

**REQUEST FOR PROPOSALS FOR
THE ESTABLISHMENT OF 20MW ONSHORE WIND
POWER PLANTS IN (2.5 - 5)MW CAPACITY
ON BUILD, OWN AND OPERATE BASIS WITH 20 YEAR
OPERATIONAL PERIOD**

International Competitive Bidding (ICB)

PROPOSAL FOR ONSHORE WIND POWER PLANT

TO BE CONNECTED TO GRID SUBSTATION

(Capacity: MW)

Tender No: TR/RED&PM/ICB/2020/002/C

January 19, 2023

VOLUME II

PROPOSAL LETTERS AND FORMS

Ceylon Electricity Board

**No. 50, Sir Chittampalam A. Gardiner Mawatha, COLOMBO 00200,
SRI LANKA**



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SECTION 1 : PROPOSAL LETTER FOR ONSHORE WIND POWER PLANT ON BUILD, OWN AND OPERATE BASIS

Tender No: TR/RED&PM/ICB/2020/002/C

(Original of this letter to be filled and signed by the authorized person on behalf of the Project Proponent and submitted along with the Proposal)

Onshore Wind Power Plant connected toGrid substation
CapacityMW

To: The General Manager, Ceylon Electricity Board

In response to the RFP entitled "THE ESTABLISHMENT OF 20MW ONSHORE WIND POWER PLANTS IN (2.5 - 5)MW CAPACITY ON BUILD, OWN AND OPERATE BASIS WITH 20 YEAR OPERATIONAL PERIOD " and in accordance with the Instructions to Project Proponents, the undersigned hereby proposes to the Ceylon Electricity Board an agency of the Ministry of Power and Energy of the Government of Sri Lanka, to finance, design, procure, construct, commission, operate and maintain a wind power plant connected to Grid substation on a Build, Own and Operate basis, in accordance with the provisions of this RFP and the Project Agreements set out in the RFP.

The undersigned agrees that this proposal shall remain open for acceptance and shall remain irrevocable for a period of 180 (One Hundred and Eighty) calendar days from the Closing Date given in the RFP, and it shall remain binding upon the undersigned and may be accepted at any time before the expiration of that period. The undersigned certifies that he or she has examined and is fully familiar with all of the provisions of the RFP, the Project Agreements and any addenda thereto; has carefully reviewed the accuracy of all statements in the RFP and attachments thereto, and, by careful examination of the RFP, the Project Agreements and any addenda thereto, is satisfied as to the nature and location of all the works, the general and local conditions of the agreements and all other matters which can in any way affect the Facility or the cost thereof. The undersigned hereby agrees that the CEB or their representatives will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

On acceptance of the Letter of Award the undersigned shall submit a Performance Security (Bond) in the form of a bank guarantee to an amount of **LKR Forty Four Million (LKR 44,000,000/-) per MW** and agrees to execute the Power Purchase Agreement for the provision of the Facility to be financed, designed, constructed, commissioned, operated and maintained by a Project Company of the undersigned.

The undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the RFP into the Proposal:

Addenda Nos: _____

Name: _____

In the Capacity of: _____ (Title)

duly authorized to sign proposal for an on behalf of

Project Proponent: _____ (Name)

Dated: _____

Office address:

_____ (P.O. Box or Street and No.)

_____ (Town)

_____ (Telephone No.) _____ (Telex No.)

_____ (Mobile No.)

_____ (Fax No.)

_____ (Email)

Signature: _____

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SECTION 2 : CERTIFICATE OF PURCHASE OF RFP

(Original of this certificate of purchase to be filled and signed by the authorized person on behalf of the Project Proponent and submitted along with the Proposal)

THE ESTABLISHMENT OF 20MW ONSHORE WIND POWER PLANTS IN (2.5 - 5)MW CAPACITY ON BUILD, OWN AND OPERATE BASIS WITH 20 YEAR OPERATIONAL PERIOD

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Project Proponent's name:

.....
.....
.....

Non-refundable fee receipt No.(PIV No.& Date) :

Deputy General Manager (REP&PM)
Ceylon Electricity Board

Date:.....

I/We agree to abide by the conditions of the RFP purchased from the CEB and submit my/our "Proposal" as per the requirements of the RFP.

Grid Substation to be connected :

Name & Position of Signatory:

.....

Address of the Project Proponent:

.....

.....

.....

.....
Signature of the Project Proponent and the Seal

Date:

8. NAMES OF ALL INDIVIDUAL LEGAL ENTITIES COMPRISING THE PROJECT PROPONENT

Name of the * member/ Parent company/affiliate companies/partners	Office address (including phone and fax no.)	Role of the member in this project	% equity contribution **	Years of experience & type of work undertaken ***
--	--	------------------------------------	--------------------------	---

- * The Memorandum and Articles of Association (or the Joint Venture/Consortium Agreement if applicable) shall be attached hereto and the lead member shall be identified. Brochures, leaflets etc., describing each member (or relevant parent/affiliates/partners) shall be attached.
- ** Attach Board Resolutions of commitment of each entity to provide the required equity.
- *** State the main activity or business of each member (or parent/affiliate) i.e., Construction, design, project management, utility operations, finance, etc.

9. EACH OF THE PROJECT PROPONENT'S MEMBERS AND RELEVANT PARENT/AFFILIATE COMPANIES' MEMBERS OF THE BOARD OF DIRECTORS

Members of the Board

Name:

Function:

Chief Executive Officer

Name:

Designation:

Attach a certified true copy of Board's Resolution or Power of Attorney authorizing its representative to file the proposal.

(Please use another sheet for additional information)

10. **EXPERIENCE RECORD OF THE PROPOSED WIND TURBINE MANUFACTURER(S)/ SUPPLIER(S) ***

Name and Address *:

Number of years of experience as a wind turbine manufacturer:

NAME AND ADDRESS OF THE CLIENT (Including Contact Telephone Numbers)	NAME OF THE PROJECT & LOCATION	WIND TURBINE				
		TOTAL CAPACITY	No. OF UNITS	MODEL	TURBINE TYPE	ACCUMULATED OPERATING HOURS

- * Literature/brochures/technical magazines describing the business/facilities/organization of manufacturer shall be attached, as well as an Expression of Interest for the supply of solar equipment.

SECTION 4 : TARIFF PROPOSAL**Tender No: TR/RED&PM/ICB/2020/002/C**

Please note that the tariff payable will be a flat tariff for the entire contract period. There will not be any escalation to the applicable Tariff during the entire Contract period.

	LKR/kWh	
	In figure	In words
Tariff for delivery of energy from the Wind Power Project		

*LKR/kWh: Sri Lankan Rupees per Kilo Watt hour
The figure shall be given only up to TWO decimal places*

Note: To consider the variation in foreign currency component involved in the Capital Cost of the Project, the proposed tariff will be re-adjusted once and incorporated to the Power Purchase Agreement as per Clause 2.8.1, Volume I of RFP.

Name: _____

In the Capacity of: _____ (Title)

Duly authorized to sign proposal for an on behalf of

Project Proponent: _____ (Name)

Signature: _____

Dated: _____

Witnesses:

1.

2.

Name:

Name :

NIC/Passport No.:

NIC/Passport No.:

SECTION 5 : COMPLIANCE SCHEDULE**Tender No: TR/RED&PM/ICB/2020/002/C**

NON-AVAILABILITY OF ANY ONE OF THE FOLLOWING INFORMATION AND ANNEXES COULD ALSO RESULT IN THE REJECTION OF THE PROPOSAL (Refer Clause 6.3 & 6.4 of RFP Volume I)

	Requirement	Complied (Yes/No)	Remarks
1	Proposal Letter and Certificate of Purchase of RFP (Section 1 & 2 of Volume II of RFP) RFP should be purchased from CEB		Please annex the duly filled Original Proposal letter, original of the Certificate of Purchase of RFP
2	Proposal Security amounting to Sri Lankan Rupees 6 (Six) million per MW		Provide the Original Proposal Security
3	Certificate of Registration. [Requirement under the Public Contract Act No. 3 of 1987]		Provide as per Clause 6.3 of Volume I of RFP (Form PCA 3)
4	Details of the Project Proponent (Section 3 of Volume II of RFP)		Provide requested details and attach relevant documents
5	Duly executed Board Resolution or Power of Attorney to the authorized representative who is to sign on behalf of the Project Proponent.		Should be provided
6	Financial Plan		Provide requested documents as per Clause 2.8.2, Volume I of RFP
7	Financing the foreign cost component of the project		Provide requested documents as per Clause 2.8.2.2, Volume I of RFP
8	Tariff Proposal (Section 4 of Volume II of RFP)		Attach duly filled original tariff proposal
9	Technical Information		Provide the details as in 3.1 of Volume I
10	The relevant land documents		Provide the relevant set of documents as specified in 1.3.1 of Volume I
11	Feasibility study report		Provide as per Clause 2.7.2 of Volume I of RFP

Name: _____

In the Capacity of: _____(Title)

Duly authorized to sign proposal for an on behalf of Project Proponent:

_____ (Project Proponent's Name)

Signature: _____

Dated: _____

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SECTION 6 : FORM OF PROPOSAL SECURITY

PROPOSAL SECURITY

WHEREAS _____ of _____ (hereinafter called and referred to as the “**Project Proponent**”) wishes to submit a Proposal to build-own-operate a MW Wind Power Plant connected toGrid Substation under Tender Number TR/RED&PM/ICB/2020/002/C .

AND WHEREAS in terms of the Guidelines for Request for Proposal document the Project Proponent is bound and obliged to furnish a Proposal Security along with its Proposal to ensure the due performance of the Project Proponent in terms of the Request for Proposal document.

AND WHEREAS at the request of the Project Proponent, we _____ of _____ a commercial bank having its registered office at _____ are agreeable to and desirous of giving such a proposal security.

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

Every demand hereunder shall be in writing and signed by the General Manager, Ceylon Electricity Board and shall be accompanied by a statement to the effect that the Project Proponent has failed and/or neglected to perform its obligations or abide by the terms of the Request for Proposal document. For all purposes connected with and relating to this Proposal Security, every such demand shall be conclusive proof that the amount so demanded is lawfully due under this Proposal Security.

All payments hereunder shall be made in Sri Lanka by cheque or bank draft drawn in favour of the Ceylon Electricity Board.

This Proposal Security shall be valid and binding and shall remain in full force and effect up to and including the _____ (Date) _____ (*should be minimum 210 days from the closing date for submitting Proposals*) 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 date.

IN WITNESS whereof this Proposal Security has been signed by the Authorised Signatories of the aforesaid _____ on this _____ day of _____ 20...

Authorised Signatory

Name:

Designation:

Authorised Signatory

Name:

Designation:

SECTION 7 : FORM OF PERFORMANCE SECURITY

PERFORMANCE SECURITY

Plant Name: _____

WHEREAS _____ of _____ a Company incorporated in Sri Lanka (hereinafter called and referred to as the "Project Company") has submitted a proposal to build-own-operate aMW Wind Power Plant connected toGrid Substation under Tender Number TR/RED&PM/ICB/2020/002/C .

AND WHEREAS the proposal submitted by the Project Company has been successful.

AND WHEREAS in terms of the Request for Proposal document the Project Company is bound and obliged to furnish a Performance Security to secure the due performance of the Company in terms of the Request for Proposal document.

AND WHEREAS at the request of the Project Company, we _____ of _____ a Commercial Bank having its registered office at _____ are agreeable to and desirous of giving such a Performance Security;

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

Every demand hereunder shall be in writing and signed by the General Manager, Ceylon Electricity Board and shall be accompanied by a statement to the effect that the Project Company has failed and/or neglected to perform its obligations or abide by the terms of the proposal. For all purposes connected with and relating to this Performance Security, every such demand shall be conclusive proof that the amount so demanded is lawfully due under this Performance Security.

All payments hereunder shall be made in Sri Lanka by cheque or bank draft drawn in favour of the Ceylon Electricity Board.

This Performance Security shall be valid and binding and shall remain in full force and effect up to and including the _____ (Date) _____ (*a date beyond 30 days from the commercial operation date*) 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 date.

IN WITNESS where of this Performance Security has been signed by the Authorised Signatories of the aforesaid _____ on this _____ day of _____ 20...

Authorised Signatory

Authorised Signatory

SECTION 8 : LETTER OF INTENT

LETTER OF INTENT

<Company>

<Address>

Tender No: TR/RED&PM/ICB/2020/002/C

1. This Letter is issued by

the Ceylon Electricity Board (CEB) and agreed by the parties as signed below.
2. This letter,

constitutes a statement of intention only; and
 - 2.1 does not (nor is it intended to), in any way create any enforceable rights or obligations whatsoever against MOP&E, CEB or the Government of the Democratic Socialist Republic of Sri Lanka (GOSL) or any of its agencies or instrumentalities.
3. Further to the Request for Proposals dated for the design, supply delivery, installation, testing, commissioning, operation and maintenance of Onshore Wind Power Plant with a total installed capacity ofMW connected to Grid Substation, and the Project Proposal dated submitted by the Project Proponent which proposal includes the responses to the clarifications made in terms of Clause 2.3, 2.4 and 2.5 of Volume I of the RFP, the CEB intend to enter into a Power Purchase Agreement subject to the Company satisfying the conditions set out in section 4 below;
4.
 - 4.1 All conditions as stipulated by Sri Lanka Sustainable Energy Authority Act and Public Utilities Commission of Sri Lanka to sign the PPA with the CEB.
 - 4.2 The Project Company shall comply with the provisions of the RFP Volume I.
 - 4.3 The Project Company shall fulfil all requirements as stated in 4.1, 4.2 above on or before..... (ie; Deadline for signing the PPA as per the project milestone schedule in Clause 1.4 of the Volume I of the RFP document)
5. The Performance Security shall be forfeited in the event of the Project Company failing to comply with paragraph 4.3 of this letter.

6. Neither the MOP&E nor CEB shall incur any liability whatsoever, in fulfilment or non-fulfilment of any one or more of the provisions contained in this letter or in the event of the failure of the project.
7. The Project Company shall not engage in any illegal conduct or other activity which influences or tends to influence MOP&E, CEB, GOSL or its other agencies, personnel, or representatives in the finalisation of the Power Purchase Agreement.
8. All notices and other communications required hereunder shall be in writing (and shall be deemed given upon receipt) and sent by registered mail to the following addresses.

Deputy General Manager (REP & PM)
Ceylon Electricity Board
No. 6-1/2,
First Floor, Kalinga Place, Off Suleiman Avenue
Colombo 00500
SRI LANKA

Tele: + 94 11 2583344/+ 94 11 2504203
Fax: + 94 11 2583344

9. This letter of intent shall remain valid until the signing of the Power Purchase Agreement.

.....
General Manager
Ceylon Electricity Board

Date:

We hereby agree to abide by the conditions of this Letter of Intent.

.....
Director
(Company)
Date:

SECTION 9: TYPICAL FORMAT OF AGREEMENT TO SELL THE LAND

AGREEMENT TO SELL NO.

THIS AGREEMENT MADE AND ENTERED into at on this of Two Thousand and by and between (NIC No V) of in the Democratic Socialist Republic of Sri Lanka (herein after called and referred to as the Vendor which term or expression herein used shall where the context so requires or admits mean and include the said his heirs executors and administrators) of the ONE PART and (NIC No V) of (herein after called and referred to as the said Vendee which term or expression herein used shall where the context so requires or admits mean and include the said his heirs executors and administrators and assigns) of the OTHER PART.

WITNESSETH AS FOLLOWS

WHEREAS the said Vendor seized and possessed of under and by virtue of Deed of bearing No. dated attested by Notary Public of the Land marked Lot In Plan No dated made by Licensed Surveyor of the property situated at and more fully described in the Schedule hereto.

AND WHEREAS the Vendor has agreed with the Vendee to sell and transfer the property more fully described in the Schedule hereto upon the terms and conditions agreed to between the parties hereto as stipulated hereinafter for and only for the purpose of establishment of MW wind power plant on build, own and operate basis.

NOW THIS INDENTURE WITNESSETH that it is hereby expressly agreed by and between the parties as follows:-

1. That this agreement to sell shall come into effect on day of 20.... for a period of twenty years from there onwards.
2. That the Vendor shall and will sell and transfer to the Vendee and/or his nominee or nominees and the Vendee or his afore-written shall and will purchase from the said Vendor at or for the Price or sum of **RUPEES** (Rs/=) all that Property more fully described in the schedule hereto on or before *(at least 6 months from the closing date of the submission of proposals)*.... day of 20.... together with all rights privileges easements servitude advantages and appurtenances whatsoever to the said property belonging or in anywise appertaining thereto upon and subject to the terms and conditions hereinafter set forth and contained.
3. That the Vendee had at or prior to the execution hereof paid to the Vendor a sum of **RUPEES** (Rs/=) as an advance payment or Part Payment of the consideration or purchase price aforementioned for the said property.
4. That the balance sum of **RUPEES** (Rs/=) of the purchase price shall be paid by the Vendee by a bank loan obtained from within of the execution hereof. (if necessary)
5. The Vendor has to produce all relevant documents to the Vendee to obtain the Bank loan.
6. In case of a bank loan, the seller must clear out the relevant issues regarding the land.
7. That the said sale and purchase of the said property shall take place on or before the day of 20.....
8. That the balance sum of **RUPEES** (Rs/=) of the purchase price shall be paid by the Vendee at the execution of the Deed of Transfer when the vacant possession is given.

9. That the transaction or sale referred to herein shall be made and completed on or before the date provided herein before namely the day of 20... upon:-
 - (a) The Vendee or his nominee or nominees paying to the Vendor the purchased price less the advance or part payment paid hereunder.
 - (b) With the Vendee paying the balance consideration as afore-stated and the Vendee's Notary the Deed of Transfer of the said land and premises more fully described in the schedule hereto in favor of the Vendee such Deed of Transfer being drafted and prepared in the customary form by the Vendee's Notary at the cost and expense the Vendee and/or his nominee or nominees.
10. The Vendor shall handover the vacant possession of the said land and premises free of all or any encumbrances at the execution of the Transfer Deed.
11. That the Vendor shall and will give implied and express warranties of the title of the Deed of Transfer.

All notices or anything required to be given in writing herein shall be deemed sufficiently given or served if addressed and sent by registered post to the said Vendor and to the Vendee at their respective addresses afore-stated or to such other address as the parties hereto shall notify each other in writing sent by registered post.

IN WITNESS WHEREOF the parties hereunto and to one other of the same tenor and date as these presents set their respective hands at on thisday of Two Thousand and

THE SCHEDULES ABOVE REFERRED TO

NOTARY PUBLIC

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SECTION 10 : POWER TRANSMISSION - SELECTION OF GRID POINT OPTION

Please select one option from the following interconnection arrangement options as per Clause 3.2, Volume I of the RFP.

Option	Description	Please tick one option (X)
Option 1	Termination point at the 33kV relevant grid substation. The company shall construct the line from the project location to the Termination Point under CEB supervision with CEB materials and the meter cubicle at the Metering Point as per Section 13 & 14.	
Option 2	Termination point at the nearest feasible point of 33kV level. This Termination Point has to be confirmed by the project proponent from the relevant Provincial Deputy General Manager of CEB. The company shall construct the line from the project location to the Termination Point under CEB supervision with CEB materials and the meter cubicle at the Metering Point as per Section 13 & 14. (The confirmation letter from the Provincial Deputy General Manager of CEB should be attached-Section 11)	

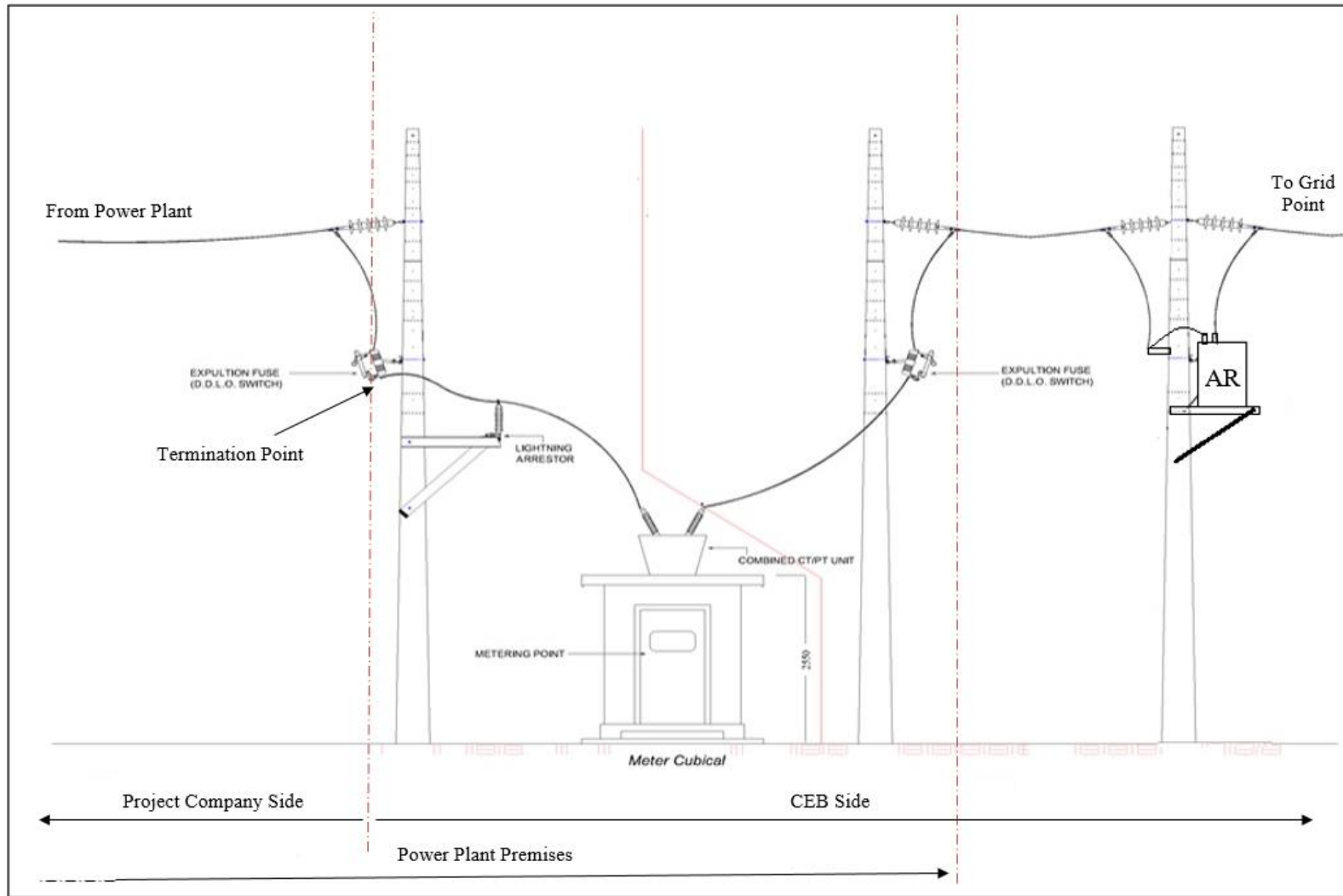
SECTION 12 : LOCATION OF THE LAND & PROPOSED 33KV LINE ROUTE

Please mark the Location of the land and the proposed 33kV line route up to Grid Point in a map (Colour) with following details:

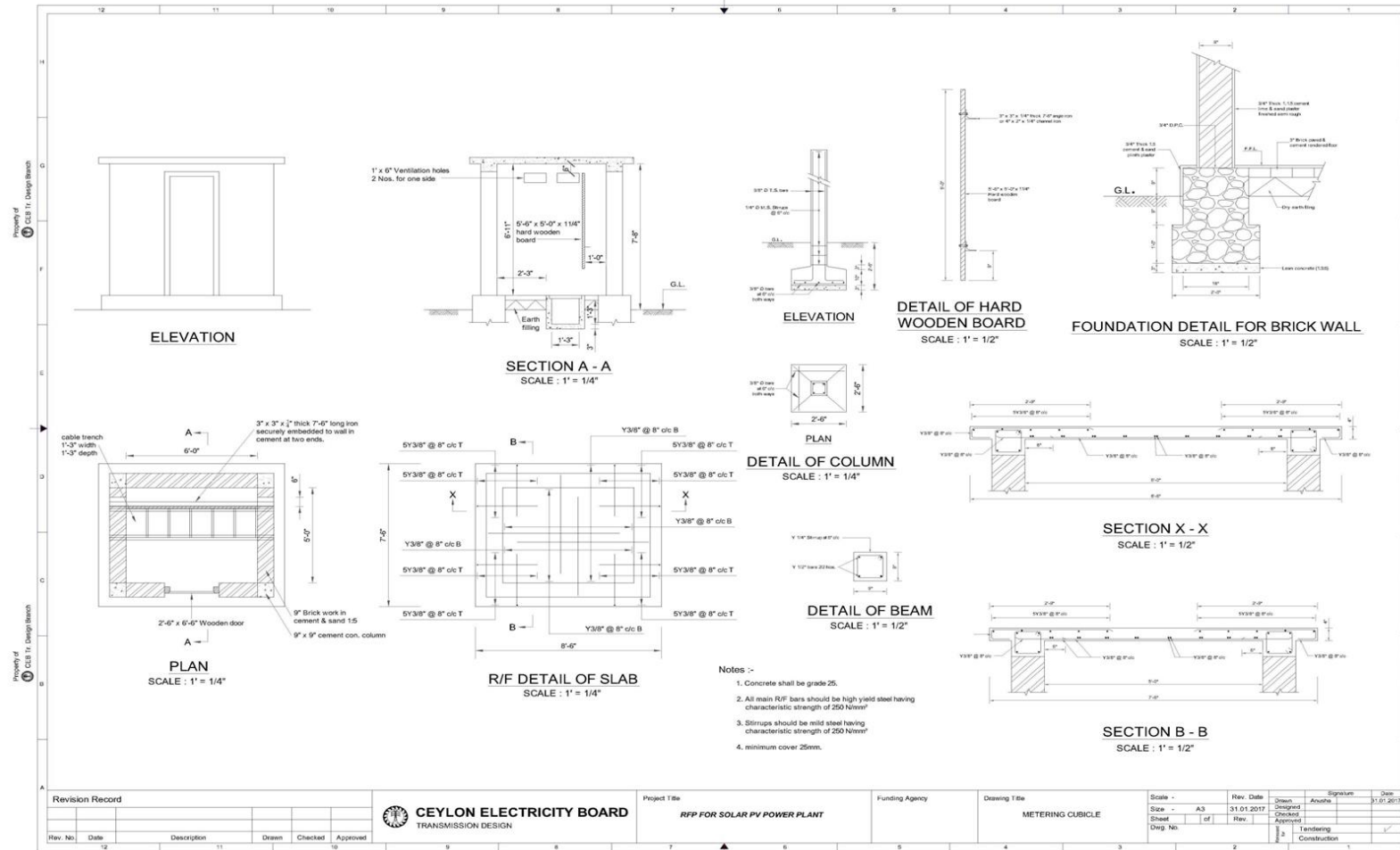
- Extent of the land
- Address of the land
- GPS Coordinates of the corners of the land

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SECTION 13 : TYPICAL METERING ARRANGEMENT INDICATING TERMINATION, METERING & GRID POINTS



SECTION 14 : METERING CUBICLE DRAWING



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