information from Balance Sheet)</td> </tr> <tr> <td>Total Assets (TA)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Liabilities (TL)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Worth (NW)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | | | | | Type of Financial information in (currency) | Historic information for previous 5 years (Amount, currency, exchange rate, USD equivalent) | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Statement of Financial Position (Information from Balance Sheet) | | | | | | Total Assets (TA) | | | | | | Total Liabilities (TL) | | | | | | Net Worth (NW) | | | | | |
| Type of Financial information in (currency) | Historic information for previous 5 years (Amount, currency, exchange rate, USD equivalent) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Assets (TA) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Liabilities (TL) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Net Worth (NW) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (CA - CL) | | | | | |
| Most Recent Working Capital | | To be obtained for most recent year and carried forward to source of financing in financial Resources; in case of a Consortium, to the | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Profits After Taxes (PAT) | | | | | |

2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for last 05 years pursuant to the Clause 4.2.1 of Volume I. The financial statements shall:

- (a) reflect the financial situation of the Project Proponent or in case of a consortium, of each member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Average Annual Turnover

Consortium Partner - _____

| Annual Turnover Data (Construction only) | | | |
|---|--|--|--|
| Year | Amount and Currency | Exchange rate | USD equivalent |
| <i>[indicate year]</i> | <i>[insert amount and indicate currency]</i> | <i>[insert applicable exchange rate]</i> | <i>[insert amount in USD equivalent]</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Average Annual Construction Turnover * | | | |

* Total USD equivalent for all years divided by the total number of years, in accordance with the Section 4.2.2 of Volume I, as appropriate.

Financial Resources

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section 4.2.3 of Volume I, as appropriate.]

Consortium Partner - _____

| Financial Resources | | |
|-------------------------------------|---|-------------------------|
| No. | Source of financing | Amount (USD equivalent) |
| 1 | Working Capital (to be taken from Financial Data) | |
| 2 | Credit Line ^a | |
| 3 | Other Financial Resources | |
| Total Available Financial Resources | | |

a. To be substantiated by a letter from the bank issuing the line of credit

Current Contract Commitments

[Project Proponent and each member of the consortium should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section 4.2.3 of Volume I, as appropriate.]

Consortium Partner - _____

| Current Contract Commitments | | | | | | |
|--|------------------|--------------------------------------|--------------------------|--|-------------------------------------|---|
| No. | Name of Contract | Employer's Contact Address, Tel, Fax | Contract Completion Date | Value of Outstanding Work [Current USD Equivalent] | Remaining Contract Period in Months | Monthly Financial Resources Requirement [USD/month] |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| Total Monthly Financial Requirement for Current Contract Commitments | | | | | | |

Quantities / Units of the SCHEDULE NO 1 shall be amended as follows; (All other quantities / units except these remain same)

| | | | |
|-------|---|------|------|
| 1.1 | SCHEDULE NO.1 - PLANT AND MANDATORY SPARE PARTS SUPPLIED FROM ABROAD | | |
| A | 132kV TRANSMISSION LINE FROM SIYABALANDUWA SOLAR COLLECTOR GSS – MONARAGALA GSS | | |
| 2 | Supply of Insulator Sets & Fittings | Unit | Qty |
| 2.2 | Normal Tension Insulator String | Set | 528 |
| 3 | Hardware | | |
| 3.1 | Vibration Dampers | | |
| 3.1.1 | - for Zebra conductor | Nos | 1680 |
| 3.1.2 | - for GSW | Nos | 144 |
| 3.1.3 | - for OPGW | Nos | 144 |
| 3.3 | Tension Set | | |
| 3.3.1 | - for GSW | Nos | 46 |
| 3.3.2 | - for OPGW | Nos | 46 |
| 3.4 | Earthing System | | |
| 3.4.1 | Earthing Angle Set | Set | 320 |
| 5 | Supply of self-supporting towers | | |
| 5.2 | Tension towers TD1 type complete with all fittings (including supply of stubs & cleats) | | |
| 5.2.3 | TD1 + 3 | Nos | 1 |
| 5.2.5 | TD1 + 9 | Nos | 1 |

| | | | | |
|---|--|----------------------|----------------------|--|
| 15 | Volume II | Appendix: 2-A | Schedule No 4 | |
| <p><i>Quantities / Units of the 1.4.1 CIVIL WORKS of SCHEDULE NO 4, shall be amended as follows. (All other quantities / units except these remain same)</i></p> | | | | |
| 1.4. | SCHEDULE NO 4 - CIVIL WORKS, INSTALLATION AND OTHER SERVICES | | | |
| 1.4.1 | CIVIL WORKS | | | |
| | Construction of 132 kV Transmission Line from Siyabalanduwa Solar Collector GSS – Monaragala GSS | | | |
| 1 | Foundations | | | |
| 1.1 | Suspension Type TDL Towers | | | |
| 1.1.3 | S3 | Nos | 14 | |
| 1.1.4 | S3A | Nos | 6 | |
| 1.1.6 | S4A | Nos | 4 | |
| 1.2 | Suspension Type TD1 Towers | | | |
| 1.2.4 | S3A | Nos | 2 | |
| 1.3 | Tension Type TD3 Towers | | | |
| 1.3.3 | S3 | Nos | 5 | |
| 1.3.4 | S3A | Nos | 3 | |
| 1.4 | Tension Type TD6 Towers | | | |
| 1.4.3 | S3 | Nos | 5 | |
| 1.4.4 | S3A | Nos | 2 | |
| 1.5 | Tension Type TD9/TDT Towers | | | |
| 1.5.3 | S3 | Nos | 1 | |
| 1.5.4 | S3A | Nos | 1 | |

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Volume II

Appendix: 2-A

Schedule No 4

*Quantities / Units of the 1.4.2. ERECTION WORKS of SCHEDULE NO 4, shall be **amended** as follows; (All other quantities / units except these remain same)*

| | | | |
|-------|---|-----|---|
| 1.4.2 | ERECTION WORKS | | |
| E1 | Construction of 132 kV Transmission Line from Siyambalanduwa Solar Collector GSS – Monaragala GSS | | |
| 1 | Erection of towers with all fittings including earthing system | | |
| 1.2 | Tension type TD1 towers | | |
| 1.2.3 | TD1 + 3 | Nos | 1 |
| 1.2.5 | TD1 + 9 | Nos | 1 |
| 4 | Route Survey | | |
| 4.1 | Preliminary Survey (utilized as per the Employer's Requirement) | km | 4 |
| 4.2 | Profile Survey | km | 4 |

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| 17 | Volume II | Appendix: 2-A | Schedule No 4 | |
| <p><i>Quantities / Units of the 1.4.3. OTHER SERVICES of SCHEDULE NO 4, shall be amended as follows. (All other quantities / units except these remain same)</i></p> | | | | |
| 1.4.3 | OTHER SERVICES | | | |
| 1 | Miscellaneous prices for additional works required for foundations (as per the instructions of the Employer's Personnel) | | | |
| 1.1 | Leg Extension | Lot | 1 | |
| 1.2 | Rates for galvanized steel works | Lot | 1 | |
| 1.3 | Counter poise 60 m set | Lot | 1 | |
| 1.4 | Additional Counterpoise | Lot | 1 | |
| 1.5 | Copper earth rods with accessories | Lot | 1 | |
| 1.6 | Additional earth excavation down to 2 m below ground and reinstatement | Lot | 1 | |
| 1.7 | Additional earth excavation greater than 2 m below ground and reinstatement | Lot | 1 | |
| 1.8 | Additional earth excavation greater than 2 m below ground and reinstatement with sand | Lot | 1 | |
| 1.9 | Rock excavation (blasting) and reinstatement (extra over-earth excavation) | Lot | 1 | |
| 1.1 | Close timbering (left in) | Lot | 1 | |
| 1.11 | Close timbering (recovered) | Lot | 1 | |
| 1.12 | Power pumping, any pump up to 10,000 lit/hr | Lot | 1 | |
| 1.13 | Power pumping, any pump above 10,000 lit/hr | Lot | 1 | |
| 1.14 | Dry stone revetment | Lot | 1 | |
| 1.15 | Rubble Masonry walling set in cement mortar including lean concrete and providing weep hole, Aggregate filling and laying geo-textiles | Lot | 1 | |
| 1.16 | C25 concrete for additional foundation work including shuttering | Lot | 1 | |
| 1.17 | C15 concrete for additional foundation work including shuttering | Lot | 1 | |

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|------|---|-----|---|
| 1.18 | C35 concrete with sulfate resisting cement for foundation work including shuttering | Lot | 1 |
| 1.19 | Additional Mild steel or High yield steel reinforcement | Lot | 1 |
| 1.20 | Hillside extension or other galvanized steel work | Lot | 1 |
| 1.21 | Pre-cast reinforced concrete pile, driven or bored over 20 m including driving and joining accessories | Lot | 1 |
| 1.22 | Surface water diversion drains 0.3 m wide by 0.6 m deep by concrete | Lot | 1 |
| 1.23 | Painting (Including supply of Epoxy Paints) of 132 kV towers | Nos | 0 |
| 1.24 | Painting of tower steelwork above 2 m with 2 coats of epoxy water-resistant paint (any tower type) | Nos | 2 |
| 1.25 | Construction of Gabion walls and Mattresses for construction of retaining walls, the lining of channels, revetments, aprons and others. The gabion boxes shall be shaped with galvanized steel wire mesh cages. Geotextiles shall be used for the prevention of migration of fine soil particles, whilst allowing water to seep through them. | Lot | 1 |
| 1.26 | Construction of 150mm cast in-situ micro piles with casing, reinforcement, necessary testing | m | 0 |
| 1.27 | chemical anchors using 25mm diameter reinforcement bars, approved high-quality chemicals | Lot | 1 |

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|---|------------------|----------------------|--------------------------|---|--|---|-------|--|-------|---|-------|--|--------|--|-------|
| 18 | Volume II | Appendix: 2-B | Clause: 1.2.2.4.1 | | | | | | | | | | | | |
| <p><i>Respective clause shall be replaced as follows;</i></p> <table border="1"> <tr> <td colspan="2">1.2.2.4.1 Modifications to Substation Automation System</td> </tr> <tr> <td>Engineering Workstation (EWS) with two 27" Monitors</td> <td>1 No.</td> </tr> <tr> <td>Industrial type layer 2 Manageable Gigabit Ethernet Switches and other accessories</td> <td>1 No.</td> </tr> <tr> <td>Next-Generation Firewalls and other accessories</td> <td>1 No.</td> </tr> <tr> <td>Industrial type layer 2 Manageable Ethernet Switch</td> <td>2 Nos.</td> </tr> <tr> <td>Testing associated with commissioning of substation automation system.</td> <td>1 Lot</td> </tr> </table> | | | | 1.2.2.4.1 Modifications to Substation Automation System | | Engineering Workstation (EWS) with two 27" Monitors | 1 No. | Industrial type layer 2 Manageable Gigabit Ethernet Switches and other accessories | 1 No. | Next-Generation Firewalls and other accessories | 1 No. | Industrial type layer 2 Manageable Ethernet Switch | 2 Nos. | Testing associated with commissioning of substation automation system. | 1 Lot |
| 1.2.2.4.1 Modifications to Substation Automation System | | | | | | | | | | | | | | | |
| Engineering Workstation (EWS) with two 27" Monitors | 1 No. | | | | | | | | | | | | | | |
| Industrial type layer 2 Manageable Gigabit Ethernet Switches and other accessories | 1 No. | | | | | | | | | | | | | | |
| Next-Generation Firewalls and other accessories | 1 No. | | | | | | | | | | | | | | |
| Industrial type layer 2 Manageable Ethernet Switch | 2 Nos. | | | | | | | | | | | | | | |
| Testing associated with commissioning of substation automation system. | 1 Lot | | | | | | | | | | | | | | |

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| 19 | Volume II | Appendix: 2-B | Clause: 1.3.1.1.3 | | | | | | | | | | | | | | |
| <p>Respective clause shall be replaced as follows;</p> <table border="1" data-bbox="245 315 1386 781"> <tr> <td colspan="2" data-bbox="245 315 1386 394">1.3.1.1.3 Site formation and up keeping</td> </tr> <tr> <td data-bbox="245 394 1259 472">Cutting & filling earth</td> <td data-bbox="1259 394 1386 472">1 Item</td> </tr> <tr> <td data-bbox="245 472 1259 551">Rock Excavation</td> <td data-bbox="1259 472 1386 551">1 Item</td> </tr> <tr> <td data-bbox="245 551 1259 629">Earth retaining structures</td> <td data-bbox="1259 551 1386 629">1 Item</td> </tr> <tr> <td data-bbox="245 629 1259 707">Anti-Termite soil treatment</td> <td data-bbox="1259 629 1386 707">1 Item</td> </tr> <tr> <td data-bbox="245 707 1259 781">Surface Chipping</td> <td data-bbox="1259 707 1386 781">1 Item</td> </tr> </table> | | | | 1.3.1.1.3 Site formation and up keeping | | Cutting & filling earth | 1 Item | Rock Excavation | 1 Item | Earth retaining structures | 1 Item | Anti-Termite soil treatment | 1 Item | Surface Chipping | 1 Item | | |
| 1.3.1.1.3 Site formation and up keeping | | | | | | | | | | | | | | | | | |
| Cutting & filling earth | 1 Item | | | | | | | | | | | | | | | | |
| Rock Excavation | 1 Item | | | | | | | | | | | | | | | | |
| Earth retaining structures | 1 Item | | | | | | | | | | | | | | | | |
| Anti-Termite soil treatment | 1 Item | | | | | | | | | | | | | | | | |
| Surface Chipping | 1 Item | | | | | | | | | | | | | | | | |
| 20 | Volume II | Appendix: 2-B | Clause: 1.3.1.2.7 | | | | | | | | | | | | | | |
| <p>Schedule related to 'Clause 1.3.1.2.7 Fence, Gates and Boundary Walls' removed from the scope. Hence this section shall be repealed.</p> | | | | | | | | | | | | | | | | | |
| 21 | Volume II | Appendix: 2-B | Clause: 1.3.4 | | | | | | | | | | | | | | |
| <p>Respective clause shall be replaced as follows;</p> <table border="1" data-bbox="245 1198 1386 1783"> <tr> <td colspan="2" data-bbox="245 1198 1386 1276">1.3.4 Training</td> </tr> <tr> <td data-bbox="245 1276 1259 1373">Substation Automation for Siyambalanduwa GS: Training for new SAS Substation Automation System, covering the module given in 14.2.6 Training module No. 06.</td> <td data-bbox="1259 1276 1386 1373">1 Lot</td> </tr> <tr> <td data-bbox="245 1373 1259 1451">Couse fee</td> <td data-bbox="1259 1373 1386 1451"></td> </tr> <tr> <td data-bbox="245 1451 1259 1529">Other Cost</td> <td data-bbox="1259 1451 1386 1529"></td> </tr> <tr> <td data-bbox="245 1529 1259 1626">Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module given in 14.2.6 Training module No. 06.</td> <td data-bbox="1259 1529 1386 1626">1 Lot</td> </tr> <tr> <td data-bbox="245 1626 1259 1704">Couse fee</td> <td data-bbox="1259 1626 1386 1704"></td> </tr> <tr> <td data-bbox="245 1704 1259 1783">Other Cost</td> <td data-bbox="1259 1704 1386 1783"></td> </tr> </table> | | | | 1.3.4 Training | | Substation Automation for Siyambalanduwa GS: Training for new SAS Substation Automation System, covering the module given in 14.2.6 Training module No. 06. | 1 Lot | Couse fee | | Other Cost | | Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module given in 14.2.6 Training module No. 06. | 1 Lot | Couse fee | | Other Cost | |
| 1.3.4 Training | | | | | | | | | | | | | | | | | |
| Substation Automation for Siyambalanduwa GS: Training for new SAS Substation Automation System, covering the module given in 14.2.6 Training module No. 06. | 1 Lot | | | | | | | | | | | | | | | | |
| Couse fee | | | | | | | | | | | | | | | | | |
| Other Cost | | | | | | | | | | | | | | | | | |
| Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module given in 14.2.6 Training module No. 06. | 1 Lot | | | | | | | | | | | | | | | | |
| Couse fee | | | | | | | | | | | | | | | | | |
| Other Cost | | | | | | | | | | | | | | | | | |

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| 22 | Volume III | Annex: N/A | Clause: 5.11.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>5.11.1.</p> <p>CEB shall supply electrical energy to the Project Company within ninety Days on receipt of an application from the Project Company for a supply of electrical energy from the CEB in such quantum as may be required for the purpose of construction of the Solar Park Facility. The Project Company shall make the payments to the CEB for the electrical connection supply within a week on receipt of the invoice from the CEB. Such amounts of electrical energy shall be supplied and charged to the Project Company by CEB on the same terms and conditions including tariff applicable to supply of electrical energy by CEB at the rate applicable to General Purpose Tariff and shall be payable by the Project Company to CEB in accordance with such terms and conditions. Notwithstanding the foregoing, the Project Company shall be responsible for arranging electricity generator to meet the electricity requirements during the Construction Period. Insufficient or interrupted supply or failure to supply electrical energy by CEB to the Project Company shall not be considered a breach on the part of CEB.</p> | | | |
| 23 | Volume III | Annex: N/A | Schedule: 6.2.3 (iii) |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>6.2.3 (iii)</p> <p>Deliver to the CEB electrical energy in conformity with the Minimum Functional Specification and the CEB's Dispatch Instructions except where the Project Company is required, in accordance with the terms of this Agreement, to operate the Solar Park Facility outside the Minimum Functional Specifications and ensure that the Solar Park Facility shall be capable of continuously delivering Expected Metered Output at any point between power factors of 0.8 lagging and 0.8 leading in accordance with Clause 1.3 of Appendix 5-B_Volume VII and as mentioned in the CEB Grid Code;</p> | | | |
| 24 | Volume III | Annex: N/A | Schedule: 8.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.1 Project Company's Monthly Invoices</p> <p>8.1.1</p> <p>The Project Company shall submit an invoice to the CEB no later than 1200 Hours on the fifth Day of each Contract Month (or, if such Day is not a Business Day, on the next Business Day) commencing with the Contract Month following the Contract Month in which the Commercial Operation Date occurs, and such invoice which shall be submitted not less than twenty one Days after the previous invoice (the "Monthly Invoice") shall show all intermediate calculations in reasonable detail so as to enable the amounts due to be verified and shall also state;</p> <ul style="list-style-type: none"> (i) the applicable Energy Charge for the previous Month calculated according to Schedule 9 (Energy Charge) including particulars in relation to Curtailed Monthly Output, Surplus Energy and amounts of electrical energy that constituted Metered Output during tests, if any; (ii) the applicable deductions for; <ul style="list-style-type: none"> (a) performance liquidated damages in accordance with Schedule 9 ((Energy Charge); and | | | |

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| | <p>(b) electrical energy delivered by the CEB in accordance with Clause 6.1.3.</p> <p>(iii) Reimbursable Taxes incurred by the Project Company within such Contract Month. The Project Company shall submit with the Monthly invoice such material establishing the liability of the Project Company for any such payment of Reimbursable Taxes;</p> <p>(iv) any other sums due and payable by the CEB to the Company under this Agreement;</p> <p>(v) the amount of any Sales Taxes, the applicable rate or rates at which Sales Taxes are calculated on the component elements of the amount invoiced and the total sum payable by the CEB inclusive and exclusive of any such Sales Taxes;</p> <p>(vi) the amount of any costs incurred by the Company in the previous Contract Month (and in the case of first Contract Monthly Invoice for the First Contract Year, in the period from the date of this Agreement to the date of such invoice) and payable by CEB pursuant to Clause 9.2.1 to the extent that such amounts are not reimbursed to the Company by any other way; and</p> <p>(vii) any offset payment under annual true up referred to in Clause 7.4 of this Agreement.</p> <p>All above payments related to monthly invoice shall be converted to LKR using the Monthly Average Exchange Rate published by Central Bank of Sri Lanka where Monthly Invoice relates (i.e. respective energy generating month's monthly average exchange rate). All the payments shall be in LKR and in accordance with the terms of this agreement.</p> | | |
| 25 | Volume III | Annex: N/A | Clause: 8.7 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.7 Letters of Credit</p> <p>8.7.1 The following provisions shall apply to the giving of the CEB Letters of Credit:</p> <p>(i) no later than two Days before:</p> <p>(a) the Commercial Operation Date; and</p> <p>(b) each Contract Year,</p> <p>the CEB shall establish in favour of the Project Company an irrevocable and unconditional standby letter of credit (the "CEB Letters of Credit") issued by a bank in Sri Lanka reasonably acceptable to the Project Company and in the form set out in Part A of Schedule 10 (Letter of Credit), to be denominated in Rupees. The CEB Letters of Credit shall have stated amounts calculated in accordance with Clause 8.7.1(iv) and CEB Letter of Credit shall be available to be drawn for a period of not less than twelve Contract Months from its first stated date of validity and the CEB shall cause the CEB Letters of Credit to be renewed or replaced by letters of credit in the same form not later than thirty Days prior to their respective expiry;</p> <p>(ii) the Project Company may draw upon the CEB Letter of Credit provided the Project Company gives the CEB at least seven Days prior notice in writing that the amount is due and owing:</p> <p>(a) in any amount which the CEB fails to pay (not being a Disputed Amount) three Days following the date of the notice; and</p> <p>(b) in full, if the CEB Letters of Credit are not renewed or replaced in accordance with Clause 8.7.1(i);</p> <p>(iii) if the Project Company draws the full amount of any of the CEB Letter of Credit pursuant to Clause 8.7.1(ii) (b), the Project Company shall deposit the whole of such drawn amount into an</p> | | |

interest bearing account, denominated in Rupees and established with a reputable bank in Sri Lanka and notified by the Project Company to the CEB by no later than 2 days before the Commercial Operation Date and which shall be used solely for this purpose by the Project Company and designated "[] (Private) Limited, re the CEB Letter of Credit", ("L/C Deposit Account"). The Project Company shall not charge or otherwise grant security interest in favour of any person (other than the Finance Parties) over, or in respect of, deposit held in the L/C Deposit Account. Details (including supporting bank statements) of the L/C Deposit Account and of any payment into or from, and the balance from time to time on, such accounts shall be provided to the CEB upon its request. The Project Company shall hold any amount so drawn and credited to the L/C Deposit Account to be applied first in payment of amount (not being Disputed Amount) then due and payable by the CEB to the Project Company under this Agreement and the balance, if any, shall remain on deposit in the L/C Deposit Account as security for the CEB's performance of its obligations under this Agreement and such amount held in such L/C Deposit Account may only be used by the Project Company in the same circumstances as those allowing the Project Company to draw upon the CEB Letter of Credit pursuant to Clauses 8.7.1(ii)(a). The remaining balance (if any) together with accrued interest shall be returned to the CEB (or paid in accordance with the CEB's directions) promptly after the CEB has re-established the CEB Letters of Credit;

- (iv) the amount of Rupee Letter of Credit required to be maintained throughout the Operational Period shall have an amount (the "L/C Amount") equal to the three times of the Rupee component, of the average Minimum Metered Output Energy Charges payable by the CEB to the Project Company for a month assuming the tariff then in effect.
- (v) in the event of any dispute at any time as to the calculation of the L/C Amount for CEB Letter of Credit, such dispute shall be resolved by an Expert appointed under Part 1 of Schedule 12 (Disputes Resolution Procedure).

8.7.2 The following provisions shall apply to the giving of the Project Company Letter of Credit

- (i) no later than two Days before:
 - (a) the Commercial Operation Date; and
 - (b) each Contract Year,

the Project Company shall establish in favour of the CEB an irrevocable and unconditional standby letter of credit (the "Project Company Letter of Credit") issued by a bank in Sri Lanka reasonably acceptable to CEB and in the form set out in Part B of Schedule 10 (Letter of Credit), denominated in Rupees. The Project Company Letter of Credit shall have stated amount calculated in accordance with Clause 8.7.2(iv) and Project Company Letter of Credit shall be available to be drawn for a period of not less than twelve Contract Months from its first stated date of validity and the Project Company shall cause the Project Company Letter of Credit to be renewed or replaced by letters of credit in the same form not later than thirty Days prior to their respective expiry;

- (ii) the CEB may draw upon the Project Company Letter of Credit provided the CEB gives the Project Company at least seven Days notice in writing that the amount is due and owing:
 - (a) in any amount which the Project Company fails to pay to the CEB three Days following the date of notice; and
 - (b) in full, if the Project Company Letter of Credit are not renewed or replaced in accordance with Clause 8.7.2(i);

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| | <p>(iii) if the CEB draws the full amount of any of the Project Company Letter of Credit pursuant to Clause 8.7.2(ii)(b), the CEB shall deposit the whole of such drawn amount into an interest bearing account, denominated in rupees established with a reputable bank in Sri Lanka and notified by the CEB to the Project Company by no later than 2 Days from the date on which the Letter of credit should have been renewed and which shall be used solely for this purpose by the CEB and designated “Ceylon Electricity Board, re the Project Company Letter of Credit”, (“L/C Deposit Account”). The CEB shall not charge or otherwise grant security interest in favour of any person over, or in respect of, deposit held in the L/C Deposit Account. Details (including supporting bank statement) of the L/C Deposit Account and of any payment into or from, and the balance from time to time on, such account shall be provided to the Project Company upon its request. The CEB shall hold any amount so drawn and credited to the L/C Deposit Account to be applied first in payment of amount then due and payable by the Project Company to the CEB under this Agreement and the balance, if any, shall remain on deposit in the L/C Deposit Account as security for the Project Company's performance of its obligations under this Agreement and such amount held in such L/C Deposit Account may only be used by the CEB in the same circumstances as those allowing the CEB to draw upon the Project Company Letter of Credit pursuant to Clauses 8.7.2(ii)(a). The remaining balance (if any) together with accrued interest shall be returned to the Project Company (or paid in accordance with the Project Company's directions) promptly after the Project Company has re-established the Project Company Letters of Credit;</p> <p>(iv) the amount of Rupee Letter of Credit required to be maintained throughout the Operational Period shall have an amount (the "L/C Amount") equal to the three times of the Rupee component, of the average Minimum Metered Output Energy Charge payable by the CEB to the Company for a month assuming the tariff then in effect;</p> <p>(v) in the event of any dispute at any time as to the calculation of the L/C Amount for any Project Company Letter of Credit, such dispute shall be resolved by an Expert appointed under Part 1 of Schedule 12 (Disputes Resolution Procedure).</p> | | |
| 26 | Volume III | Annex: N/A | Clause: 8.8.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.8.1</p> <p>Details of the Project Company Nominated Bank shall be notified by the Project Company to the CEB for CEB’s approval, with details of the Rupee Ordinary Account not later than thirty Days prior to Scheduled Commercial Operation Date and thereafter no later than thirty Days before any proposed change in such details.</p> | | | |
| 27 | Volume III | Annex: N/A | Clause: 8.9.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.9.1</p> <p>Details of the CEB Nominated Bank shall be notified by the CEB to the Project Company for the Project Company’s approval, with details of the Rupee Ordinary Account not later than thirty Days prior to Scheduled Commercial Operation Date and thereafter no later than thirty Days before any proposed change in such details.</p> | | | |

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| 28 | Volume III | Annex: N/A | Clause: 10.1.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>10.1.1 The Project Company Delay Charge</p> <p>If the Commercial Operation Date has not occurred on or before the Scheduled Commercial Operation Date, the delay charge to be paid by the Project Company in respect of delay under Clause 5.10.3 ("Company Delay Charge") shall be a sum in liquidated damages of LKR 2,500,000 per Day that the Commercial Operation Date is delayed beyond the Scheduled Commercial Operation Date, subject to a limit not exceeding LKR 225,000,000 which shall be the limit of the Project Company's liability to the CEB, and CEB's sole and exclusive remedy, in respect of such delays and such delays shall not entitle the CEB to terminate this Agreement in connection therewith other than pursuant to Clauses 13.1.2 and 13.1.3.</p> | | | |
| 29 | Volume III | Annex: N/A | Clause: 15.6.3 |
| <p><i>Clause 15.6.3 shall be replead from Volume III (Draft Power Purchase Agreement).</i></p> | | | |
| 30 | Volume IV | Annex: N/A | Clause: 5.7. |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>5.7.1 Commissioning and Test Procedures</p> <p>(i) The Project Company shall be responsible for the testing and commissioning of the Transmission Facility in accordance with Part 2 of Schedule 5 (Minimum Functional Specification for Transmission Facility) and shall carry out all acceptance tests thereunder. No later than ninety (90) Days prior to the scheduled commencement of the Commissioning Tests, the Project Company shall provide CEB with detailed Test Procedures in accordance with Part 2 of Schedule 5.</p> <p>(ii) The Project Company shall provide to CEB, within fifteen (15) Days after the Commercial Operation Date, a report of all test results for the Commissioning Tests duly certified by Engineer.</p> | | | |
| 31 | Volume IV | Annex: N/A | Clause: 5.7.2 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>5.7.2</p> <p>Not less than sixty (60) Days prior to the date on which the Project Company intends to begin Commissioning the Transmission Facility, the Project Company shall prepare and submit to the CEB for its approval of the Commissioning Test, which approval shall not to be unreasonably withheld, a commissioning programme and a testing plan containing the following;</p> <p>(i) details of the dates on which it wishes to commence each individual Commissioning Test, (each a "Test") in accordance with Part 2 of Schedule 5 (Minimum Functional Specification for Transmission Facility); and</p> <p>(ii) in respect of each Day of each proposed Test (a "Proposed Testing Day"), a schedule detailing the proposed commencement and duration of the specific tests to be conducted (each such schedule of operation being a "Testing Schedule").</p> | | | |

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| 32 | Volume IV | Annex: N/A | Clause: 5.11.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>5.11.1</p> <p>CEB may supply electrical energy to the Project Company within ninety Days on receipt of an application from the Project Company for a supply of electrical energy from the CEB System at a quantum as may be requested for the purpose of construction of Transmission Facility. The Project Company shall make the payments to the CEB for the electrical connection supply within a week on receipt of the invoice from the CEB. Such amounts of electrical energy shall be supplied and charged to the Project Company by CEB on the same terms and condition including relevant tariff applicable to supply of electrical energy by CEB to its respective consumers at the time of supply and shall be payable by the Project Company to CEB in accordance with such terms and conditions.</p> <p>Notwithstanding the foregoing, the Project Company shall be responsible for arranging electricity generator to meet the electricity requirements during the Construction Period. Insufficient or interrupted supply or failure to supply electrical energy by CEB to the Project Company shall not be considered a breach on the part of CEB.</p> | | | |
| 33 | Volume IV | Annex: N/A | Clause: 5.11.2 |
| <p><i>Clause 5.11.2 shall be replead from Volume IV (Draft Contract for Development of Transmission Facility).</i></p> | | | |
| 34 | Volume IV | Annex: N/A | Clause: 8.1.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.1.1</p> <p>The Project Company shall submit an invoice to the CEB no later than 1200 Hours on the fifth Day of January and July (each being referred to as the “Payment Month”) or, if such Day is not a Business Day, on the preceding Business Day commencing with the Payment Month following the Contract Month in which the Commercial Operation Date occurs, and such invoice which shall be submitted not less than one hundred fifty Days after the previous invoice (the "Semi-annual Invoice") and shall state;</p> <ul style="list-style-type: none"> (i) Transmission facility annuity payment of [semi-annuity amount] USD; (ii) any other sums due and payable from the CEB to the Project Company under this Transmission Agreement; and (iii) the amount of any Sales Taxes, the applicable rate or rates at which Sales Taxes are calculated on the component elements of the amount invoiced and the total sum payable by the CEB inclusive and exclusive of any such Sales Taxes. <p>The above annuity payments shall be converted to LKR at the time of payment utilizing the middle exchange rate published by Central Bank of Sri Lanka applicable on invoice date. All the payments shall be in LKR and in accordance with the terms of this agreement.</p> | | | |

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| 35 | Volume IV | Annex: N/A | Clause: 8.5.1 |
| <i>Clause 8.5.1 shall be replead from Volume IV (Draft Contract for Development of Transmission Facility).</i> | | | |
| 36 | Volume IV | Annex: N/A | Clause: 8.7 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.7 Letters of Credit</p> <p>8.7.1 The following provisions shall apply to the giving of the CEB Letters of Credit:</p> <ul style="list-style-type: none"> (i) no later than two Days before: <ul style="list-style-type: none"> a) the Commercial Operation Date; and b) each Contract Year, <p>the CEB shall establish in favour of the Project Company an irrevocable and unconditional standby letter of credit (the "CEB Letter of Credit") issued by a bank in Sri Lanka reasonably acceptable to the Project Company and in the form set out in Part A of Schedule 12 (Form of CEB Irrevocable Standby Letters of Credit), to be denominated in Rupees. The CEB Letters of Credit shall have stated amounts calculated in accordance with Clause 8.7.1(iv) and shall be available to be drawn for a period of not less than twelve Contract Months from its first stated date of validity and the CEB shall cause the CEB Letter of Credit to be renewed or replaced by letter of credit in the same form not later than thirty Days prior to their respective expiry;</p> (ii) the Project Company may draw upon the CEB Letter of Credit provided the Project Company gives the CEB at least seven Days prior notice in writing that the amount is due and owing: <ul style="list-style-type: none"> a) in any amount which the CEB fails to pay (not being a Disputed Amount) three Days following the date of the notice; and b) in full, if the CEB Letters of Credit are not renewed or replaced in accordance with Clause 8.7.1(i); (iii) if the Project Company draws the full amount of any of the CEB Letters of Credit pursuant to Clause 8.7.1(ii)(b), the Project Company shall deposit the whole of such drawn amounts into an interest bearing account, denominated in Rupees, established with a reputable bank in Sri Lanka and notified by the Project Company to the CEB by no later than 2 Days from the date on which the Letters of Credit should have been renewed and which shall be used solely for this purpose by the Project Company and designated "[] (Private) Limited, the CEB Letter of Credit", ("L/C Deposit Account"). The Project Company shall not charge or otherwise grant security interests in favour of any person (other than the Finance Parties) over, or in respect of, deposit held in the L/C Deposit Account. Details (including supporting bank statements) of the L/C Deposit Accounts and of any payment into or from, and the balance from time to time on, such account shall be provided to the CEB upon its request. The Project Company shall hold any amounts so drawn and credited to the L/C Deposit Account to be applied first in payment of amount (not being Disputed Amounts) then due and payable by the CEB to the Project Company under this Transmission Agreement and the balance, if any, shall remain on deposit in the L/C Deposit Account as security for the CEB's performance of its obligations under this Agreement and such amounts held in such L/C Deposit Accounts may only be used by the Project Company in the same circumstances as those allowing the Project | | | |

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| | <p>Company to draw upon the CEB Letters of Credit pursuant to Clauses 8.7.1(ii)(a). The remaining balance (if any) together with accrued interest shall be returned to the CEB (or paid in accordance with the CEB's directions) promptly after the CEB has re-established the CEB Letters of Credit;</p> <p>(iv) the amount of each Rupee Letter of Credit required to be maintained throughout the Transmission Facility Payment Period shall have an amount (the "L/C Amount") equal to the Rupee value of the Transmission Facility Payment converted using Reference Exchange Rate on LC establishing.</p> <p>(v) in the event of any dispute at any time as to the calculation of the L/C Amount for any CEB Letter of Credit, such dispute shall be resolved by an Expert appointed under Part 1 of Schedule 15 (Disputes Resolution Procedure).</p> | | |
| 37 | Volume IV | Annex: N/A | Clause: 8.8.1 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>8.8.1</p> <p>Details of the Project Company Nominated Bank shall be notified by the Project Company to the CEB for the CEB's approval, together with details of the Rupee Ordinary Account not later than thirty Days prior to Scheduled Commercial Operation Date and thereafter no later than thirty Days before any proposed change in such details.</p> | | |
| 38 | Volume IV | Annex: N/A | Clause: 10.1.1 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>10.1.1 The Project Company Delay Charge</p> <p>If the Commercial Operation Date has not occurred on or before the Scheduled Commercial Operation Date, the delay charge to be paid by the Project Company in respect of delay under Clause 5.10.3 ("Project Company Delay Charge") shall be a sum in liquidated damages of LKR 2,500,000 per Day that the Commercial Operation Date is delayed beyond the Scheduled Commercial Operation Date subject to a limit not exceeding LKR 225,000,000. These liquidated damages shall be the limit of the Project Company's liability to the CEB, and CEB's sole and exclusive remedy, in respect of such delays and such delays shall not entitle the CEB to terminate this Transmission Agreement in connection therewith other than pursuant to Clauses 13.1.2 and 13.1.3.</p> | | |
| 39 | Volume IV | Annex: N/A | Clause: 10.1.2 |
| | <p><i>Respective clause shall be replaced as follows;</i></p> <p>10.1.2 The CEB Delay Charge</p> <p>If the Commercial Operation Date has not occurred on or before the Scheduled Commercial Operation Date, the delay charge to be paid by the CEB in respect of delay under Clause 5.13 ("CEB Delay Charge") shall be a sum in liquidated damages of LKR 2,500,000 per Day that the Commercial Operation Date is delayed beyond the Scheduled Commercial Operation Date subject to a limit not exceeding LKR 225,000,000. These liquidated damages shall be the limit of the CEB's liability to the Project Company, and Project Company's sole and exclusive remedy, in respect of such delays, and such delays shall not entitle the Project Company to terminate this Agreement in connection therewith other than pursuant to Clauses 13.2.2 and 13.2.3.</p> | | |

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| 40 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Construction Performance Bond” shall be replaced as follows;</i></p> <p>Construction Performance Bond: Means the construction performance security for an amount of USD 8.93 million or equivalent LKR to be issued by an entity approved by the CEB and in the form of Schedule 18 (Form of Construction Performance Bond) to be delivered by the Project Company to the CEB pursuant to Clause 5.3.2(i). The Construction Performance Bond may be applied to the payment of liquidated and any other damages and accrued interest thereon payable by the Project Company to the CEB during the Construction Period;</p> | | | |
| 41 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Preliminary Obligation Bond” shall be replaced as follows;</i></p> <p>Preliminary Obligation Bond: Means the bond substantially in the format given in Volume I (Instructions to Project Proponents), Annexure XII of the RFP Document.</p> <p><i>‘ANNEX XII: FORM OF PRELIMINARY OBLIGATION BOND’ also issued with this amendment.’</i></p> | | | |
| 42 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Preliminary Period” shall be replaced as follows;</i></p> <p>Means the period commencing on the Execution Date and, ending on the earlier of:</p> <ul style="list-style-type: none"> (i) 2400 Hours on the Day falling 90 (ninety) Days thereafter; and (ii) 2400 Hours on the Day on which the Project Company gives the CEB the Construction Notice; | | | |
| 43 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Project Company Nominated Bank” shall be replaced as follows;</i></p> <p>Project Company Nominated Bank: In relation to the Agreement, means the bank in Colombo selected by the Project Company, at which the Project Company shall maintain the Rupee Ordinary Account, as notified by the Project Company to the CEB and approved by the CEB in accordance with Clause 8.8; and</p> <p>In relation to the Transmission Agreement, means the bank in Colombo selected by the Project Company, at which the Project Company shall maintain the Rupee Ordinary Account, as notified by the Project Company to the CEB and approved by the CEB in accordance with Clause 8.8.</p> | | | |
| 44 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Right of Way Agreement” shall be replaced as follows;</i></p> <p>Right of Way Agreement: -Not Applicable-</p> | | | |

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| 45 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Termination Point” shall be replaced as follows;</i></p> <p>Termination Point: In relation to the PPA, means the interconnection points of the Solar Park facility with the Transmission facility and as indicated under Schedule 2 (Plans and Drawings).</p> | | | |
| 46 | Volume VII | Annex: N/A | Schedule: 1 |
| <p><i>Definition of the “Transmission Facility” shall be replaced as follows;</i></p> <p>Transmission Facility: Siyambalanduwa Solar Collector GSS, 132 kV overhead transmission line of approximately 27 km from Solar Park Facility to CEB grid sub-station at Monaragala and necessary upgrades at Monaragala grid sub-station for interconnection.</p> | | | |
| 47 | Volume VII | Annex: N/A | Schedule: 5 |
| <p><i>Following paragraph of the ‘clause 5.2.2’ shall be repealed;</i></p> <p>The Solar Park Facility will be located in the allotted land comprising up to 160 hectares as shown in the map included in Annex II of Volume VII.</p> <p><i>And replaced with;</i></p> <p>The Solar Park Facility will be located in the allotted land comprising up to 200 hectares as shown in the map included in Annex XI of Volume I.</p> | | | |
| 48 | Volume VII | Annex: N/A | Schedule: 5 |
| <p><i>Following paragraph of the ‘clause 5.3, 1. General’ shall be repealed;</i></p> <p>Solar PV Power Plant shall be connected to Siyambalanduwa Solar Collector Substation (SCS) which will be constructed under the Development of 100 MW_{AC} Solar Park Facility. Siyambalanduwa SCS will be a feeder transformer substation which will be located in the village of Siyambalanduwa in Monaragala District. Grid interconnection of the Solar Park Facility will be at the 33 kV voltage level. Siyambalanduwa Solar Collector Substation shall be constructed as per the scope of works document for the SCS. Conceptual Point of Connection (PoC) of the Solar Park Facility will be at the 33 kV side of the two (2) 33/132 kV step up transformers whereas the physical connection will be at the eight (8) 33 kV feeder bays.</p> <p><i>And replaced with;</i></p> <p>Solar PV Power Plant shall be connected to Siyambalanduwa Solar Collector Substation (SCS) which will be constructed under the Development of 100 MW_{AC} Solar Park Facility. Siyambalanduwa SCS will be a feeder transformer substation which will be located in the village of Siyambalanduwa in Monaragala District. Grid interconnection of the Solar Park Facility will be at the 33 kV voltage level. Siyambalanduwa Solar Collector Substation shall be constructed as per the scope of works document for the SCS.</p> | | | |

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| 49 | Volume VII | Annex: N/A | Schedule: 5 |
| <p><i>Following paragraph of the 'clause 5.3, 4. Voltage Variation Capability' shall be repealed;</i></p> <p>Rated voltage at the PoC is 33 kV, whilst frequency is 50 Hz, with R-Y-B counter-clockwise phase rotation complying to the proposed grid code. Solar Park Facility shall be capable of delivering the declared active and reactive power outputs within the voltage variations specified in Clause 1.3 of Chapter 1 of this document complying to the requirements in proposed grid code. The maximum voltage variation at the 132 kV bus at Siyambalanduwa Solar Collector Substation is +10% of the nominal voltage (not violating the 33 kV bus maximum voltage limits).</p> <p><i>And replaced with;</i></p> <p>Rated voltage at the PoC is 33 kV, whilst frequency is 50 Hz, with R-Y-B counter-clockwise phase rotation complying to the proposed grid code. Solar Park Facility shall be capable of delivering the declared active and reactive power outputs within the voltage variations specified in Clause 1.3 of Appendix 5-B_Volume VII and to the requirements in CEB grid code. The maximum voltage variation at the 132 kV bus at Siyambalanduwa Solar Collector Substation is +10% of the nominal voltage (not violating the 33 kV bus maximum voltage limits).</p> | | | |
| 50 | Volume VII | Annex: N/A | Schedule: 8 |
| <p><i>Following paragraph of the 'clause 8.1 Annual Energy Forecast' shall be repealed;</i></p> <p>however, the Project Company shall have no liability to CEB in the event that actual amount of electrical energy delivered to CEB, available capacity or the times of said delivery, differ from the amounts or times shown in said forecasts if the change in output is due to differing weather patterns.</p> <p><i>And replaced with;</i></p> <p>However, the Project Company shall have no liability to CEB in the event that actual amount of electrical energy delivered to CEB, available capacity or the times of said delivery, differ from the amounts or times shown in Annual Energy Forecast if the change in output is due to differing weather patterns.</p> | | | |
| 51 | Volume VII | Annex: N/A | Schedule: 8 |
| <p><i>Clause 8.2 shall be replaced as follows;</i></p> <p>8.2 Monthly Energy Forecast</p> <p>The Project Company shall provide the CEB following data on monthly basis:</p> <ul style="list-style-type: none"> (i) Minimum monthly output, (ii) Maximum monthly output, (iii) Half hourly irradiance level (W/m²) expected at site, (iv) Half hourly energy expected to generate by each day, <p>throughout the Term of this Agreement in a suitable electronic format.</p> | | | |

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| 52 | Volume VII | Annex: N/A | Schedule: 9 |
| | <i>Schedule 9 (Energy Charge) in the issued RFP shall be repealed and be replaced with ‘Schedule 9 (Energy Charge)’ attached to this addendum.</i> | | |
| 53 | Volume VII | Annex: N/A | Schedule: 10 |
| | <p><i>following clause in Schedule 10 (Financial Evaluation) shall be repealed;</i></p> <p>1. The Present Value (PV) of the payments for Transmission Facility shall be equal or less than the engineering cost estimate of USD 21 million.</p> <p><i>and be replaced with;</i></p> <p>1. The Net Present Value (NPV) of the payments for Transmission Facility shall be equal or less than the ceiling value of USD 21 million +30%.</p> | | |
| 54 | Volume VII | Annex: N/A | Schedule: 12 Part B |
| | <p><i>Part B shall be replaced as follows;</i></p> <p>FORM OF PROJECT COMPANY IRREVOCABLE STANDBY LETTER OFCREDIT</p> <p>Part B of this Schedule accommodates Form of Project Company Letters of Credit for the Power Purchase Agreement.</p> <p>[<i>Similar format as ‘FORM OF CEB IRREVOCABLE STANDBY LETTER OF CREDIT’</i>]</p> <p>DRAWING CERTIFICATE</p> <p>[<i>Similar format as ‘CEB DRAWING CERTIFICATE’</i>]</p> | | |
| 55 | Volume VII | Appendix: 3-A | Drawing: TD/CE/1/197/D/01/01 |
| | <p><i>Drawing Nos: TD/CE/1/197/D/01/01-A & TD/CE/1/197/D/01/01-B shall be replaced by drawing Nos: TD/CE/1/197/D/01/01/02-A to H.</i></p> <p><i>(Included in CD given during Pre-bid meeting).</i></p> | | |
| 56 | Volume VII | Appendix: 3-A | Drawing: TD/CE/1/197/D/01/01 |
| | <p><i>Drawing Nos: TD/CE/1/197/D/01/01/03-A to H are added to Appendix 3-A of Volume VII.</i></p> <p><i>(Included in CD given during Pre-bid meeting).</i></p> | | |
| 57 | Volume VII | Appendix: 3-B | Drawing: TD/CE/1/211/D/00/01-B |
| | <p><i>Drawing ‘TD/CE/1/211/D/00/01-B: Rev 0’ shall be replaced by drawing ‘TD/CE/1/211/D/00/01-B: Rev 1’</i></p> <p><i>(Attached to this Amendment).</i></p> | | |

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| 58 | Volume VII | Appendix: 3-B | Drawing: TD/CE/1/211/D/00/01-C |
| | <p>Drawing 'TD/CE/1/211/D/00/01-C: Rev 0' shall be replaced by drawing 'TD/CE/1/211/D/00/01-C: Rev 1' (Attached to this Amendment).</p> | | |
| 59 | Volume VII | Appendix: 3-B | Drawing: TD/CE/1/211/D/01/01-C |
| | <p>Drawing 'TD/CE/1/211/D/01/01-C: Rev 0' shall be replaced by drawing TD/CE/1/211/D/01/01-C: Rev 1' (Attached to this Amendment).</p> | | |
| 60 | Volume VII | Appendix: 4-A | Clause: 1.2 |
| | <p>Following paragraph in the Clause '1.2 EXTENT OF CONTRACT' shall be repealed:</p> <p>'The preliminary survey will be carried out by the Employer. Profile Survey, including the check survey, plotting of support positions and pegging out, shall be carried out by the Contractor. The Contractor shall be responsible for terminating the phase conductors and earth wire connections at the substation gantry. The OPGW connections shall be terminated at the communication room of the respective grid substations. The construction will require the necessary skills and equipment to work near energised transmission lines.'</p> <p>and replaced by;</p> <p>'The preliminary survey and the profile survey will be carried out by CEB. A check survey, plotting of support positions and pegging out shall be carried out by the contractor. However, in the areas where the line route changes during the course of the project due to objections or any such enforceable conditions, the preliminary survey and the profile surveys shall also be carried out by the contractor.</p> <p>The profile design carried out in PLS CAD software package will be provided by CEB to the successful project proponent. Changes to the profile designs arise due to the subsequent alterations shall be carried out by the contractor.</p> <p>The Contractor shall be responsible for terminating the phase conductors and earth wire connections at the substation gantry. The OPGW connections shall be terminated at the communication room of the respective grid substations. The construction will require the necessary skills and equipment to work near energised transmission lines.'</p> | | |
| 61 | Volume VII | Appendix: 4-A | Clause: 1.2.8 |
| | <p>Following 'Note' shall be added to the end of clause '1.2.8 FOUNDATIONS'</p> <p>Note: The quantities of foundations mentioned in Schedule No. 4, Civil works Installation & Other services, Sub Clause 1.4.1 of Appendix 2-A of Volume II are indicative quantities only. It is the responsibility of the contractor to perform the soil investigation tests as prescribed in Appendix 5-A of Volume VII and propose foundation type for each tower location.</p> | | |

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| 62 | Volume VII | Appendix: 4-B | Clause: 1.1.3 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>1.1.3 MISCELLANEOUS WORKS IN OTHER GRID SUBSTATIONS</p> <p><u>Monaragala (Remote end of Siyabalanduwa)</u></p> <p>Reference shall be made to Clause 1.2.2.4.2.1. Main 1 and Main 2, matching control and protection IEDs shall be supplied for Monaragala substation.</p> <p>Required modifications/ extensions to the existing Substation Automation System at Monaragala GSS. (Note: existing Monaragala GSS is remotely controlled & monitored at the Badulla GSS)</p> <p>Reference shall be made to Clause 1.2.1.6 (remote end of Siyabalanduwa) for Required Communication System modifications at remote ends.</p> | | | |
| 63 | Volume VII | Appendix: 4-B | Clause: 1.2.1.5.5 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>1.2.1.5.5 Energy Metering panels comprising with</p> <p>Two separate sets of meter panels named as Transco and Disco are required where each set includes Energy meters for Transformers and spare feeders. Meter sets for 06 nos. of solar park feeders are included in the scope of solar park facility. These meters shall be provided and installed as indicated in the related clauses.</p> <p>-Transco Energy Metering panel set:</p> <p style="padding-left: 40px;">Energy meters with modems as specified in chapter 9 of the Technical Specification-Grid Substation for Transformers and 36 kV feeders.</p> <p>-Disco Energy Metering panel set:</p> <p style="padding-left: 40px;">Energy meters with modems as specified in chapter 9 of the Technical Specification-Grid Substation for Transformers and 36 kV feeders.</p> <p>-Ethernet Network Switch:</p> <p style="padding-left: 40px;">Ethernet switches for each set of Transco and Disco panels as specified in chapter 9 of the Technical Specification-Grid Substation.</p> | | | |
| 64 | Volume VII | Appendix: 4-B | Clause: 1.2.2.4.1 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>1.2.2.4.1 Modification to Substation Automation System: -</p> <p style="padding-left: 40px;">01 No. Engineering Workstation (EWS) with two 27' Monitors</p> | | | |

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| | <p>01 No. An industrial type layer 2 Manageable Gigabit Ethernet Switches and Ethernet connections to connect Operator Workstation 1 (HMI-1), Operator Workstation 2 (HMI-2), Engineering Workstation (EWS), Gateway 1, and Gateway 2.</p> <p>01 No. Next-Generation Firewalls To connect Industrial type layer 2 Manageable Gigabit Ethernet Switch and Communication multiplexer.</p> <p>02 Nos. An industrial type layer 2 Manageable Ethernet Switches and connections For line bays</p> <p>CEB will carry out integration work of new control & protection IEDs to existing Substation Automation Systems at Monaragala Grid Substation after providing training for existing SAS at Monaragala GS, as per module 14.2.6 Training Module No. 6: Substation Automation for Two (02) Engineers of Substation Automation System Unit of Control & Protection – Transmission for 15 days from the original equipment manufacturer.</p> <p>New control & protection IEDs as per the scope shall be connected to the existing Ethernet network using protected fibre optic cables. Ethernet switches shall be supplied and installed as per the typical SAS architecture drawing. Relevant configuration files of new IEDs and Ethernet switches such as ICD and CID shall be handed over to CEB with the licensed software. Existing SCD with the single line shall be updated including new IEDs. The updated SCD shall be handed over to CEB in advance to implement SAS integration work.</p> <p>Field signal originating associated with SAS commissioning tests shall be carried out by the contractor as per the Site Acceptance Tests and Commissioning section of Clause: 5.24 of Chapter 5, Technical Specification for Grid Substation.</p> <p>(Note: Currently, Monaragala GSS is controlled and monitored at Badulla GSS)</p> | | |
| 65 | Volume VII | Appendix: 4-B | Clause: 1.3.1.1.3 |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>1.3.1.1.3 Site formation and up keeping</p> <p>a) Cutting and filling earth.</p> <p style="padding-left: 40px;">-Formation level shall be 1m above high flood level.</p> <p>b) Rock excavation</p> <p style="padding-left: 40px;">-As required</p> <p>c) Earth retaining structures</p> <p style="padding-left: 40px;">- Earth retaining walls</p> <p style="padding-left: 40px;">Adequate erosion protection (retaining wall for the boundary) where required.</p> <p style="padding-left: 40px;">- All the embankments shall be protected as per specifications and drawings.</p> <p style="padding-left: 40px;">-Rubble pitching work</p> <p>d) Anti Termite soil treatment</p> <p style="padding-left: 40px;">- Anti termite treatment with more than 10 years guaranty shall be done for the control building area and site office area.</p> <p>e) Surface Chipping</p> <p style="padding-left: 40px;">- Area covered by the earth mat.</p> | | | |

| 66 | Volume VII | Appendix: 4-B | Clause: 1.3.1.2.7 | | | | | | | | | |
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| <p><i>Clause '1.3.1.2.7 Fence, Gates and Boundary Walls' removed from the scope. Hence this section shall be repealed.</i></p> | | | | | | | | | | | | |
| 67 | Volume VII | Appendix: 4-B | Clause: 1.3.4 | | | | | | | | | |
| <p><i>Respective clause shall be replaced as follows;</i></p> <p>1.3.4 TRAINING</p> <p>The contractor shall provide the following training modules at OEM premises as specified in clause 14.2 of Technical Specification - Grid Substation;</p> <table border="1" data-bbox="245 692 1463 1093"> <thead> <tr> <th data-bbox="245 692 866 748">Module Description</th> <th data-bbox="866 692 1019 748">Duration</th> <th data-bbox="1019 692 1463 748">No. of CEB Officers</th> </tr> </thead> <tbody> <tr> <td data-bbox="245 748 866 920"> <p>Training for SAS for Siyabalanduwa GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6:</p> </td> <td data-bbox="866 748 1019 920">15 days</td> <td data-bbox="1019 748 1463 920">Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission.</td> </tr> <tr> <td data-bbox="245 920 866 1093"> <p>Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6</p> </td> <td data-bbox="866 920 1019 1093">15 days</td> <td data-bbox="1019 920 1463 1093">Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission.</td> </tr> </tbody> </table> | | | | Module Description | Duration | No. of CEB Officers | <p>Training for SAS for Siyabalanduwa GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6:</p> | 15 days | Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission. | <p>Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6</p> | 15 days | Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission. |
| Module Description | Duration | No. of CEB Officers | | | | | | | | | | |
| <p>Training for SAS for Siyabalanduwa GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6:</p> | 15 days | Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission. | | | | | | | | | | |
| <p>Training for existing SAS for Monaragala GS Substation Automation Systems, covering the module is given in 14.2.6 Training Module No. 6</p> | 15 days | Two (02) Engineers from Substation Automation System Unit of Control & Protection – Transmission. | | | | | | | | | | |

ANNEX XII: FORM OF PRELIMINARY OBLIGATION BOND

WHEREAS _____ of _____,

a Company incorporated in Sri Lanka (hereinafter called and referred to as the "Company") has entered into a Power Purchase Agreement (hereinafter called and referred to as "the Power Purchase Agreement") with the Ceylon Electricity Board;

AND WHEREAS under the terms of the Request for Proposals No. TR/RED&PM/ICB/2022/002/C (Volume I, Instructions to Project Proponents) the Company is bound and obliged to furnish a Preliminary Obligation Bond to secure the due performance of the Company during the Preliminary Period in terms of the Power Purchase Agreement;

AND WHEREAS at the request of the Company,
we _____ of
a Commercial Bank having its registered office at

are agreeable to and desirous of giving such a Preliminary Obligation Bond;

WE HEREBY irrevocably undertake and are bound and obliged to pay to the Ceylon Electricity Board unconditionally and without demur any sum of money and not exceeding a sum of US\$ _____ on their first demand.

Every demand hereunder shall be in writing and signed by the General Manager of the Ceylon Electricity Board (or by any person for the time being acting in or performing the functions of the General Manager) and shall be accompanied by a statement to the effect that the Company has failed and/or neglected to perform its obligations under the Power Purchase Agreement.

For all purposes connected with and relating to this Preliminary Obligation Bond, every such demand shall be conclusive proof that the amount so demanded is lawfully due under this Preliminary Obligation Bond.

The rights and remedies of the Ceylon Electricity Board hereunder shall be deemed to be in addition to and not in substitution of any of the rights and remedies of the Ceylon Electricity Board under the Power Purchase Agreement and this Preliminary Obligation Bond shall not be prejudiced or affected by any indulgence or forbearance of the Ceylon Electricity Board towards the Company in connection with the Power Purchase Agreement.

This Preliminary Obligation Bond shall be valid and binding and shall remain in full force and effect up to and including the _____ and thereafter shall be null and

void and of no force or effect (whether the original hereof is returned or not) except in respect of any demand made on or before the aforesaid_____.

IN WITNESS whereof this Preliminary Obligation Bond has been signed by the authorised signatories of the aforesaid _____ on this day of _____ 2022.

Authorised Signatory

Name:

Designation:

Authorised Signatory

Name:

Designation:

Schedule 9 - Energy Charge

(Issued with Addendum -1)

9.1 General

This Schedule accommodates Energy Charge for the Power Purchase Agreement.

9.1.1 Curtailed Monthly Output

For any dispatch requirement or grid outage, the Project Company shall record each 15-minute interval which is curtailed, and the setpoint (in MW) at which the Solar Park Facility is curtailed to.

In order for the interval to be a valid curtailment interval, the following conditions must all be met:

- the average in-array plane irradiance for the interval is greater than 50W/m².
- The SCADA system recorded the interval as a curtailed interval.
- The power output (in MW) of the Solar Park Facility is within ±2% of the curtailment setpoint (in MW) for that interval.

a) Then the quantity of Curtailed Monthly Output shall be calculated as follows:

$$\text{Curtailed M. O.} = \sum_{n=1}^N \left(\left(PR_{\text{month}} \times \frac{Hn}{H_{STC}} \times P_{STC} \right) - E_n \right)$$

Where:

n = A 15-minute interval which was curtailed.

N = Total number of curtailed intervals 'n'

PR_{month} = The overall system performance ratio as determined by the Generation Model Report for the facility (as provided by Project Company and attached as Schedule 22) for the specific month of the bill.

Hn = The amount of in-array plane irradiance energy as measured by the on-site weather station received during the curtailed 15-minute interval 'n' (Wh/m²). If there is more than one operational weather station, then the average readings from the stations are to be used.

H_{STC} = 1,000W/m²

P_{STC} = The total nameplate power (at standard test conditions) of all the installed PV modules (MWp)

E_n = Delivered Electrical Energy as measured by the Metering System during the interval 'n' (MWh)

However, energy calculation from $\left(PR_{\text{month}} \times \frac{Hn}{H_{STC}} \times P_{STC} \right)$ shall not exceed the maximum possible energy generation for the interval 'n' considering maximum AC output capacity of the Solar Park Facility.

b) Shortfall of energy shall be calculated as follows:

$$\text{Shortfall} = \text{Minimum M.O.} - (\text{Delivered M.O.} + \text{Curtailed M.O.})$$

If Shortfall < 0, then set Shortfall = 0 (i.e. Shortfall can never be negative).

9.1.2 Purchase of Electrical Energy and Curtailed Energy

CEB will pay for the Electrical Energy every calendar month based on the following scenarios:

(a) If:

$$\text{Minimum M.O.} \leq \text{Delivered M.O.} \leq \text{Maximum M.O.}$$

Then:

All Delivered M.O. shall be purchased by CEB at the rate of Rate (Metered Output)

(b) Otherwise, if:

$$\text{Delivered M.O.} > \text{Maximum M.O.}$$

Then:

The Maximum M.O. shall be purchased by CEB at the rate of Rate (Metered Output) also referring to the Clauses 7.3 and 7.4.

(c) Otherwise, if:

$$\text{Delivered M.O.} < \text{Minimum M.O.}$$

Then,

(i) If there have been no valid curtailment intervals recorded in the month:

all Delivered M.O. shall be purchased by CEB at the rate of Rate (Metered Output).

And

all Shortfall as calculated in accordance with above 9.1.1(b) shall be compensated to CEB by the Project Company at the rate of Rate (Performance LD),

Or,

(ii) If there has been valid curtailment intervals recorded in the month:

Then, if

$$\text{Delivered M.O.} + \text{Curtailed M.O.} \geq \text{Minimum M.O.}$$

The Minimum M.O. shall be purchased by CEB at the rate of Rate (Metered Output).

Otherwise, if

$$(\text{Delivered M.O.} + \text{Curtailed M.O.}) < \text{Minimum M.O.}$$

Then:

All Delivered M.O. shall be purchased by CEB at the rate of Rate (Metered Output).

Plus:

All Curtailed M.O. as calculated in accordance with clause 9.1.1 (a) shall be purchased by CEB at the rate of Rate (Metered Output).

And:

All Shortfall as calculated in accordance with clause 9.1.1 (b) shall be compensated to CEB by the Project Company at the rate of Rate (Performance LD).

9.1.3 Rates

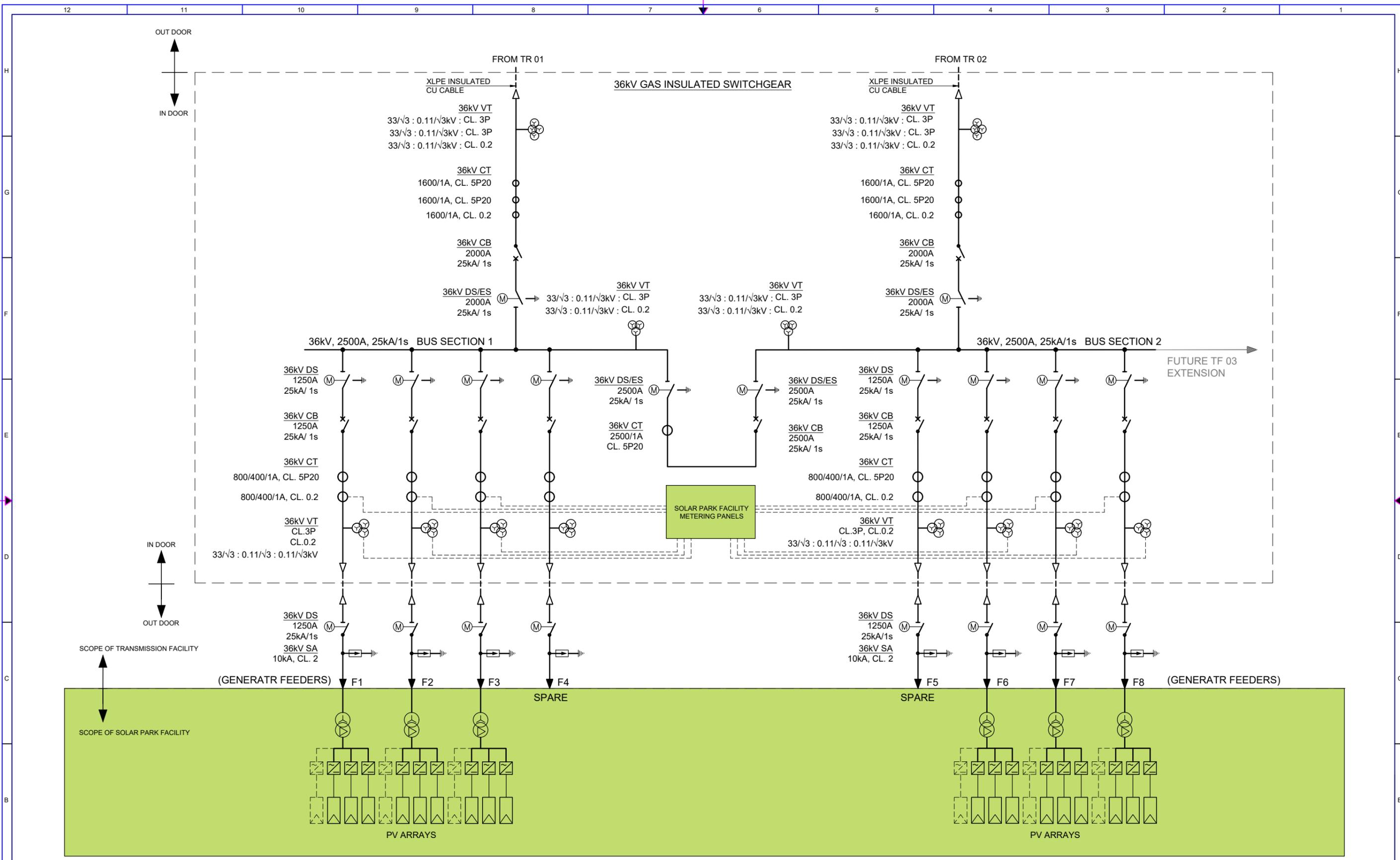
- Rate (Metered Output) = [xx] USD per kWh delivered
- Rate (Performance LD) = [1.5 times Rate (Metered Output)] USD per kWh not delivered
- Rate (Surplus Energy) = [Zero] USD per kWh delivered

(Details related to Surplus Energy have been included in generic form in the PPA; however, it is decided that no payments will be made for Surplus Energy.

Property of
CEB Tr. Design Branch

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NOTE-
* 36kV OUTDOOR MOTOR OPERATED DS SHALL BE INCLUDED IN THE 36kV GIS INTERLOCK SCHEME.

- SCOPE OF SOLAR PARK FACILITY

| Revision Record | | | | | |
|-----------------|------|-------------|-------|---------|----------|
| Rev. No. | Date | Description | Drawn | Checked | Approved |
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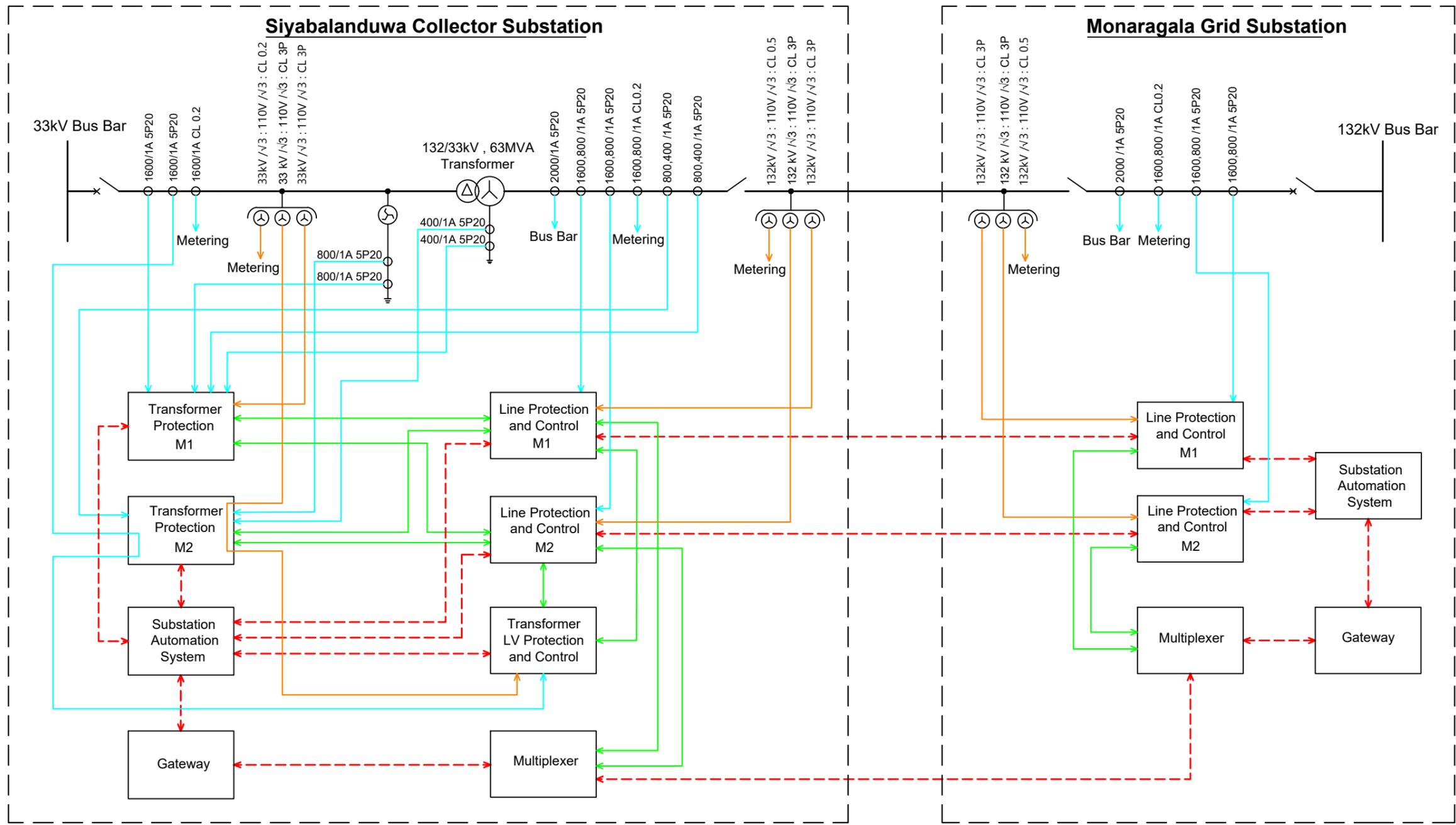
CEYLON ELECTRICITY BOARD
TRANSMISSION DESIGN

Project Title
SIYABALANDUWA SOLAR COLLECTOR PROJECT

Funding Agency

Drawing Title
PROPOSED SINGLE LINE DIAGRAM AT
SIYABALANDUWA SOLAR COLLECTOR GSS
(PART 2)

| | | | |
|--------------------------------|-----------|---------------|------------|
| Scale - NTS | Rev. Date | Signature | Date |
| Size - A3 | | Anusha Iranga | 28.03.2022 |
| Sheet 2 of 2 | Rev. 1 | | |
| Dwg. No. TD/CE/1/211/D/00/01-B | | Released for | |
| | | Tendering | |
| | | Construction | |



Legend

- CT Circuit
- - - Fibre Optic Cable
- Hard Wired Circuit
- VT Circuit

| Revision Record | | | | | |
|-----------------|------|-------------|-------|---------|----------|
| Rev. No. | Date | Description | Drawn | Checked | Approved |
| | | | | | |
| | | | | | |



Project Title
SIYABALANDUWA SOLAR COLLECTOR PROJECT

Funding Agency

Drawing Title
CONCEPTUAL PROTECTION SCHEME FOR
SIYABALANDUWA SOLAR COLLECTOR GSS

| | | | | |
|--------------------------------|------------|--------------|--------------|------------|
| Scale - NTS | Rev. Date | Drawn | Signature | Date |
| Size - A3 | 20.04.2022 | PRJ/Anusha | | 25.03.2022 |
| Sheet 1 of 1 | Rev. 1 | Checked | | |
| Dwg. No. TD/CE/1/211/D/00/01-C | | Approved | | |
| | | Released for | Tendering | |
| | | | Construction | |



| Revision Record | | | | | |
|-----------------|------|-------------|-------|---------|----------|
| Rev. No. | Date | Description | Drawn | Checked | Approved |
| | | | | | |
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CEYLON ELECTRICITY BOARD
 TRANSMISSION DESIGN

Project Title
SIYABALANDUWA SOLAR COLLECTOR PROJECT

Funding Agency

Drawing Title
 PROPOSED LAYOUT AT SIYABALANDUWA
 SOLAR COLLECTOR GSS

| | | | |
|----------------------------------|--------------|-----------|--------------|
| Scale - NTS | Rev. Date | Signature | Date |
| Size - A3 | Sheet 1 of 1 | Rev. 1 | 04.05.2022 |
| Dwg. No. TD/CE/1/211/D/01/01 - C | Released for | Tendering | Construction |