

**REQUEST FOR PROPOSALS FOR
THE ESTABLISHMENT OF 30MW,AC GROUND
MOUNTED/FLOATING SOLAR PV
POWER PLANTS IN (1 - 5)MW,AC CAPACITY
ON BUILD, OWN AND OPERATE BASIS WITH 20 YEAR
OPERATIONAL PERIOD**

International Competitive Bidding (ICB)

PROPOSAL FOR GROUD MOUNTED/FLOATING SOLAR PV POWER PLANT

TO BE CONNECTED TO GRID SUBSTATION

(Capacity: MW,AC)

Tender No: TR/RED&PM/ICB/2020/004-1/C

September 28, 2023

VOLUME II

PROPOSAL LETTERS AND FORMS

Ceylon Electricity Board

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



CONTENTS

SECTION 1 : PROPOSAL LETTER FOR GROUND MOUNTED/FLOATING SOLAR PV POWER PLANT ON BUILD, OWN AND OPERATE BASIS	3
SECTION 2 : CERTIFICATE OF PURCHASE OF RFP	5
SECTION 3 : DETAILS OF THE PROJECT PROPONENT	6
SECTION 4 : TARIFF PROPOSAL	10
SECTION 5 : COMPLIANCE SCHEDULE	11
SECTION 6 : TECHNICAL DETAILS FOR SOLAR PV SYSTEM	13
SECTION 7 : FORM OF PROPOSAL SECURITY	17
SECTION 8 : FORM OF PERFORMANCE SECURITY	18
SECTION 9 : LETTER OF INTENT	19
SECTION 10: TYPICAL FORMAT OF AGREEMENT TO SELL THE LAND	21
SECTION 11 : POWER TRANSMISSION - SELECTION OF GRID POINT OPTION	23
SECTION 12 : GRID INTERCONNECTION CONFIRMATION LETTER FROM THE PROVINCIAL DEPUTY GENERAL MANAGER OF CEB	
SECTION 13 : LOCATION OF THE LAND & PROPOSED 33KV LINE ROUTE	25
SECTION 14 : TYPICAL METERING ARRANGEMENT INDICATING TERMINATION, METERING & GRID POINTS	26
SECTION 15 : METERING CUBICLE DRAWING	27

**SECTION 1 : PROPOSAL LETTER FOR GROUND MOUNTED/FLOATING
SOLAR PV POWER PLANT ON BUILD, OWN AND OPERATE BASIS**

Tender No: TR/RED&PM/ICB/2020/004-1/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)

Ground Mounted/Floating *(to be clearly marked)* Solar PV Power Plant connected to
.....Grid Substation
CapacityMW,AC

To: The General Manager, Ceylon Electricity Board

In response to the RFP entitled "THE ESTABLISHMENT OF 30MW,AC GROUND MOUNTED/FLOATING SOLAR PV POWER PLANTS IN (1 - 5)MW,AC 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 & Energy of the Government of Sri Lanka, to finance, design, procure, construct, commission, operate and maintain a solar PV 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 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 Twenty Two Million (LKR22,000,000/-) per MW,AC** 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: _____

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 30MW,AC GROUND MOUNTED/FLOATING SOLAR PV POWER PLANTS IN (1 - 5)MW,AC CAPACITY ON BUILD, OWN AND OPERATE BASIS WITH 20 YEAR OPERATIONAL PERIOD

Tender No: TR/RED&PM/ICB/2020/004-1/C

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:

SECTION 3 : DETAILS OF THE PROJECT PROPONENT

(To be filled and signed by the authorized person on behalf of the Project Proponent and submitted along with the Proposal)

Date of Submission:

1. NAME OF THE ORGANIZATION*
 2. YEAR OF INCORPORATION*
 3. TYPE OF THE ORGANISATION* (State whether an Incorporated New Company/ Incorporated Existing Company/ Joint Venture/, etc.)
 4. OFFICE ADDRESS: *
- TELE/FAX NO: _____ EMAIL: _____
5. OBJECTIVES OR LINE OF BUSINESS:
 6. WHO IS ACTIVELY MANAGING THE AFFAIRS OF THE COMPANY?
 7. WHO IS THE REPRESENTATIVE FOR THE COMPANY IN RELATION TO THIS PROPOSAL?*

* Attach certified copies of relevant documents issued by Registrar of Companies and Memorandum of Association or Joint Venture/Consortium Agreement as applicable.

** Attach Certified copy of Board's resolution or Power of Attorney authorizing its representative to file the proposal.

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 SOLAR EQUIPMENT MANUFACTURER(S)/ SUPPLIER(S) ***

Name and Address *:

Number of years of experience as a Solar PV Modules and Equipment manufacturer:

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

NAME AND ADDRESS OF THE CLIENT (Including Contact Telephone Numbers)	NAME OF THE PROJECT & LOCATION	INVERTERS				
		TOTAL CAPACITY	No. OF UNITS	MODEL	EQUIP-MENT 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/2020/004-1/C

Please note that the tariff payable will be a flat tariff for the entire commercial operation period of 20 years. There will not be any escalation to the applicable Tariff during the entire commercial operation period.

The Maximum Tariff = 34.93 LKR/kWh

	LKR/kWh	
	In figure	In words
Tariff for delivery of energy from the Solar PV 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/2020/004-1/C

NON-AVAILABILITY OF ANY ONE OF THE FOLLOWING INFORMATION AND SECTIONS 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 3 (Three) million per MW,AC		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	Tariff Proposal (Section 4 of Volume II of RFP)		Attach duly filled original tariff proposal
8	Technical Information		Provide the details as in 3.1 of Volume I
9	The relevant land documents		Provide the relevant set of documents as specified in Clause 1.3.1 of Volume I
10	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: _____

Information Copy - Not for Bidding

SECTION 6 : TECHNICAL DETAILS FOR SOLAR PV SYSTEM

No	Item	Units	Required	Tendered
A	SOLAR PV MODULE			
	General			
A.1	Manufacturer's Name			
A.2	Country of Origin			
A.3	Country of Manufacture			
A.4	Make			
A.5	Model No.			
A.6	Total Area Required (Acres)			
	Dimensions and weight			
A.7	Width/Height/Depth, mm (W/H/D)	mm		
A.8	Weight approximately	kg		
	Product Compliances and Standards			
A.9	Applicable Standard (latest)		IEC 61215, IEC 61730, etc or latest available equivalent Standards)	
A.10	Quality Management		ISO 9001 : 2008 or equivalent	
A.11	Place of Testing			
	Solar PV System Data			
A.12	No. of Solar PV Modules			
A.13	Total Panel Capacity (P_{total})	MW _P		
A.14	Total System Rated Power (P_{rated})	MW		
A.15	Maximum String Voltage of Solar PV Array (V_{max})	V		
A.16	Maximum power output (MW,AC) at the termination point.	MW,AC		
A.17	Method adopted to ensure maximum power output (MW,AC) at the termination point.		Method & Supporting documents	
	Solar PV Module Electrical Characteristics			
A.18	Rating of a Solar Module (P_{max}) at STC	W _P		
A.19	Electrical Conversion Efficiency of Solar PV Module			
A.20	Panel Voltage (Nominal)	V		
A.21	Module Power Tolerance	W		
A.22	Maximum Power Voltage of a Module (V_{mp})	V		
A.23	Maximum Power Current of a Module (I_{mp})	A		
A.24	Open Circuit Voltage (V_{oc})	V		
A.25	Short Circuit Current (I_{sc})	A		
A.26	Operational Temperature Range	°C		
A.27	Nominal Operating Cell Temperature (NOCT)	°C		
A.28	Linear Performance			

A.29	Maximum Series Fuse Rating	A		
	Solar PV Module Mechanical Characteristics			
A.30	Module Architecture			
A.31	Cell Type			
A.32	Output Cables			
A.33	Junction Box			
A.34	Junction Box Ingress Protection			
A.35	Frame			
A.36	Front Glass			
A.37	Number of bypass diodes			
No	Item	Units	Required	Tendered
	Safety and Protection Measures			
A.38	High voltage safety measures for fire, electrical hazards and automatic shutdown at a fault			
B	PV INVERTER			
	General			
B.1	Manufactures Name			
B.2	Country of Origin			
B.3	Country of Manufacture			
B.4	Make			
B.5	Model No.			
B.6	No. of Inverters			
	Input (DC)			
B.7	Maximum input power ($P_{PV, max}$)	W		
B.8	DC voltage range, mpp ($U_{DC, mpp}$)	V		
B.9	Maximum DC voltage ($U_{max(DC)}$)	V		
B.10	Maximum DC current ($I_{max(DC)}$)	A		
B.11	Max. DC short-circuit current	A		
B.12	Number of independent MPP inputs			
B.13	Number of protected DC inputs			
	Output (AC)			
B.14	Nominal power ($P_{N(AC)}$)	W		
B.15	Maximum output power	MW,AC	<i>Offered capacity in Section 1 of RFP Volume II</i>	
B.16	Nominal AC current ($I_{N(AC)}$)	A		
B.17	Nominal output voltage ($U_{N(AC)}$)	A		
B.18	Output frequency	Hz		
B.19	Harmonic distortion, current at rated power			
B.20	Power factor			
	Efficiency			
B.21	Maximum (without Aux. power)	%		
B.22	European efficiency (Euro-eta)	%		
	Power consumption			

B.23	Own consumption in operation	W		
B.24	Standby operation consumption	W		
B.25	External auxiliary voltage	V		
Dimensions and weight				
B.26	Width/Height/Depth, mm (W/H/D)	mm		
B.27	Weight approximately	kg		
Environmental Limits				
B.28	Degree of protection			
B.29	Ambient temp. range (nominal ratings)	°C		
B.30	Relative humidity, not condensing			
B.31	Maximum noise level			
B.32	DC disconnection device			
B.33	AC disconnection device			
B.34	DC overvoltage protection (surge protection)			
B.35	AC overvoltage protection (surge protection)			
Protection				
B.36	Ground fault monitoring			Yes/No
B.37	Grid monitoring			
B.38	frequency			Yes/No
B.39	voltage			Yes/No
B.40	Anti-islanding			Yes/No
B.41	DC reverse polarity			Yes/No
B.42	AC and DC short circuit and over current			Yes/No
B.43	AC and DC over voltage and temperature			Yes/No
User interface and communications				
B.44	Local user interface			
B.45	Analog inputs/outputs			
B.46	Digital inputs/relay outputs			
B.47	Fieldbus connectivity			
B.48	Support for web server interconnection			
Grid support and grid functions				
B.49	Low Voltage Ride Through		Yes	Yes/No
B.50	Reactive Power Compensation		Yes	Yes/No
Grid Code Requirements as per the clauses in Addendum: Grid Connection Requirement for Solar PV Power Plants (Annex A of Volume I)				
C				
C.1	On line Data Provision as per clause 2.2 and 2.3		Yes	Yes/No
C.2	Webserver as per clause 3.1		Yes	Yes/No
C.3	Inverter protection as per the clause 4.0		Yes	Yes/No
C.4	Backup protection as per clause 4.0		Yes	Yes/No
C.5	Frequency requirement as per clause 4.1		Yes	Yes/No
C.6	Voltage requirement as per clause 4.2		Yes	Yes/No
C.7	Power Factor and reactive power support as clause 4.3		Yes	Yes/No

C.8	NVD protection as per clause 4.4		Yes	Yes/No
C.9	Low voltage ride through (LVRT) as per clause 4.5		Yes	Yes/No
C.10	Harmonics as per IEEE 519 as per clause 5.2		Yes	Yes/No
C.11	Flicker as per IEC 61000-3-7 as per clause 5.3		Yes	Yes/No
C.12	Direct Communication link			Yes/No
C.13	Output Control (Ramp Rate)			Yes/No

Information Copy - Not for Bidding

SECTION 7: 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,AC Solar Power Plant connected toGrid Substation under Tender Number TR/RED&PM/ICB/2020/004-1/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 or his authorized officer (Deputy General Manager - Renewable Energy Procurement & Performance Monitoring), 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 calendar 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 8 : 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,AC Solar Power Plant connected toGrid Substation under Tender Number TR/RED&PM/ICB/2020/004-1/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 or his authorized officer (Deputy General Manager - Renewable Energy Procurement & Performance Monitoring), 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 9 : LETTER OF INTENT

LETTER OF INTENT

<Company>

<Address>

Tender No: TR/RED&PM/ICB/2020/004-1/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 Solar PV Power Plant with a total installed capacity ofMW,AC 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 10: 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) ofin 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 NoV) 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.datedattested by Notary Public ofthe 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 ofMW,AC Solar PV 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

SECTION 11 : 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	<p>Termination point at the 33kV relevant grid substation.</p> <p><i>The company shall construct the meter cubicle at the Metering Point as per Section 14 & 15 and the line from the project location to the Termination Point under CEB supervision utilizing materials procured by the project company complying to CEB material specifications.</i></p> <p><i>In cases where the project company finds it impossible to procure material of suitable quality for the construction of the power transmission line/s, the project company may request CEB to supply the required materials. CEB may supply the required materials upon such request at project company's cost, subject to availability of sufficient stocks. In such cases CEB shall not be liable for any delays experienced in the construction of the transmission line/s.</i></p>	<input checked="" type="checkbox"/>
Option 2	<p>Termination point at the nearest feasible point of 33kV level.</p> <p><i>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 meter cubicle at the Metering Point as per Section 14 & 15 and the line from the project location to the Termination Point under CEB supervision utilizing materials procured by the project company complying to CEB material specifications.</i></p> <p><i>In cases where the project company finds it impossible to procure material of suitable quality for the construction of the power transmission line/s, the project company may request CEB to supply the required materials. CEB may supply the required materials upon such request at project company's cost, subject to availability of sufficient stocks. In such cases CEB shall not be liable for any delays experienced in the construction of the transmission line/s.</i></p> <p><i>(The confirmation letter from the Provincial Deputy General Manager of CEB should be attached-Section 12)</i></p>	<input type="checkbox"/>

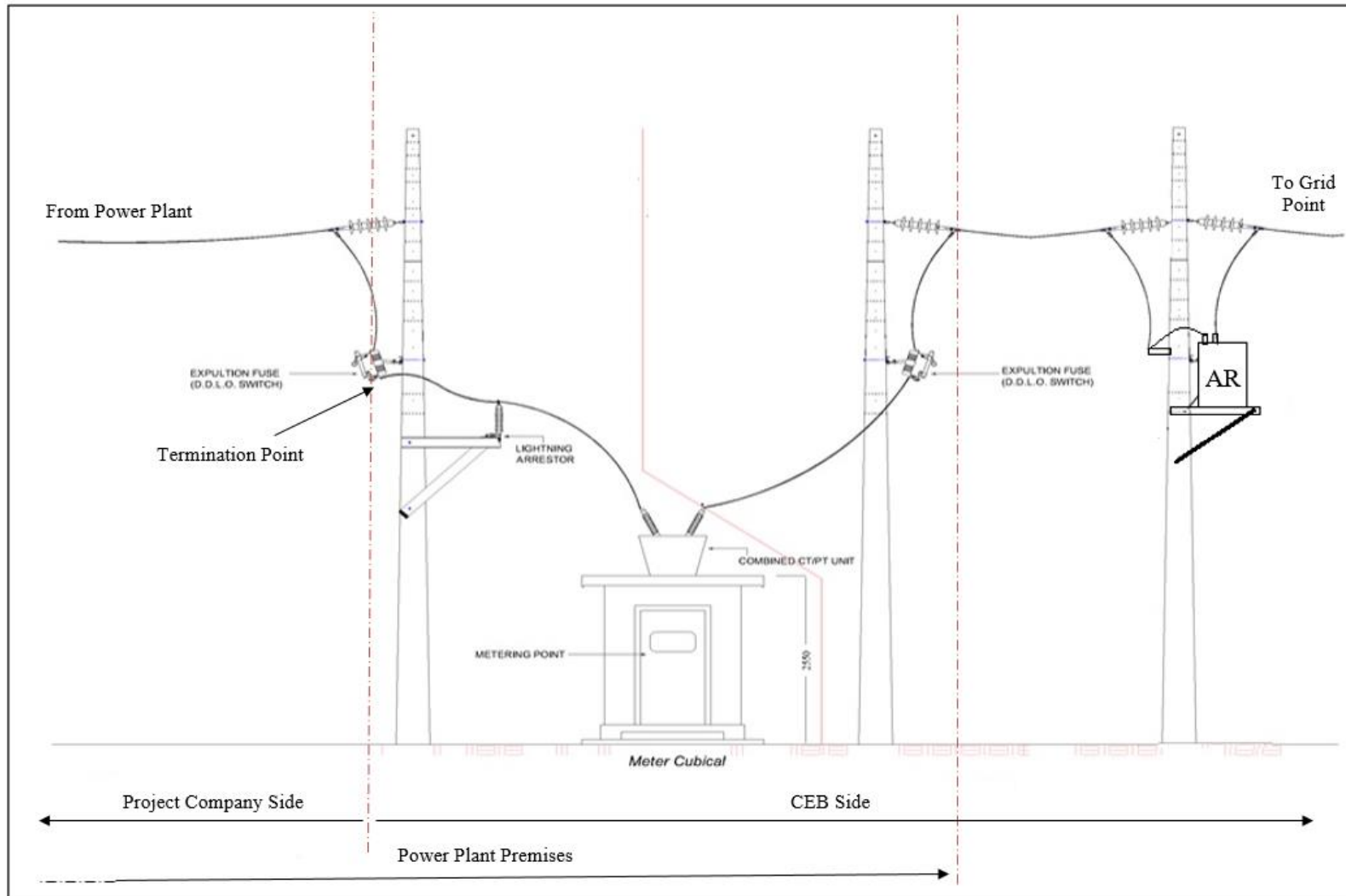
SECTION 13 : LOCATION OF THE LAND & PROPOSED 33KV LINE ROUTE

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

Information Copy - Not for Bidding

SECTION 14 : TYPICAL METERING ARRANGEMENT INDICATING TERMINATION, METERING & GRID POINTS



SECTION 15 : METERING CUBICLE DRAWING

