

**Government of
Democratic Socialist Republic of Sri Lanka**

Ministry of Power & Energy



Ceylon Electricity Board

Request for Proposals

**Development of 50 MW Wind Farm Facility at
Mannar on Build, Own and Operate (BOO) Basis**

RFP Document

Volume I of VI

Instructions to Project Proponents

Issued on: 14th March 2024
Bid No.: TR/REP&PM/ICB/2023/009/C
Employer: Ceylon Electricity Board

Ceylon Electricity Board
P.O. Box 540
Colombo 02.

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Information Copy – Not for Bidding

Request for Proposals

Ref: TR/REP&PM/ICB/2023/009/C

Date: 14th March 2024

Development of 50 MW Wind Farm Facility at Mannar on Build, Own and Operate (BOO) Basis.

The Ceylon Electricity Board (“CEB”) on behalf of the Cabinet Appointed Negotiating Committee (CANC) invites Project Proponents to submit Proposals for the development of the Mannar 50 MW Wind Farm Facility. Basic details of the Project and the information related to the Proposal are given in the ‘Instructions to Project Proponents’. Further details of the same will be provided in a Compact Disc (CD).

The successful Project Proponent will be required to establish a Project Company incorporated under the Companies Act, No. 7 of 2007, with a registered office in Sri Lanka. The Project Company shall enter into the Project Agreements: Power Purchase Agreement and Land Lease Agreement with Sri CEB and Implementation Agreement with Government of Sri Lanka (“GOSL”). An Operational Period of twenty years following the Commercial Operation Date (COD) of the Project is provided in the Project Agreements.

Each Proposal must be accompanied by a Proposal Security for an amount of USD 150,000 (or equivalent in Sri Lankan Rupees at the time of Proposal Closing). Proposal Security Shall be an unconditional bank guarantee issued by a bank operating in Sri Lanka which is approved by the Central Bank of Sri Lanka, or a bank based in another country, but the Proposal Security shall be certified by a bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka. An irrevocable letter of credit or a cashier’s certified cheque is not acceptable.

CEB/CANC reserves the right to reject any or all Proposals or cancel/withdraw the Request for Proposals without assigning any reason whatsoever and in such a case no Project Proponent/ shall have any claim arising out of such action.

Each Project Proponent shall provide a postal address in Sri Lanka, e-mail address and a fax number for receipt of RFP related information. Project Proposals shall be submitted to the following not later than 1000 hrs of 09th May 2024.

Chairman, CANC, Ministry of Power & Energy
C/O, Deputy General Manager – Renewable Energy Procurement & Performance Monitoring
Ceylon Electricity Board,
No. 6-1/2, 1st Floor, Kalinga Place, Off Suleiman Avenue,
Colombo 00500, Sri Lanka.

Instructions to Project Proponents

Development of 50 MW Wind Farm Facility in Mannar on Build, Own and Operate (BOO) Basis

Basic instructions to the Project Proponents related to the Development of 50 MW Wind Farm Facility is provided through this document, which is Volume I of the Request for Proposals document. Further details of the same will be provided in a Compact Disc (CD), and it is the responsibility of the Project Proponents to ensure that they obtain the CD from the CEB and comprehend with all the information included, and submit their proposals in accordance with the requirements mentioned therein. The CD shall contain the following.

- Volume I : Instructions to Project Proponents
- Volume II : Proposal Letters and Forms
- Volume III : Draft Power Purchase Agreement (PPA)
- Volume IV : Draft Land Lease Agreement
- Volume V : Draft Implementation Agreement
- Volume VI : Schedules of the PPA

1. Project Description

1.1 Scope of the Project

Finance, design, supply, construction, testing, commissioning, operation and maintenance of 50 MW wind farm in Mannar town Divisional Secretary area of Northern Province, Sri Lanka, on Build-Own-Operate (“BOO”) basis as described below, hereinafter referred to as the “**Wind Farm Facility**”.

The Wind Farm Facility shall generate 50±5 MW power at the CEB metering point (33 kV voltage level) and shall include 10 Nos number of wind turbine (Three bladed, horizontal axis, up wind) generators, 33 kV collector network, switchgear and protection schemes, stand-by/auxiliary/emergency power requirements, water requirements, SCADA facilities up to the termination/metering point and all other appurtenant equipment to operate a wind farm. The Wind Farm Facility must comply with “CEB Grid Code” and all other requirements as specified in this RFP Document.

1.1.1 Annual Engineering Audit

Project Company shall allow the CEB to carry out annual technical audits of the Wind Farm Facility with or without prior notice, during the Operation Period.

1.2 Project Development Procedure

The successful Project Proponent shall establish a single purpose project company (“**Project Company**”) incorporated under the Companies Act, No. 7 of 2007 with a registered office in Sri Lanka for the finance, design, supply, construction, testing, commissioning, operation and

maintenance of the Wind Farm Facility. Key steps in the project development process are given below.

- Provisional Approval (PA) for the project from SLSEA will be obtained by CEB for carrying out an on-grid renewable energy project. Based on the PA, Project Company shall obtain the Energy Permit from SLSEA by paying the relevant statutory charges in accordance with the Sri Lanka Sustainable Energy Authority Act, No. 35 of 2007.
- obtain a Generation License from Public Utilities Commission of Sri Lanka (“PUCSL”) pursuant to the Electricity Act, No. 20 of 2009.
- obtain and maintain permits for the importation of materials and equipment for the Project, and any other permits and/or licenses required for construction and operation of the Project Company, according to applicable laws.
- finance, design, supply, construction, testing, commissioning the Wind Farm Facility within the schedule agreed upon in the Project Agreements.
- operate and maintain the Wind Farm Facility for the Operational Period specified in the Project Agreements or as may be otherwise agreed between the Parties.

The financing of the Project through a mixture of equity and debt is the sole responsibility of the Project Company. At least 20% (twenty percent) of the financing required by the Project Company to develop this Project shall be in the form of equity. The Project Company shall obtain the balance portion of the financing in the form of debt from commercial sources with support from export credit agencies and international financial institutions.

In view of the compelling technical and financial characteristics and the long-term nature of BOO Projects, the GOSL through its instrumentality, Board of Investment of Sri Lanka (“BOI”) may provide the Project Company with certain concessions and incentives. The Project Proponents are required to liaise with BOI to obtain incentives and concessions and other forms of support. The Project Proponents are advised to obtain confirmation from BOI on the above, prior to furnishing the Proposal.

Any direct or unconditional GOSL guarantees or assurances are not available to the Project Company for the project finances, except the assurances provided in the Project Agreements. The Project Company and the lenders to the Project Company must look to revenues earned through the effective and efficient operation of the Project for returns on investments and service of debt, together with the security provided (being the letters of credit) for the project revenues under the Project Agreements. Accordingly, Project Proponents’ Proposals shall not assume or rely on any privileges, concessions or guarantees from the government or government agencies. Any such assumptions may be regarded as a material deviation and may result in the rejection of the Proposal.

1.3 Land Availability

The Wind Farm Facility will be located in the Nadukkuda village in Mannar district. Ten (10) parcels of minimum 160 m x 160 m extent of lands acquired by CEB have been allocated for the Project to establish the Wind Turbine Generators (WTG).

Lands necessary for development of access roads to the WTGs from available public roads have also acquired by CEB and will be provided for the use of Project Company. Development of those access roads shall be done by Project Company keeping the existing topography.

Right of way required to construct the 33kV Interconnection Facilities are also provided by CEB to the Project Company subjected to approval on design and routing by CEB.

The Project Company shall enter into a land Lease agreement with CEB, and the Project Company is required to make land lease payment for the term of the PPA, at the stage of signing the land Lease agreement. At the end of the term of the land Lease agreement, the Wind Farm Facility shall be dismantled and disposed by the Project Company, and the land shall revert to CEB. The Project Company shall be responsible for fencing and securing the project site and construction of all internal roads and services within the Project.

1.4 Environmental Considerations

Environment Impact Assessment (“EIA”) for the proposed Wind Farm Facility has been carried out in accordance with the terms of reference issued by the project approving agency and development permit has been issued by main project approving agency (i.e. Costal Conservation Department). Supplement study for avifauna assessment is in progress which was recommended in the EIA.

EIA report is attached as Annex VIII of this Volume 1.

1.4.1 Assigning of scope between CEB and Project Company

Assigning of scope between CEB and Project Company in implementing the recommendations given in Environmental Management Plan of EIA and other necessary measures are given in Annex XIII of this Volume I (under Institutional Responsibility).

During the pre-construction, construction and operational phases of the Wind Farm Facility, the Project Company shall strictly comply to the assigned ‘Institutional Responsibility’ as specified in the Annex XIII.

1.4.2 Radar Based Bird Collision Avoidance System

In addition to the scope assigned under ‘Institutional responsibility’ Annex XIII of this Volume I, Project Company shall undertake to implement Radar Based Bird Collision Avoidance (RBBCA) system for the Wind Farm Facility. This RBBCA system shall be able to detect incoming birds towards individual turbines and automatically shutdown of the respective turbines against approaching birds to avoid potential collisions. The Project Company shall successfully demonstrate the operation of RBBCA system prior to the Commercial Operation of the Wind Farm Facility.

1.4.3 Noise Compliance Requirements During the Operational Phase of the Project

Project company shall comply the noise compliance requirements as set out in the EIA study during the operational phase of the Wind Farm Facility. Following shall be considered in this regard.

- a) During the noise impact assessment study conducted for the existing 103.5MW Thambapavani project, a list of 115 receptors has been identified. Location details of these receptors including the respective total noise limits that shall be maintained at each receptor are given in Annex

IX. Project company shall ensure that the total noise levels at these receptors are not exceeded the stipulated noise limits.

- b) In addition to the above, project company may identify any noise sensitive receptors which requires noise compliance as required in the EIA study due the implementation of the project.
- c) Project company may choose suitable wind turbine model having one or more noise modes to achieve optimum AEP from the proposed wind farm subjected to the noise compliance requirements as set out above.

1.5 Access and the Transportation of Plant & Equipment to the Site

The Project Company shall be responsible for transportation of all plant, equipment and materials to the Project Site and shall meet the costs of all works. The Project Company shall study the access route and all issues and costs involved in performing its responsibilities. The Project Company shall consider the cost of all works related to transportation of all plant, equipment and materials to the project site and add to the Proposal. If necessary, Project Company shall construct a temporary access route for transport of heavy equipment during the Construction Period.

1.6 Site Utilities

Project Proponents shall make provision in their Proposals for power supply requirements during the Construction Period. The Project Company may apply to the CEB for a 33 kV connection to the Project Site for power during the Construction Period. Power supply would be made on the same terms and conditions as applicable at that time for CEB's relevant consumers.

Project Proponents must arrange/develop sources of water for domestic needs, fire service and other power station purposes and make due allowance in their Proposals for the corresponding treatment requirements. Collection, treatment and safe disposal of wastewater, solid waste and other site utilities shall be the responsibility of the Project Company.

1.7 <Not Applicable>

1.8 Project Agreements

The draft Project Agreements that shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka, shall be referred to in connection to this RFP Document, which will include:

- (i) Power Purchase Agreement (PPA) to be entered into with CEB for finance, design, procure, construct, test, commission, operate and maintain the Wind Farm Facility and for the sale of the energy output of the Wind Farm facility.
- (ii) Land Lease Agreement to be entered into with CEB.
- (iii) Implementation Agreement to be entered into with the Government of Sri Lanka.

1.9 Project Milestones Schedule

Activity	Duration (Days)	Date
Issuance of RFP	-	14-Mar-2024
Pre-bid meeting	25	08-Apr-2024
Receiving requests for clarifications	24	2-May-2024
Deadline for submission of proposals	7	9-May-2024

- Submission of Preliminary obligations bond – within 30 days from the date of award.
- Signing of PPA – within 60 days from the submission of Preliminary obligations bond.
- Issuance of Construction Notice – within 180 days from the signing of PPA.
- Construction & Commissioning – within 12 months from the date of issuing of Construction Notice.

1.10 Disclaimer

- i) The content of this invitation is provided to Project Proponents to assist them in obtaining a general understanding of the proposed Project. It does not constitute a recommendation to Project Proponents to participate in the proposed Project.
- ii) The information, estimates or opinions are based on present circumstances, intentions and beliefs and may require subsequent modification. While the CEB has taken all reasonable care to ensure that the information in this RFP Document is accurate, they make no representation or warranty, expressed or implied, nor takes any responsibility of any kind with respect to the completeness or accuracy of any of the information contained herein. Therefore, the CEB will not be liable for any loss or damage that may arise from interpretations, errors or omissions from this RFP Document.
- iii) Project Proponents should not rely on the presentation made by government employees or their agents in relation to this Project, other than expressly provided for herein.
- iv) CEB shall have the right to accept or reject any or all the Proposals received. CEB reserves the right to terminate the process after the receipt of Proposals, if adequate competition has not been created or/and the tariffs quoted by Project Proponents are not acceptable to the CEB.
- v) There shall be no contractual or other obligations of the CEB arising from this RFP Document.
- vi) CEB shall have the right to seek any further information and/or clarifications that it may require from Project Proponents.
- vii) CEB reserves the right not to disclose any details regarding the evaluation process.
- viii) There shall be no verbal agreement or conversation with any officers, agents or employees of the GOSL/CEB, either before or after the execution of the Project.
- ix) CEB shall not be responsible for any interpretations or conclusions by the Project Proponent based on data furnished by the CEB or which the Project Proponent may obtain or arrive at from information given in the RFP Document.

1.11 Essential Project Information

Considering the existing and planned future developments in the vicinity of the Project Facility, Project Company shall consider the essential project information indicated in Annex IX and Annex X of this Volume 1 for designing the Wind Farm Facility.

In addition to the information given below, Project Proponent shall select the rotor diameter of the proposed wind turbine model such that once installed and during operation of the turbine, rotor blades are within the allocated land plot. Allowed range for the rotor diameter is 150m \pm 7%.

Summary of essential project information given in Annex IX to this Volume 1 are depicted below.

- a) Map of proposed wind turbine generators (WTG) and access roads
- b) Available land areas for WTGs and access roads
- c) Land use map of the Mannar island
- d) Topographic map of each land locations and access roads
- e) Locations of existing and other planned WTG locations
- f) Geotechnical test results for each WTG location
- g) Topographic survey information at WTG locations and access roads
- h) Report on transport and logistic assessment done to project
- i) Drone images of WTG locations
- j) Noise compliance requirement
- k) WAsP Map files - Digital contour map for Mannar island & Roughness map of the Mannar island

Following wind resource data are given in Annex X of this Volume 1.

- a) Site wind data measured in conformity to MEASNET standard for a period of one year (June 2012 to May 2013) under the direct supervision of an independent consultant, along with other climate data.
- b) Wind measurements done with the same measuring mast (a) above and instrument for further period of approximately three years (for 2014, 2015 and 2016).
- c) Annual energy data of the existing Thambapavani wind power project.

1.12 Tariff for Energy Generated

Project Proponents shall base its proposed payments for electricity on the tariff structure and payment terms specified in the PPA.

1.13 Institutional Payments to be directly incurred by the Project Company

Once the Project Company is established, it will be required to pay the Energy Permit fee to SLSEA (only balance fee to be paid to SLSEA by deducting any payments already done by CEB to SLSEA relevant to this. Fees already paid by CEB to be reimburse by Project Company to CEB) and Generation Licence fee to the PUCSL. Project Proponents shall consider these payments in the preparation of Financial Proposal.

1.14 Land Lease Payment

The Project Company shall make a land lease payment of LKR 2.0 million at the stage of signing the land Lease Agreement.

2. Instructions to Project Proponents

2.1 RFP Document

Project Proponents shall examine all instructions, forms, terms, conditions, technical requirements, financial requirements, draft agreements and other information given in the RFP Document. Failure to furnish all information required as per the RFP Document or submission of the Proposal not substantially responsive to the RFP Document in every respect will be at the Project Proponent's risk and may result in rejection of its Proposal.

2.2 Project Site Visit and Clarifications

A site inspection will be organized by CEB on 09th April 2024 to the prospective Project Proponents to whom this RFP document has been purchased and to give them the opportunity to visit the Project Site and ascertain its location and characteristics and assess their influence on implementation of the Project and the costs and revenues associated with its development and operation.

The prospective Project Proponents are advised to visit and examine the site where the plant is to be installed and its surroundings. Gathering site information is the sole responsibility of the Project Proponents that may be necessary for preparing the Proposals and entering into contract(s) for the provision of plants and services. The cost and expense of visiting the Project Site shall be at the Project Proponent's own account.

Project Proponents seeking any clarifications regarding this RFP Document may submit (using form depicted in Annex IV) their written requests by facsimile, or by registered mail to:

Chairman, CANC, Ministry of Power & Energy
C/O, Deputy General Manager – Renewable Energy Procurement & Performance Monitoring
Ceylon Electricity Board, No. 6-1/2, 1st Floor, Kalinga Place, Off Suleiman Avenue,
Colombo 00500, Sri Lanka.
Fax: +94 11 2583344

Such requests should be received by CEB no later than 02nd May 2024. CEB will not entertain any request for clarifications on the RFP Document after this date.

2.3 Pre-Bid Meeting

The prospective project proponent's (whom this RFP document has been purchased) designated representatives are invited to attend a Pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on matter that may be raised at that stage. The Pre-bid meeting will be held on 08th April 2024 at the,

Office of Deputy General Manager – Renewable Energy Procurement & Performance Monitoring
Ceylon Electricity Board, No. 6-1/2, 1st Floor, Kalinga Place, Off Suleiman Avenue,
Colombo 00500, Sri Lanka.

Note: This venue is subject to change based on the responses to the RFP document.

The Clarifications provided at the pre-bid meeting shall strictly relate to any explanations that may be required in relation to the RFP Document issued to the prospective Project Proponents. The pre-bid meeting is not intended to supplement or substitute the due diligence required to be undertaken by each Project Proponent. Not attending the pre-bid meeting shall not disqualify a Project Proponent from furnishing a Proposal.

2.4 Amendments to the RFP Document

2.4.1 Amendments and Revisions

The CEB reserves the right to amend, revise or modify this RFP Document. Any amendments, revisions or modifications of this RFP Document shall be made through the issuance of Addenda by the CEB and a copy of each Addendum shall be sent to all Project Proponents (whom have purchased the RFP Document as at the date of issuance of Addenda), on the same day by same means. The RFP Document may be so amended, revised or modified by way of such Addenda **up to 7 (seven) days before the closing date** for the submission of Proposals. However, it shall be the responsibility of the Project Proponents to ensure that they have obtained all such Addenda from the CEB.

If any Addendum is of a nature, which may require substantial changes in the Proposals, the closing date may be extended by a number of days as in the opinion of the CEB, and such Addendum shall enable Project Proponents to reconsider or revise their Proposals. In case CEB decides to extend the Closing Date for submitting Proposals, the validity of the Proposal and Proposal Security will be as per the extended closing date.

Project Proponents are cautioned that no Representative of the CEB is authorised to explain or interpret the RFP Document, and that any interpretation or explanation, if not given in the form of an Addendum, must not be relied upon.

2.5 Proponents Pre-requisites

The Project Proponent shall demonstrate in its Proposal that through its constituent members and its proposed associations it has the technical capability, experience and expertise to finance, design, procure, construct, commission, operate and maintain the Wind Farm Facility. In particular, the Project Proponent shall provide evidence of a successful track record in respect to the ability of proposed contractors and suppliers to successfully procure and construct power plants of similar size and technology in countries with a level of technological development and infrastructure support similar to Sri Lanka; and

No Project Proponent, or member of the Project Proponent's consortium, or their parent or affiliate companies, or EPC contractors of the Project Proponent shall have:

- suspension or blacklisting imposed on them by any government or any government agency for any reason whatsoever;
- a record of unsatisfactory past performance, including breach of contract, untimely completion, poor claims history and defective workmanship;
- inordinate overdue debts toward the insurance, revenue or customs authorities of Sri Lanka or of their country of incorporation;

- a record of criminal or civil court cases pending or decided against them involving non-payment of tax, duty or other undertaking with any government or any government agency;
- associated as a member of another Project Proponent's consortium;
- controlling shareholders in common or they receive or have received any direct or indirect subsidy from any of them;
- no the same legal representation, no third party to support material exchange.

2.6 Consortium

The Project Proponent, being a consortium of prospective shareholders in the Project Company and preparing a Proposal as a joint venture company or other form of partnership, shall meet the following conditions.

- The Project Proponent shall identify a lead member who shall undertake to maintain not less than 26% of the required equity for the Project being 26% of the issued, subscribed and paid up equity capital of the Project Company,) for a period of not less than 5 years from the Commercial Operation Date (“COD”). Members of the consortium shall collectively maintain not less than 51% of the required equity for the Project being 51% of the issued, subscribed and paid-up equity capital of the Project Company) for a period of not less than 5 (five) years from the COD. This shall be included in the articles of association of the Project Company.
- The consortium shall not have more than 4 (four) members.
- The lead member of the consortium shall be responsible for all communications with and for the Project Proponent. The lead member shall submit the Proposal with powers of attorney, which should either be (a) notarized or (b) attested to by an appropriate authority in the Project Proponent's home country or authenticated board resolution to be signed by a person having a power of attorney of the company. It shall include the specimen signature/s of the authorized person/s for signing the Proposal, in terms acceptable to the CEB, executed by all members authorizing the lead member and all signatories to execute the Proposal on their behalf.
- The lead member shall also submit duly certified resolutions from the Board of each member company authorizing that member's participation in the Proposal.
- In the case of a company or incorporated joint venture, the Project Proponent shall provide its memorandum and articles of association, in the case of some other form of partnership agreement, it shall provide a memorandum amongst its members demonstrating their commitment to the Project and stating the proposed equity contributions.
- The Proposal shall be signed to legally bind all members, jointly and severally, and the Proposal shall be submitted with a copy of the consortium agreement providing the jointly and severally responsible with respect to the Project.
- The Project Proponent shall provide as part of its Proposal details of the role to be played by each of its members, their intended equity commitment and the organization of the proposed Project Company.
- Once the Project Proponent has submitted its Proposal and for as long as the Proposal is under consideration by the CEB, the members may not dispose of or alter their interest in, or withdraw from, the consortium prior to execution of the Project Agreements.

2.7 Language of the Proposal

The Proposal and all related correspondence, communications and documents in relation to this RFP Document shall be in the English language. Supporting documents and printed literature furnished by the Project Proponent with the Proposal may be in any other language and may be accepted for reference only, provided they are accompanied by an appropriate translation in English language. Summarized translations are not accepted. Supporting materials that are not translated into English language will not be considered.

2.8 Proposal Structure

Proposals shall constitute two separate parts; a Technical Proposal and a Financial Proposal. Project proponents' Proposal shall include the following documents (refer Volume II Proposal Forms):

(i) Technical Proposal

- Technical Proposal Letter (Vol. II, Section A)
- Proposal Security (Vol. I, Annex II)
- Qualifications of the Project Proponent including the supporting documents (Vol. II, Section B1 & B2)
- Project Milestones Schedule (Vol. II, Section C)
- Technical Data (Vol. II, Section D)
- Project Proponent's Organisational, Staffing and QA Plan (Vol. II, Section E)
- Certification of registration under Public Contract Act No. 3 of 1987 (PCA-3 Form)
- Written confirmation authorizing the signatory of the Proposal to commit the proponent
- In the case of a Proposal submitted by a consortium, the Proposal shall include a copy of the Consortium agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Consortium agreement in the event of a successful proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.
- List of sub-contractors
- Any other document required by the RFP

(ii) Financial Proposal

- Financial Proposal Letter (Vol. II, Section F)
- Financial Data (Vol. II, Section G)
- Financial Model
- Financing Plan (Vol. II, Section H)

2.9 Preparation of the Proposal

In order to prove compliance with all the requirements of this RFP Document, the Project Proponent shall submit the duly filled Forms given in the Volume II of this RFP Document, together with all other information/documentary proof requested in this RFP Document.

Formats for preparation of the Technical Proposals of Wind Farm Facility is given in Annex VI and formats for preparation of the Financial Proposals of Wind Farm Facility is given in Annex VII in Volume I.

Each sheet of the Proposal forms submitted under cover of the Proposal letters required under Volume II of this RFP Document shall conform to the formats specified in Volume II of this RFP Document. Signatures and initials shall be in indelible blue ink. Technical data as well as dimensions and measurements on the drawings submitted with the Proposal shall be quoted in SI units.

2.10 Mandatory Proposal Requirements

Failure of the Project Proponent to meet the requirements of the Responsiveness (Annex V) and comply with the requirements of this Section 2.10 shall constitute grounds for rejection of the Proposal:

- (i) The Proposal is not responsive and may be rejected if the following conditions are not met:
- Proof of purchase of RFP Document from CEB
 - Certificate of registration under Public Contract Act No. 3 of 1987 (PCA-3 Form)
 - The Proposal is marked and sealed in accordance with the requirements of Clause 2.17;
 - The Proposal contains the information as required under this RFP Document and in the formats specified in Volume II Proposal Letters and Forms, as appropriate.
 - The Proposal is valid for a period of not less than 150 days pursuant to Clause 2.13 and is accompanied by a Proposal Security complying with the requirements of Clause 2.14.
 - A signed Technical Proposal letter is provided with the Proposal in the form specified in Volume II Section A.
 - Consortium/ Joint Venture agreement or LOI to form a consortium/ joint venture is provided where the various participants agree to jointly carry out their obligations pursuant to the Project Agreements;
 - Resolutions from the Board of each member company authorizing their participation in the Proposal;
 - Power(s)-of-attorney enforceable under the Laws of Sri Lanka are provided with the requisite certificate of non-revocation confirming the authority of the signatories to sign for and on behalf of the project proponent.
 - Duly signed RFP document.
- (ii) The CEB will not consider any Proposal that proposes the following.
- A Project that does not conform to the Minimum Functional Specification;
 - Relaxation of environmental standards;
 - Use of second-hand plant, equipment, components and materials;
 - Reliance on government privileges, concessions and/or guarantees not expressly provided for in the Project Agreements;

(iii) The Project Proponent's Financial Proposal will not be opened until its Technical Proposal has been evaluated. To enable responsiveness of key elements of the Financial Proposal to be confirmed as part of the Responsiveness assessment, the Technical Proposal shall contain an explicit and unequivocal affirmation regarding the contents of the Financial Proposal. The affirmation shall be provided as an attachment to the Technical Proposal letter and shall be in the form specified in Section A of Volume II.

As a condition of requirement of Responsiveness, the affirmation shall confirm the following.

- The Bid Tariff offered by the Project Proponent complies with the structure and pricing mechanisms specified in the draft PPA;
- The Project Proponent's Financing Plan provided as Section H of Volume II of its Proposal is comprehensive and has been endorsed by the Project Proponent's Financial Advisor as bankable without change to the Project Agreements;
- The Financial Proposal contains a memorandum from all intended subscribers of equity, the execution of which shall have been duly authorized by the board of respective subscribers and evidenced vide duly certified copy of the board resolution, committing them to:
 - the full amount of the required equity, being no less than 20% (twenty percent) of the Project's total capital requirements;
 - disbursement of equity in accordance with PPA requirements.

2.11 Cost of Proposals

The Project Proponent shall bear all costs, including those of professional advisors, incurred by them in preparing and submitting their Proposals, executing the Project Agreements and finalizing financing regardless of the conduct or outcome of the evaluation process, or subsequent financial ability of the Project. Neither the CEB, GOSL, nor any GOSL Agency, nor any representative of these parties shall have any liability whatsoever to any Project Proponent in respect of any decision taken by Project Proponents in relation to its Proposal whether or not in reliance on any matter supplied by the government, any government agency, or any of their representatives.

2.12 Interest and Exchange Rate Movements

The Project Proponent shall bear all risks associated with movements in interest rates and exchange rates over the period up to the expiration of the Proposal validity period.

2.13 Proposal Validity

Each Proposal shall constitute a firm offer and one that shall remain valid and open for acceptance for a period of 150 days from the Proposal Closing date. During this period the proposed tariff shall remain valid and no Project Proponent shall withdraw its Proposal. Any Proposal offering less than the stipulated Proposal validity period will be rejected.

Prior to the expiration of the original Proposal validity period, the CEB may request one or more of the Project Proponents to extend the period of validity for a specified period. The request for an extension to the original validity date and the responses to it shall be made in writing. If any Project Proponent does not agree to such extension, it may advise the CEB of its decision in writing prior to the expiration of the original period without forfeiting its Proposal Security and withdraw its

Proposal. If, following the issuance by the CEB of a notice of extension, a notice of withdrawal is not received by the CEB prior to the expiration date of the original validity period, the extension shall be considered to have been accepted by the Project Proponent and the Project Proponent shall extend the effective period of the Proposal Security accordingly or be disqualified.

2.14 Proposal Security

A Proposal Security payable in Sri Lanka shall be furnished to the CEB with the Proposal. The Proposal Security shall be to the value of USD 150,000 (or equivalent in Sri Lankan Rupees at the time of Proposal Closing). This security shall be in the form of a bank guarantee issued by a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka or a bank based in another country but the guarantee confirmed by a bank operating in Sri Lanka approved by Central Bank of Sri Lanka, in the form provided in Annex II. The Proposal Security shall be valid for a period of not less than 180 days from the Proposal Closing date. Any Proposal not accompanied by a Proposal Security complying with this Section will be rejected.

CEB shall forfeit the Proposal Security without any notice, demand, or other legal process and be entitled to encash the Proposal Security:

- (i) if the Project Proponent withdraws its Proposal during the period of Proposal validity; or
- (ii) if the Project Proponent's Proposal contains any false statement or material misrepresentations; or
- (iii) if a member of the Project Proponent disposes of or withdraws its interest in the Project during the period of Proposal validity so that it no longer complies with the qualification requirements.
- (iv) in the case of a shortlisted Project Proponent, if it fails to begin negotiations within one month of being invited to do so by the CANC and such negotiations being conducted in mutual good faith and based on the Project Proponents' Proposal and on the terms and conditions of the draft Project Agreements; or
- (v) accept the Letter of Award within 7 days from Letter of Award and furnish the Preliminary Obligations Bond (in the format specified in Annex XII of this Volume I) within 30 days from of Letter of Award.

Project Proponents who decline the CEB request to extend the validity on request to do so, shall have their Proposal Security returned to them upon the expiration of their Proposal validity. After the shortlisted Project Proponents have been selected and have extended the validity period of their Proposal if necessary, the Proposal Security of those Project Proponents who were not shortlisted will be returned.

The Proposal Securities of shortlisted Project Proponents will be discharged or returned, or both, without interest, upon the sooner of the expiration date of their Proposals or the furnishing of Preliminary Obligations Bond by the successful Project Proponent.

2.15 Project Bonds

On awarding the Contract to the successful Project Proponent, the Project Proponent shall form the Project Company and shall provide the CEB with a Preliminary Obligations Bond, to the value of USD 2.4 million or equivalent LKR with a validity of 09 months, within 30 days of the award.

The Preliminary Obligations Bond will be forfeited if PPA is not duly signed by the Project Company within 60 days from submission of Preliminary Obligations Bond or in accordance with the provisions of the PPA.

The Preliminary Obligations Bond will be discharged or returned, or both, (without interest) upon achievement of Financial Close and furnishing of the Construction Performance Bond for an amount of USD 6.0 million or equivalent LKR pursuant to Clause 5.3.2(i) of the PPA, with a validity period of 15 months.

The Construction Performance Bond will be discharged or returned, or both, (without interest) upon achievement of Commercial Operation Date (“**COD**”). The Construction Performance Bond may be forfeited in accordance with the provisions of the PPA.

2.16 Proposal Authorisation

The Technical Proposal Letter and the Financial Proposal Letter shall be signed by the person or persons duly authorised to bind the Project Proponent to the Proposal. Proof of authorisation in the form of written notarially executed power(s)-of-attorney and resolutions of each member's board in terms acceptable to the CEB from consortium members to authorise the signatories to sign on their behalf shall be attached to the Technical Proposal Letter and Financial Proposal Letter.

The forms for the Proposal letters and the Proposal Security and other securities, as appropriate, shall be adopted without modification other than the inclusion of dates, references to addenda, names of signatories, addresses and the like.

2.17 Submission of Proposal, Format, Sealing and Marking

Project Proponents shall submit;

- i) one original of the Technical Proposal (clearly marked “Original”) and one copy (clearly marked “Copy”). and
- ii) one original of the Financial Proposal (clearly marked “Original”) and one copy (clearly marked “Copy”).
- iii) Electronic copies of all proposals shall also be provided in compact discs.

The Proposal, comprising the Technical Proposal and Financial Proposal, shall be delivered in a sealed package labelled in bold letters:

<p>PROPOSAL FOR DEVELOPMENT OF 50 MW WIND FARM FACILITY AT MANNAR ON BUILD-OWN-OPERATE (BOO) BASIS</p> <p>RFP Document No: TR/REP&PM/ICB/2023/009/C</p> <p>Project Proponent's Full Name and Address:</p>

If the Proposal is not sealed and marked as specified above, the CEB may reject it as non-conforming and will assume no responsibility for its misplacement or premature opening.

Within this package there will be three inner packages:

Inner Package 1: The Technical Proposal shall be enclosed in a separate sealed inner package bearing the following identification

<p>TECHNICAL PROPOSAL</p> <p>DEVELOPMENT OF 50 MW WIND FARM FACILITY AT MANNAR ON BUILD-OWN-OPERATE (BOO) BASIS</p> <p>RFP Document No: TR/REP&PM/ICB/2023/009/C</p> <p>Project Proponent's Full Name and Address:</p>

Within the first Inner Package – 1, there shall be two sealed envelopes:

- One envelope, containing one set of the Technical Proposal documents clearly marked “Original” on the envelope and a compact disc containing the documents in electronic form; and
- One other envelope, containing the copy of the Technical Proposal clearly marked “Copy” on the envelope.

Inner Package 2: The Financial Proposal shall be enclosed in the Proposal package in a separate inner sealed envelope bearing the following identification:

<p>DO NOT OPEN</p> <p>FINANCIAL PROPOSAL</p> <p>DEVELOPMENT OF 50 MW WIND FARM FACILITY AT MANNAR ON BUILD-OWN-OPERATE (BOO) BASIS</p> <p>RFP Document No: TR/REP&PM/ICB/2023/009/C</p> <p>Project Proponent's Full Name and Address:</p>

Within the Inner Package 2, there shall be two sealed envelopes:

- One envelope, containing one set of the Financial Proposal documents with clearly marked “Original” and a compact disc containing the documents in electronic form; and
- One other envelope, containing the copy of the Financial Proposal clearly marked “Copy”, on the envelope.

The name and address of the Project Proponent shall be written on each of the inner packages allowing the return of the Proposal unopened in the event of revision or withdrawal prior to Proposal Closing or late delivery or, in the case of the Financial Proposal, the Proposals not reaching the Financial Proposal Evaluation.

The proposals prepared in accordance with the RFP shall be submitted to the following address;

Chairman, CANC, Ministry of Power & Energy
 C/O, Deputy General Manager – Renewable Energy Procurement & Performance Monitoring
 Ceylon Electricity Board,
 No. 6-1/2, 1st Floor, Kalinga Place, Off Suleiman Avenue,
 Colombo 00500, Sri Lanka.

2.18 Modification and Withdrawal of Proposal

At any time prior to Proposal Closing a Project Proponent may modify or withdraw its Proposal after submission, provided that the modification or withdrawal is received in writing by the CEB prior to Proposal Closing and complies with the following:

- (i) A Project Proponent's modified Proposal shall be prepared, sealed, marked and delivered in accordance with the requirements for submission of Proposals, including those specified in Clause 2.17, with envelopes additionally marked "MODIFICATION". On receipt of the modified Proposal the CEB shall return to the Project Proponent its prior unopened Proposal (including the original Proposal Security), if the Project Proponent so requests in writing.
- (ii) A Project Proponent may request in writing that its unopened Proposal be withdrawn and, provided such request is received prior to Proposal Closing, such Proposal (including Proposal Security), shall be returned to the Project Proponent. Withdrawal of a Proposal during the interval between the Proposal Closing and before the expiration of the period of Proposal validity specified in the Proposal Letter will result in the forfeiture of the Proposal Security pursuant to Section 2.14.

2.19 Proposal Closing

Proposal closing shall be 1000 hrs Sri Lankan standard time on 09th May 2024. Proposals must be received by the CEB at the address stipulated in Section 2.17 on or before by either of the following methods.

- (i) Hand-delivery
- (ii) Courier.

Proposals submitted by means other than (i) or (ii) above will not be accepted. The CEB may, at its discretion, extend the deadline for submission of Proposals by issuing an Addendum.

2.20 Late Proposals

Any Proposal received after Proposal Closing will be rejected and returned unopened regardless of the reason for the delay. It is the sole responsibility of the Project Proponent to comply with the provisions of this RFP Document for submission of Proposals.

2.21 Proposal Opening

2.21.1 Technical Proposals

For all Proposals properly lodged with the Bid Opening Committee, the envelopes containing the Technical Proposals will be opened at the offices of CEB immediately following the Proposal Closing. Project Proponents choosing to attend the opening shall sign a register evidencing their attendance.

At the opening of the Technical Proposals, Bid Opening Committee will examine the Proposals and record Project Proponents' names, any withdrawals, the presence or absence of Proposal Securities, whether the documents have been properly signed and complete and such other details as the CEB may consider appropriate. Bid Opening Committee will prepare minutes of the openings of the Technical Proposals and will immediately announce:

- the names of the Project Proponents;
- the value of the Proposal Security and the name of the issuing agency;
- whether both the Technical and Financial proposals have been received.

Information of a commercially sensitive nature to each Proposal will not be disclosed.

Proposals for which a notice of withdrawal has been received pursuant to Section 2.18 will not be opened.

2.21.2 Financial Proposals

Financial Proposals of the project proponents whose Technical Proposal have passed the evaluation shall be opened at the offices of CEB on a date to be announced later. Those Project Proponents whose Technical Proposals have passed the evaluation and wish to attend the opening of the Financial Proposals, may do so.

2.21.3 Confidentiality

Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the short listing of Project Proponents and award of the Project will not be disclosed to Project Proponents or other persons not officially concerned with such process except as provided for herein.

Neither the GOSL nor CEB nor any government agency, nor any of their representatives will be liable for any loss or damages resulting from any disclosure before, during and after the bidding process. Any effort by a Project Proponent to influence the GOSL, CEB or any government agency or any of their representatives in the process of examining, clarifying, evaluating and comparing Proposals, and in decisions concerning the award of the Project, may result in the rejection of the Project Proponent's Proposal and forfeiture of the Proposal Security.

3. Requirements of the Proposal

The complete Proposal shall constitute Technical Proposal and Financial Proposal. The Project Proponent shall enclose its Technical Proposal and its Financial Proposal in separate sealed envelopes as specified in Section 2.17.

3.1 Technical Proposal

The Technical Proposal shall demonstrate a sound knowledge of the requirements of the Project, an understanding of the obligations of the Project Company, and the capacity and capability of the Project Company to undertake the Project in compliance with the Project Agreements.

The Technical Proposal shall be submitted under cover of a letter that shall be in the form specified in Volume II, Section A. The information provided in the Technical Proposal shall be presented in the formats specified including those provided in Sections B to E of Volume II. Failure to provide this information in full and in the forms specified may result the Proposal as non-responsive.

Project Proponents shall provide general technical information, with technical literature where available, to enable the CEB to fully understand the Wind Farm Facility proposed by the Project Proponent and to make judgements about, amongst others, its efficiency, durability, reliability and

general compliance with the Minimum Functional Specification. Functional Specifications for the preparation of the Technical Proposal is given in the Schedule 5 of Volume VI.

The information to be provided as part of the Technical Proposal shall include, amongst others:

(i) Design

Applicable standards for design, materials, manufacture, mechanical and electrical works, civil and structural works, communications, fire protection, operation and maintenance, decommissioning & clearing of the land and all other works to be undertaken to fulfil the requirements of the Project Agreements. Such applicable standards will be consistent with an efficient operating life of the Project of no less than 20 years.

Indicative Project Site layout drawings showing locations of key features of the proposed Project including buildings, cooling water system, and storage facilities, services, interconnection, access roads and, as appropriate, such locations shall be within the areas designated on the Indicative Site Plan as being available for the particular purposes. The indicative Project Site layout drawings shall nominate the location of drainage and effluent discharge points.

The Project Proponent's transportation plan for transporting plant, equipment and materials to the Project Site shall describe the routes to be taken for normal and heavy loads and shall specify:

- a) Works required to be carried out, and
- b) the assumed responsibility for undertaking and paying for such works.

(ii) Wind Turbine Generators and Auxiliaries

Project Site civil works including all site utilities and services, including panel mounting platforms, constructing dykes as necessary and construct effective drainage and dewatering systems to prevent flooding of buildings and plant facilities. Outline design of the Project auxiliaries, services and systems including, service water, fire detection and protection system. Related data, with details of equipment redundancy levels, shall be provided.

Details of Wind power plant including:

- (a) Wind Turbines (three bladed, horizontal axis, upwind)
- (b) Power conversion units (inverters, generators, gear boxes)
- (c) Power transformers to connect at 33 kV
- (d) LV and MV switchgear and wiring
- (e) Control, monitoring and Instrumentation (SCADA)
- (f) Any other power conversion equipment (such as STATCOM) required to meet CEB grid code requirements.
- (g) All civil work for internal roads and pathways, inverter housing, boundary fencing, transformer foundation, switchyard facility, cable trench, drainage system, etc.
- (h) Communication system
- (i) Ancillary systems
- (j) O&M facilities
- (k) Plant security arrangement including CCTV

- (l) Building construction for control room, meeting room and retiring room facilities
- (m) Water supply system including establishment of bore well, storage, demineralization for module cleaning and purification for consumption

(iii) Electrical Interconnection

Electrical interconnection shall be described in the single line diagram up to the Interconnection Point showing all circuit breakers, isolators, Metering Point, current and potential transformers for metering and protection, earthing switches, lightning arrestors, power transformers and generators including fiber optic cable network for communication.

(iv) Metering System

Metering equipment shall consist of one main and one back up system having the same configuration. Metering equipment will be located at the Interconnection Point (Annex XI).

(v) SCADA and Telecommunications

- (a) The Wind Farm Facility shall interface with the CEB System Control Centre (SCC) and provide telemetered data to SCC's Supervisory Control and Data Acquisition (SCADA) system through a Remote Terminal Unit compatible with the type as used in the CEB System Control Centre existing SCADA system. The resolution of data shall be at the individual inverter level logs of curtailment, alarms, equipment failures. Maintenance undertaken also to be provided on a monthly basis.
- (b) The telecommunications facility shall be compatible with the International Standard System and common practices of a wind power plant development and shall be equipped with, Fixed-Line telecommunications with PABX facility. Fiber optic line from the Wind Farm Facility up to the Interconnection Point facilitating direct link communications with the CEB SCC.

(vi) Forecasting

The wind farm shall provide the following.

- (a) Long-term forecasting – rolling annual and monthly forecasts based on historical long-term weather data averages on a monthly basis
- (b) Short-term forecasting – using on-site measuring equipment to provide CEB with the ability to react to fluctuations in irradiance on a daily and half-hourly basis

(vii) General

All other details necessary to enable the CEB to ascertain if the Project will meet the Minimum Functional Specification. A format for preparation of the Technical Proposal given in Annex VI of Volume I.

3.1.1 Organisational, Staffing and QA Plan

The Project Proponent shall submit a detailed organizational chart, staffing plan and proposed quality assurance program in accordance with the requirements outlined in Volume II, Section E.

3.1.2 Contingency Plan

The Project Proponent shall further submit a contingency plan to ensure uninterrupted supply of electricity from the wind farm, which shall set forth provision for amongst other things back-up inverter ('Contingency Plan').

3.1.3 Domestic Participation

Project Proponents shall provide information about the extent to which they plan to employ local contractors, suppliers and labour during the Construction Period and Operational Period.

3.1.4 Services and Utilities

The Project Company will be required to arrange or provide all services and utilities for the Project such as electricity, water and communication. The Project Company may apply to the CEB during the Construction Period for a 33 kV connection on the same terms and prices as apply ordinarily to the relevant consumer category.

3.1.5 Environmental Obligations

The Proposal shall comply with all the recommendations of EIA report and environment clearance issued for the Project. EIA report is included in this RFP, and CEB is the project proponent for EIA. On behalf of CEB, the developer shall follow the requirements mentioned in the Environment Management Plan.

3.1.6 Project Milestones Schedule

The Project Proponent shall submit a Project Milestones Schedule pursuant to the requirements set out in Section C of Volume II.

3.1.7 Affirmations relating to the Financial Proposal

To enable CANC to confirm the responsiveness of the Proposal prior to detailed evaluation of Technical Proposals, Project Proponents shall include with their Technical Proposals a formal affirmation in relation to its Financial Proposal. Such affirmation shall be in the form specified in the attachment to the Technical Proposal letter (Section A of Volume II).

3.2 Financial Proposal

Project Proponents shall complete the Financial Proposal strictly in accordance with the RFP Document and, where specified, the required information shall be provided in the requested format including those formats defined in Volume II. The Financial Proposal shall include:

- (i) Financial Proposal letter, and
- (ii) completed Forms, computer files and other information as required pursuant to this RFP Document, and
- (iii) any additional documents as may be required to meet specified information requirements or to demonstrate the Project Proponent's capacity to undertake the Project in accordance with the Project Agreements.

Failure to provide such information in full shall be a cause for rejection of the Proposal on the basis of non-responsiveness. A format for preparation of the Financial Proposal given in Annex VII of Volume I.

4. Qualification Requirement for Project Proponents

4.1 Technical Experience

The Project Proponents shall provide the information on technical experience in the format given in the relevant Forms in Volume II.

4.1.1 Experience in Wind Plant Design

Any Project Proponent or at least one member of the consortium, in case the Project Proponent is a consortium, shall have experience in designing at least two 50 MW wind power plants and such plants shall be in successful operation for a period of not less than two (2) years prior to the Proposal Closing Date. If the Project Proponent or at least one member of the consortium, in case the Project Proponent is a consortium, does not have such an experience in designing wind power plants for the required capacity mentioned above, then the Project Proponent shall enter into an agreement with an expert company who has the required experience as mentioned above in designing of wind power plants as the case may be, to obtain services for the development of the Project. Such plants shall be in successful operation for a period of not less than two (2) years prior to the Proposal Closing Date.

4.1.2 Experience of EPC Contractors for Wind Farm Facility

The Project Proponent shall provide expressions of interest from the intended EPC contractors one of whom will be selected as the EPC contractor for the construction of the Wind Farm Facility by the Project Company. Such EPC contractors should have executed minimum two (2) nos. of 50MW or higher wind power plants including associated civil works on EPC basis provided that one of the above plants shall be outside the EPC contractor's country. Such plants shall be in successful operation for a period of not less than two (2) years prior to the Proposal Closing Date.

In case the Project Proponent or one member of the consortium itself is the EPC contractor, having executed successfully minimum two (2) Nos. of 50MW or higher wind power plants including associated civil works on EPC basis is acceptable.

4.1.3 Experience in Operation & Maintenance of Wind Power Plants

Any Project Proponent or at least one member of the consortium shall have experience in successful operation and maintenance of one or more wind power generation projects in the past fifteen years with an aggregate capacity of 25MW or more for a period of more than two years. If the Project Proponent or at least one member of the consortium does not have such an experience or the Project Company expects to outsource operation and maintenance work to a third party, then the Project Proponent shall provide expressions of interest from intended O&M contractors one of whom will be selected as the O&M contractor for the operation and maintenance of the Wind Farm Facility by the Project Company. Such O&M contractor shall have the experiences as mentioned above.

4.2 Financial Capability

Project Proponent shall provide the information on financial capability in the format given in the relevant Forms in Volume II.

4.2.1 Financial Performance

The audited balance sheets or, if not required by the laws of the Project Proponent's country, other acceptable to CEB, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Project Proponent's financial position and its prospective long-term profitability.

As the minimum requirement, a Project Proponent's net worth calculated as the difference between total assets and total liabilities should be positive. The Project Proponent or each of the members of the consortium, in case the Project Proponent is a consortium, shall meet this requirement.

4.2.2 Average Annual Turnover

Minimum average annual turnover of Fifteen (15) Million USD, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years divided by five (5) years.

The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement. Further each member of the consortium shall meet 25% of the requirement while one partner shall meet 40% of this requirement.

4.2.3 Financial Resources

- i. The Project Proponent shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as Twelve (12) million USD for the subject Contract net of the Project Proponent's other commitments.

The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement. Further each member of the consortium shall meet 25% of the requirement while one partner shall meet 40% of this requirement.

- ii. The Project Proponent shall also demonstrate, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. The Project Proponent or all the members together of the consortium, in case the Project Proponent is a consortium, shall meet this requirement.

5. Evaluation Procedure

5.1 Clarification of Proposals

During the examination, evaluation and comparison of Proposals, CANC may, at its discretion, ask the Project Proponents for clarification of their Proposals. Request for clarifications and responses shall be in writing and no change in the tariff or substance of the Proposal shall be sought, offered or permitted.

5.2 Right to Reject Proposals

The CANC/CEB reserves the right to accept or reject any Proposal and to annul the RFP process and reject all Proposals at any time prior to the signing of the Project Agreements, without thereby incurring any liability to the affected Project Proponent or Project Proponents. Project Proponents shall not have any recourse against the CEB, GOSL or any GOSL Agency or their representatives

for either rejection by the CANC/CEB or failure to execute the Project Agreements for any reason whatsoever.

The CANC/CEB reserves the right to reject the Proposal of any Project Proponent who has qualified on the basis of misrepresented, suppressed or incomplete information.

5.3 Evaluation of Responsiveness of Proposals

In the Evaluation of Proposals, CANC will determine the responsiveness of each Proposal to the mandatory requirements as set out in Clause 2.10.

A Proposal may be disqualified and excluded from further consideration for a failure to meet all conditions of Clause 5.4 or for any other valid reason including those listed below.

- Failure to be responsive, as determined by the Responsiveness Test. Responsiveness criteria to be met under the Responsiveness Test are set out in Annex V.
- Receipt by CANC of a Proposal after the Proposal Closing.
- Failure to submit supporting documentation or any other clarification or any documents requested by CANC within the required time frame.
- Material misrepresentations in the Proposal.
- Illegal conduct or attempt to influence the GOSL/CEB, or any Government Agency or any of their Representatives in their evaluation of a Proposal other than by means expressly sanctioned in the RFP Document.
- Determination by CANC that the Project Proponent is unlikely to be able to fulfil the terms or conditions of the Proposals and of the Project Agreements.

Technical Proposals accepted by CANC in accordance with these principles will qualify for detailed evaluation. If a Proposal is found to be not substantially responsive, it will be rejected by the CEB/CANC and may not subsequently be made responsive by correction or withdrawal of non-conforming deviations or reservations.

5.4 Evaluation of Technical Proposals

The evaluation of Technical Proposals will be conducted to confirm compliance with the Minimum Functional Specification and with the Project Proponent's other obligations as set out in the Project Agreements. The Proposals will be assessed according to their technical compliance with the Project Agreements and the Project Proponents' satisfactory responses to the information requirements in the RFP Document. In particular whether the proposed Project complies with the Minimum Functional Specification.

Where Technical Proposals contain material non-compliances, the Project Proponent will be disqualified from the Technical Evaluation and the Proposal will be rejected. Proposals passing the Technical Proposal evaluation process will proceed to the Evaluation of Financial Proposals.

5.5 Evaluation of Financial Proposals

The Project will be awarded to a Project Proponent according to the following procedure.

- (i) The Project Committee (PC) will prepare a shortlist of the technically qualified and financially responsive proposals, and those will be ranked based on the Bid Tariff for wind power plant, where the proposal with the lowest Bid Tariff is the highest ranked proposal. If necessary, the

CEB will ask shortlisted Project Proponents to extend the validity period of their Proposals pursuant to Clause 2.13 of Volume I.

- (ii) The CANC would then call upon the highest-ranked Project Proponent in the shortlist to first round of negotiations for further clarifications that the CANC may deem necessary in relation to their financial proposal and Bid Tariff.
- (iii) CANC will then have the second round of negotiations with the highest ranked Project Proponent to finalise Bid Tariff for the Wind Farm Facility. The second round of negotiations takes place over a fixed period specified by CANC prior to the commencement of the second round.
- (iv) If no agreement is reached with the highest ranked Project Proponent within the fixed period, the next-ranked Project Proponent(s) will be invited to substitute;
- (v) CANC may then commence negotiations with the next highest ranked Project Proponent who has been replaced the highest ranked Project Proponent.

5.6 Cost of Finalising Project Agreements

The successful Project Proponent shall bear all costs incurred by it in relation to execution of the Project Agreements, including those of professional advisors. Neither the CEB, GOSL nor any government agency nor their representatives shall have any liability whatsoever to the Project Proponent in relation to its decisions or actions finalizing and executing the Project Agreements, whether or not it has acted in reliance on any matter supplied or represented by CEB, Government, or government agency or their representatives.

LIST OF ANNEXES

- Annex I: Definitions and Interpretation
- Annex II: Format for Proposal Security
- Annex III: Required Approvals, Consents, Permits and Licenses
- Annex IV: Clarifications Form
- Annex V: Responsiveness Test
- Annex VI: Format for Technical Proposal
- Annex VII: Format for Financial Proposal
- Annex VIII: EIA Report
- Annex IX: Essential Project Information
- Annex X: Wind Resource Data
- Annex XI: Interconnection Point & Metering Point
- Annex XII: Format for Preliminary Obligations Bond
- Annex XIII: Scope Division of Environment Management Plan

Information Copy – Not for Bidding

1.1 Definitions & Interpretation

The provisions of Clause 1 of Volume III, Power Purchase Agreement shall apply in interpreting Volume I and Volume II of the RFP Document. Unless the context requires otherwise or it is expressly stated to the contrary, references to clauses, sections, paragraphs and annexes are references to clauses, sections, paragraphs and annexes of this Volume I.

1.2 Definitions

In addition to those terms and expressions defined below, other capitalised terms and acronyms used in this Volume I and Volume II shall have the meanings specified in Volume III (draft PPA – refer Schedule 1 and Schedule 5), Volume IV (draft Implementation Agreement – refer Schedule 1), and Volume V (draft Lease – refer Schedule 1), as appropriate.

Addendum	means an addendum issued in writing by the CEB to all Project Proponents which may delete, modify, extend or otherwise amend any part of the RFP Document (including the draft Project Agreements).
Bidding Period	means the period for preparing Proposals beginning with the issue of the RFP Document by the CEB and ending on Proposal Closing.
BOI	means the Board of Investment of Sri Lanka
BOO	means Build, Own Operate.
CEB	means the Ceylon Electricity Board
Commercial Operation Date	means the date of commissioning and starts selling electricity to the grid
COD	Commercial Operation Date
Construction Period	means the period from the date of giving Construction Notice up to COD
Disclaimer	means the denial of liability for by the CEB, GOSL and GOSL Agencies information contained in this RFP Document as provided at the front of this Volume I and labelled “Disclaimer”.
EIA	means Environmental Impact Assessment
EIA Study	means the study that has been carried out by CEB in preparing the Environmental Impact Assessment
EPC	means engineering, procurement and construction
Financial Advisor	means the bank(s) or other financial institution(s) appointed by the Project Proponent for the development of the financial aspects of the Proposal, such bank(s) and institution(s) ordinarily offering and being experienced in the provision of financial advisory services for projects of the type and nature of the Project Facility.
Financial Closure	means the date of finalizing loan for the project
Financial Template	means the spreadsheet format for submission of Project costs, Project Facility performance data and financing assumptions.
Financing Plan	means the Project Proponent’s plan provided pursuant to Section H of Volume II for raising equity and debt for the limited recourse financing

	of the Project and for meeting its obligations to shareholders and Lenders.
Forms	means one or more of the forms provided in Sections A to H of Volume II to be completed by Project Proponents.
Government Agency	means the Government or any authority, ministry, department or inspectorate in Sri Lanka.
Interconnection Point	Grid connection point at Nadukkuda Grid Substation as shown in Drawings in Annex XI of Volume I. Up to this point all development costs shall be borne by the project proponent.
IPP	means Independent Power Producer
ISO	means International Standards Organisation
kV	means kilo Volt
Long Term Generation	
Expansion Plan (or LTGEP)	means the generation plan prepared by CEB for 2023-2042, in which is defined the least-cost implementation sequence of generation projects to meet forecast demand in Sri Lanka
MOP	means the Ministry of Power & Energy
MW	means Mega Watt
MWe	means Mega Watt electrical
Operational Period	means 20-year period starting from the Commercial Operation Date
PPA	means the Power Purchase Agreement, a draft of which is provided as Volume III of this RFP Document.
Project Facility	means the facility developed pursuant to the Project (i.e., the Wind Farm Facility).
Project Milestones Schedule	have the meaning attributed to it in Section C of Volume II.
Proposal Closing	means the time and date specified in Section 2.19 by which Proposals must be received by CANC in accordance with Section 2.19.
RFP Document	means the Request for Proposal Document comprising Instructions to Project Proponents (this volume), Proposal Letters and Forms (Volume II), Draft Power Purchase Agreement (Volume III), Draft Land Lease Agreement (Volume IV), Draft Implementation Agreement (Volume V) and Schedules of Power Purchase Agreement (Volume VI).
Representatives	means the employees, agents or advisers of a Government Agency
Responsiveness Test	means the test set out in Annex V to be applied in part satisfaction of the first stage evaluation of Proposals described
CANC	Cabinet Appointed Negotiating Committee
Tariff	means the prices, pricing structure and pricing mechanisms specified in the PPA by which payments for electricity are calculated.
Metering Point	CEB metering point at the Nadukkuda substation's each 33kV generation feeder as show in drawings Annex XI of Volume I. At this

point, metering equipment will be fixed for the measurement of Energy Output and the title of electrical energy passes to CEB.

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PROPOSAL SECURITY

WHEREAS _____ of _____ (hereinafter called and referred to as the “Project Proponent”) wishes to submit a Proposal to build-own-operate a 50 MW Wind Farm Facility at Mannar as described in Volume I under Tender Number TR/REP&PM/ICB/2023/009/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 USD/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 (as may be amended from time to time). 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 180 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 2024.

Authorised Signatory

Name:

Designation:

Authorised Signatory

Name:

Designation:

The approvals, consents, permits and licenses to be obtained by the Project Company shall include those listed below:

	Description of Consent	Government Agency
1.	BOI Status: Status of the Project confirmed under the terms of the BOI Agreement.	BOI
2.	Energy Permit: Permit issued to the Project Company under SRI LANKA SUSTAINABLE ENERGY AUTHORITY ACT, No. 35 OF 2007	SLSEA
3.	Generation License: License issued to the Project Company under Section 2 of the ELECTRICITY ACT NO. 19 OF 2009, as amended.	PUCSL
4.	Visas and work permits: Visas and work permits for foreign personnel properly employed in connection with the Project by the Project Company for the period such personnel are so employed.	BOI / Controller of Immigration & Emigration
5.	Building consents: Consent under the Fire Regulations	Ministry of Defence (Fire Dept.)
6.	Financial consents: All necessary permits and consents required for the effectiveness of the Financing Agreements and related agreements, including in any event: (i) Approval for the Project Company to borrow and make payments in foreign currency, and (ii) Approval required for the ownership by foreign persons and entities of equity in the Project Company.	Central Bank of Sri Lanka
7.	Insurance: Exemption from Control of Insurance (Amendment) Act No. 42 (1986) to permit the Project Company to obtain insurance and re-insurance for the Project with insurers outside Sri Lanka; in particular: (i) Remittance or deposit of premiums in foreign currencies to insurers; (ii) Proceeds of any claims under the Project Company's policies may be deposited or retained in foreign currencies outside Sri Lanka; (iii) Conduct and settlement of claims may be undertaken at the sole discretion of the insurers; (iv) Disputes between the insured and insurer will be resolved by the insurers according to such law as the insured and insurer agree.	Controller of Insurance

To:

Chairman, CANC, Ministry of Power & Energy
C/O, Deputy General Manager – Renewable Energy Procurement & Performance Monitoring
Ceylon Electricity Board,
No. 6-1/2, 1st Floor, Kalinga Place, Off Suleiman Avenue,
Colombo 00500, Sri Lanka.

CLARIFICATIONS FOR THE REQUEST FOR PROPOSAL**Development of 50 MW Wind Farm Facility at Mannar on Build, Own and Operate (BOO)
Basis****RFP Document No: TR/REP&PM/ICB/2023/009/C Date:****Sent by:**

No.	Volume	Clause	Clarifications Sought
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The responsiveness of Proposals will be determined in part by reference to the Project Proponent's ability to satisfy all requirements of this Annex:

1. <u>Completeness of Proposal</u>	Yes	No	Remarks
1.1 Proposal is correctly sealed and marked (Vol. I, Section 2.17)	_____	_____	_____
1.2 Technical Proposal Letter signed and correct format (Vol. 2, Section A)	_____	_____	_____
1.3 Affirmation regarding Financial Proposal is provided (Attachment to Technical Proposal Letter)	_____	_____	_____
1.4 Satisfactory Proposal Security (Vol. 1, Annex II)	_____	_____	_____
1.5 Proposal is valid for 150 days or more (Vol.1, Clause 2.13)	_____	_____	_____
1.6 All Forms, technical data and other required information is provided (Vol. II, Section D)	_____	_____	_____
1.7 Project Milestones Schedule (Vol. II, Section C)	_____	_____	_____
1.8 Project Proponent's Organisational Staffing and QA Plan is provided (Vol. II, Section E)	_____	_____	_____
1.9 Certificate of Registration under Public Contract Act No. 3	_____	_____	_____
1.10 Proof of purchase of RFP Document from CEB	_____	_____	_____
2. <u>General Requirements and Criteria</u>			
2.1 Powers of attorney confirming signatories' authority	_____	_____	_____
2.2 Board resolutions from each member of the Project Proponent	_____	_____	_____
2.3 Consortium agreement	_____	_____	_____
2.4 Project Milestones Schedule is complete and confirms Commercial Operation Date	_____	_____	_____
2.5 The Proposal includes an insurance plan for the Project Facility	_____	_____	_____
2.6 Project Proponent has named an internationally known Financial Advisor or arranger?	_____	_____	_____

2.7 No open or unacceptable assumptions made by Project Proponent in its Proposal. _____

3. Technical Data

3.1 Scope is complete and interfaces are well-defined _____

3.2 Project Facility complies with Minimum Functional Specification _____

3.3 The proposed Guaranteed Plant Capacity is: _____

3.4 Preliminary designs and descriptions are provided, applicable standards met, new plant and materials proposed _____

3.5 Experience reference sheets are provided for major plant items showing them to be proven technology _____

3.6 Environmental standards will be met _____

3.7 Project Proponent has proposed suitably qualified EPC contractor(s); _____

3.8 Project Proponent has proposed suitably qualified O&M contractor(s); alternatively, proposed bidding strategy will ensure award to suitably qualified O&M contractor(s) _____

3.9 Operational, Staffing & QA Plan is acceptable (Vol.2, Section E) _____

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TECHNICAL PROPOSAL – WIND FARM FACILITY

The Technical Proposal shall be prepared in the sequence presented below:

1. Cover Page

The Technical Proposal cover should state the name of the project, the project proponent's company name, the date of the Technical Proposal, the person responsible for the Technical Proposal's preparation and all members of the Project Proponent, where the Project Proponent is a consortium, currently participating in the project. The words "Technical Proposal – Wind Farm Facility", "Original" and "Copy" should be indicated on the page as appropriate.

2. Technical Proposal Letter

Technical Proposal letter shall be submitted in accordance with the Section A of Volume II.

3. Executive Summary

The Project Proponent shall provide a brief overall summary of its Technical Proposal. The summary should include, at a minimum, a brief overview of the technology and equipment proposed, power delivery period, project location, interconnection (delivery) point, experience with key project elements and permitting schedules etc.

4. Project Description

The Project Proponent's Technical Proposal should describe the Wind Farm Facility in great detail. It should include the following types of information in a text discussion (the list below is indicative and not exhaustive):

- (i) Project size, in area and in terms of power generation capability (MW);
- (ii) General description of the wind turbine generator and associated equipment;
- (iii) Schedule for permitting, construction and expected date of commercial operation.

The scope and general specifications for the Wind Farm Facility are as further set out below in Schedule 5 of Volume VI and should be incorporated in the 'Project Description'.

5. Wind Farm Capacity and Plant Characteristics

5.1 Wind Farm Capacity

Capacity must be specified at net generation levels delivered to the Delivery Point.

5.2 Operating Performance

The Project Proponent must provide full details of operating performance. The Project Proponent must propose an applicable availability target.

6. Qualification of the Project Proponent and EPC Contractors

Qualifications and experience of the Project Proponent shall be demonstrated and submitted in standard formats as per Section B of Volume II.

7. Environmental Assessment

The Project Company shall comply with the environmental requirements set out under the Environmental Approval, including the Environmental and Social Safeguard Requirements during the Construction Period as well as Operational Period.

8. Engineering and Design Concept Plans

The Project Proponent shall demonstrate how its Technical Proposal complies with the technical requirements as set out in Schedule 5 of Volume VI. The Project Proponent is required to provide the following information in a concept plan:

- (i) Design criteria for the detailed design of major civil works and wind plant equipment of the Wind Farm Facility
- (ii) Plan drawings showing the layout of the proposed Wind Farm Facility;
- (iii) Design standards of civil works and wind plant equipment which shall comply with international standards and Sri Lankan standards whichever is the superior. In the case of international standards not being available, other standards such as American or UK shall be used;
- (iv) Wind technology, including the make, model and suppliers' names which demonstrates that the proposed wind turbine generator fulfils the relevant IEC standards.
- (v) Major equipment to be employed, including the make, model and suppliers' names;
- (vi) Manufacturers' warranties; and
- (vii) Major equipment vendors.

9. Operation and Maintenance

Operating Performance References: CEB is soliciting proposals for proven technologies only. The Project Proponent shall provide historic operating performance data for projects with similar technology, which demonstrate that the proposed technology will be able to achieve the operating targets specified.

O&M Plan: The Project Proponent shall provide an operations and maintenance plan (“**O&M Plan**”) which demonstrates that the Wind Farm Facility will be operated and maintained in a manner to allow the Wind Farm Facility to satisfy its contractual commitments. This O&M Plan should indicate the proposed Wind Farm Facility's staffing levels, the schedule for major maintenance activities, plans for inspecting and testing of major equipment, entities responsible for operating and maintaining the Wind Farm Facility, and schedule for securing a maintenance agreement.

If an O&M contractor or other entity will be responsible for operating and maintaining the Wind Farm Facility, details of the contractor's qualifications, experience and performance record must be provided in this Section. The commitment of the O&M contractor to the Wind Farm Facility must be demonstrated.

Plant Performance: The Project Proponent shall provide the following projected unit performance information, including values for all parameters:

- outage rate; and
- expected availability.

10. CEB Grid Code and Guide

Technical Proposal shall comply with the CEB Grid Code. Refer Schedule 5 of Volume VI for of this guide.

11. Interconnection Plan

The Project Proponent shall be responsible for the construction, installation, commissioning and completion of the Interconnection Facilities in accordance with the PPA.

12. Project Milestones Schedule

The Project Proponent shall provide the Project Milestone Schedule as described in Section C of Volume II. The Wind Farm Facility shall be completed within twelve (12) months from the date Construction Notice.

13. Technical Data

The Project Proponent shall provide the technical data as described in Section D of Volume II and as per Schedule 5 of Volume VII.

14. Organisational and Staffing Plan

The Project Proponent shall submit a plan setting out its proposed organisational arrangements. The Project Proponent's plan will describe the Project Company's proposals with respect to, amongst others:

- i. The organisational structure of the Project Company;
- ii. The staffing policies and personnel deployments to build, operate and administer the Wind Farm.

15. Total Quality Management Plan

The Project Proponent shall describe the Project Company's Quality Assurance Plan. The Quality Assurance Plan shall meet the requirements of ISO 9001:2000 (or latest) and cover all activities as required to comply with the Project Company's obligations under the Project Agreements.

16. Generation Model Report

The Project Proponents shall provide their generation model report as per Section D of Volume II.

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FINANCIAL PROPOSAL – WIND FARM FACILITY

The Financial Proposal Wind Farm Facility shall be prepared in accordance with the below provisions:

1. Cover and Title Page

The Financial Proposal cover page should state the name of the Project, the Project Proponent’s company name, the date of the Financial Proposal, the person responsible for preparing the Financial Proposal and all co-developers currently participating in the Project. The words “Financial Proposal – Wind Farm Facility”, “ORIGINAL” and “COPY” should be indicated on the page as appropriate.

2. Financial Proposal Letter

Financial Proposal letter shall be submitted in accordance with the Section F, Volume II.

3. Proposed Bid Tariff for Wind Farm

The Project Proponent shall propose a **single Tariff** in USD Cents/kWh for the entire term of twenty (20) years of the PPA (**Bid Tariff**):

Bid Tariff	Years 1-20
USD Cents/kWh (maximum 2 decimals)	X.XX

The above bid tariff shall be converted to LKR at the time of monthly payment of each month using the methodology indicated in Clause 8 of the PPA. All the monthly payments shall be in LKR and in accordance with the terms in the PPA.

The Bid Tariff is exclusive of VAT and any excise taxes or other governmental impositions. The Project Proponent shall charge CEB for VAT or other taxes imposed on energy sales on the tariffs at the applicable rate if required by applicable Law.

In addition, the Project Proponent shall provide the information in Part II of Volume II in support of its Bid Tariff. The Project Proponent shall provide a printed copy and an electronic copy of a working financial model with the spread sheets which clearly describe the pricing proposals. The Project Proponent shall furnish the financial model with a cash flow statement for the full term of the PPA.

4. Financial Model

The Project Proponent shall provide their financial model which will include, at a minimum, the following;

- Capital costs (including breakdown for major equipment)
- Financing costs
- Equity and debt portions
- Operating costs
- NPV and IRR projections over project life
- Assumed discount rate
- Depreciation rate used
- Residual Price
- Any termination payment amounts on a quarterly basis
- Other financial assumptions

<Included Separately in the CD>

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File Name in CD	Description
Map of WTG locations	Map of proposed wind turbine generator (WTG) locations in Google KML file format.
Layout of WTG locations	Layout of proposed wind turbine generator (WTG) locations in AutoCAD and PDF file formats.
Land acquisition details	Details of lands (with extent) acquired for the WTG locations and access roads in MS Excel file format.
Survey details for proposed project	<ul style="list-style-type: none"> • Topographic details of WTG locations and access roads • Contour drawings of WTG locations access roads • Drone images of WTG locations with contours
Geo technical investigations	Geo technical investigations reports of proposed WTG locations
Transport & logistic survey	Transport & logistic survey done for wind power development in Mannar region
Details existing wind turbines in Mannar island	<ul style="list-style-type: none"> • Following details of the existing 103.5 MW Thambapavani wind farm in Mannar Island shall be considered; <ol style="list-style-type: none"> a) Project owner – Ceylon Electricity Board b) Project capacity - 103.5 MW c) Number of wind turbines – 30 wind turbines d) Capacity of a single wind turbine – 3.45 MW e) Dimensions of wind turbine – Hub Height is 89.6 m and Rotor Diameter is 126 m f) Coordinates of the wind turbines – Excel file indicating the coordinates (in WGS 84 format) of the wind turbines and a Google KML file format.
Details of potential future wind power projects in Mannar island	<ul style="list-style-type: none"> • Proposed 249.6 MW Phase II project in Mannar Island <ol style="list-style-type: none"> a) Project implementing agency – Sri Lanka Sustainable Energy Authority b) Project capacity – 249.6 MW c) Number of wind turbines – 48 wind turbines d) Capacity of a single wind turbine – 5.2 MW

	<p>e) Dimensions of wind turbine – proposed Hub Height is 120 m and proposed rotor Diameter is 160 m</p> <p>f) Coordinates of the wind turbines & Google KML file format.</p>
Land use maps of the region	<ul style="list-style-type: none"> • Scanned 1:50,000 map 1 – MANNAR.TIF • Scanned 1:50,000 map 1 – THALAIMANNAR.TIF <p>(Prepared by Survey Department of Sri Lanka)</p>
Digital contour map for Mannar island	<ul style="list-style-type: none"> • WAsP Map file - MANNAR_WF_UTM44N_Contours.map <p>(This is prepared based on SRTM data. This is provided as supplementary information and it is not mandatory to use this. Bidder may use this data or any other data for wind farm modelling if deemed necessary)</p>
Roughness map of the Mannar island	<ul style="list-style-type: none"> • WAsP Map File 1- MANNAR_WF_UTM44N_Contours&Roughness_Combined.map • WAsP Map File 2 - MANNAR_WF_UTM44N_Roughness.map <p>(This is prepared during 2018-2019. This is provided as supplementary information and it is not mandatory to use this. Bidder may use this data or any other data for wind farm modelling if deemed necessary)</p>
Noise compliance requirement	Wind Farm noise compliance requirement and supplementary information.

File Name in CD	Description
Site wind data	<ul style="list-style-type: none">• Site Wind Data – Following details are attached<ol style="list-style-type: none">a) Site wind data measured in conformity to MEASNET standard for a period of one year (June 2012 to May 2013) under the direct supervision of an independent consultant, along with other climate data.b) Wind measurements done with the same measuring mast of (a) and instrument for further period of approximately three years (for 2014, 2015 and 2016).• Wind Mast Photographs• Mast installation report
Production data of Thambapavani plant	<ul style="list-style-type: none">• Annual energy data of the existing Thambapavani wind power project (This is provided as supplementary information and it is not mandatory to use this).

<Included Separately in the CD>

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FORM OF PRELIMINARY OBLIGATIONS BOND

WHEREAS _____ of _____,

a Company incorporated in Sir Lanka (hereinafter called and referred to as the “Company”) which intends to enter into a Power Purchase Agreement (hereinafter called and referred to as “the Power Purchase Agreement”) with the Ceylon Electricity Board;

AND WHEREAS under the terms of the Request for Proposals No. TR/REP&PM/ICB/2023/009/C (Volume I, Instructions to Project Proponent) the Company is bound and obliged to furnish a Preliminary Obligations Bond by Project Company to secure due performance under Letter of Award as per RFP Document and also to secure the due performance during the Preliminary Period in terms of the Power Purchase Agreement;

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

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

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

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

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

This Preliminary Obligation Bond shall be valid and binding and shall remain in full force and effect up to and including the _____ and thereafter shall be null and void and of no force or effect (whether the original hereof is returned or not) except in respect of any demand made on or before the aforesaid _____.

IN WITNESS whereof this Preliminary Obligation Bond has been signed by the authorised signatories of the aforesaid _____ on this day of _____ 2024.

Authorised Signatory
Name:
Designation:

Authorised Signatory
Name:
Designation:

<Included Separately in the CD>

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