



## CEYLON ELECTRICITY BOARD

(Established by Act of Parliament No. 17 of 1969)

Bidding Document for

### **SUPPLY OF 05 Nos. OF FUEL OIL FLOW METERS FOR SAPUGASKANDA POWER STATION, SRI LANKA**

**Bid No: - SPS/CE/SP/08P-2021/3200**

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**Supply of 05 Nos. of Fuel Oil Flow Meters  
for Sapugaskanda Power Station, Sri Lanka**

**Bid No.: SPS/CE/SP/08P-2021/3200**

**BIDDING DOCUMENT**

Consists of three sections

- Section 1 Bid Data Sheet and General Conditions
- Section 2 Special Conditions of Particular Application
- Section 3 Technical Specifications

Bidders are kindly requested to examine and read the contents of Section 1 and Section 2 carefully, before preparation of the Bid.

*Information Copy - Not for Bidding*

## Section 1

### Bid Data Sheet and General Condition

*Information Copy - Not for Bidding*

**CEYLON ELECTRICITY BOARD  
BID DATA SHEET**

**BIDS ARE INVITED FOR:**

Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka

**BID No. & THE NAME:**

SPS/CE/SP/08P-2021/3200– Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka

**BID SECURITY:**

Value of the Bid Security in Sri Lanka Rupees Sixty Thousand Only (LKR 60,000.00). The Bid Security shall be valid for One Hundred and Twenty (120) days from the date of closing of the Bids.

**CLOSING DATE & TIME OF THE BID:**

The Bid will be closed at 10.00 hrs on 2022-01-05 (Wednesday)

**PURCHASING OF BID DOCUMENT:**

The Office of the Deputy General Manager, Thermal Complex, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa, Sri Lanka.

**BID SHALL BE ADDRESSED TO:**

The Chairman, Thermal Complex Procurement Committee, C/O. Office of the Deputy General Manager, Thermal Complex, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa, Sri Lanka.

**OPENING OF BIDS:**

Bids received will be opened immediately after the closing time of the Bid, at the Office of the Deputy General Manager, Thermal Complex, Ceylon Electricity Board New Kelani Bridge Road, Kolonnawa, Sri Lanka

**PLACE OF ACCEPTANCE OF BIDS:**

Office of the Deputy General Manager, Thermal Complex, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa, Sri Lanka.

**SAMPLES:**

Not Applicable

**PLACE OF DELIVERY OF GOODS:**

Sapugaskanda Power Station, Ceylon Electricity Board, Mabima Road, Heiyantuduwa, Sri Lanka.

**DELIVERY PERIOD:**

90 days from the award of the contract

**FURTHER INFORMATION:**

Chief Engineer, Sapugaskanda Power Station, Sri Lanka; Tel: + 94-11- 2400422/356, Fax: + 94-11-2400584, Email: [cespssc.gen@ceb.lk](mailto:cespssc.gen@ceb.lk)

**VAT REGISTRATION NUMBER OF THE CEYLON ELECTRICITY BOARD**

409000010-7000

**CEYLON ELECTRICITY BOARD**  
**General Conditions of Contract (ICB)**

**1. SCOPE:**

This document covers the general conditions applicable for procurement of goods, using Ceylon Electricity Board Funds through International Competitive Bidding (ICB).

**2. LANGUAGE OF THE BID & ELEGIBLE BIDDERS:**

The language of the Bid and all documents related to the bid shall be in English language. All Foreign & Local prospective suppliers/manufacturers are eligible to bid.

**3. SUBMISSION OF BIDS:**

The bids may be submitted for all or selected number of items specified in the Schedules of Prices (Appendix VI-A/VI-B) of this document. However bids submitted shall be for the full quantities of each item selected. **Bids submitted for partial quantities will be rejected.**

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

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

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

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

The bids shall be accepted only till the Closing Time of the bidding specified in the Data Sheet (page 1 of the bidding document). **Any Bid received after the Bid closing time will be rejected and returned unopened to the Bidder or to the duly authorized Agent.**

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

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

**5. LOCAL AGENTS:**

Foreign Principals, who have a Local Agent in respect of the Bid, shall furnish a Letter of Authorisation along with the offer. If they do not have a Local Agent shall specifically declare that they are not represented by any Local Agent and no **Local Agent's Commission is payable** in respect of the Bid. Nomination of Agent/s after the submission of the Bid will not be valid. The Agent nominated at the time of Bidding shall not be changed within the period of contract.

Bids received from Local Agents representing Principals abroad **shall not be considered** for evaluation of the Bid unless they hold a duly executed Power of Attorney from the Principal empowering the Agent to make an offer, enter into a valid agreement on behalf of the Principal, to fulfil all the terms and conditions of the contract. Under any circumstances a letter of authorisation from the principals **will not be accepted** instead of a duly executed Power of Attorney when the Local Agent makes an offer.

## 6. BID SECURITY:

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

**The Bid Security shall be unconditionally encashable on the receipt of first written demand of the Ceylon Electricity Board. No alternate offers will be accepted under one Bid Security.**

## 7. SCHEDULE OF PRICES:

The bids shall be submitted using the Schedule of Prices furnished in Appendix VI-A /VI-B. The Schedule of Prices must be completed without any alterations to its format and no substitute shall be accepted. All blank spaces shall be filled with the information required. If any space is not applicable it shall be stated so.

**Bids not in the prescribed form will be rejected.**

The prices quoted shall be written clearly in indelible ink or type written. The total amount of each item of the offer shall be given in words (in English) as well as in figures. The amounts written in words will be taken as correct in case of a discrepancy in the amounts written in words and in figures. The Bidder shall authenticate any alterations in the bids.

**Failure to do so will result in the offer being rejected.**

**Only the Prices indicated in the Schedule of Prices (VI-A /VI-B) shall be taken for evaluation.**

### 7.1 Foreign Bidders

- (a) Foreign Bidders shall fill in and sign the prescribed form of the **Schedule of Prices (Foreign)** given in **Appendix (VI-A)** as per the instruction given below in (b) & (c)
- (b) Customs Duty, Value Added Tax (VAT), & Other applicable Levies such as Stamp Duty, Cess, Excise Duty, Surcharge on Customs Duty payable to the Sri Lanka Customs will be paid by the Ceylon Electricity Board at the prevailing rates at the time of clearing of goods and the same shall **not be included** in the column provided for "Total cost of clearing Handling & Delivery charges"
- (c) The Bidders are allowed to quote in Sri Lankan currency or/and **maximum of three (03) foreign currencies that are freely convertible in Sri Lanka**. The total cost of clearing, handling and delivery charges requested in the schedule of prices shall be quoted only in Sri Lankan Currency.

### 7.2 Local Bidders

- (a) Local bidder of the following categories shall fill and sign the prescribed form of the schedule of prices (local) given in the appendix (VI-B) and as per the instructions given below in (b).
  - (i) **Local Bidders of Locally manufactured Goods (only if bidder is the manufacturer)**
  - (ii) **Local Bidders of Locally manufactured Goods (if the bidder is not the manufacturer)**
  - (iii) **Local Bidders of Imported Goods**
- (b) The prices quoted shall be either in local currency or in foreign currencies subject to a **maximum of three (03) Foreign Currencies that are freely convertible in Sri Lanka** and the Payments will be made in Sri Lankan Currency or/and foreign currency as per the clause 15.2 .The total cost of delivery requested in the Schedule of Prices shall be quoted only in Sri Lankan currency.

## 8. MINIMUM VALIDITY PERIOD OF BIDS:

All bids shall be held good for acceptance for a minimum period of Ninety days (**90 days**) from the date of the closing the Bidding specified in the Data Sheet (page 1). Prices indicated in the Schedule of Prices shall be firm and shall not be subject to any variation within the validity period of the Bid specified above.

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

### 9.1 Mandatory Documents

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

- (a) Duly signed "Certificate of Purchase of Bidding Document" (Appendix I) of this document
- (b) Duly signed "Form of Bid" (Appendix II) of this document.
- (c) **Bid Security** vide Clause (6) substantially in accordance with the given format (Appendix III).
- (d) Duly completed and signed "Schedule of Prices" (Appendix VI-A / Appendix VI-B) of the bidding document.
- (e) Duly completed and signed "Schedule of Guaranteed Technical Particulars" attached to the CEB Specification (Appendix V).
- (f) Certified copies of relevant Test Certificates, Mill certificates etc. including Type Tests **in English language** as per the CEB Specification.
- (g) Name and Address of Manufacturer and Certificate of Country of Origin.
- (h) If the Bidder is not the Manufacturer, the Bidder shall furnish documentary evidence of arrangements with the Manufacturer for the supply of goods offered.
- (i) Power of Attorney vide Clause 5 **(If applicable)**
- (j) Documents of proof of ability referred to in Clause (23).
- (k) A letter from the Commissioner of Inland Revenue Department, vide Clause 35 certifying that his/her company has not been registered for VAT (if applicable)
- (l) Any other document stated in the CEB specification given in Appendix (V), as required to be submitted
- (m) Certification by the Bidder that the goods shall be delivered according to the Delivery Schedule stated in the Data Sheet.
- (n) Certification of registration under Public Contracts Act No 3 of 1987 (if applicable)
- (o) Duly completed and signed "Form of Domestic Preference" (Appendix VII) and the documents refer to clause (11.1) of Domestic Preference. (If applicable)
- (p) Packing details referred to in clause (12.2).

### 9.2 Other Documents

The following documents will also be submitted with the Bid.

- (a) Manufacturer's Guarantees, Illustrations, Catalogues and full particulars of the items offered in English language.
- (b) Details of variations and/or deviations from the Technical Specifications if any. If there are no variations / deviations a Certificate of compliance should be furnished with the offer.
- (c) Signed Pro forma Invoices indicating the full description of items offered and prices.
- (d) Freight Certificate obtained from a shipping line or their agents and a certificate indicating approximate weight, measurement of the consignment and the number of Containers etc. as described in Clause 18 **(Applicable only for Foreign Bidders)**
- (e) Lists of Directors vide Clause (33).
- (f) Documentary evidence to show any preferential Customs Duty applicable in Sri Lanka under the International Trade Agreements. Failure to furnish necessary documents will result in the applicable preferential Customs Duty not being considered for the evaluation.

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

CEB reserves the right to reject any or all bids, without adducing any reasons. CEB may accept any or all items of the bids and reserves the right to increase or decrease the quantity of goods, provided this does not exceed 25% of the total quantity, at prices indicated in the Schedule of Prices .

The decision of the Procurement Committee on the award of the contract to the **Lowest Evaluated Substantially Responsive Bid** will be final.

The notice of acceptance of Bid will be sent by registered post to the successful Bidder as soon as possible, after the decision of the Procurement Committee is made. Intimation of the acceptance of bid may alternatively be made by Facsimile if circumstances so require, and **such intimation should be considered as sufficient notice for acceptance.**

## 11 METHOD OF EVALUATION OF BIDS :

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

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

The offers received shall be evaluated item wise and for the purpose of the determination of lowest evaluated substantially responsive bid out of the bids received, the bid evaluation process would be carried out in two stages: i.e. **(i) Bid Examination, (ii) Bid Evaluation.**

### (i) Bid Examination

- (a) All bids opened by the Bid Opening Committee will be examined to determine the eligibility of bidders responded and to determine the substantial responsiveness of the bids received commercially.
- (b) During the bid examination process in respect of commercial aspect, the bids will be checked to see whether they are complete, any computational errors have been made, required Bid Securities have been furnished, all the documents have been properly signed, the bids are generally in compliance with the requirements stipulated in the Bidding document and bids are generally in order. All deviations observed during the bid examination would be noted. Bids with deviations such as incomplete bids, non compliance with the specified delivery schedule, inclusion of price escalation when fixed priced bids are called, proposal of subcontracting when subcontracting is not allowed, absence of bid security, lack of proper signature on the form of bid, lack of critically important supporting documents, shall be rejected and shall not be taken for further evaluation as those bids are considered to be substantially non responsive.

### (ii) Bid Evaluation

#### (a) General Principle

All the bids determined as substantially commercially responsive during the bid examination stage shall be evaluated for technical compliance and ranked in the lowest cost basis. The lowest ranking bid shall then be selected as the lowest evaluated substantially responsive bid.

#### (b) Correction of Errors

During detailed bid evaluation, if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern. However, if the total bid price increases due to this correction, the unit rate will be adjusted within the total bid price. If the bidder does not agree for such adjustment, his bid will be rejected without affecting his bid security.

#### (c) Currency Conversion

All prices quoted in foreign currencies by foreign suppliers as well as local suppliers will be converted to Sri Lanka Rupees at the **Official Indicative Exchange Selling Rate** obtained from the Central Bank of Sri Lanka, prevailing on the day of opening of Bids .



## 11.1 EVALUATION CRITERIA

### (A) When there are foreign Bidders only

The total evaluated Cost of each item shall be the sum of following components.

- Offered FOB Cost
- Offered Freight Cost
- Offered Clearing Handling & Delivery Charges from Port of Colombo to CEB Stores(excluding VAT)
- Local Agent's Commission. (excluding VAT)

### (B) When there are foreign Bidders and Local Bidders of Locally manufactured goods that are not eligible for domestic preference and Local Bidders of Imported Goods the following costs shall be taken for evaluation

#### (i) For, Foreign Bidders

- Offered FOB Cost
- Offered Freight Cost
- 1.5% of the FOB Cost. ( hypothetical value for cost of Insurance)
- Offered Clearing Handling & Delivery Charges from Port of Colombo to CEB Stores (excluding VAT)
- Local Agent's Commission (excluding VAT)
- Duty and other charges payable at Sri Lanka Customs ( excluding VAT) – this component will be calculated based on the current Duty

#### (ii) For, Local Bidders of Locally manufactured goods that are not eligible for domestic preference stated in column 11.2

- Total Ex-Works Cost (excluding VAT)
- Cost of delivery to the CEB Stores(excluding VAT)

#### (iii) For, Local Bidders of imported goods

- Total ex- Show Room price (excluding VAT)
- Cost of delivery to the CEB Stores (excluding VAT)

### (C) When there are foreign Bidders , Local Bidders of Locally manufactured goods that are eligible for Domestic preference stated in Clause 11.2 , Local Bidders of Locally manufactured goods that are not eligible for Domestic preference stated in Clause 11.2 and Local Bidders of imported goods,

#### (i) For, Foreign Bidders

- Offered FOB Cost
- Offered Freight Cost
- Offered Clearing & Delivery Charges from Port of Colombo to CEB Stores (excluding VAT)
- Local Agent's Commission (excluding VAT)
- 1.5 % of the FOB Cost. ( hypothetical value for cost of Insurance)
- Duty and other charges payable at Sri Lanka Customs ( excluding VAT) – this component will be calculated based on the current Duty
- 20 % of the CIF Cost.

- (ii) For, **Local Bidders of Locally manufactured goods that are eligible for domestic preference**
  - Total Ex-Works Cost (excluding VAT)
  - Cost of delivery to the CEB Stores(excluding VAT)
  
- (iii) For, **Local Bidders of Locally manufactured goods that are not eligible for domestic preference**
  - Total ex- Works Cost (excluding VAT)
  - Cost of delivery to the CEB Stores(excluding VAT)
  - 20% of Lowest CIF Cost offered by a Foreign Bidder.
  
- (iv) For, **Local Bidders of imported goods**
  - Total ex- Show Room price (excluding VAT)
  - Cost of delivery to the CEB Stores(excluding VAT)
  - 20% of Lowest CIF Cost offered by a Foreign Bidder.

## 11.2 DOMESTIC PREFERENCE

When locally manufactured Goods are offered in competition with Imported Goods, a 20% preference will be granted for Local Bids subject to following.

Application of the margin of preference stated above would apply only to locally manufactured goods, if the bidder establishes to the satisfaction of the Procurement Committee that,

The input of local labour, local raw material and local components in any locally manufactured article accounting for at least 30% of the ex-factory price.

The Production facility in which those goods would be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of Bid Submission.

In addition to the above, the Bidder should satisfy one of the followings,

- (i) For an Sole Proprietorship, the bidder shall be a Sri Lankan
- (ii) For Partnership, 50% of the members of the Partnership shall be Sri Lankan.
- (iii) For an Individual Firm, shall be registered in Sri Lanka and should have more than 50% ownership by Sri Lankan.
- (iv) For a Joint Venture, each firm shall be registered in Sri Lanka and should have more than 50% ownership by Sri Lankan.

It is the responsibility of the Bidder to provide acceptable evidence along with his bid in addition to completion of Appendix VII that shall be certified by independent auditors registered with the Institution of Chartered Accountants, Sri Lanka, to the satisfaction of the Procurement Committee. Bidders who fail to comply with this condition will not be considered for domestic preference.

To grant the domestic preference in the evaluation of Bidders, the following method shall be adopted

In the first instance all the Bidders shall be divided into two groups, ie. Preference entitled group and preference not entitled group.

At the next step, in the case of foreign bidders an amount equal to 20% of CIF price of each bid shall be added to the respective evaluated bid price of preference not entitled group, hypothetically for comparison purpose. In the case of locally manufactured articles, which are not entitled for domestic preference, 20% of the lowest CIF cost of Foreign bids shall be added and bidders shall be re-ranked on the above basis.

Successful bidder shall be decided according to the re-ranking order. However, the award price shall not be the evaluated bid price computed for determination of domestic preference.

## 12. PERFORMANCE SECURITY, PRO FORMA INVOICE & CONTRACT OF SUPPLY:

Within (14) days of receipt of the Letter of Award the Successful Bidder ( Henceforth known as the Supplier) shall furnish a Performance Security, Pro forma Invoice and duly completed and signed Contract of Supply.

If any of the documents mentioned above is submitted after 14 days as stated above the date of completion of the order will be brought forward by the number of days delayed in submitting it and If they are not submitted within 30 days Ceylon Electricity Board has the right to forfeit the Bid Security of the Bidder and cancel the award.

### 12.1 Performance Security

The Supplier shall furnish a Performance Security approximately equal to **Ten Percent (10%)** of the total contract sum. The Performance Security shall be in the form of a Bank Draft or a Bank Guarantee, substantially in accordance with the specimen at **Appendix IV** and issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Bank based out side Sri Lanka but "confirmed" by a commercial Bank operating in Sri Lanka. The Performance Security shall be in favour of the General Manager, Ceylon Electricity Board, Colombo, and shall be valid for a period not less than Sixty (60) days from the date of the anticipated final delivery.

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

The Performance Security will be released after 60 days of satisfactory completion of final delivery

### 12.2 Pro forma Invoice

The Supplier shall furnish a Pro forma invoice indicating separately the FOB / Ex Works/Ex Show Room Price, freight Cost, HS Code, catalogue or Model No of each item, and packing details, Delivery Cost whichever are applicable.

### 12.3 Contract of Supply

After the Letter of Award is received the Supplier shall enter into an agreement with CEB to execute the order under the terms and conditions stated in the Letter of Award. Specimen Contract Form that shall be provided for the purpose is given in Appendix VIII.

## 13. CLEARING AND TRANSPORT OF GOODS:

### 13.1 For Foreign Suppliers

(a) The Supplier shall be responsible for the expeditious clearing of goods from the Port and handing over the same to the CEB Stores or to any other destination specified in the Bid Data Sheet. If the Supplier is not agreeable for clearing of goods from the Port, delivery and unloading at the delivery point indicated in the Bid Data Sheet the offer will be rejected. In the event of the goods are required to be diverted to destinations other than the specified delivery point, the Supplier shall undertake such deliveries and payment will be made at prevailing transport rates.

(b) The Supplier shall, within **Forty Eight (48) hours** of shipment, despatch or send through a Courier Service / Facsimile duplicate sets of shipping documents to the DGM –in-Charge of the Procurement Unit. If the original shipping documents are not available at the time of receipt of goods at the port, goods shall be cleared on a Shipping Guarantee, at a written request made by the supplier guaranteeing that in the event the items supplied are found to be non-compliance with the CEB specification, he will take full responsibility of replacing the items with items which conform to the CEB specification. The cost of the Shipping Guarantee (SG) including applicable interest shall be borne by the Supplier.

(c) The Ceylon Electricity Board will furnish a Cheque in favour of the Director General of Customs to cover Customs Duty, Value Added Tax (VAT), other applicable Taxes & Levies payable to Sri Lanka Customs such as Stamp Duty, Cess, Excise Duty, surcharge on Customs Duty within **Twenty Four (24) hours** of presentation of necessary documents to the DGM–in-Charge of the Procurement Unit. The Supplier, through his Agent or Representative shall be responsible for the payment of all other charges to the Sri Lanka Port Authority, Container deposits and charges to Shipping Agents in connection with the clearance of goods and also the cost of transport to the places of delivery indicated in the Bid Data Sheet or any other location and off loading by providing necessary labour.

- (d) The total of all Clearing Handling and Delivery charges other than Taxes, Duties and Levies paid by the CEB referred to in (c) above shall be shown in the Column provided for, in the Schedule of Prices (Appendix VI-A) and this amount will be paid to the Supplier on satisfactory completion of delivery to CEB Stores. The CEB will not accept any responsibility for any additional expenses the Supplier may incur by way of double handling Rent, Crane hire charges etc, at the Port.
- (e) If the supplier fails to clear the goods expeditiously after discharge of Goods at the Port, the CEB reserves the right to make its own arrangements for clearance of the cargo and recover all charges incurred from any one or all proceeds of Supplier's Performance Security, Clearing Charges, Local Agent's Commission or the balance 15% C&F/FOB price, referred to at Clause 15.1 (a) of this document.
- (f) The Supplier or the Agent shall notify the Engineer or officer-in-charge of CEB Stores in writing at least 24 hours ahead of delivery of goods of his intention to do so to enable the CEB to make the necessary arrangements.
- (g) The supplier shall be responsible for attend to all customs requirement and hand over Customs Entries/Declarations to the DGM -in-charge of the procurement unit (as stated in the Data Sheet).

### 13.2 For Local Suppliers

- (a) The successful Bidders shall be responsible for the transport of Goods from the manufacturer's works or warehouse and handing over same to the CEB Stores or delivery point as specified in the Data Sheet (page1). If the Bidder is not agreeable for the delivery of goods to the CEB Stores, **the offer will be rejected**. In the event of the goods being diverted to any other destinations other than the place specified, the Bidder shall undertake such transport and payment will be made at prevailing transport rates.
- (b) The total delivery charges to CEB Stores shall be shown in column provided for, in the Schedule of Prices and this amount will be paid to the Supplier on satisfactory completion of delivery of Goods.
- (c) The Supplier or the Agent shall notify the Electrical Engineer or Officer-in-charge of CEB Stores in writing at least 24 hours ahead of delivery of goods of his intention to do so to enable the CEB to make the necessary arrangements.

### 14. DELIVERY OF GOODS:

The quantities awarded shall be delivered in accordance with the delivery schedule indicated in the Bid Data Sheet. Payments will be made only for the quantities delivered in accordance with the delivery schedule. **No Payments will be made for any quantities delivered in excess to the stipulated in the delivery schedule.**

### 15. MODE OF PAYMENT:

#### 15.1 Foreign Suppliers

##### (a) Foreign Cost

Payment will be made by means of an **Unconfirmed, Irrevocable Letter of Credit** opened in favour of the Supplier, through the correspondent of the **People's Bank of Sri Lanka**, operating in the Country of Supplier. Letter of Credit will provide for payment to be made as indicated below against shipping documents, which will include clean on-board freight prepaid Marine Bills of Lading, signed invoices, certificate of origin, certificate of inspection, warranty and a certificate of quality and quantity from the inspector as per Clause (17).

First Instalment of **85% of the FOB/C&F** price of each shipment on presentation of the shipping documents, etc

The balance Instalment of **15% of FOB/C&F** price will be paid at the end of the contract on issue of a certificate by the General Manager, Ceylon Electricity Board or his authorised officer to the correspondent of the People's Bank, Foreign Branch after the goods have been satisfactorily delivered.

If the beneficiary requires a confirmed Letter of Credit the confirmation charges have to be borne by the beneficiary.

All foreign Bank charges have to be borne by the beneficiary.

**(b) Local Cost (Local Agent's Commission and Clearing Charges):**

The Local Agent's Commission will be paid on **satisfactory completion of the contract** and duly furnishing the documents referred in clause 13.1 (g) of this document.

The Local Agent's Commission will be paid in Sri Lankan Currency based on the Foreign Exchange selling rate published by the Central Bank of Sri Lanka on the day of bid closing.

The amount payable as Clearing, Handling & Delivery Charges to Stores indicated in the Schedule of Prices (Appendix VI-A), and shall be paid on a Pro-rata basis for each shipment.

The Value Added Tax (VAT) payable on Local Agent's Commission and Clearing, Handling & Delivery Charges will be paid by the Ceylon Electricity Board at prevailing rates, if claimed by the Local Agent or Clearing Agent with the VAT Registration Number.

**15.2 Local Suppliers**

(a) Payment will be made after the satisfactory delivery of each instalment of goods as stipulated under "Delivery Schedule" in the Data Sheet. Payment will be made only after the total quantity for the instalment is delivered

**(b) (i) Local Manufacturers (only if the Supplier is the manufacturer)**

If any Foreign currency payments are envisaged under the bid, the local Bidder shall be eligible to quote in the Foreign Currency.

Local Suppliers shall be paid in Foreign Currency subject to the following conditions for the components for which, Foreign Currency is utilized, only if

(a) The supplier is authorized by the Central Bank of Sri Lanka, to receive Foreign Currency payments and

(b) The Supplier submits proof documents showing the Foreign Currency payments made with regard to this contract which shall be certified by Independent Auditors registered with the Institution of Chartered Accountants, Sri Lanka, for the satisfaction of the purchaser.

In the event the local supplier is not eligible for foreign currency payment, the total ex-works price quoted in any currency or currencies will be converted to Sri Lankan rupees for the purpose of payment, based on the **Foreign Exchange selling rate**, obtained from Central Bank of Sri Lanka on the date of **closing the Tender**.

Payments to local suppliers will be made within 30 days on receipt of signed Invoices, together with the Certificate from the Engineer- in - charge of the CEB Stores, that the Goods have been received in terms of the Letter of Award.

**(ii) Local suppliers of locally produced goods & Local suppliers of imported goods**

The total Ex show room price quoted by local suppliers of locally produced goods or local suppliers of imported goods in any currency or currencies will be converted to Sri Lankan rupees for the purpose of payment based on the **Foreign Exchange selling rate**, obtained from Central Bank of Sri Lanka on the date of **closing the Tender**. This payment will be made for the above local suppliers in Sri Lankan Rupees by way of a cheque written in favour of the Supplier, within 30 days on receipt of signed Invoices, together with the Certificate from the Engineer- in- charge of the CEB Stores, that the Goods have been received in terms of the Letter of Award.

(c) The amount payable as Cost of Delivery to CEB Stores indicated in the Schedule of Prices (Appendix VI-B) only, shall be paid on a Pro-rata basis for each delivery.

(d) Any applicable VAT will be paid by CEB at prevailing rates in addition to Total Ex-Work Price / Total Ex-Show Room Price, if claimed by the local manufacturer / supplier with the VAT Registration Number

16. **PACKING, IDENTIFICATION AND MARKINGS:**

- (a) In addition to specific packing required as per Technical Specification, the Bid price shall include the cost of all necessary packing including cases, packing materials and labour. Export packing should be done in the best possible manner to withstand rough handling in transit. Packages should be suitable for export and to storage in the tropics. The Supplier is responsible for the adequate packing and handing over of Goods to the CEB Stores in good condition.
- (b) All packages should be marked and addressed legibly fairly in large characters in indelible ink as follows:  
CEYLON ELECTRICITY BOARD , COLOMBO, SRI LANKA.  
AWARD NO:  
PACKAGE NO : ..... OF ..... PACKAGES  
DESCRIPTION OF CONTENTS :  
GROSS WT : ..... NET WT : .....  
CUBIC MEASUREMENTS : .....

17. **INSPECTION OF GOODS:**

- (a) Prior to shipment/delivery, the goods shall be inspected by an Engineer appointed by the CEB for the purpose of obtaining the certificate of quantity and quality.
- (b) Within 30 days of the receipt of the firm order, the Supplier shall give notice of the tentative date on which any particular item/items will be ready for test and inspection at works to enable the Ceylon Electricity Board to appoint the Inspector/s deemed necessary for tests. Items shall not be packed for dispatch until inspected, tested and approved by the Engineer. In the event the CEB inspection is waved off the supplier shall arrange to witness the acceptance test by an independent inspector and the goods will be acceptable with the test certificate signed by an independent inspector acceptable to the CEB certifying that the product has passed the acceptance test satisfactory.
- (c) The Supplier shall afford the Inspector all proper and reasonable facilities for examining, inspecting, testing or gauging of item/s ordered and shall also supply free of charge such apparatus, materials, tools, gauges, labour and assistance as may be required from time to time for the purpose of such examinations, inspections, tests or gauging. Goods will be subject for inspection both in the course of manufacture and at the time of acceptance.
- (d) The inspection carried out by the Engineer appointed by the CEB and the certification issued by the Engineer **shall not relieve the Supplier** from the liabilities to supply the goods in correct quantities and in accordance with the specifications stipulated.
- (e) The Purchaser's rights during the period of warranty to inspect, test and where necessary, reject the Goods after the arrival in the Purchaser's country shall in no way be limited or waived by reason of Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to shipment/delivery of Goods.
- (f) Nothing in this Clause (17) shall in any way release the Supplier from any warranty or other obligations under the Contract.

18. **SHIPMENT: (APPLICABLE ONLY FOR FOREIGN SUPPLIES)**

The Suppliers are allowed to quote freight charges on Vessels owned by any shipping line. This quoted freight charges will be considered to calculate CIF price for the purpose of evaluation. However before opening of Letter of Credit, the CEB will get a freight rate from the Ceylon Shipping Corporation Ltd (CSCL) Sri Lanka. If CSCL can offer a more economical freight rate, then the Letter of Credit will be opened on **FOB basis** and CSCL will undertake carriage of goods. When CSCL freight rate is higher than the Bidder's offered freight rate, then Letter of Credit will be opened on **C&F basis**.

**Freight Submission:**

The Supplier shall furnish the following details along with their Bid:

- (a) Documents from Shipping Line confirming Ocean Freight indicated in the Schedule of Prices
- (b) No. of Containers and Packages.
- (c) Number of Packages per Container, approximate weight and dimensions of Packages.
- (d) Description of the packing.
- (e) The Port/Ports of shipment.

**Shipping Advice:**

When the Goods are ready for shipment, the Supplier shall send the following details by Fax to the DGM –in-charge of the Procurement Unit

- (a) Name of the Ship
- (b) Number of Packages
- (c) Name and Address of the Shipping Agent in Sri Lanka

Within Two (2) days after issue of Bill of Lading and following documents shall be sent by Air Mail or preferably by courier.

- (a) Two copies of invoice.
- (b) Two copies of Freight Prepaid/Freight to pay Clean On-Board Marine Bill of Lading.
- (c) Two copies of packing particulars including the list of items, weight and measurement of each package.
- (d) One certificate of Country of Origin of Goods.
- (e) Certificate of quantity and quality; as per clause 17 (a).

Advance copies of above documents may be sent by Fax to expedite clearing of goods.

**Delay in Shipping Documents, Discrepancies in Marking and Short Packing.**

In case of delay in receipt of copies of Shipping Documents namely Invoice, Packing List, Bill of Lading etc. or if these Shipping Documents as well as Markings etc. on packages are not strictly in accordance with contract consequently causing undue delay in clearing from Port, the Supplier shall bear all extra charges and rent payable to the Port Authority. In case of short packing or short shipment, less than the quantities in the Invoice, the supplier shall make good all items short packed or shipped and also bear all duplicate payments of Customs Duty and other charges resulting thereof.

**19. INSURANCE:**

If considered necessary, the Supplier will be called upon to insure the goods from the Manufacturer's work to the CEB Stores. Such Insurance should be affected with a Government approved Insurance Company in Sri Lanka and should be in the name of the General Manager, CEB. The cost of such Insurance will be paid in Sri Lanka Rupees by the CEB to the Insurance Corporation/Company on production of their invoices.

**20. DELIVERY WITHIN AGREED PERIOD AND DAMAGES FOR DELAY :**

**For Foreign Suppliers**

- a) Should the supplier anticipate any delay at any time during the execution of the order that the supplier will be unable to deliver the items within the time specified in the Letter of Award, the supplier shall at once give notice accordingly in writing to the General Manager CEB Colombo explaining the cause for the delay. In the case of delay, the General Manager or the officer authorised by him, shall have the option of either granting an extension or terminating the award ruling the case as default of contract. If the extension is granted, the supplier shall effect shipment within the intended period but will in addition to any other liabilities incurred under this contract, be subject to a deduction from the contract sum and/or the amount covered by the Performance Security, for liquidated damages (and not as a penalty) of point one per cent (0.1%) of the C&F value of each item shipped late for each and every complete day that may lapse between the contracted date of shipment and actual date of shipment subject to a maximum of 10% of the total C&F contract value unless the liquidated damages is waived or reduced by the General Manager CEB in view of any special circumstances.
- b) If the extension of time for delivery is granted the Supplier shall extend the period of validity of Performance Security in accordance with Clause (12)

## For Local Suppliers

- (a) Should the Supplier anticipate at any time during the execution of the order that he will be unable to deliver the items within the time specified in the Letter of Award, the supplier shall at once give notice accordingly in writing to the General Manager, CEB, Colombo, explaining the cause for the delay. In the case of delay, the General Manager or officer authorised by him shall have the option of either granting an extension or terminating the award, ruling the case as default of contract. If the extension is granted, the supplier shall effect delivery within the extended period, but will in addition to any other liabilities incurred by him under this contract, be subject to a deduction from the contract sum and/or the amount covered by the Performance Security for liquidated damages hereto (and not as a penalty) of point one percent (0.1%) of the value of each item delivered late for each and every complete day, that may lapse between the contracted date of delivery and actual date of delivery, subject to a maximum of 10% of the total contract value unless the liquidated damages is waived or reduced by the CEB in view of any special circumstances
- (b) In the case of grant of extension of time for delivery, the Supplier shall extend the period of validity of the Performance Security in accordance with Clause (13).

### 21. CONTRACT NOT TO BE SUBLET:

The Supplier shall not assign or sublet the Contract without a written authority from the General Manager, CEB. Even if any part of his obligation has been assigned or sublet by the Supplier with written authority from the General Manager, CEB, the Supplier will not be relieved from the responsibilities for the due performance of the part assigned or sublet.

### 22. FORCE MAJEURE:

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

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

Such notification of the Supplier shall be authenticated by the **Sri Lankan Embassy/Representative** in the respective **Country of origin** in the case of Force Majeure takes place outside Sri Lanka. The purchaser shall ascertain the facts including the extent of delay and the time for completion, provided the findings justified such an action.

### 23. PROOF OF ABILITY :

Bidders shall submit with their offer documents and/or other evidence of their ability to carry out the contract. Factors such as experience, plant facilities, nature of business, capital invested or authorised, turnover, availability of raw materials, guaranteed time of delivery and other relevant matters will be considered during evaluation of offers. Procurement Committee reserves the right to call for further documentary evidence of the ability of the Bidders to fulfil the terms and conditions of the Bid

### 24. WARRANTY:

- a) The supplier warrants to the purchaser that the goods supplied under the contract are new, unused, tested as per the standard specified in this document, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract, The supplier further warrants to the purchaser that all goods supplied under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions obtaining in the county of final destination.
- b) This Warranty shall remain valid for **twelve (12) months** after the completion of the final –taking over.



- c) The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.
- d) If the supplier, having been notified fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the supplier under the contract.

**25. PATENT RIGHTS CLAIMS:**

The Bidders shall indemnify the Ceylon Electricity Board against all claims if any, arising on account of patent rights or royalties, whether from manufacturers or others, as a consequent of the use by the Ceylon Electricity Board of royalty goods supplied.

**26. ARBITRATION:**

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

**27. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA :**

The Bidders and any contracts resulting thereof shall be governed and abide by and construed according to the Law of the Democratic Socialist Republic of Sri Lanka.

**28. BIDDER TO INFORM HIMSELF FULLY :**

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

**29. BIDS TO BE ON OFFICIAL DOCUMENTS :**

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

**30. BIDDER'S STANDARD CONDITIONS :**

Bidder's Standard Conditions of sale, usually printed on the reverse side of the Pro forma Invoice or in a separate format, will not be accepted. The Conditions of bid of the CEB shall prevail.

**31. SAMPLES:**

Samples offered shall be furnished as indicated in the CEB Specification (Appendix V of the bidding document), to the DGM-in-charge of the Procurement Unit stated in the Data Sheet (page 1) on or before the Time & Date stated in the Data Sheet (page 1).

If the samples are not required to be submitted, it shall be stated in the Data Sheet (Page 1)

**32. DEFAULTED CONTRACTORS :**

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

**33. DECLARATION OF DIRECTORS:**

When forwarding bids, Private Companies should declare the names of the Current Directors and the Share Holders of the Company. In the case of Public Companies, the Current Directors of such Public Company should be declared.

**34. TAXES AND LEVIES :**

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

**35. VALUE ADDED TAX AND NATION BUILDING TAX (if applicable)**

**(a) VALUE ADDED TAX**

If the Bidders are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the bid documents along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bidders and any Bidder who does not declare his/her VAT registration number will be liable for rejection of the Bid. If any Bidder is not registered for VAT, he/she should obtain a letter from the Commissioner of Inland Revenue Department, certifying that the company has not been registered for VAT, which should be attached to the Bid.

**(b) NATION BUILDING TAX**

If the NBT is included in the bid price it will be taken for bid evaluation as part of total cost. If the NBT is not charged the bidder shall clearly indicate as "**NBT is not applicable**" in the price schedule.

**36. FURTHER INFORMATION:**

Any further information and clarifications shall be sought, two (2) weeks before the Date of the closing of bidding, in writing from the DGM-in-charge of the Procurement Unit (as stated in the Data Sheet)

Deputy General Manager (Thermal Complex)  
Ceylon Electricity Board

Section 2

Special Conditions of Particular Application

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## SPECIAL CONDITIONS OF THE CONTRACT

These conditions of particular application shall be read in conjunction with the general conditions (ICB). Where these special conditions are in conflict with general conditions, special conditions shall prevail over the general conditions.

Clause 5 - *Local Agents* of the General Condition of Bidding Document are also to be furnished following requirement with the bid.

Bid shall include a Certificate of Registration of Local Agent under Public Contract Act, No. 3 of 1987,

(1) Any person who act as an agent or sub-agent, representative or nominee for or on behalf of any tenderer, shall register himself and such public contract in accordance with section 10 and shall furnish to the Registrar the particulars required to be furnished under section 6 of Public Contract Act, No 3 of 1987.

(2) Where any person is an agent, sub-agent, representative or nominee for or on behalf a tenderer he shall first produce a certificate of his appointment as agent, sub-agent, representative or nominee to the Registrar before he register himself and public contract under the section 8 of Public Contract Act, No 3 of 1987.

This requirement has also been included in the Clause 9 - *Documents and Details to accompany the bid* of the General Conditions of Bidding Document.

Failure to submit it with the bid shall result in the bid being rejected.

Clause 15 - Following clause shall be added in addition to the existing clause.  
As applicable, withholding tax (WHT) will be deducted by CEB at the rates specified by the Department of Inland Revenue Sri Lanka.

Clause 16(b) - Address shall be revised as;  
ADDITIONAL GENERAL MANAGER (GENERATION), CEYLON ELECTRICITY BOARD,  
GENERATION HEADQUARTERS, NEW KELANI BRIDGE ROAD, COLOMBO, SRI  
LANKA.

Other details remain unchanged.

Clause 18 - Clause 18 shall be applicable for both foreign and local suppliers (import and supply basis).

Clause 31 - Not Applicable

Clause 35(b) - Not Applicable

**CERTIFICATE OF PURCHASE OF BID DOCUMENT**

*(To be signed and attached with the offer)*

Date :

Issued to M/s .....

.....

.....

On behalf of M/s. ....

.....

.....

Non-refundable Bid fee receipt No..... dated .....

DGM (Thermal Complex)  
**Ceylon Electricity Board**

I / We agree to abide by the Conditions to Bid for **Bid No. : SPS/CE/SP/08P-2021/3200** and therefore submit my/our offer in the attached Schedule of Prices.

Position and Name of Signatory: .....

Address: .....

.....

.....

.....

Date: .....

.....

**Signature of Bidder and Seal**

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**CEYLON ELECTRICITY BOARD**  
**FORM OF BID**

**The Chairman,  
Thermal Complex Procurement Committee (TCPC),**

I/We having examined the Conditions of Bid, the Schedule of Prices and all other Documents pertaining to this work/supply, do hereby offer and undertake to carry out the work/supply, to the satisfaction of the General Manager, Ceylon Electricity Board strictly in accordance with the conditions of Bid; at the prices and within the delivery period set forth in the accompanying Bill of Quantities pertaining to Bid No. SPS/CE/SP/08P-2021/3200 and in consideration of the trouble and expense incurred by you in preparing the contract documents and in examining and considering the Bid, I/We further undertake that this Bid shall not be withdrawn by me/us before the expiration of 120 days from the date of closing but shall remain binding on me/us and may be accepted at any time before such expiration.

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

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

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

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

Date:.....

Bidder's Name :.....

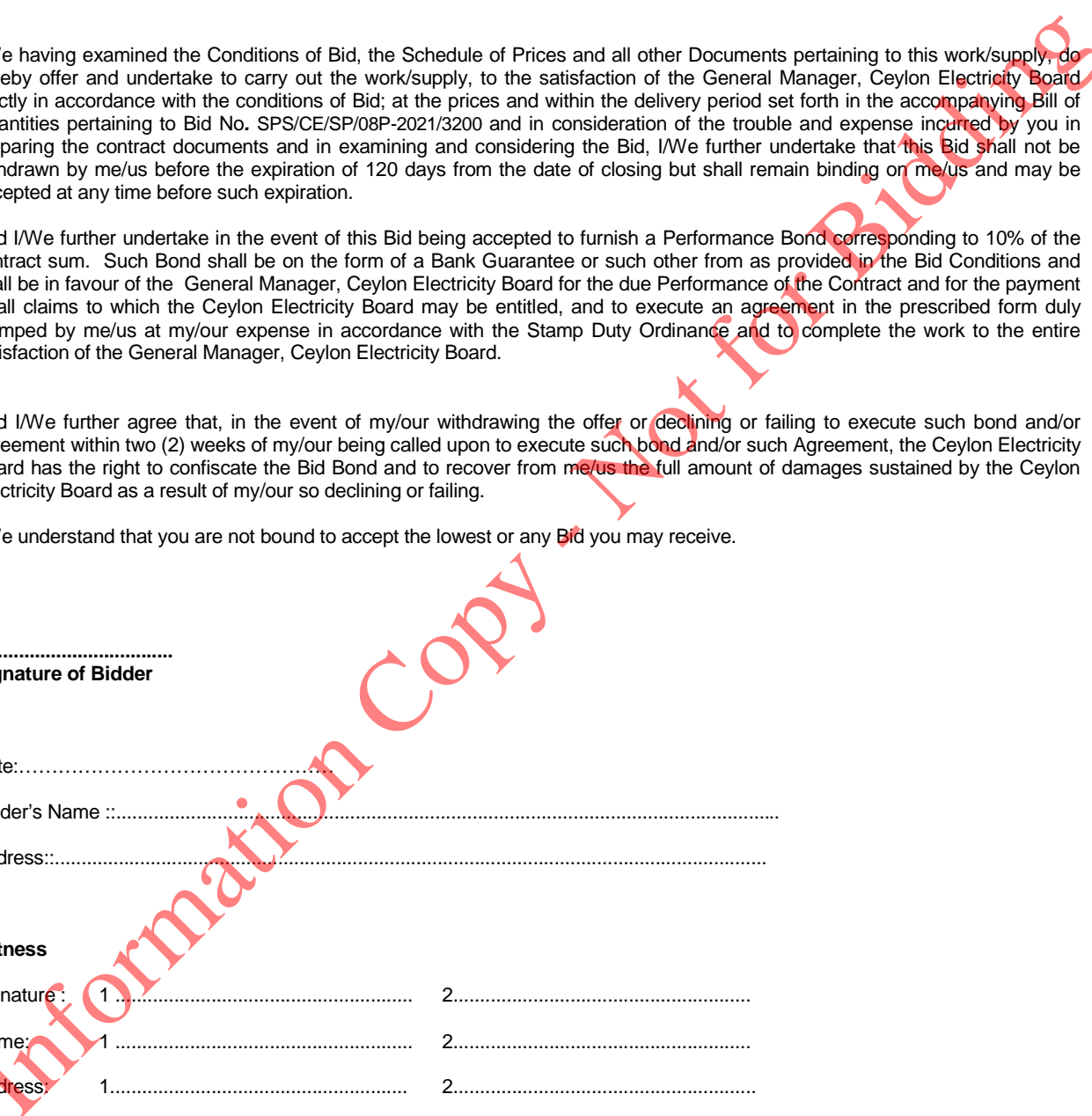
Address:.....

**Witness**

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

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

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



**FORM OF BID SECURITY**

...(Date .....)

Ceylon Electricity Board,  
Colombo.

Dear Sirs,

**Bid No : Bid No. : SPS/CE/SP/08P-2021/3200**

**Bid Bond No : .....**

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

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

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

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

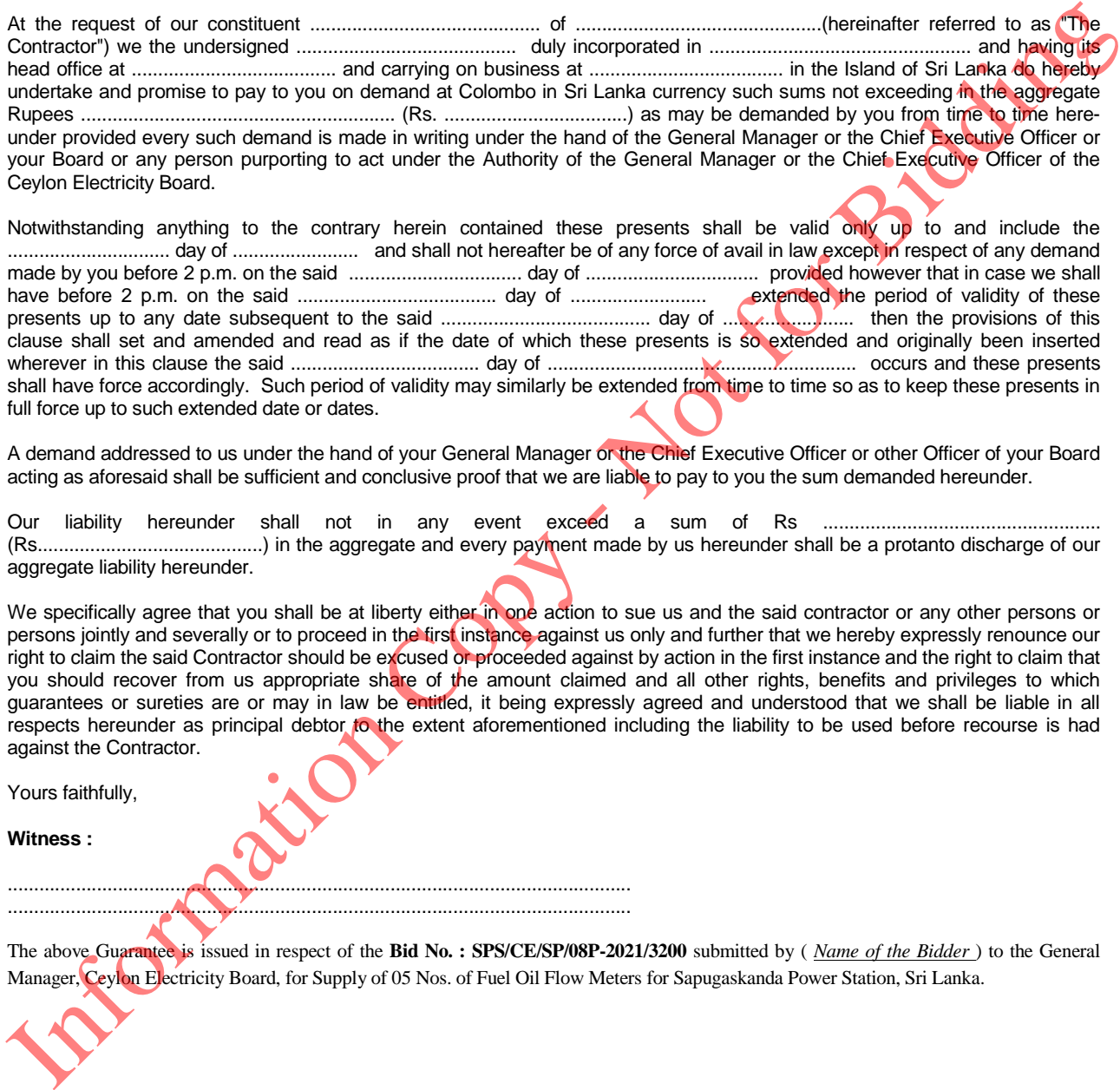
We specifically agree that you shall be at liberty either in one action to sue us and the said contractor or any other persons or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim the said Contractor should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

Yours faithfully,

**Witness :**

.....  
.....

The above Guarantee is issued in respect of the **Bid No. : SPS/CE/SP/08P-2021/3200** submitted by ( *Name of the Bidder* ) to the General Manager, Ceylon Electricity Board, for Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka.



## Format for Bid Security Declaration

(If required, the bidder shall fill in this form in accordance with the instructions indicated in brackets)

Date: ..... (Insert date by the bidder)

### **SUPPLY OF 05 Nos. OF FUEL OIL FLOW METERS FOR SAPUGASKANDA POWER STATION, SRI LANKA**

**Invitation to Bid No.: SPS/CE/SP/08P-2021/3200**

To: The Chairman, Thermal Complex Procurement Committee (TCPC)

We, the undersigned declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if we:
  - a) Withdraw our Bid during the period of bid validity period specified; or
  - b) Do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - c) Having been notified of the acceptance of our Bid to you, during the period of bid validity, (1) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security , in accordance with the ITB.
3. We understand this bid security shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that, if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [ insert signature(s) of authorized representative] in the Capacity of [insert title]  
Name (Insert printed or typed name)

Duly authorized to sign the bid for and on behalf of [insert authorizing agency]  
Dated on [insert day] day of [insert month] , [insert year]



**PERFORMANCE BOND**

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

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

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

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

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

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

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

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

## Section 3

### Technical Specifications

*Information Copy - Not for Bidding*

## TECHNICAL SPECIFICATION

### 1.0 Scope

This specification covers the minimum technical requirements for the Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka of which 04 Nos. are Heavy Fuel Oil (HFO) flow meters and 01 No. is a Diesel Fuel Oil (DFO) flow meter.

### 2.0 Service Conditions

(a)	Average ambient temperature	25 °C to 35 °C
(b)	Maximum ambient temperature	40 °C
(c)	Maximum relative humidity	95%
(d)	Environmental conditions	Humid tropical climate with heavily polluted atmosphere
(e)	Operational altitude	From M.S.L. to 100 m above M.S.L.

### 3.0 Applicable Standards

The flow meters supplied shall be in accordance with the latest editions of the standards specified below and amendments thereof.

(a)	ISO 11631:1998	Measurement of fluid flow — Methods of specifying flowmeter performance
(b)	ISO 2714:2017	Liquid hydrocarbons — Volumetric measurement by displacement meter

The requirements stated in this CEB specification supersede the requirements in the above standards.

### 4.0 Fuel Oil Flow Meter Specification

The flow meters shall be branded, of industrial grade, low noise and high accuracy. The units shall be Positive Displacement (PD) type which shall measure the volumetric flow of Diesel and Heavy Fuel Oil as applicable. The material of the flow meters shall be Aluminum, Cast Iron or Stainless Steel. The units shall have cumulative register read by m<sup>3</sup> or liters and shall transmit 4-20mA analog current output proportional to the volume. Calibration test reports (in English language) attested and signed, from a reputed independent laboratory shall be submitted with the equipment.

Refer Appendix V-B for detailed specification of Fuel Oil Flow Meters.

### 5.0 Power Supply

The flow meters shall run on 100 – 240 VAC, 50-60 Hz or 110 VDC power. Necessary connectors shall be provided for the power connections.

## **6.0 Tools and Spare Parts**

The flow meters shall be designed and manufactured so that, beside periodic inspection the maintenance shall be very simple and shall be minimum. Any special tools required for maintenance shall be listed and shall be a part of the offer.

The bidder shall furnish a list as recommended spares by the manufacturer giving full particulars, including quantities, available sources and current prices of spare parts, etc., necessary for the proper and continuing functioning of the Equipment during the warranty period.

## **7.0 Brochures, Outline Drawings, Maintenance Manual and Packing**

Printed brochures covering details of manufacturing and quality assurance procedures and complete list of models of similar equipment shall be provided with the bid.

A copy of operating and maintenance manual together with all relevant drawings and circuit diagrams shall be a part of the offer.

Operating and maintenance manual shall have all necessary instruction for operating and maintenance including the following,

1. A general description of the equipment with particular attention to the technical description of its characteristics and operation.
2. A description of the safety features of the equipment and the operation of interlocks.
3. As relevant a description of the action to be taken during operation, isolation, maintenance and testing.
4. Recommended environment for maintenance (indoor, outdoor, in factory, on site etc.,) and procedure for inspection and maintenance.
5. Description of special equipment or tools required for the maintenance work.
6. Description of safety precautions to be taken during operation and maintenance.
7. Disposal procedure of the components at the end of their operating life.
8. Maintenance manual shall include a list of all the components and consumables and ordering details.

## **8.0 Service of Equipment within Warranty Period**

Supplier shall carry out necessary maintenance of the equipment as prescribed by the manufacturer within the warranty period. CEB will transport the equipment for such maintenance to a place specified by the Supplier and transport cost will be borne by CEB. Costs of replaced spare parts, will be paid by CEB based on the unit prices quoted for clause 9.0 of this specification. Any other costs associated with these maintenances including cost of labor shall be borne by the supplier.

## **9.0 Warranty**

Warranty period for all the equipment of at least one (01) year after the delivery against design and manufacturing defects shall be given for all the equipment and spares supplied under the offer. The supplier shall agree to supply such defective parts or rectify such defects on free of charge during the warranty period.

## **10.0 Quality Assurance**

The manufacturer shall possess ISO 9001 Quality Assurance Certification for the manufacture of referred equipment. Bidders shall furnish a copy of the ISO certificate certified as true copy of the original by the manufacturer, along with the offer.

## **11.0 Other Particulars**

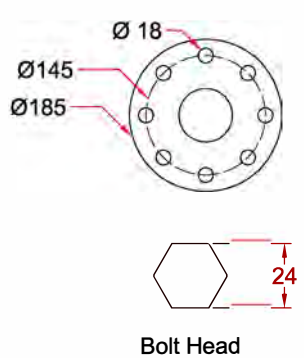
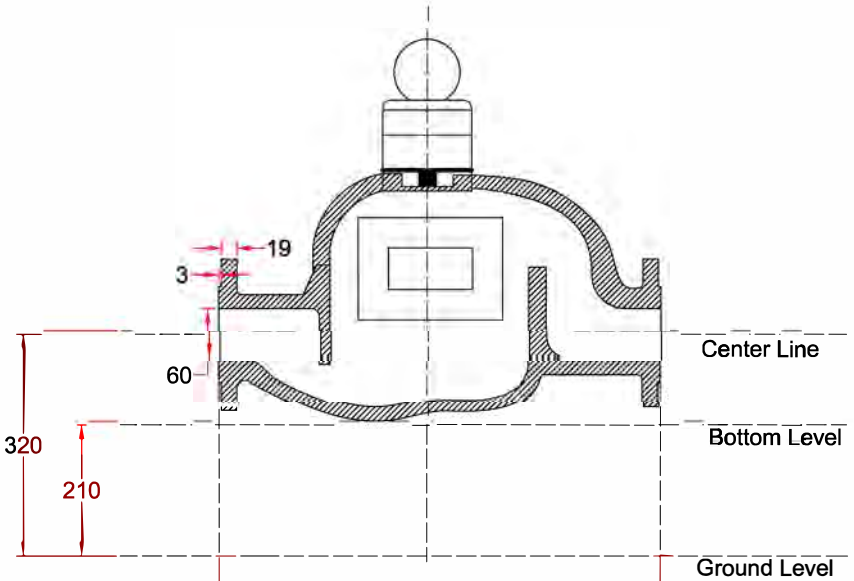
- i. The products shall be supplied by a reputed manufacturer/ supplier with a manufacturing/ business experience not less than ten years in the similar field.
- ii. Type test reports (in English language) attested and signed, from a reputed independent laboratory shall be submitted.
- iii. Site visits can be arranged if the bidder feels necessary to do so. The costs of visiting the site shall be at the bidder's own expenses. The bidder and his representative will be granted permission, on written request, by Chief Engineer-Sapugaskanda Power Station to enter the premises for the purpose of such inspection.
- iv. Dimensions of the exiting HFO and DFO Flow meters are given in Appendix V-A

## **12.0 Information to be Furnished with the Offer**

The following Information shall be furnished with the offer.

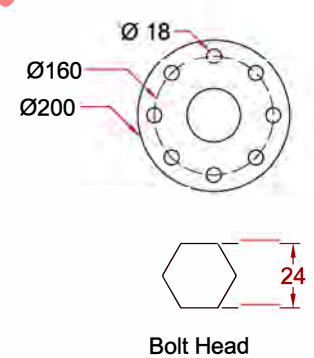
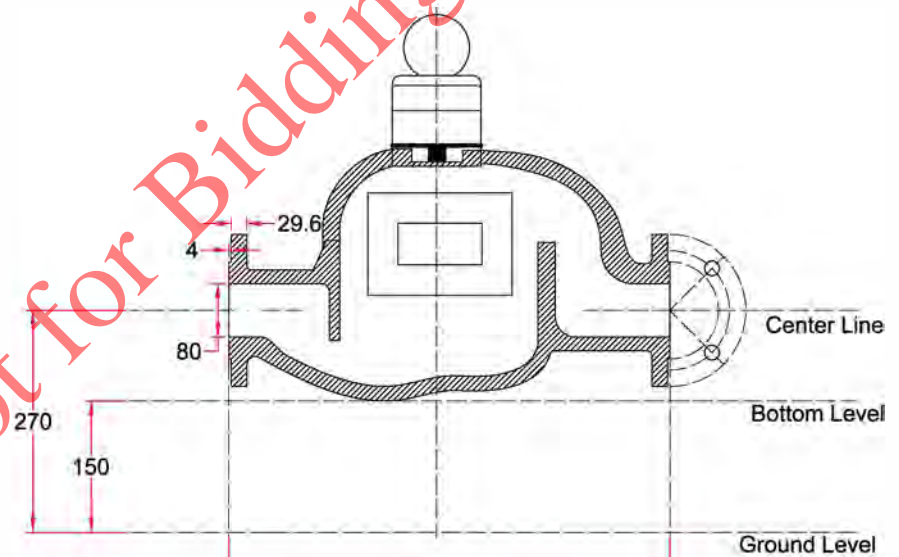
1. Duly filled Schedule of Guaranteed Technical Particulars (Appendix V-B)
2. Product brochures and catalogues
3. List of Tools and Spare Parts
4. Certified copy of the quality assurance conforming to ISO 9001

Failure to furnish the above details will result in the offer being rejected.



All Dimensions are in mm  
Scale : NTS

Diesel Flow Meter



All Dimensions are in mm  
Scale : NTS

Heavy Fuel Flow Meter

**SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS**

To be filled by the Bidder for the quoted Fuel Oil Flow Meters in the Schedule of Prices (Appendix VI). Minimum requirements for the branded same are given below. The offered specifications must be equal or higher.

No	Features	Required Specification	Bidder's Response
<b>1.0</b>	<b>Heavy Fuel Oil (HFO) Flow Meter– 4 Nos.</b>		
1.1	Brand	Specify	
1.2	Model	Specify	
1.3	Country of manufacture	Specify	
1.4	Type	Positive Displacement Flow Meter	
1.5	Process Medium	Heavy Fuel Oil (HFO)	
1.6	Material	Stainless Steel/ Aluminum/ Cast Iron	
1.7	Accuracy	±0.25% or better	
1.8	Operating Viscosity range	30-50cSt	
1.9	Operating Temperature range	50-100°C	
1.10	Operating Flow Rate range	1-12 m <sup>3</sup> /h	
1.11	Operating Pressure range	0.5-10bar	
1.12	Density of medium	991 m <sup>3</sup> /kg (max) at 15°C	
1.13	Nominal Diameter (mm)	DN80	
1.14	Units	m <sup>3</sup> or liters	
1.15	Mounting type	In-line	
1.16	End Fittings	Circular Flanged (Refer Appendix-A for dimensions)	
1.17	Meter compatible with existing dimensions as given in Appendix V-A	Required	
1.18	Register	6 digits Digital/ Mechanical Totalizer (cumulative register)	
1.19	Safety Grade	IP 65 or better	
1.20	Output pulse	4-20mA signal proportional to the measurement	
1.21	Power supply	100 – 240 VAC, 50-60 Hz or 110 VDC	
1.22	Type test certificate	Third party or own standard certificate	
1.23	Manufacturing/ business experience	Not less than 10 years	
1.24	Warranty	1-year comprehensive	

No	Features	Required Specification	Bidder's Response
<b>2.0</b>	<b>Diesel Fuel Oil (DFO) Flow Meter– 1 No.</b>		
2.1	Brand	Specify	
2.2	Model	Specify	
2.3	Country of manufacture	Specify	
2.4	Type	Positive Displacement Flow Meter	
2.5	Process Medium	Diesel Fuel Oil (DFO)	
2.6	Material	Stainless Steel/ Aluminum/ Cast Iron	
2.7	Accuracy	±0.25% or better	
2.8	Operating Viscosity range	3-8cSt	
2.9	Operating Temperature range	25-50°C	
2.10	Operating Flow Rate range	0-12 m <sup>3</sup> /h	
2.11	Operating Pressure range	0.5-10bar	
2.12	Density of medium	700-850 m <sup>3</sup> /kg at 15°C	
2.13	Nominal Diameter (mm)	DN65	
2.14	Units	m <sup>3</sup> or liters	
2.15	Mounting type	In-line	
2.16	End Fittings	Circular Flanged (Refer Appendix-A for dimensions)	
2.17	Meter compatible with existing dimensions as given in Appendix V-A	Required	
2.18	Register	6 digits Digital/ Mechanical Totalizer (cumulative register)	
2.19	Safety Grade	IP 65 or better	
2.20	Output pulse	4-20mA signal proportional to the measurement	
2.21	Power supply	100 – 240 VAC, 50-60 Hz or 110 VDC	
2.22	Type test certificate	Third party or own standard certificate	
2.23	Manufacturing/ business experience	Not less than 10 years	
2.24	Warranty	1-year comprehensive	

I/We hereby certify that the above particulars are correct

.....  
Seal & Authorized Signature of the representative officer for Manufacturer/Supplier

Date:



Bid No: SPS/CE/SP/08P-2021/3200

Bid Name: Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka

Item No.	Description of Item		Quantity	Unit FOB price with bid currency	Total FOB price with bid currency		Total sea freight to Colombo with bid currency		Local agents commission over and above FOB, excluding VAT, as a percentage of FOB (%)	Total cost of clearing, handling, and delivery charges to the places of delivery stated in the Bid Data Sheet, excluding VAT (in SLRs).		Total (Item wise) Price (Specify the foreign currency)	
		Part/model no of the offered item as stated in the catalogue		In figures	In figures	In words	In figures	In words	In figures	In figures	In words	Foreign (.....)	Local (SLRs)
1	Heavy Fuel Oil (HFO) flow meter -fully complying with the specifications (Appendix V)		04 Nos.										
2	Diesel Fuel Oil (DFO) flow meter -fully complying with the specifications (Appendix V)		01 No.										
<b>Total Cost</b>													

Freight Insurance (as a percentage of total FOB)	
Approximate dimension of the package H(mm) x W(mm) x D(mm)	
Approximate weight of the package /kg	
Port of entry	

VAT Registration No. of Local Agent ..... Total amount of VAT claimed (SLRs.) ..... Discount (if any as percentage total price before taxes).....

Bid Currency.....

I have furnished a Bid Security No..... for Rs. .... from ..... as bid security. I/We agree to abide by the Conditions stipulated in the Bid No. ....

.....  
 Signature of Bidder                      Signature of Witness 1                      Signature of Witness 2  
 Name & Address of Bidder                      Name & Address of Witness 1                      Name & Address of Witness 1                      Name & Address of Local Agent                      Name & Address of Manufacturer  
 .....  
 Telephone.....                      Telephone.....                      Telephone.....                      Telephone.....                      Telephone.....  
 Facsimile.....                      Facsimile.....                      Facsimile.....                      Facsimile.....                      Facsimile.....  
 e-mail.....                      e-mail.....                      e-mail.....                      e-mail.....                      e-mail.....

*Bid No: SPS/CE/SP/08P-2021/3200*

*Bid Name: Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station, Sri Lanka*

Item No.	Description of Item		Quantity	Unit Ex Works / Ex Show Room Price, excluding VAT in bid currency	Total Ex Works / Ex Show Room Price, excluding VAT in bid currency		Total Cost of Delivery to the places of delivery stated in the Bid Data Sheet, excluding VAT(in LKR)		Total (Item wise) Price (Specify the foreign currency)	
		Part/model no of the offered item as stated in the catalogue		In figures	In figures	Local (SLRs)	In figures	In words	Foreign (.....)	Local (SLRs)
1	<b>Heavy Fuel Oil (HFO) flow meter</b> -fully complying with the specifications (Appendix V)		04 Nos.							
2	<b>Diesel Fuel Oil (DFO) flow meter</b> -fully complying with the specifications (Appendix V)		01 No.							
<b>Total Cost</b>										

VAT Registration No. of Local Agent ..... Total amount of VAT claimed (SLRs.) ..... Discount (if any as percentage total price before taxes).....

I have furnished a Bid Security No. .... for Rs. .... from ..... as bid security. I/We agree to abide by the Conditions stipulated in the Bid No. ....

.....  
 Signature of Bidder

.....  
 Signature of Witness 1

.....  
 Signature of Witness 2

Name & Address of Bidder

Name & Address of Witness 1

Name & Address of Witness 1

Name & Address of Manufacturer

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Telephone.....

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**FORM FOR APPLICATION FOR DOMESTIC PREFERENCE**

The application of domestic preference appended below shall be filled by all local bidders of locally manufactured goods. Bidders shall submit the copies of documents such as proforma invoices issued by foreign input suppliers, quotations issued by in put local raw material suppliers, custom declaration etc. in support of the following information. Bidders who fail to furnish the supporting documents in support of the information given below will not be considered for domestic preference. All foreign costs can be quoted in foreign currencies and all local costs shall be quoted only in Local currency.

**Bid for the Supply & Delivery of .....**

**Bid No. ....**

<b>1.0</b>	<b>Total ex-works Price excluding VAT (as quoted in the schedule of prices, Appendix VI B)</b>	
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**Break up of ex-works Price**

1.1	Total Foreign Cost	
1.1.1	Total FOB Cost of Foreign - inputs	
1.1.2	Total Cost of Fright of Foreign - inputs	
1.1.3	Total Cost of Insurance of Foreign - inputs	
1.2	Total Local Cost (excluding VAT paid of payable)	
1.2.1	Total Cost of input Local Raw Materials (excluding VAT paid of payable)	
1.2.2	Total Cost of input Local Labour	
1.2.3	Total Cost of any other input local components. (Please specify in detail)	

(Note : The sum of 1.2.1, 1.2.2 and 1.2.3 will be taken as the locally added value component for the computation of % local value addition)

**Details of Foreign Costs**

	Item Description & HS Code	Units	Quantity	Unit CIF Cost	Total CIF Cost	Supporting Document Reference
1.1						

**Details of local Costs**

	Item Description & HS Code	Units	Quantity	Unit Rate Rs.	Total Cost	Supporting Document Reference
1.2.1	Input Local Raw Materials					
1.2.2	Input Local Labour					
1.2.3	Any other input Local Components (Please specify in detail)					

**I/We certify that the above information provided by me/us are true and correct. I/We authorize the Ceylon Electricity Board to verify the accuracy of those information from our suppliers.**

**Name & Address of the Bidder**

**Signature of the Bidder**

Specimen form of Contract of Supply

**CEYLON ELECTRICITY BOARD**  
**CONTRACT NO: .....**

THIS AGREEMENT made and entered into at Colombo on this.....day of Two Thousand Three between the Ceylon Electricity Board, a corporate body established under the Act No.17 of 1969 having its head office at No. 50, Sir Chittampalam A. Gardiner Mw., Colombo 02, Sri Lanka (hereinafter called "the Purchaser") of the ONE PART and ....(hereinafter called "the Supplier") of the OTHER PART.

WHEREAS the purchaser invited bids for Supply of ....., and has accepted a Bid by the supplier for the supply of those goods in the sum of .....

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a) The Form of Bid and the schedule of prices submitted by the bidder, dated .....
  - b) The schedule of guaranteed particulars submitted with the bid.
  - c) The Technical Specifications attached to bidding document.
  - d) The General Conditions (ICB) of the bidding Document.
  - e) The Special Conditions of the bidding document
  - f) The purchaser's notification of Award letter dated .....
  - g) The supplier's acceptance letter dated .....
3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the supplier, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective hands, Common Seals to this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day and year first above written.

For and on behalf of the purchaser, signed sealed and delivered by the

.....  
General Manager (Ceylon Electricity Board)

Witnesses,

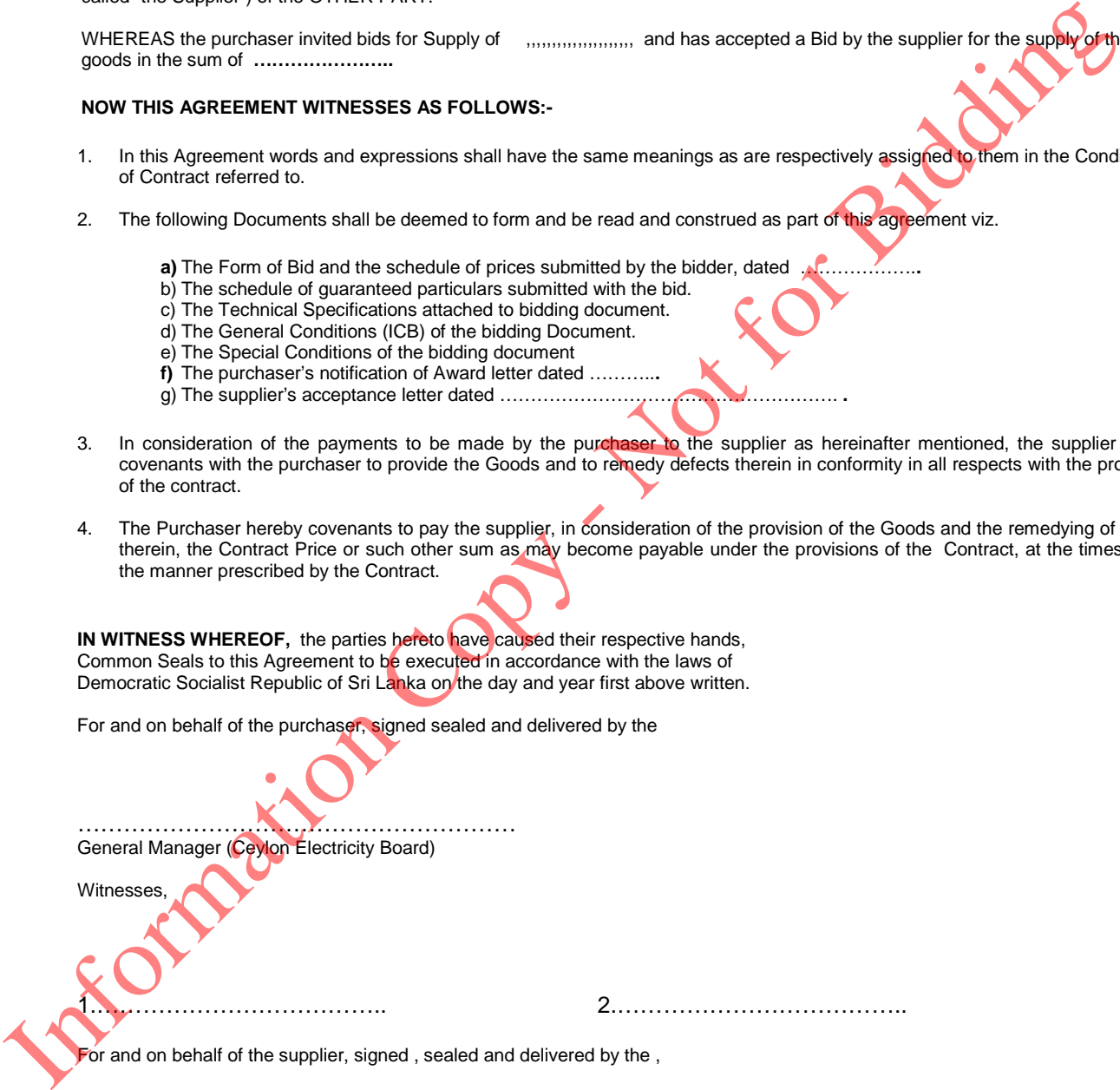
1..... 2.....

For and on behalf of the supplier, signed , sealed and delivered by the ,

.....  
Authorised Representative of the Supplier.

Witnesses,

1. .... 2. ....



**PROOF OF ABILITY**

<b>Type/Capacity of the Devices</b>	<b>Brief Description</b>	<b>Purchaser's Name &amp; Address</b>	<b>Date Supplied</b>	<b>Remarks</b>
<i>Information Copy - Not for Bidding</i>				

**NOTICE TO BIDDERS**

**Bid for Supply of 05 Nos. of Fuel Oil Flow Meters for  
Sapugaskanda Power Station, Sri Lanka**

Sealed Tenders are invited to Supply of 05 Nos. of Fuel Oil Flow Meters for Sapugaskanda Power Station.

Please send your tenders by registered post or deposit to the tender box kept at the office of the Deputy General Manager, Thermal Complex, Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa before 2022.01.05 at 10.00hrs. Tender will be opened immediately after the closing time of the tender. Bidders can participate in the above tender opening.

Tender document can be obtained from the office of Deputy General Manager (Thermal Complex), Ceylon Electricity Board, New Kelani Bridge Road, Kolonnawa.

The price of the tender document is Rs. 2,500.00

Eng. P.R. Jayawardana  
Chief Engineer  
Sapugaskanda Power Station  
Ceylon Electricity Board  
Heiyanthuduwa