

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF POWER & ENERGY

CEYLON ELECTRICITY BOARD

BIDDING DOCUMENT

**BID FOR THE SALE OF FLY ASH PRODUCED AS A BYPRODUCT OF COMBUSTION OF COAL OF UNIT 01, 02 & 03 OF LAKVIJAYA POWER PLANT-THREE YEAR PERIOD FROM AUGUST 2024 TO JULY 2027.**

**TENDER NO.: LV/S/FLY ASH/004**

Bid will be closed at **10.00 hours on 06/03/2024** and will be opened immediately thereafter.

Place of acceptance of Bids:

Deputy General Manager (Corporate Affairs- Generation Division),  
2<sup>nd</sup> Floor, Generation Headquarters,  
Ceylon Electricity Board,  
New Kalani Bridge Road, Kolonnawa 10600,  
Sri Lanaka

Issued to M/s . .....  
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Information Copy Not for Bidding

## INVITATION FOR BID

### CEYLON ELECTRICITY BOARD

**Bid No: LV / S / Fly Ash /004**  
**SALE OF FLY ASH PRODUCED FROM UNIT 01, 02 & 03 OF LAKVIJAYA POWER PLANT, NOROCHCHOLAI.**

Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) on behalf of the Ceylon Electricity Board, invites sealed bids, for the sale of Fly Ash Produced from Unit 01,02 & 03 of Lakvijaya power Plant, Norochcholai, up to **10:00 am on March 06, 2024**. Bids should be submitted only on documents purchased from the CEB.

Bidders those who interest can inspect the tender document, at the office of Chief Engineer (Commercial) - Lakvijaya Power Plant (LVPP), Norochcholai and also in the CEB website (<https://ceb.lk/tender-notice/en>).

The bidding document may be purchased by the bidders for this contract on submission of a written request to the Power Plant Manager (LVPP), Ceylon Electricity Board, Narakkalliya, Norochcholai, upon payment of nonrefundable fee of LKR.200,000/- per set in bank draft or deposit slip drawn in favor of the account number (204200140085134) General Manager, CEB, between 09:00 am and 03:00 pm on any working day till **March 05, 2024**.

Bids may be delivered through registered post or could be deposited in the bid box provided for this purpose at the office of the Deputy General Manager (Corporate Affairs- Generation Division), 2<sup>nd</sup> Floor Generation Headquarters, Ceylon Electricity Board, New Kalani Bridge Road, Kolonnawa 10600, on or before **10:00 am on March 06, 2024**. Late Bids shall be rejected.

Bids will be opened at the office of Deputy General Manager (Corporate Affairs- Generation Division), 2<sup>nd</sup> Floor Generation Headquarters, Ceylon Electricity Board, New Kalani Bridge Road, Kolonnawa immediately after the closing time of the Bid in the presence of Bidders or their authorized representatives.

Value of the Bid Security should be equal to the value of 1% of total quantities (3 times of annual quantity stated in the Appendix V-A, Appendix V-B, and Appendix V-C) of Fly Ash expected to be purchased within the whole period of three years without considering upcoming price adjustments. The Bid Security shall be valid for One Hundred and Fifty (150) days (up to August 03, 2024) from the date of closing of the Bids.

Bid shall be valid up to Hundred and Twenty days (120) from the bid closing date.

All clarifications shall be sought two weeks before the date of the closing of bidding, from Power Plant Manager (LVPP), Ceylon Electricity Board, Narakkalliya, Norochcholai.

Tel: 0322268964/0322268965

General Manager,  
Ceylon Electricity Board.



“ENERGY IS LIFE START  
SAVING NOW....!  
FOR OUR FUTURE”

**SECTION – 1**

- BID DATA SHEET
- GENERAL CONDITIONS OF CONTRACT
- SPECIAL CONDITIONS OF CONTRACT

*Information Copy - Not for Bidding*

**CEYLON ELECTRICITY BOARD**  
**BID DATA SHEET**

<p><b>BIDS ARE INVITED FOR</b></p> <p>Sale of Fly Ash Produced as a Byproduct of Combustion of Coal of Unit 01, 02 &amp; 03 of Lakvijaya Power Plant-Three Year Period from August 2024 to July 2027.</p>
<p><b>CONTRACT NUMBER &amp; THE NAME:</b></p> <p>Bid No. : LV/S/Fly Ash/004</p> <p>Name of Bid: Sale of Fly Ash Produced as a Byproduct of Combustion of Coal of Unit 01, 02 &amp; 03 of Lakvijaya Power Plant-Three Year Period from August 2024 to July 2027.</p>
<p><b>BID SECURITY</b></p> <p>Value of the Bid Security should be equal to the value of 1% of total quantities (3 times of annual quantity stated in the Appendix V-A, Appendix V-B, and Appendix V-C) of Fly Ash expected to be purchased within the whole period of three years without considering upcoming price adjustments. The Bid Security shall be valid for <b>One Hundred and Fifty (150) days (up to 03.08.2024)</b> from the date of closing of the Bids.</p>
<p><b>CLOSING DATE &amp; TIME OF THE BID</b></p> <p>Bids will be closed at 1000 hours on <b>06.03.2024</b></p>
<p><b>APPLICABLE PROCUREMENT COMMITTEE</b></p> <p>Standing Cabinet Appointed Procurement Committee (SCAPC)</p>
<p><b>BIDS SHALL BE ADDRESSED TO:</b></p> <p>The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC), 2<sup>nd</sup> Floor Generation Headquarters, Ceylon Electricity Board, New Kalani Bridge Road, Kolonnawa, Sri Lanka.</p>
<p><b>PLACE OF OPENING THE BIDS:</b></p> <p>Bids received will be opened immediately after the closing time of the bid, at the Deputy General Manager (Corporate Affairs – Generation Division), 2<sup>nd</sup> Floor Generation Headquarters, Ceylon Electricity Board, New Kalani Bridge Road, Kolonnawa, Sri Lanka.</p>
<p><b>PLACE OF ACCEPTANCE OF BIDS:</b></p> <p>Office of the Deputy General Manager (Corporate Affairs – Generation Division), 2<sup>nd</sup> Floor Generation Headquarters, Ceylon Electricity Board, New Kalani Bridge Road, Kolonnawa, Sri Lanka.</p>
<p><b>PRE-BID MEETING:</b> Pre bid meeting will be held on the date of <b>21/02/2024</b> at 10:00am at the auditorium of Lakvijaya Power Plant (LVPP), Ceylon Electricity Board, Narakkalliya, Norochcholai, Sri Lanka. Please contact LVPP commercial section before 24 hrs to get approvals (Entry Pass) to visit the Power Plant. Commercial Section mobile No 0706330700</p>
<p><b>FURTHER INFORMATION:</b></p> <p>Power Plant Manager, Lakvijaya Power Plant. Narakkalliya, Norochcholai Telephone : +94 –32 22 68 965 Fax : +94 –32 22 68 966 E mail : <a href="mailto:ppmlvpp@ceb.lk">ppmlvpp@ceb.lk</a></p>
<p><b>VAT REGISTRATION NUMBER OF THE CEYLON ELECTRICITY BOARD:</b></p> <p>409000010-7000</p>

## **CEYLON ELECTRICITY BOARD GENERAL CONDITIONS OF CONTRACT**

### **1. SCOPE OF WORK:**

The Chairman Standing Cabinet Appointed Procurement Committee (hereafter termed as SCAPC) will receive sealed bids for and on behalf of Ceylon Electricity Board, No 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka, for the sale of Fly Ash produced (Approximately maximum of 950MT/Day, on average 785MT/Day  $\pm$  20%) from Unit 1, 2 & 3 of Lakvijaya Power Plant through National Competitive Bidding (NCB) for a period of Three (3) years. This invitation of bids is opened to local bidders only.

### **2. LANGUAGE OF THE BID:**

The language of the Bid and all documents related to the Bid shall be in English language. All local prospective bidders are eligible to bid.

### **3. SUBMISSION OF BIDS:**

The Bidding document includes three sections. They are.

Section 1 – Bid data sheet, General conditions of Contract, and Special Condition of Contract.

Section 2 – Technical Specifications

Section 3 – Forms to be used for Bidding

The bids shall be submitted for partial or up to maximum quantity of fly ash produced from Unit 01, 02 & 03 as specified in **the clause 01**, special condition of contract of this document.

Bids shall be submitted in duplicate using the Schedule of Prices (Appendix V-A, Appendix V-B, and Appendix V-C) attached with this document. The Original and Duplicate copy of the Bid shall be placed in two separate envelopes marked "**Original**" and "**Duplicate**". Both envelopes shall be enclosed in one securely sealed envelope. Name and number of the Contract shall be marked on the top left-hand corner of the envelope as indicated in the Data Sheet (page 1) of this document. The Name and Address of the Bidder shall also be clearly marked on the envelope. The Bids shall be addressed to the Chairman of the SCAPC (hereinafter called the Procurement Committee) as stated in the Data Sheet. (Page 1)

Bids sealed, marked and addressed as aforesaid could be deposited in the Box provided for this purpose at the Place of Acceptance of Bids stated in the Bid Data Sheet (Page 1)

**The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Ceylon Electricity Board will in no way be responsible or liable for any of those costs.**

### **4. CLOSING OF ACCEPTANCE OF BIDS & OPENING OF BIDS:**

The Bids shall be accepted only up to the Closing Time of the specified in the Bid Data Sheet (Page 1 of the Bidding Document). **Any Bids received after the Bid closing time will be rejected and returned unopened to the Bidder or to their duly authorized Agent.**

Bids will be opened immediately after the closing time of Bidding, at the Place of Opening of Bids stated in the Bid Data Sheet (Page 1). Bidders or their duly authorized representative/s may be present at the time of opening of Bids.

The Chairman Bid Opening Committee (BOC) will open the Bids and read out or cause to be read out the Prices offered, Name and Address of each Bidder, whether a Bid Security is submitted, the amount of Bid Security as indicated in the original Schedule of Prices (Appendix V-A, Appendix V-B, and Appendix V-C). Detailed Prices, Technical Data, Specifications, or other particulars of the Bid will not be divulged.

**5. LOCAL AGENTS:** Not applicable

**6. BID SECURITY:**

Each Bid shall be accompanied with a Bid Security to the value as indicated in the Bid Data Sheet (page 1), undertaking that the Bid will be held valid for the period specified in **Clause (8)** of this bidding document and that the Bid shall not be withdrawn during that period. Bid security shall be in the form of a Bank Draft or Bank Guarantee issued by commercial Bank Operating in Sri Lanka, approved by the Central Bank of Sri Lanka and payable to the Ceylon Electricity Board. The Bid Security shall be substantially in accordance with the specimen at **Appendix III**. Failure to submit the Bid Security at or before the closing time of the bidding and or if not in accordance with the above requirements **will result in the Bid being rejected**. Bid Securities from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder/Bidders. The Bid securities of the successful Bidders will be returned only after the receipt of the Performance securities as stipulated in the **Clause (12)** of this document.

**The Bid Security shall be unconditionally en-cashable on the receipt of the first written demand by the Ceylon Electricity Board.**

**7. SCHEDULE OF PRICES:**

Bids shall be submitted using the **Schedule of Prices furnished in the Appendix V-A, Appendix V-B, and Appendix V-C**. The Schedule of Prices must be completed without any alterations to its format, and no substitute shall, be accepted. All blank spaces shall be filled with the information requested. If any space is not applicable it shall be stated so. **Bids not in the prescribed form will be rejected.**

The rate quoted shall be written clearly in indelible ink or type written. The price per metric ton shall be given in words (in English) as well as figures. The amounts written in words will be taken as correct, in case of a discrepancy in the amounts written in words and in figures. The Bidder shall authenticate any alterations in the Bids. **Failure to do so will result in the offer being rejected.**

**Only the Prices indicated in the Schedule of Prices (Appendix V-A, Appendix V-B, and Appendix V-C), shall be considered for evaluation. Bidder should comply with the Conditions mentioned in clause 3 related to pricing.**

**Bidders are not permitted to submit alternative proposals. Further bidders are only permitted to quote for price schedule Appendix V-A & Appendix V-C or price schedule Appendix V-B & Appendix V-C.**

**Any single bidder is not permitted to bid for both Appendix V-A and Appendix V-B. If the same bidder has quoted for both Price Schedule Appendix V-A & Appendix V-B, then it will be considered only Price Schedule Appendix V-A for the evaluation.**

**8. MINIMUM VALIDITY PERIOD OF BIDS:**

All Bids shall be held good for acceptance for a minimum period of **One Hundred and Twenty (120 days)** from the date of the closing of Bidding specified in the Bid Data Sheet (Page 1). Rates indicated in the Schedule of Prices shall be firm and shall not be subject to any variation within the validity period of the Bid specified above.

## **9. DOCUMENTS AND DETAILS TO ACCOMPANY THE BID:**

The following documents shall be submitted with the Bid. **Failure to furnish the following document and details with the offer shall result in the offer being rejected.**

### **9.1 MANDATORY DOCUMENTS**

- (a) Duly signed "**Certificate of Purchase of Bidding Document**" (Appendix I) of this document.
- (b) Duly signed "**Form of Bid**" (Appendix II) of this document.
- (c) "**Bid Security**" vide Clause (6), substantially in accordance with the given format (Appendix III).
- (d) Duly completed and signed "**Schedule of Prices**" (Appendix V-A, Appendix V-B, and Appendix V-C) of the Bidding document.
- (e) Documents of Proof of Ability referred to in Clause (21).
- (f) A letter from the Commissioner of Inland Revenue Department, vide Clause 35 certifying that his/her company has not been registered for VAT (if applicable).
- (g) Copy of the certificate of Business Registration/ Company Registration.
- (h) Written power of attorney of the signatory to the bid.
- (i) Documents and details related to Fly Ash usage of the bidder.
- (j) If a bidder is bidding under Appendix V-B (10% of quality No.1), they should submit a confirmation letter from the Industrial Development Board (IDB) to declare that the company is registered as a small-scale industry.
- (k) Environmental Protection License (EPL) for transportation, storage, production, etc. (Request letters from the Environmental Authority, proof documents shall be submitted)

### **9.2 OTHER DOCUMENTS**

- (a) Documents of Audited financial statements of the bidder for the last three years.

## **10 POWER TO ACCEPT OR REJECT BIDS AND INTIMATION OF ACCEPTANCE:**

CEB reserves the right to reject any or all bids, without adducing any reasons.

The decision of the Procurement Committee (PC) on the award of the contract to **the Highest Evaluated Substantially Responsive Bid/s** will be final. The notice of acceptance of Bid will be sent by registered post to the successful Bidder as soon as possible, after the decision is reached by the Procurement Committee. Intimation of the acceptance of Bid/s may alternatively be made by Facsimile/E-Mail, if circumstances so require, and such intimation should be considered as **sufficient notice for acceptance.**

## **11 METHOD OF EVALUATION OF BIDS:**

The Ceylon Electricity Board may seek in writing clarifications or additional information on any Bid. In the absence of any response from the Bidder within the specified period, Ceylon Electricity Board reserves the right to make its own decision.

All responses to requests for clarifications or additional information shall be in writing and no change in the Bid price shall be sought, offered or permitted.

The offers received shall be evaluated for the sale of total fly ash produced by Unit 01, 02 & 03 for the purpose of the determination of highest evaluated substantially responsive Bid/s out of the Bids received, the Bid evaluation process would be carried out in two stages: i.e. (i) **Bid Examination** (ii) **Bid Evaluation**.

**(i) Bid Examination**

**(a) Eligibility of Bidders**

All bids opened will be examined to determine the eligibility of bidders responded and to determine the substantial responsiveness of the bids received commercially.

**(b) Commercial Correctness of Bids**

During the Bid examination process in respect of commercial aspect, the Bids will be checked to examine whether they are complete, any computational errors have been made, required Bid Securities have been furnished, **all the documents have been properly signed**, the Bids are generally in compliance with the requirements stipulated in the Bidding document and Bids are generally in order. All deviations observed during the Bid examination would be noted. Bids with deviations such as incomplete Bids, non-compliance with the special conditions of the bid, proposal of subcontracting when subcontracting is not allowed, absence of Bid security, lack of proper signature on the form of Bid, lack of critically important supporting documents etc., shall be rejected and shall not be considered for further evaluation as such Bids will be considered as substantially nonresponsive.

**(ii) Bid Evaluation**

**(a) Correction of Errors**

During detailed Bid evaluation, if there is a discrepancy between in figure and in words, the words will be governed. Further if there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern. If the Bidder does not agree for such adjustment, his Bid will be rejected without affecting his Bid security.

**(b) General Principle**

Bids will be evaluated for Quality No. 01 and Quality No. 02 of the Price Schedules separately and award will be separately.

**Quality No. 01**

Quality No. 01 will be evaluated according to two methods- Total monthly maximum production (28,500MT) of fly ash will be divided into **90% (25,650MT/month)** and **10% (2,850MT/month)** respectively for the above calculations.

**01. 90 % of Quality 1 Quantity (maximum of 25,650MT/month = 855MT/Day)**

The bids received shall be evaluated for the sale of Fly Ash produced by Unit 01, 02 & 03 as given in Price Schedule **Appendix V-A**.

All the Bids determined as commercially responsive during the Bid examination stage shall be evaluated and ranked in the highest unit price.

The full quoted daily quantity of fly ash will be sold to the highest-ranking bidder. If the highest-ranking bidder does not quote for the purchase of total daily quantity of Fly Ash, then the second highest ranking bidder is considered to sell the balance quantity daily of fly ash. If the second highest bidder too does not quote for the purchase of balance quantity of daily Fly Ash, this

evaluation procedure will continue to the next highest bidders (**According to their daily requested quantities**) until the total quantity is sold (90% of the total Fly Ash production).

### **02. 10 % of Quality 1 Quantity (maximum of 2850MT/ Month)**

The bids received shall be evaluated for the sale of Fly Ash produced by Unit 01, 02 & 03 as given in Price Schedule **Appendix V-B. 1**

All the Bids determined as commercially responsive during the Bid examination stage shall be evaluated and ranked in the highest unit price basis.

The quoted monthly quantity of fly ash will be sold to the highest-ranking bidder. If the highest-ranking bidder does not quote for the purchase of total monthly quantity of Fly Ash, then the second highest ranking bidder is considered to sell the balance quantity monthly of fly ash.

If the second highest bidder too does not quote for the purchase of balance quantity of monthly Fly Ash, this evaluation procedure will continue to the next highest bidders until the total quantity is sold (10% of the total monthly Fly Ash production).

If there is any excess Fly Ash quantity to be sold even after above allocation, the remaining quantity will be transferred to the 90 % on total category.

### **03 Quality No. 02 Fly Ash**

**Quality no 02 (Appendix V-C) is only applicable when the Quality No 02 Fly Ash available at the power plant.**

The bids received shall be evaluated for the sale of Fly Ash produced by Unit 01, 02 & 03 as given in Price Schedule **Appendix V-C.**

All the Bids determined as commercially responsive during the Bid examination stage shall be evaluated and ranked in the highest unit price basis.

The full quoted Fly Ash quantity will be sold to the highest-ranking bidder. If the highest-ranking bidder does not quote for the purchase of total quantity of Fly Ash, then the second highest ranking bidder is considered to sell the balance quantity of fly ash.

If the second highest bidder too does not quote for the purchase of balance quantity of Fly Ash, the evaluation procedure will continue to the next highest bidders until the total quantity is sold.

Total Quality No. 02 Monthly Fly Ash quantity will be considered for the evaluation as 4,500MT/month maximum of Fly Ash Production based on the average.

## **12 PERFORMANCE SECURITY, PRO FORMA INVOICE & CONTRACT OF PURCHASE:**

Within (14) days of receipt of the Letter of Notification of Award, the Successful Bidder (henceforth known as the Purchaser) shall furnish a Performance Security and duly completed and signed Contract of Purchase.

If any of the documents mentioned above are submitted after 14 days as stated above the date of starting the contract will be brought forward by the number of days delayed in submitting them and if they are not submitted **within 30 days of receipt of the letter of award, Ceylon Electricity Board has the right to forfeit the Bid Security of the Bidder and cancel the award.**

### **12.1 Performance Security**

The Purchaser/s shall furnish a Performance Security equal to **Ten Percent (10%) of the Value of total quantities (3 times of annual awarded quantity) of Fly Ash expected to be purchased within the whole period of three years without considering upcoming price adjustments.** The

Performance Security shall be in the form of a Bank Draft or a Bank Guarantee, substantially in accordance with the specimen in **Appendix IV** and issued by a Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The Performance Security shall be in favor of the General Manager, Ceylon Electricity Board, Colombo, and shall be valid for a period of three (3) years and two (2) months from the date of the anticipated initial dispatch.

In the event of default on the part of the Purchaser resulting from breach of conditions hereto, the General Manager, or any person purporting to act under the Authority of General Manager may by a written notice terminate the right of the Purchaser to proceed with any or all remaining fly ash dispatch and forfeit the Performance Security without recourse to legal action.

## **12.2 Contract of Supply**

After the Letter of Notification of Award is received the Purchaser shall enter into an agreement with CEB to execute the contract under the terms and conditions stated in the Letter of Award. A Specimen Contract form that shall be provided for the purpose is given in **Appendix – VI**.

## **13 TRANSPORT OF FLY ASH**

- (a) The successful Purchaser/s shall be responsible for the transport of Fly Ash from the Ash Silos of Unit 01, 02 & 03 of Lakvijaya Power Plant on a regular basis. If the Bidder is not agreeable for the dispatch of Fly Ash from Ash silos of the Lakvijaya Power Plant, the offer shall be **rejected**.
- (b) The delivery charges from Lakvijaya Power Plant to the Purchaser/s premises to be borne by the purchaser.
- (c) The successful purchaser/s shall be responsible for the transport of Fly Ash without creating any environmental impact.
- (d) Entry passes for all vehicles and persons should be requested within weekdays 24hours prior to the commence using LVPP security web base application.

## **14 DISPATCH SCHEDULE**

The quantities awarded shall be dispatched in accordance with the monthly dispatch schedule given by Power Plant Manager, Lakvijaya Power Plant one week prior to the end of each month. Monthly dispatch will be notified through a Proforma Invoice among the purchasers based on, expected fly ash production and the proportion of quantities awarded.

## **15 MODE OF PAYMENT**

CEB will ensure to issue an estimated quantity notice of the monthly volume of fly ash generation of unit 01, 02 and 03 each month, prior to commencement of the month through proforma invoice. Payment shall be made for estimated quantity notice before the commencement of the month. CEB will raise monthly Tax invoices for the Fly Ash issued quantity, within seven days after the end of each month. Any shortage of payment shall be settled within thirty (30) days of the monthly invoice or if excess payments remain shall be carried forward to month after next.

The payments should be made by a cheque drawn in favor of General Manager, Ceylon Electricity Board.

Applicable government taxes will be added to the invoiced price. If any statutory taxes imposed by the government during the contract agreement period should be borne by the buyer.

**16 INSPECTION ASH UNLOADING FACILITY:**

The bidder shall contact Lakvijaya Power Plant and arrange an appointment to inspect the facilities.

Purchaser shall provide necessary facilities at their cost, if the CEB request for inspections to the unloading and manufacturing process of the purchaser.

**17 INSURANCE :**

All the bowsers entering the Lakvijaya Power Station for dispatch of fly ash should be fully insured and if any damage caused to the personnel and/or property of the power station by any bowser, the damage will be claimed from the particular Purchaser.

**18 DISPATCH WITHIN AGREED PERIOD AND DAMAGES FOR DELAY:**

If any Purchaser fails to dispatch the agreed quantity as per the Dispatch schedule, the purchaser should arrange the dump the agreed daily/monthly quantity to a purchaser's place, at the purchaser's own cost including transport cost and handling costs.

However, the respective fly ash quantity will be included in the tax invoice based on the proforma invoice raised to the Purchaser, or

CEB will terminate the contract and the respective quantity of fly ash will be sold to the next highest bidder.

**19 CONTRACT NOT TO BE SUBLET:**

The Purchaser shall not assign or sublet the Contract to any other Buyer.

**20 FORCE MAJEURE:**

The Purchaser shall not be held responsible for any delay or non-performance of contractual obligations to buy, and the Ceylon Electricity Board shall not be held responsible for any delay or non-performance of its contractual obligations to sell, all or any quantity of Fly Ash, caused by Force Majeure, including war, civil insurrection, fires, flood, epidemics earthquakes, quarantine restrictions and freight embargoes. Such delay may be excused, and the period of such delay may be added to the time of the performance of the obligation delayed.

If a Force Majeure situation arises, the Buyer shall within **ten (10) days**, notify the CEB in writing of such condition and the cause thereof unless otherwise directed by the CEB in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**21 PROOF OF ABILITY**

Bidders shall submit with their offer Documents and / or other evidence of their ability to carry out the contract. Factors such as experience, plant facilities, nature of business, capital invested, authorized, turnover, logistics, guaranteed time of dispatch and other relevant matters will be

considered during evaluation of offers. The Procurement committee reserves the right to call for further documentary evidence of the ability of the Bidders to fulfill the terms and conditions of the contract.

## **22 ARBITRATION:**

If during the continuance of this contract or within one month after the termination thereof, any differences or disputes, which may arise between the parties hereto in regard to the interpretation of any of the provisions herein contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the General Manager, Ceylon Electricity Board is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral Tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceedings, Awards and any other matters relating to the Arbitration shall abide by Arbitration Act, No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka.

## **23 LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:**

The Bidder/s and any contracts resulting there of shall be governed, abided by and construed, according to the Law of the Democratic Socialist Republic of Sri Lanka.

## **24 BIDDERS TO INFORM THEMSELVES FULLY:**

Bidders shall acquaint themselves fully with the conditions of Bidding. No plea for lack of information or insufficient information will be entertained at any time.

## **25 BIDS TO BE ON OFFICIAL DOCUMENTS:**

Offers will be rejected, if Bidders fail to submit their bids on the official bidding documents and / or if the conditions laid down here to have not been strictly fulfilled.

## **26 BIDDER'S STANDARD CONDITIONS:**

Bidder's Standard Conditions of buying printed on a separate format, will not be accepted. The conditions of Bid of the Ceylon Electricity Board shall prevail.

## **27 SAMPLES**

Fly ash samples can be collected at the ESP units of the Lakvijaya Power Plant or the fly ash silo at any time after the dispatch schedule is finalized.

## **28 DEFAULTED CONTRACTORS:**

A Bid is liable to be rejected forthwith if it is submitted by a Contractor who has, in the past, failed to perform contract obligation satisfactorily in accordance with the terms and conditions of this contract with the CEB.

## **29 DECLARATION OF DIRECTORS:**

When forwarding bids, Private Companies should declare the names of their Current Directors and the Major Share Holders while Public Companies should declare the name of their Current Directors with the Bids.

### **30 TAXES AND LEVIES:**

Notwithstanding anything specified in the conditions of Contract, all taxes and levies as and when imposed or imposable by the Government of Sri Lanka will be taken into consideration for invoicing purposes.

### **31 VALUE ADDED TAX (VAT) AND OTHER TAXES:**

In addition to the cost of Fly Ash the **VAT, Social Security Contribution Levy (SSCL) and other applicable Taxes imposed from the government** will be added to the invoice.

### **32 APPEAL**

After evaluation of Bids in accordance with the procedures described under Clauses 11, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer has changed the original contract award decision in favor of the bidder who has made such representation.

**Address : The Secretary  
: Appeal Board  
: Presidential Secretariat  
: Colombo**

**Cash Deposit : Rupees 100,000/=**

### **33 FURTHER INFORMATION:**

Any further information and clarifications shall be sought, one (01) week prior to the Date of closing of Bidding, in writing, from the PPM, Lakvijaya Power Plant as stated in the Bid data Sheet (Page 1).

General Manager,  
Ceylon Electricity Board.

## SPECIAL CONDITIONS OF CONTRACT

### 1. Quantity of Fly Ash

Considering the plant availability of 80% and running at a load of 300 MW annual fly ash productions is around 94,000 X 3 MT from three Units. The expected total monthly Fly Ash production will be a maximum of around 28500 MT and on average 23,500 MT±20% variation is possible. However, the actual quantity of Fly Ash depends on the running pattern of the Units and the origin of the coal source.

### 2. Period of Contract

The period of this contract shall be for Three (3) years from the date of signing of the contract agreement.

### 3. Sale of Fly Ash

Bidders are allowed to quote minimum quantity of 250 MT of the monthly Fly Ash production under Appendix V-B and V-C. Bidders are allowed to quote minimum quantity of 1000 MT of the monthly Fly Ash production under Appendix V-A. The quantity of fly ash sale will be based on actual Fly Ash production depending on the running pattern of Units and the origin of the coal source.

Invoice will be made on a calendar month. Refer to clauses 14 and 15 in the general conditions of the contract.

**CEB will adjust the awarded bid price as per the below equation annually.**

The awarded price will be adjusted annually (1 month before the first-year completion and second-year completion respectively) as per the below formula based on the CIDA publication.

$$\text{Adjusted Bid Rate} = \left( 0.869 * V * \frac{I_{tc} - I_{tb}}{I_{tb}} \right) + \text{Awarded bid rate}(V)$$

V- Awarded bid rate

I<sub>tc</sub>- Cost index published by the CIDA for all constructions for the quarter most recent to respective adjustment date.

I<sub>tb</sub> = 1364.00, Cost index published by the CIDA for all constructions for the fourth quarter of the year 2023. (Ref: CIDA Publication Bulletin of Construction Statistics – Volume 33- December 2023, Table 04)

**The adjusted price will be informed to the bidder one month before the end of the ongoing 1-year period. There will be two price revisions during the 3-year tender period. However, this equation will be applicable if the price variation is within +- 15% for the first adjustment and +- 30% for the second adjustment. If it is beyond this region maximum or minimum of 15% for the first adjustment or 30% for the**

**second adjustment will be adjusted respectively. The adjusted rate will be round off to two decimal places.**

#### **4. Collection of Fly Ash**

The buyer/s shall collect the Fly Ash at the ash silos of units at Lakvijaya Power Plant premises during any day of the week and any time of the day as given in the dispatch schedule (for evaluation purpose Day refer to 24hr start from 0000 hrs, Week refers to 7 days, Month refers to 30 days and Year refers to 12 Month) using **bulk tanker trucks**. Buyers are not allowed to dispatch fly ash in open trucks or in jumbo bags.

The buyers shall organize and carry out dispatch and transport of fly ash diligently and in a good environmentally friendly manner according to the regulations of Environmental Authority.

All costs related to dispatch and transport of fly ash shall be borne by the buyer/s. The bulk tankers coming to collect the fly ash shall park outside of the power station premises until fly ash is ready to dispatch.

#### **5. Weight of Fly Ash**

Weight of fly ash will solely be decided using the weigh bridge at the power Station, without any cost to buyer/s.

#### **6. Damage to Property and Injury to Persons**

The buyer/s shall be liable for and shall indemnify CEB against all losses, expenses or claims in respect of loss or damage to any physical property or of death or personal injury Whenever occurring, to the extent caused by any of the buyer's activities.

#### **7. Sampling and Testing**

Sample points are available at Electrostatic Precipitator (ESP) of Lakvijaya Power Plant and buyers are allowed to take samples from ESP sample points of Lakvijaya Power Plant at any time.

#### **8. Entry and exit roads**

The bulk tanker trucks are allowed to use the **2<sup>nd</sup> Main** entrance gate through the Narakkaliya junction as entry and exit to the Power Plant and rout plan will be provided to the purchaser/s after award the contract.

#### **9. Safety**

Safety arrangements for the buyer's personal at the dispatch place (ash silo) should be arranged by the buyer/s. Uniforms and personal protective equipment (PPE) should be provided by the buyer to their personnel, at their own cost. CEB not allowed any persons to the site without PPE.

**SECTION – 2**

- SPECIFICATION OF FLY ASH

*Information Copy - Not for Bidding*

## TECHNICAL SPECIFICATION OF FLY ASH

**Both Coarse and Fine Fly Ash will be stored in the same silo and will not be stored separately.**

Quality NO. 01 Fly Ash

a) Loss of Ignition (LOI)  $\leq$  5%

Ash quality is classified according to the LOI value. If LOI is below 5%, it is categorized as Quality No. 01 Ash and if LOI is above 5% it is categorized as Quality No. 02 Ash. Loss of Ignition values will solely be tested by a third-party contractor and verified by CEB. The final LOI value will be declared by CEB. Test will be conducted by every 3 hours and the verified value will be taken as the final value for all financial invoices. Third party contractor must be check the LOI and finesse according to ASTM standards mentioned in Annexure A. Buyer should be able to observe the quality checking process as and when required by the buyer. If it is observed that LOI is higher than 5% by the buyer, the buyer can immediately stop accepting fly ash and should go for testing of reference sample must be done again in a third party laboratory with presence of buyer's and seller's representatives. That result will be taken as the final LOI result and can continue accepting or rejecting based of that LOI result.

Quality NO. 02 Fly Ash

a) Loss of Ignition (LOI)  $>$  5%

Quality No.02 Fly Ash will be dispatched only when available.

Information Copy - Not for Bid

### **SECTION – 3**

- APPENDIX I – CERTIFICATE OF PURCHASE OF THE BIDDING DOCUMENT
- APPENDIX II – FORM OF BID
- APPENDIX II – BID SECURITY
- APPENDIX IV – PERFORMANCE SECURITY
- APPENDIX V – PRICE SCHEDULE
- APPENDIX VI – FORM OF CONTRACT AGREEMENT

*Information Copy Not for Bidding*

# CERTIFICATE OF PURCHASE OF THE BIDDING DOCUMENT

(To be signed and attached with the bid)

Date :  
Issued to :

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

On behalf of :

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

Nonrefundable Tender fee receipt No..... Dated.....

For Power Plant Manager (Lakvijaya Power Plant)

Ceylon Electricity Board

I / We agree to abide by the Conditions of Contract for Contract No. LV/S/Fly Ash/004 and therefore submit my/our Bid in the attached Schedule of Prices (Appendix V-A, Appendix V-B, Appendix V-C)

Position and Name of Signatory : .....

Address : .....

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

Date : .....

.....  
Signature of Bidder and Seal

CEYLON ELECTRICITY BOARD  
**FORM OF BID**

**The Chairman,**

Standing Cabinet Appointed Procurement Committee

I/We having examined the Conditions of contract, the Schedule of Prices (Appendix V) and all other Documents pertaining to this work/supply, do hereby offer and undertake to carry out the work/supply, to the satisfaction of the General Manager, Ceylon Electricity Board strictly in accordance with the conditions of Contract; at the prices and within the delivery period set forth in the accompanying Bill of Quantities pertaining to the **Contract No** ..... and in consideration of the trouble and expense incurred by you in preparing the contract documents and in examining and considering the Bid, I/We further undertake that this Bid shall not be withdrawn by me/us before the expiration of 120 **days** from the date of the closing of Bid but shall remain binding on me/us and may be accepted at any time before such expiration.

And I/We further undertake in the event of this Bid being accepted to furnish a Performance Security corresponding to 10% of the one (1) Year contract sum, valid for the period of Five (5) year and One (1) month. Such Bond shall be on the form of a Bank Guarantee or such other form as provided in the Conditions of contract and shall be in favor of the General Manager, Ceylon Electricity Board for the due Performance of the Contract and for the payment of all claims to which the Ceylon Electricity Board may be entitled, and to execute an agreement in the prescribed form duly stamped by me/us at my/our expense in accordance with the Stamp Duty Ordinance and to complete the work to the entire satisfaction of the General Manager, Ceylon Electricity Board.

And I/We further agree that, in the event of my/our withdrawing the Bid or declining or failing to execute such bond and/or agreement within two (2) weeks of my/our being called upon to execute such bond and/or such Agreement, the Ceylon Electricity Board has the right to confiscate the Bid Security and to recover from me/us the full amount of damages sustained by the Ceylon Electricity Board as a result of my/our so declining or failing.

I/We understand that you are not bound to accept the lowest or any Bid you may receive.

.....  
**Signature of Bidder**

Date : .....

Bidder's Name : .....

Address : .....  
.....

Witness

Signature: 1..... 2.....

Name: 1..... 2.....

Address: 1..... 2.....

Specimen Form of Bid Security

**BID SECURITY**

(.....Date .....)  
Ceylon Electricity Board,  
Colombo 2.  
Dear Sirs,

**Contract No** : .....

**Bid Security No** : .....

At the request of our constituent..... of.....  
(Hereinafter referred to as "The Contractor") we the undersigned..... duly  
incorporated in ..... and having its head office at .....  
and carrying on business at ..... in the Island of Sri Lanka do hereby undertake  
and promise to pay to you on demand at Colombo in Sri Lanka currency such sums not exceeding  
in the aggregate Rupees ..... (LKR.....) as may be  
demanded by you from time to time here-under provided every such demand is made in writing  
under the hand of the General Manager or the Chief Executive Officer or your Board or any person  
purporting to act under the Authority of the General Manager or the Chief Executive Officer of the  
Ceylon Electricity Board.

Notwithstanding anything to the contrary herein contained these presents shall be valid only up to  
and include the ..... day of ..... and shall not hereafter be of any force of  
avail in law except in respect of any demand made by you before 2 p.m. on the said  
..... day of ..... provided however that in case we shall have before  
2 p.m. on the said..... Day of..... extended the period of validity  
of these presents up to any date subsequent to the said ..... day of  
..... then the provisions of this clause shall set and amended and read as if the date of  
which these presents is so extended and originally been inserted wherever in this clause the said  
..... day of ..... Occurs and these presents shall  
have force accordingly. Such period of validity may similarly be extended from time to time so as  
to keep these presents in full force up to such extended date or dates.

A demand addressed to us under the hand of your General Manager or the Chief Executive Officer  
or other Officer of your Board acting as aforesaid shall be sufficient and conclusive proof that we  
are liable to pay to you the sum demanded hereunder.

Our liability hereunder shall not in any event exceed a sum of LKR.....  
(LKR .....) in the aggregate and every payment made by us hereunder shall  
be a pro tanto discharge of our aggregate liability hereunder.

We specifically agree that you shall be at liberty either in one action to sue us and the said contractor  
or any other persons or persons jointly and severally or to proceed in the first instance against us  
only and further that we hereby expressly renounce our right to claim the said Contractor should be  
excused or proceeded against by action in the first instance and the right to claim that you should  
recover from us appropriate share of the amount claimed and all other rights, benefits and privileges  
to which guarantees or sureties are or may in law be entitled, it being expressly agreed and  
understood that we shall be liable in all respects hereunder as principal debtor to the extent  
aforementioned including the liability to be used before recourse is had against the Contractor.

Yours faithfully,

**Witness:**

.....  
.....

The above Guarantee is issued in respect of the Bid for **Bid No: LV/S/Fly Ash/004** submitted by .....  
..... *..(Insert Name of the Bidder)* to the General Manager, Ceylon Electricity Board for  
the Sale of Fly Ash from Unit 1,2 & 3 of Lakvijaya Power Station, Narakkaliya, Norochcholai.

*Information Copy - Not for Bidding*

Specimen Form of Performance Security

**PERFORMANCE SECURITY**

**Performance Security No** : .....  
**Award No** : .....

KNOW ALL MEN BY THESE PRESENTS that by this BOND we ..... whose registered office is at ..... (Hereinafter called "Purchaser") and ..... a body incorporated in Sri Lanka carrying on business in Colombo whose registered office is at .....(hereinafter called the "Surety") are hold and firmly bound into the CEYLON ELECTRICITY BOARD having its Head Office at No. 50, Sir Chittampalam A Gardiner Mawatha, Colombo 2, its Successor and assigns for an on behalf of the CEYLON ELECTRICITY BOARD.

Hereinafter called the ("Employer") in the Sum of Rupees..... (Rs.) for the payment of which said sum of money the Purchaser and the Surety bond themselves, their successors and assigned jointly and severally by these presents.

WHEREAS We the said Purchaser and Surety do hereby undertake and promise to pay to you on demand at Colombo such sum not exceeding Rupees..... (Rs. ....) as may be demanded by you from time to time provided every such demand is made in writing under the hand of the General Manager of the Employer or by any person purporting to act under the authority of the General Manager. Such written demand shall be sufficient and conclusive proof that we are liable to pay to the Employer the sum demanded herein due.

WHEREAS the Purchaser and the Employer have entered into an Agreement herein after called ("the said Contract") for the Supply and delivery/executing of ..... more particularly described in the Bid bearing No..... dated..... in conformity with the provisions of the said Contract.

NOW THEREFORE, the CONDITIONS of the above written Bond is such that if the Purchaser shall duly perform and observe all the terms provisions, conditions and stipulations of the said Contract on the Purchaser 's part to be performed and observed, according to the true purport, intent and meaning thereof, or if on default by the Purchaser the Surety shall satisfy and discharge any damage or loss and shall pay all costs or expenses, or otherwise sustained by the Employer thereby, up to the amount of the above written Bond then this obligation shall be null and void, but otherwise shall be and remain in full force and effect, but no alteration in terms of the said Contract made by agreement between the Employer and the Purchaser , or in the extend, or nature of the works to be executed thereunder, and no allowance of time by the Employer or the Engineer under the said Contract, nor any forbearance or forgiveness in, or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Engineer shall in any way release the surety from any liability under the above written Bond.

SECTION – 3: PERFORMANCE SECURITY

THIS BOND shall operate and take effect as from the date hereof and shall continue in force and remain valid as and from ..... day of..... Two Thousand ..... until ..... day of..... (Two Thousand ..... both days inclusive provided however, the period of validity of this Bond may be extended up to any date subsequent to the said ..... day of ..... then this Bond shall remain full force and effect up to such extended date.

Provided always and it is hereby declared and agreed that all the rights and remedies of the Employer under this Bond are to be cumulative and in addition to, and not in substitution for their respective rights and remedies under the said Contract and the rights of the Employer against the Purchaser and Surety and either of them and their or his respective successors and assigns shall not be prejudiced or affected by any alteration which may be made by agreement between the parties to the said Contract in the terms thereof and of any such award as aforesaid or in the nature of the work to be executed and obligations to be performed thereunder or by time being granted to the Purchaser s.

It is hereby further declared and we specifically agree that you shall be at liberty either in one action to sue us and the said Purchaser or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim that the said Purchaser should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rata share of the amount claimed and all other rights, benefits and privileges to which Guarantors or Sureties are and may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Purchaser . Any suit at Law or Proceedings in equity if brought against the Surety or Purchaser of any other person to recover any claim hereunder the same shall be instituted in Sri Lanka.

In witness whereof the parties hereto have hereunto set their hand at Colombo on the dates herein mentioned.

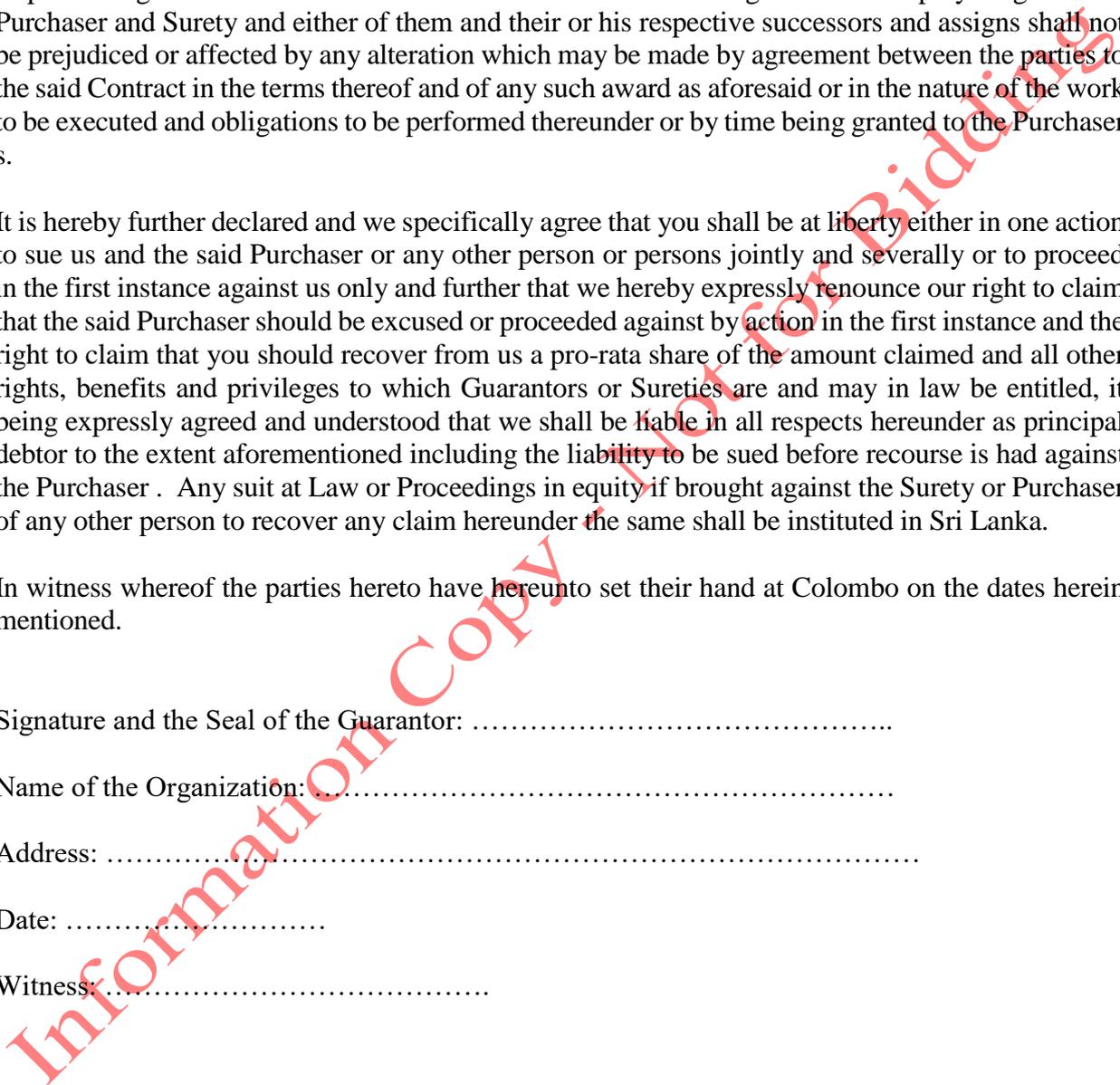
Signature and the Seal of the Guarantor: .....

Name of the Organization: .....

Address: .....

Date: .....

Witness: .....



CEYLON ELECTRICITY BOARD

PRICE SCHEDULE (Above 1000 MT per Month)

SCHEDULE OF PRICES FOR PURCHASE OF FLY ASH (AS PER THE SPECIFICATIONS) PRODUCED FROM UNIT 01,02& 03

Bid No. LV/S/Fly Ash /004

Item Description	*Bidding Minimum Quantity Per Day (MT) (Cannot exceed 855 MT per Day) (A)	**Bidding Minimum Quantity Per Month (MT) (cannot exceed 25,650 MT per Month) B = (A*30)	Bidding Minimum Quantity Per Annum (MT) (C=B*12)	Unit Price without Taxes in LKR (price per MT)		Total Price for Three (03) Years without Taxes in LKR	
				In figures (D)	In Words	In figures (E=C*D*3)	In Words
Quality No. 01 Fly Ash (90% of Quantity)							

**Note – The contract is for Three years. VAT & Other Applicable Government taxes will be charged separately**

\*- Maximum of 855 MT/Day, on average 706.5 MT/Day +- 20%

\*\* - Maximum of 25,650 MT/Month, on average 21,195 MT/Month +- 20%

Signature of Tenderer  
 Name, ID No. and Address of Tenderer  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 Facsimile:.....  
 E-mail:.....  
 Company Seal:.....

Signature of Witness 1  
 Name, ID No. and Address of Witness 1  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 Facsimile :.....  
 E-mail :.....

Signature of Witness 2  
 Name, ID No. and Address of Witness 2  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 .....  
 Facsimile :.....  
 .....  
 E-mail :.....  
 .....

## CEYLON ELECTRICITY BOARD

## PRICE SCHEDULE (Above 250 MT per Month)

SCHEDULE OF PRICES FOR PURCHASE OF FLY ASH (AS PER THE SPECIFICATIONS) PRODUCED FROM UNIT 01,02 &amp; 03

## Bid No. LV/S/Fly Ash /004

Item Description	*Bidding Minimum Quantity Per Month (MT) (Cannot exceed 2,850MT per Month) (B)	Bidding Minimum Quantity Per Annum (MT) (C=B*12)	Unit Price without Taxes in LKR (price per MT)		Total Price for Three (03) Years without Taxes in LKR	
			In figures (D)	In Words	In figures (E=C*D*3)	In Words
Quality No. 01 Fly Ash (10% of Quantity)						

**Note 1 – The contract is for Three years. VAT & Other Applicable Government taxes will be charge separately**

**Note 2 - A confirmation letter from the Industrial Development Board (IDB) to declare that the company is registered as a small-scale industry.**

\*- Maximum of 2,850 MT/Month, on average (2,340 MT/Month +- 20%)

Signature of Tenderer  
Name, ID No. and Address of Tenderer  
.....  
.....  
.....  
Date  
Telephone :.....  
Facsimile:.....  
E-mail:.....  
Company Seal:.....

Information Copy - Not for Bidding

Signature of Witness 1  
Name, ID No. and Address of Witness 1  
.....  
.....  
.....  
Date  
Telephone :.....  
Facsimile :.....  
E-mail :.....

Signature of Witness 2  
Name, ID No. and Address of Witness 2  
.....  
.....  
.....  
Date  
Telephone :.....  
Facsimile :.....  
E-mail :.....

CEYLON ELECTRICITY BOARD

**PRICE SCHEDULE C (Above 250 MT per Month)**

SCHEDULE OF PRICES FOR PURCHASE OF FLY ASH (AS PER THE SPECIFICATIONS) PRODUCED FROM UNIT 01,02& 03

**Bid No. LV/S/Fly Ash /004**

Item Description	Bidding Minimum Quantity Per Month (MT) (Cannot exceed 4,500MT per Month) (B)	Bidding Minimum Quantity Per Annum (MT) (C=B*12)	Unit Price without Taxes in LKR (price per MT)		Total Price for Three (03) Years without Taxes in LKR	
			In figures (D)	In Words	In figures (E=C*D*3)	In Words
Quality No. 02 Fly Ash						

**Note – The contract is for Three years. VAT & Other Applicable Government taxes will be charge separately**

Signature of Tenderer  
 Name, ID No. and Address of Tenderer  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 Facsimile:.....  
 E-mail:.....  
 Company Seal:.....

Signature of Witness 1  
 Name, ID No. and Address of Witness 1  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 Facsimile :.....  
 E-mail :.....

Signature of Witness 2  
 Name, ID No. and Address of Witness 2  
 .....  
 .....  
 .....  
 Date  
 Telephone :.....  
 Facsimile :.....  
 E-mail :.....

**FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into at Norochcholai on this ..... day of ..... 2024 the Ceylon Electricity Board, a corporate body established under the Act No. 17 of 1969 having its head office at No. 50, Sir Chittampalam A. Gardiner Mw., Colombo 02, Sri Lanka (hereinafter called “the Seller”) of the ONE PART and ..... (hereinafter called “the Buyer”) of the OTHER PART.

WHEREAS the Seller invited bids for Selling of Fly Ash from Three Units of Lakvijaya Power Plant and SCPAC given a decision to sell .....MT of Fly Ash per month. Therefore, buyer is eligible to buy fly ash for sum of LKR ..... (LKR .....) per Metric Ton (MT)

**Excluding** .....

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to.

2. Quantity of Fly Ash

Quantity of Fly Ash defined according to the plant operation. Buyer is eligible to procure maximum of .....MT per Day/Month Fly Ash from the total of daily/monthly production (Quality No 01/Quality No 02)

3. Selection of Ash Quality

Both Coarse and Fine Fly Ash will be stored in the same silo and will not be stored separately.

**Quality No. 01 Fly Ash and Quality No 02 Fly Ash**

a) Loss of Ignition (LOI)  $\leq 5\%$

Ash quality is classified according to the LOI value. If LOI is below 5%, it is categorized as Quality No. 01 Ash and if LOI is above 5% it is categorized as Quality No. 02 Ash. Loss of Ignition values will solely be tested by a third-party contractor. Test will be conducted by every 3 hours and the test value will be taken as the final value for all financial invoices. Third party contractor will check the LOI according to ASTM standards mentioned in **Annexure A**. Buyer can observe the quality checking process as and when required by the buyer.

If it is observed that LOI is higher than 5% by the buyer, the buyer can immediately stop accepting fly ash and should go for testing of reference sample which is to be done again in a third-party laboratory with presence of buyer’s and seller’s representatives. That result will be taken as the final LOI result and can continue accepting or rejecting based of that LOI result.

4. Term of the agreement

The term of the Agreement shall be for a period commencing on the date of the Agreement and ending, unless terminated earlier in accordance with the provisions of the Agreement, on the date which falls Six (6) Months after the date of the Agreement.

## 5. Logistic Plan

### 5.1. Monthly Forecast Schedule

Seller must submit a Monthly Forecast Schedule along with the invoice for fly ash according to the monthly energy forecast of all three units.

Buyer can declare the scheduled maintenance activities in advance for maximum of three times a year. Further Buyer can declare any unplanned maintenance activities due to their plant breakdown and seller must allow 12 days per year (at a time approximately for maximum 3 days). Such notifications shall be declared by in writing.

### 5.2. Monthly Transport Schedule

Buyer should submit a completed Monthly Transport Schedule. It can be update weekly after receiving the monthly forecast schedule

### 5.3. Daily Fly Ash Issuing

If there is a vehicle queue for loading, daily fly ash issuing will be done according to the allocation ratio for buyers. Bulk tankers driver should take a token from the security officers of LVPP, and tanker must be parked in the appropriate cell.

If buyer fails to dispatch the agreed quantity as per the Dispatch schedule, the buyer should arrange the dump the agreed daily/monthly quantity to a buyer's place, at buyer's own cost including transport cost and handling cost.

## 6. Weight of Fly Ash

Weight of fly ash will solely be decided using the weigh bridge placed outside (Gate No 02) of the power plant, without any cost to buyer. This will be the final measurement for all the financial invoices.

CEB will ensure the weighbridge is timely calibrated and stamped by the weigh and measurement department of the government of Sri Lanka and documents can be furnished for the buyer for records upon their requests.

## 7. Mode of Payment

CEB will ensure to issue an estimated quantity notice of the monthly volume of fly ash generation of unit 01, 02 and 03 each month, prior to commencement of the month through proforma invoice. Payment shall be made for estimated quantity notice before the commencement of the month. CEB will raise monthly Tax invoices for the Fly Ash issued quantity, within seven days after the end of each month. Any shortage of payment shall be settled within thirty (30) days of the monthly invoice or if excess payments remain shall be carried forward to month after next.

The payments should be made by a cheque drawn in favor of General Manager, Ceylon Electricity Board. Applicable government taxes will be added to the invoiced price. If any statutory taxes imposed by the government during the contract agreement period should be borne by the buyer.

## 8. Price Adjustment

As per clause 3 in the special conditions of the contract, the awarded price will be adjusted annually (1 month before the first-year completion and second-year completion respectively).

9. The following Documents shall be deemed to form and be read and construed as part of this agreement viz.

- a) The Seller’s notification to the Buyer of Award of Contract.
- b) The bid submission sheet and the price schedule submitted by the bidder.
- c) The General conditions of the contract. LV/S/Fly Ash/004
- d) The Special conditions of the contract. LV/S/Fly Ash/004
- e) The Technical Specifications attached to bid document. LV/S/Fly Ash/004
- f) The Performance bond no.....of.....  
dated..... value LKR ...../-(..... Rupees  
Only)

This contract shall prevail over all other Contract documents in the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

10. In the consideration of the payments to be made by the Buyer to the Seller as hereinafter mentioned, the Buyer hereby covenants with the Seller to purchase the Fly Ash in all respects with provisions of the contract.

11. The Seller hereby covenants to receive payments from the Buyer, in consideration of the provisions of the sale of Fly Ash from three Units of Lakvijaya Power Station under the provisions of the contract, at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF,** the said **CEYLON ELECTRICITY BOARD** and  
 ..... have caused their respective seals affixed hereunto and to one other of the same  
 tenor and date as herein before mentioned  
**SIGNED AND DELIVERED**  
 By the **CEYLON ELECTRICITY BOARD**

1) ..... 2) .....  
 .....  
 .....

In the Presence of:

1)..... 2).....  
 Name: ..... Name: .....  
 Designation: ..... Designation: .....

**SIGNED AND DELIVERED**

By the .....

FORM OF CONTRACT AGREEMENT

1).....

Name : .....

Designation: .....

In the presence of:

1).....

Name: .....

Designation: .....

2).....

Name: .....

Designation: .....

*Information Copy - Not for Bidding*

