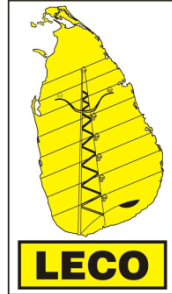


LANKA ELECTRICITY COMPANY (PRIVATE) LIMITED



BIDDING DOCUMENT

Tender No : LECO/24/ICB/GD3/078

Tender Name : SUPPLY AND DELIVERY OF 11KV AERIAL BUNDLED
CONDUCTORS WITH INSULATED MESSENGERS

Closing Date : 2024-07-02

Lanka Electricity Company (Private) Limited
No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
Telephone : +9411 2371600
Fax : +9411 2371671
E-Mail : general@leco.lk

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1. Bid Data Sheet

BIDS ARE INVITED FOR: The Supply & Delivery of the items stated in the Schedule of Prices (APPENDIX VIII-A / APPENDIX VIII-B), manufactured in accordance with the LECO Technical Specification for respective items given in APPENDIX IX of the Bidding Document.
BID NUMBER & THE NAME: LECO/24/ICB/GD3/078 SUPPLY AND DELIVERY OF 11KV AERIAL BUNDLED CONDUCTORS WITH INSULATED MESSENGERS
BID SECURITY : (VALUE & VALIDITY OF BID BOND) Value of the Bid Bond is Sri Lanka Rupees One Million Three Hundred Thousand (LKR 1,300,000.00). The Bid Bond shall be valid until 29-11-2024. (DD-MM-YYYY)
TIME & DATE OF THE CLOSING OF BIDDING: 14:00 hrs on 2024-07-02 (TUESDAY)
BIDS SHALL BE ADDRESSED TO: General Manager, Lanka Electricity Company (Private) Limited, No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
OPENING OF BIDS: Bids received will be opened immediately after the time of closing of bidding, at the Head Office, Lanka Electricity Company (Private) Limited, No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
PLACE OF ACCEPTANCE OF BIDS: Head Office, Lanka Electricity Company (Private) Limited, No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
SAMPLES: Samples shall be submitted with the offer. If specified in LECO Technical Specifications. (APPENDIX IX)
IN - CHARGE OF THE PROCUREMENT UNIT: Deputy General Manager (Planning and Procurement), Planning and Procurement Department (Procurement Section), Fourth Floor, Lanka Electricity Company (Private) Limited, No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
BID VALIDITY: The Bid shall be valid up to and including 120 days from the date of the closing the bid.
PLACE OF DELIVERY OF GOODS: Total quantity shall be delivered to LECO main stores at Ekala or Waskaduwa or both. (Ekala Central Stores, 10, St. Anthony's Mawatha, 4 th Lane, Kanuwana, Ja-Ela/ Waskaduwa Central Stores, Littletonwatte, Samagipura Road, Off Bandaragama Road, Kudawaskaduwa, Waskaduwa.)
DELIVERY SCHEDULE: Goods to be offered from Outside Sri Lanka: The total quantity of the items shall be shipped within 90 days from the date of Letter of Credit. Goods to be offered from within Sri Lanka: The total quantity of the items shall be delivered within 60 days from the date of Letter of Award.

2. Special Conditions of the Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Condition of Contract in Section 3 of this Tender Document.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Condition of Contract.

APPLICABLE PRICE VARIATION FORMULA FOR 11KV AERIAL BUNDLED CABLES/ 11KV UNDERGROUND CABLES (ICB) is included as the part of this Bid Document.

Clause 3.12 (II) Sub Clause b" Correction of Errors" is replaced as below.

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, in calculating "Unit FOB Price in Bid Currency" or "Unit Ex Works/ Ex Showroom Price Excluding VAT in Bid Currency" using indices provided by the bidder in relevant to Price Variation Formula, the corrected unit price will be calculated using bidders indices (Material quantity per metric ton, Fixed Price Margin) and the bidders indices will prevail.

If the total bid price increases due to any correction other than corrections in "Unit FOB Price in Bid Currency" or "Unit Ex Works/ Ex Showroom Price Excluding VAT in Bid Currency", any 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.

Clause 3.12 (II) Sub Clause c" Currency Conversion" is replaced as below.

All prices quoted in foreign currencies by 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 14th day before opening of Bids as per the applicable price Variation Formula.**

Clause 3.16.1 Sub Clause a paragraph 2 and 3 replaced as below.

First Installment of the 90% of the FOB/C&F price of each shipment will be released on the presentation of the shipping documents, after number of days of shipping/Bill of Lading specified in accordance with the regulations imposed by Government of Sri Lanka for the import of the material/ item at the time of opening the Letter of Credit.

The balance Installment of 10% of FOB/C&F price will be paid at the end of the contract on issue of a certificate by the General Manager, or his authorized officer to the correspondent of the People's Bank, Foreign Branch after

- a) the goods have been satisfactorily delivered and
- b) after specified number of days of Bill of Lading for releasing the payment defined in accordance with the regulations imposed by Government of Sri Lanka for the import of the material/ item at the time of opening the Letter of Credit.

In satisfaction of both conditions.

INFORMATION COPY ONLY
NOT FOR BID

3. General Conditions of Contract (ICB)

3.1. General

This document covers the general conditions applicable for procurement of goods, using Lanka Electricity Company (Private) Limited (henceforth known as LECO) Funds through International Competitive Bidding (ICB).

3.2. Language of the Bid & Eligible 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.

3.3. Submission of Bids

The bids shall be submitted for items in full quantities specified in the Schedules of Prices (APPENDIX VIII-A/ APPENDIX VIII-B) of this document. **Bids submitted for partial quantities will be rejected.**

Bids shall be submitted in duplicate using the Schedules of Prices (APPENDIX VIII-A / APPENDIX VIII-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 Bid Data Sheet (Page 4) 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 Bid Data Sheet (page 4).

Bids sealed, marked and addressed as aforesaid could be deposited in the Box provided for this purpose at the Place of Acceptance of Bids, stated in the Bid Data Sheet (page 4).

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

3.4. Closing of Acceptance of Bids & Opening of Bids

The bids shall be accepted only till the Closing Time of the bidding specified in the Bid Data Sheet (page 4). **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 Bid Data Sheet (page 4). Bidders or their duly authorized 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 VIII-A / APPENDIX VIII-B**). Detailed Prices, Technical Data, Specifications or other particulars of the Bid will not be divulged.

3.5. Power of Attorney to Sign the Bid Form

The form of Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of written confirmation in the form of an acceptable organizational Document Board Resolution or its equivalent, or Power of attorney specifying the representative's authority to sign the Bid on behalf and to legally bind, the Bidder. This authorization shall be attached to the Bid.

If the bidder is not the manufacturer of the items, bidder shall furnish letter of authorization from the manufacturer.

3.6. Local Agents

Foreign Principals, who have a Local Agent in respect of the Bid, shall furnish a Letter of Authorization along with the offer. If they do not have a Local Agent shall specifically declare that they are not represented by any Local Agent. 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 fulfill all the terms and conditions of the contract. Such a power of attorney shall be sign by an authorized signatory of the principal company in front of two witnesses and certified by a notary public. Under any circumstances a letter of authorization from the principals **will not be accepted** instead of a duly executed Power of Attorney when the Local Agent makes an offer.

3.7. Bid Security

Each Bid shall be accompanied with a Bid Security to the value as indicated in the Bid Data Sheet (page 4), undertaking that the Bid will be held valid for the period specified in Clause (3.9) 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 outside Sri Lanka but "confirmed" by a commercial Bank operating in Sri Lanka and payable to the Lanka Electricity Company (Private) Limited. The Bid Security shall be substantially in accordance with the specimen at **APPENDIX IV**. 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 (3.13) of this document.

The Bid Security shall be unconditionally encashable on the receipt of first written demand of the Lanka Electricity Company (Private) Limited. No alternate offers will be accepted under one Bid Security.

The Bid Security submitted in foreign currencies will be accepted if it is in freely convertible foreign currency with a value equal or more to Sri Lankan Rupee value when converted using exchange rate at the date of bid opening.

3.8. Schedule of Prices

The bids shall be submitted using the Schedule of Prices furnished in **APPENDIX VIII-A/ APPENDIX VIII-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 (APPENDIX VIII-A/APPENDIX VIII-B) shall be taken for evaluation.

3.8.1. Goods to be offered from outside Sri Lanka

- a) Bidder shall fill in and sign the prescribed form of the **schedule of prices for goods to be offered from outside Sri Lanka** given in APPENDIX VIII-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 Lanka Electricity Company (Private) Limited 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.

3.8.2. Goods to be offered from within Sri Lanka

- a) Bidder shall fill and sign the prescribed form of the **schedule of prices for goods to be offered from within Sri Lanka** given in the **APPENDIX VIII-B** and as per the instructions given below in (b).
- 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 (3.16.2). The total cost of delivery requested in the Schedule of Prices shall be quoted only in Sri Lankan currency.

3.9. Minimum Validity Period of Bids

All bids shall be held good for acceptance for a minimum period specified in the Bid Data Sheet (page 4) from the date of the closing the Bidding specified in the Bid Data Sheet (page 4). 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.

3.10. Documents and Details to Accompany the Bid

3.10.1. 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 and completed checklist for the bid. (**APPENDIX I**)
- b) Duly signed "Certificate of Purchase of Bidding Document" (**APPENDIX II**) of this document
- c) Duly signed "**Form of Bid**" (**APPENDIX III**) of this document.
- d) Letter of Authorization/ Manufacturer's authorization to the bidder (If applicable)
- e) **Bid Security** vide Clause (3.7) in accordance with the given format (**APPENDIX IV**).
- f) Duly completed and signed "**Schedule of Prices**" (**APPENDIX VIII-A/ APPENDIX VIII-B**) of the bidding document.
- g) Duly completed and signed "**Schedule of Guaranteed Technical Particulars**" attached to the Technical Specification (**APPENDIX IX**).
- h) Certified copies of relevant Test Certificates, Mill certificates etc. including Type Tests in **English** language as per the Technical Specification (**APPENDIX IX**)

- i) Name and Address of Manufacturer and Certificate of Country of Origin.
- j) If the Bidder is not the Manufacturer, the Bidder shall furnish documentary evidence of arrangements with the Manufacturer for the supply of goods offered.
- k) Power of Attorney vide Clause (3.5/ 3.6) **(If applicable)**
- l) Documents of proof of ability referred to in Clause (3.24)
- m) A letter from the Commissioner of Inland Revenue Department, vide Clause (3.36) certifying that his/her company has not been registered for VAT (if applicable) or VAT Registration Certificate
- n) Any other document stated in the LECO Technical specification given in **APPENDIX IX** as required to be submitted.
- o) Certification by the Bidder that the goods shall be delivered according to the Delivery Schedule stated in the Bid Data Sheet.
- p) Certification of registration under Public Contracts Act No 3 of 1987 (For the contract cost exceeding Rs.5.0 Million)
- q) Duly completed and signed **"Form of Domestic Preference"** (**APPENDIX VI**) and all the documents refers to clause (3.12.1) of Domestic Preference. **(If applicable)**.
- r) Packing details referred to in clause (3.13.2).

3.10.2. 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 (3.19) **(Applicable only for goods to be offered from outside Sri Lanka)**
- e) Lists of Directors vide Clause (3.34).

- 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.

3.10.3. Signing of Contractual Documents

Documents such as Form of Bid, Schedule of Prices. Letter of Authorization, Power of Attorney etc., shall be signed in indelible ink, preferably in blue ink. Name of the person signing shall be clearly indicated and their official stamp has to be put in.

3.11. Power to Accept or Reject Bids and Intimation of Acceptance

LECO reserves the right to reject any or all bids, without adducing any reasons. LECO may accept all items or reject all 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 letter of award will be sent by registered post to the successful Bidder as soon as possible, after the decision of the Procurement Committee is made and authorized by LECO. 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.**

LECO will reserve to reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract.

3.12. Method of Evaluation of Bids

LECO may seek in writing clarifications or additional information on any bid. In the absence of any response from the Bidder within the specified period, LECO 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 as 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, quoted for full quantities, 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, partially quoted 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 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.**

3.12.1. 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 labor, 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 VI** 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 who become entitled for application of domestic preference shall be grouped into a separate group.

At the next step, all other bids will be loaded by, in the case of goods offered from outside Sri Lanka, an amount equal to 20% of CIF price and in the case of locally manufactured goods, which are not entitled for domestic preference, 20% of the ex-factory price for comparison purpose.

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.

3.12.2. Evaluation Criteria

- a) For comparison, responsive bids shall be classified in one of the following three groups:
- I. Group A: Bids offering goods manufactured abroad that will be directly imported.
 - II. Group B: Bids offering goods manufactured in Sri Lanka which establishes to the satisfaction of the procurement committee that they qualify for domestic preference as per the clauses (3.12.1).
 - III. Group C: All other bids offering goods manufactured in Sri Lanka or goods already imported.
- b) The total evaluated cost of good in bids belonging to **group A** shall be
- I. Offered FOB Cost
 - II. Offered Freight & Insurance Cost
 - III. Offered Clearing Handling & Delivery Charges from Port of Colombo to LECO Stores (excluding VAT)
 - IV. Duty, Levy, Tax and other charges payable at Sri Lanka Customs (excluding VAT) - this component will be calculated based on the applicable tariff published by Sri Lanka Customs at the time of Bid closing.
- c) Total evaluated cost of goods in **group B & C** should be
- I. Total Ex-Works Cost (excluding VAT) or Total ex- Show Room price (excluding VAT)
 - II. Cost of delivery to the LECO Stores (excluding VAT)
- d) In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bid shall be compared with each other and if, as result of this comparison, a bid from group B is the lowest, it shall be selected.
- e) If as a result of comparison under paragraph (d) above, the lowest evaluated bid is a bid from group A or C, such lowest evaluated bid shall be further compared with the lowest evaluated bid from group B after adding to the evaluated price of goods offered in the bid from group A or C, for the purpose of this further comparison only, an amount equal to 20% of the CIF bid price in the case of goods offered outside Sri Lanka and 20% of ex-factory price in

case of goods offered within Sri Lanka. The lowest evaluated bid determined from this last comparison shall be selected.

3.13. Performance Security, Pro Forma Invoice & Contract of Supply

The in charge of the LECO officer for the procurement after the issuing of Letter of Award is Deputy General Manager (Design and Development).

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 LECO has the right to forfeit the Bid Security of the Bidder and cancel the award.

3.13.1. 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 V** and issued by a commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Bank based outside Sri Lanka but “confirmed” by a commercial Bank operating in Sri Lanka. The Performance Security shall be in favor of the General Manager, LECO 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.

3.13.2. 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 Number of each item, and packing details.

Packing details include the number of containers, sizes (40/20 feet) and CBM or weight.

3.13.3. Contract of Supply

After the Letter of Award is received the Supplier shall enter into an agreement with LECO 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 VII**.

3.14. Clearing and Transport of Goods

3.14.1. For goods to be offered from outside Sri Lanka

- a) The Supplier shall be responsible for the expeditious clearing of goods from the Port and handing over the same to the LECO Stores or to any other destination specified in the Bid Data Sheet (Page 4). 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, dispatch or send through a Courier Service / Facsimile duplicate sets of shipping documents to Deputy General Manager (Design and Development). 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 LECO Technical Specification, he will take full responsibility of replacing the items with items which conform to the LECO Technical specification. The cost of the Shipping Guarantee (SG) including applicable interest shall be borne by the Supplier.
- c) LECO 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 Deputy General Manager (Design and Development). 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 LECO referred to in (c) above shall be shown in the Column provided for, in the Schedule of Prices (**APPENDIX VIII-A**) and

this amount will be paid to the Supplier on satisfactory completion of delivery to LECO Stores. LECO 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, LECO 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 or the balance **10% C&F/ FOB price**, referred to at Clause (3.16.1) (a) of this document.
- f) The Supplier or the Agent shall notify the Engineer or officer-in-charge of LECO Stores in writing at least 24 hours ahead of delivery of goods of his intention to do so to enable LECO to make the necessary arrangements.
- g) The supplier shall be responsible for attending to all customs requirement and hand over Customs Entries/ Declarations to the Deputy General Manager (Design and Development) (as stated in the Bid Data Sheet).

3.14.2. For goods to be offered within Sri Lanka

- a) The successful Bidders shall be responsible for the transport of Goods from the manufacturer's works or warehouse and handing over same to LECO Stores or delivery point as specified in the Bid Data Sheet (page 4). If the Bidder is not agreeable for the delivery of goods to the LECO 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 LECO 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 LECO Supplies Manager in writing at least 24 hours ahead of delivery of goods of his intention to do so to enable LECO stores to make the necessary arrangements.

3.15. 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.

3.16. Mode of Payment

3.16.1. For goods to be offered from outside Sri Lanka

a) Foreign Cost

Payment will be made by means of an Unconfirmed, Irrevocable Letter of Credit opened in favor 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 (3.18).

First Installment of the 90% of the FOB/C&F price of each shipment on presentation of the shipping documents, etc.

The balance Installment of 10% of FOB/C&F price will be paid at the end of the contract on issue of a certificate by the General Manager, Lanka Electricity Company (Private) Limited. or his authorized 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 Clearing Charges):

The amount payable as Clearing, Handling & Delivery Charges to Stores indicated in the Schedule of Prices (**APPENDIX VIII-A**), and shall be paid after the goods have been satisfactorily delivered to the LECO stores as specified in the Bid Data Sheet (Page 4).

The Value Added Tax (VAT) payable on Clearing, Handling & Delivery Charges will be paid by the Lanka Electricity Company (Pvt.) Ltd. at prevailing rates, if claimed by the Local Agent with the VAT Registration Number.

3.16.2. For goods to be offered within Sri Lanka

- a) Payment will be made after the satisfactory delivery of total quantity of goods as stipulated under "Delivery Schedule" in the Bid Data Sheet (Page 4).

If any foreign currency payments are envisaged under the bid, the Bidder shall be eligible to quote in the Foreign Currency. Suppliers shall be paid in Foreign Currency subject to the following conditions for the components for which, Foreign Currency is utilized, only if

- I. The supplier is authorized by the Central Bank of Sri Lanka, to receive Foreign Currency payments

and

- II. 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 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 Bid**.

Payments to suppliers will be made within 30 days on receipt of signed Invoices, together with the Certificate from the LECO Supplies Manager, that the Goods have been received in terms of the Letter of Award.

- b) The amount payable as Cost of Delivery to LECO Stores indicated in the Schedule of Prices (**APPENDIX VIII-B**) only shall be paid after the goods have been satisfactorily delivered to the LECO stores as specified in the Bid Data Sheet (Page 4)
- c) Any applicable VAT will be paid by LECO 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.

3.17. Packing, Identification and Marking

- 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 LECO Stores in good condition.
- b) All packages should be marked and addressed legibly fairly in large characters in indelible ink as follows:

LANKA ELECTRICITY COMPANY (PVT) LTD, COLOMBO, SRI LANKA.

AWARD NO:

PACKAGE NO: OF..... PACKAGES

DESCRIPTION OF CONTENTS:

GROSS WT: NET WT:

CUBIC MEASUREMENTS:

3.18. Inspection of Goods

- a) Prior to shipment/delivery, the goods shall be inspected by an Engineer appointed by the LECO 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 Lanka Electricity Company (Private) Limited 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 LECO inspection is waived off, goods will be accepted with the Test Certificate issued by an Accredited Independent Inspector certifying that the product has passed the Acceptance Test satisfactorily. The Test Reports issued by the Accredited Independent Inspector shall clearly identify Tender / Award No., Make / Model of the equipment, the detail results including test values of the Acceptance Tests carried out as per the LECO Technical Specification and name and the designation of the Testing Personnel. The original Test Reports shall be made available to the Purchaser (LECO) at least 10 working days prior to the shipment. Total cost of inspection by the Independent Inspector shall be borne by the supplier.

LECO shall inform the Supplier whether the Acceptance Test Report is acceptable and the goods shall not be shipped in the event Acceptance Test Report furnished by the Supplier is not acceptable to the LECO.

- 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 LECO/ Independent Inspector and the certification issued by the Engineer/ Independent Inspector **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 (3.18) shall in any way release the Supplier from any warranty or other obligations under the Contract.

3.19. Shipment: (Applicable Only for Good to be Offered from Outside Sri Lanka)

The Suppliers are allowed to quote freight cost by preferred shipping line and insurance charge by an acceptable insurance provider to LECO whose claim can be made in Sri Lanka.

This quoted freight & insurance charges will be considered to calculate CIF price for the purpose of evaluation.

However before opening of Letter of Credit, LECO will get a freight rate from the Ceylon Shipping Corporation Ltd (CSCL) Sri Lanka and Insurance charge from Sri Lanka Insurance Corporation (SLIC).

The Award Letter will be issued in favor to LECO as below,

1. If the offered CIF charge by bidder is lower than the sum of CSCL freight charge and SLIC insurance, bidder will be awarded the offer in CIF basis and accordingly letter of Credit will be opened in CIF basis.
2. If CSCL offer a better freight charge and SLIC insurance cost is also lower than bidder's, bidder will be awarded the offer in FOB basis and accordingly letter of Credit will be opened in FOB basis.

CSCL and SLIC will undertake carriage of goods and insurance respectively.

3. If CSCL offer a better freight charge but SLIC insurance cost is higher than bidder's, CSCL will undertake carriage of goods. Bidder will be awarded the offer in FOB basis and letter of Credit will be opened in FOB basis.
In this case, bidder will be called upon to insure the goods from manufacturer's work to LECO stores and such insurance shall be in the name of General manager LECO.

The cost of such insurance will be reimbursed by LECO to the bidder/ local agent against the submission of necessary insurance documents with the limit not exceeding the quoted insurance cost (Either in offered currency for bidder or equivalent Sri Lankan rupees considering the exchange rate as at bid opening date for local agent).

Letter of Credit will be processed with relevant terms accordingly.

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 Deputy General Manager (Design and Development).

- 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 (3.18) (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.

3.20. Insurance

If considered necessary, the Supplier will be called upon to insure the goods from the Manufacturer's work to the LECO Stores subjected to the conditions stipulated in 3.19. Such Insurance should be in the name of the General Manager, LECO.

The cost of such Insurance will be paid by LECO on production of their invoices.

3.21. Delivery Within Agreed Period and Damages for Delay

3.21.1. For goods to be offered from outside Sri Lanka

- 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 Lanka Electricity Company (Private) Limited Colombo explaining the cause for the delay. In the case of delay, the General Manager or the officer authorized 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 LECO 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 (3.13)

3.21.2. For goods to be offered within Sri Lanka

- 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, Lanka Electricity Company (Private) Limited, Colombo, explaining the cause for the delay. In the case of delay, the General Manager or officer authorized 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 LECO 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 (3.13).

3.22. Contract not to be sublet

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

3.23. Force majeure

The supplier shall not be held responsible for any delay or non-performance of contractual obligations to sell, and the Lanka Electricity Company (Private) Limited. 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.

3.24. 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 authorized, 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 fulfill the terms and conditions of the Bid.

3.25. 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 prevailing in the country of final destination.

- b) This Warranty shall remain valid for **twelve (12)** months after the completion of the final delivery **unless specifically mentioned in the LECO Technical Specification in APPENDIX IX.**
- 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.

3.26. Patent Rights Claims

The Bidders shall indemnify the Lanka Electricity Company (Private) Limited. 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 Lanka Electricity Company (Private) Limited of royalty goods supplied.

3.27. 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, Lanka Electricity Company (Private) Limited 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.

3.28. 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.

3.29. 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.

3.30. 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.

3.31. Bidder's Standard Conditions

Bidder's Standard Conditions of sale which is 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 LECO shall prevail.

3.32. Samples

Samples offered shall be furnished as indicated in the LECO Technical Specification (**APPENDIX IX**), to the Deputy General Manager (Planning and Procurement) as stated in the Bid Data Sheet (page 4) on or before the Time & Date stated in the Bid Data Sheet (page 4).

If the samples are not required to be submitted, it shall be stated in the Bid Data Sheet (page 4).

None of any previous samples submitted to LECO for any Bid or similar procurement will be considered as samples for this tender.

Samples except for the samples of the successful bidder will be released after the issuing of award letter to the successful bidder. LECO will not liable of any damage to the samples caused in testing of samples.

3.33. 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 LECO.

3.34. 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.

3.35. 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.

3.36. 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) Social Security Contribution Levy (SSCL):

If applicable, bidders shall include SSCL in the Unit Price

3.37. Future Information

Any further information and clarifications shall be sought, two (2) weeks before the Date of the closing of bidding, in writing from the Deputy General Manager (Planning and Procurement). (As stated in the Bid Data Sheet)

APPENDIX I

Document Submission Check List

Bidder shall provide requested details in the given order of this Check List with clear separation between each. Any additional documents shall be included at the end.

No	Ref No w.r.t Clause 2.10	Checklist for the bid	Submitted	Not Submitted	Not Applicable	Comments
1	b	Certificate of Purchase of Bidding Document				
2	c	Form of Bid				
3	d	Letter of Authorization/ Manufacture's authorization to the bidder				
4	e	Bid Security in accordance with the given format				
5	f	Schedule of Prices				
6	g	Schedule of Guaranteed Technical Particulars				
7	h	Certified copies of Test Certificates including Type Tests in English language.				
9	i	Name and Address of Manufacturer & Certificate of Country of Origin				
11	j	Documentary evidence of arrangements with the Manufacturer (If the Bidder is not the Manufacturer)				
12	k	Power of Attorney (If applicable)				
13	l	Documents of proof of ability				
14	m	A letter from the Commissioner of Inland Revenue Department, certifying that his/her company has not been registered for VAT (if applicable) or VAT Registration Certificate.				
16	n	Documents stated in the LECO Technical specification				
17	n-1	Complete Technical literature				

No	Ref No w.r.t Clause 2.10	Checklist for the bid	Submitted	Not Submitted	Not Applicable	Comments
18	n-2	Drawings				
19	n-3	Suppliers List				
20	n-4	Performance Certificates				
21	n-5	ISO 9001 Certificate				
22	n-6	.....			
23	n-7	.....			
24	n-8	.....			
25	n-9	.....			
26	n-10	.....			
27	o	Certification by the Bidder that the goods shall be delivered according to the Delivery Schedule stated in the Bid Data Sheet.				
28	p	Certification of registration under Public Contracts Act No 3 of 1987 (For the contract cost exceeding Rs.5.0 Million)				
29	q	"Form of Domestic Preference" (APPENDIX VI) and supporting documents. (If applicable) with acceptable evidence.				
30	r	Packing details				
31	s	Certificate on warranty of offered goods				
32	a	Manufacturer's Guarantees, Illustrations, Catalogues and full particulars				
33	b-1	Details of variations and/or deviations from the Technical Specifications				

No	Ref No w.r.t Clause 2.10	Checklist for the bid	Submitted	Not Submitted	Not Applicable	Comments
34	b-2	Certificate of compliance if there are no variations / deviations				
35	c	Pro forma Invoices				
36	d	Freight Certificate (Applicable only for goods to be offered from outside Sri Lanka)				
37	e	Lists of Directors				
37	f	Documentary evidence to show any preferential Customs Duty applicable in Sri Lanka under the International Trade Agreements.				
		Any Other Document (If applicable)				
38	a-1	.....			
39	a-2	.....			
40	a-3	.....			
41	a-4	.....			
42	a-5	.....			

Date:

.....

Signature of Bidder and Seal

APPENDIX II

Certificate Of Purchase Of Bidding 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

For Deputy General Manager (Planning and Procurement)

Lanka Electricity Company (Private) Limited

Date:

I/We agree to abide by the Conditions to Bid for **Bid No : LECO/24/ICB/GD3/078** and therefore submit my/our offer in the attached Schedule of Prices.

Position and Name of Signatory:

Address :

Date:

Signature of Bidder and Seal

APPENDIX III

Lanka Electricity Company (Private) Limited **Form of Bid**

The Chairman,
Lanka Electricity Company (Private) Limited
No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.

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, Lanka Electricity Company (Private) Limited 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. LECO/24/ICB/GD3/078 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, Lanka Electricity Company (Private) Limited for the due Performance of the Contract and for the payment of all claims to which the Lanka Electricity Company (Private) Limited 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, Lanka Electricity Company (Private) Limited.

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 Lanka Electricity Company (Private) Limited has the right to confiscate the Bid Bond and to recover from me/us the full amount of damages sustained by the Lanka Electricity Company (Private) Limited Ltd. 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.....

APPENDIX IV

Form of Bid Bond

.....2024,

Lanka Electricity Company (Private) Limited

No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.

Dear Sirs,

At the request of our constituent of (herein after 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 your first written 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 here- under provided every such demand is made in writing under the hand of the General Manager or the Chief Executive Officer of your company or any person purporting to act under the Authority of the General Manager or the Chief Executive Officer of the Lanka Electricity Company (Private) Limited.

Notwithstanding anything to the contrary herein contained these presents shall be valid only up to and include the day of 2024 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 2024 provided however that in case we shall have before 2 p.m. on the said day of 2024 extended the period of validity of these presents up to any date subsequent to the said day of 2024 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 2024 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 company, 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 pro tanto discharge of our aggregate liability hereunder.

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

Yours faithfully,

The above Guarantee is issued in respect of the Bid No (*Bid No*) submitted by (*Name of the Bidder*) to the General Manager, Lanka Electricity Company (Private) Limited for the supply and delivery of (*Name of the Bid*)

APPENDIX V

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 LANKA ELECTRICITY COMPANY (PRIVATE)
LIMITED having its Head Office at No 411, Galle Road, Colombo 03, Sri Lanka its Successor and assigns for an
on behalf of the LANKA ELECTRICITY COMPANY (PRIVATE) LIMITED.

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 Bid bearing No..... dated..... in conformity with the
provisions of the said Contract.

NOW THEREFORE, the CONDITIONS of the above written Bond is such that if the 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 2024 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 of any other person to recover any claim hereunder the same shall be instituted in Sri Lanka.

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

Yours faithfully,

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APPENDIX VI

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 supplies, quotations issued by input local raw materials 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.

1.0	Total ex-works Price excluding VAT (as quoted in the schedule of prices, Appendix VI B)	
-----	---	--

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 Freight 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 Lanka Electricity Company (Private) Limited to verify the accuracy of those information from our suppliers.

Name & Address of the Bidder.

APPENDIX VII

Specimen form of Contract of Supply

LANKA ELECTRICITY COMPANY (PRIVATE) LIMITED

CONTRACT NO:

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the 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 Purchaser's Notification to the Supplier of Award of Contract;
 - b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - c) the General Conditions of Contract;
 - d) the Schedule of Supply; and

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services 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 Related Services 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 this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

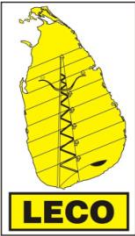
Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

APPENDIX VIII-A

(Please see next page)

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LANKA ELECTRICITY COMPANY (PVT.) LTD.

Schedule of Prices (Goods to be offered from Outside Sri Lanka)

(Applicable for Goods to be offered from Outside SL)

LECO/24/ICB/GD3/078

Appendix VIII-A

Item No	Description of Item	Part / Model No of the Offered Item as Stated in the Catalogue	Quantity (Nos.) (1)	Unit FOB Price in	Total FOB in Bid	Total Freight to	Total Insurance	Total CIF Price in	Cost of Clearing, Handling and Delivery Charges Excluding VAT (in LKR) (7)	Total Amount of VAT Claimed on (7) (LKR) (8)	Total Local Charges (9)=(7)+(8)	Total Bid Price (Total CIF & Total Local Charges Including VAT) (10)=(6) & (9)
				Bid Currency (2)	Currency (3)=(1)*(2)	Colombo in Bid Currency (4)	Charge in Bid Currency (5)	Bid Currency (6)=(3)+(4)+(5)	In Figures	In Figures	In Figures	In Figures
A229	3C 70 Sqmm 11kV Aerial Bundled Conductor with Insulated Messenger		10 Kilomete rs									
-	Total	-	-									

Components of Price Formula used to calculate Price (Refer Clause 2 of APPLICABLE PRICE VARIATION FORMULA FOR 11KV AERIAL BUNDLED CABLES/ 11KV UNDERGROUND CABLES (ICB))				
Price Formula : $P_0 = \{[(B_{AL,0} \times MT_{AL}) + (B_{CU,0} \times MT_{CU}) + (B_{ST,0} \times MT_{ST})] \times US_0 + (FP \times CC_0)\} \times 10$				
$B_{AL,0}$	$B_{CU,0}$	$B_{ST,0}$	US_0	FP
.....USD/Metric Ton	..... USD/Metric Ton	..... USD/Metric Ton	..... LKR/USD (Date : .....)	..... LKR/km
MT_{AL}	MT_{CU}	MT_{ST}	-	CC_0
..... Metric Ton/ km	..... Metric Ton/ km	..... Metric Ton/ km	-	Quoted Currency : LKR/..... (Date :)
Fixed date considered for the basis of the offer : (Note:14 th day before the closing of Bids (exclusive of the bid closing date) or the previous working day if that day is a non working day at the LME)				

* If Applicable SSCL shall be included in the Cost of Clearing, Handling and Delivery Charges

VAT Registration No of the Local Agent: Total Amount of VAT Claimed (LKR): Discount (if any as a percentage of FOB price):

I have furnished a Bid Bond No. for LKR..... from as Bid Security. I/We agree to abide by the conditions stipulated in the Bid No.

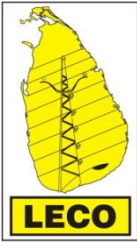
Total Bid Price in Words

.....
Signature of Bidder	Signature of Witness 1	Signature of Witness 2		
.....
.....
Name and Address of Bidder	Name & Address of Witness 1	Name & Address of Witness 2	Name & Address of Local Agent	Name & Address of the Manufacturer
Date	Date	Date	Date	
Telephone	Telephone	Telephone	Telephone	
Facsimile.....	Facsimile.....	Facsimile.....	Facsimile.....	
E-Mail	E-Mail	E-Mail	E-Mail	

APPENDIX VIII-B

(Please see next page)

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LANKA ELECTRICITY COMPANY (PVT.) LTD.

Schedule of Prices (Goods to be offered from within Sri Lanka)

(Applicable for Goods to be offered within Sri Lanka)

LECO/24/ICB/GD3/078

Appendix VIII-B

Item No	Description of Item	Part / Model No of the Offered Item as Stated in the Catalogue	Quantity (Nos.) (1)	Unit Ex Works/ Ex Showroom Price Excluding VAT in Bid Currency (2)	Total Ex Works/ Ex Showroom Price Excluding VAT in Bid Currency (3)=(1)*(2)	VAT on Total Ex Works/ Ex Showroom Price, in Bid Currency (4)	Cost of Delivery Excluding VAT in LKR (5)	VAT on Cost of Delivery in LKR (6)	Total bid Price (7)=[(3)+(4) & (5)+(6)]
				In Figures	In Figures	In Figures	In Figures	In Figures	In Figures
A229	3C 70 Sqmm 11kV Aerial Bundled Conductor with Insulated Messenger		10 Kilometers						
-	Total	-							

Components of Price Formula used to calculate Price (Refer Clause 2 of APPLICABLE PRICE VARIATION FORMULA FOR 11KV AERIAL BUNDLED CABLES/ 11KV UNDERGROUND CABLES (ICB))				
Price Formula : $P_0 = \{[(B_{AL,0} \times MT_{AL}) + (B_{CU,0} \times MT_{CU}) + (B_{ST,0} \times MT_{ST})] \times US_0 + (FP \times CC_0)\} \times 10$				
$B_{AL,0}$	$B_{CU,0}$	$B_{ST,0}$	US_0	FP
.....USD/Metric Ton	..... USD/Metric Ton	.....USD/Metric Ton	..... LKR/USD (Date : .....)	..... LKR/km
MT_{AL}	MT_{CU}	MT_{ST}	-	CC_0
..... Metric Ton/ km	..... Metric Ton/ km	..... Metric Ton/ km	-	01
Fixed date considered for the basis of the offer : (Note:14 th day before the closing of Bids (exclusive of the bid closing date) or the previous working day if that day is a non working day at the LME)				

* If Applicable SSCL shall be included in the Unit Ex Works/ Ex Showroom Price and Cost of Delivery

VAT Registration No: Total Amount of VAT Claimed (LKR): Discount (if any as a percentage of ex works/ex showroom price):

I have furnished a Bid Bond No. for LKR..... from as Bid Security. I/We agree to abide by the conditions stipulated in the Bid No.

Total Bid Price in Words

Signature of Bidder

Signature of Witness 1

Signature of Witness 2

Name and Address of Bidder

Name & Address of Witness 1

Name & Address of Witness 2

Name & Address of Local Agent

Name & Address of the Manufacturer

Telephone

Telephone

Telephone

Telephone

Facsimile.....

Facsimile.....

Facsimile.....

Facsimile.....

E-Mail

E-Mail

E-Mail

E-Mail

APPENDIX IX

LECO Standard Specification

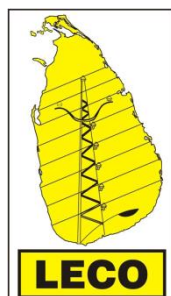
Specification No : LECO-B0101-240327T

Specification Title : 11kV AERIAL BUNDLED CONDUCTOR WITH INSULATED MESSENGER

:APPLICABLE PRICE VARIATION FORMULA FOR 11KV AERIAL BUNDLED CABLE/11KV UNDERGROUND CABLES(ICB)

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LANKA ELECTRICITY COMPANY (PRIVATE) LIMITED



TECHNICAL SPECIFICATION

11kV AERIAL BUNDLED CONDUCTOR WITH INSULATED MESSENGER

LECO ITEM CODES :

A229

LECO SPECIFICATION NO :

LECO-B0101-240327T

Tel : +9411 2371600

Fax: +9411 2371671

Email : general@leco.lk

System Development Department,
Lanka Electricity Company (Private) Limited,
No: 411, 4th Floor, E.H. Cooray Building, Galle Road, Colombo 03, Sri Lanka.

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1 GENERAL CONDITIONS AND SYSTEM INFORMATION

1.1 Site Conditions

1.1.1 Climatic Conditions

- | | |
|------------------------------|--|
| a) Climate | Equatorial, intense sunshine, heavy rain, salt and dust laden atmosphere |
| b) Ambient temperature | |
| Normal range | 27 °C to 32°C |
| Mean annual | 30 °C |
| c) Average annual rainfall | 2400 mm |
| d) Average relative humidity | 72 - 84 % |
| e) Maximum wind velocity | 34 m/sec |
| f) Average isokeraunic level | 80 days/year |
| g) Altitude | Sea level to 1000m |

1.1.2 Particulars of the System - High Voltage

- | | |
|-----------------------------|-------------------|
| a) Nominal system voltage | 11 kV |
| b) Maximum system voltage | 12 kV |
| c) Type of system earthing | Solid |
| d) Rated fault level | 250 MVA |
| e) Short time rating | 250 MVA for 1 Sec |
| f) Insulator creepage | |
| Heavy pollution environment | 276 mm |

1.1.3 Particulars of System - Low Voltage

- | | |
|--|---------------|
| a) Nominal system voltage | 400/230 Volts |
| b) Maximum system voltage | 440/254 Volts |
| c) Type of system neutral earthing | Solid |
| d) System frequency | 50 Hz |
| e) One minute test voltage | 2 kV |
| f) Impulse withstand voltage (1.2/50 wave) | 6kV |

1.2 Packing and Shipping

Any item liable to be damaged in transit shall be effectively protected and securely fixed in their cases. All lifts of over 2 Tones shall be marked to show where slings should be placed.

All identification marks on the outside of cases are to be water proof and permanent (and shown in Figures A, B and C).

All delicate electrical equipment shall be adequately sealed and desiccating agents used where necessary to prevent damage from condensation. All equipment shall be packed and protected, bearing in mind that it will be shipped to an equatorial zone and that a considerable period may elapse between its arrival on site and its unpacking.

All material used in packing are to comply with the relevant Sri Lankan regulations. Adequate protection and precautions are to be taken to exclude termites or other vermin, noxious insects, larvae or fungus from the packing materials or plant. All contents are to be clearly marked for easy identification against the packing list.

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- 1.2.1 The contractor shall pack and crate all equipment for export to tropical, humid climate and for ocean transport and in accordance with internationally accepted seaport practice and in such a manner as to protect it from damage and deterioration in transit by truck, rail and sea. The contractor shall be held responsible for and make good any and all damages, cost involved due to improper and inadequate packing. Identification Marks for Crates

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1.3 Painting and Galvanizing

1.3.1 General

All ferrous metal work is to be provided with an effective galvanized or painted finish with the exception of ferrous sections that are to be fully encased in concrete.

Paint or Galvanizing shall not be applied before tanks and chambers have passed any required pressure or vacuum tests. Surfaces, which are in contact with oil, shall not be galvanized.

Precautions shall be taken to prevent corrosion occurring in the period of time between cleaning of the steel and commencing the painting.

All drilling, punching, cutting, bending and welding of parts shall be completed and all burrs shall be removed before painting or galvanizing.

A full description of the painting and/or galvanizing systems proposed shall be provided in the Tender and these shall conform to the specified standards.

1.3.2 Unpainted Ferrous Components

Coating with an approved anti-rusting composition shall appropriately protect unpainted ferrous components liable to corrosion during transport.

Prior to embedding in concrete all ferrous surfaces shall be free from any oil, grease, paint and any other matter which will reduce the bond between the encasing concrete and the ferrous surface, Surfaces shall be brushed and scraped to remove loose mill scale, flaking rust, etc.

1.3.3 Painted Ferrous Components

Ferrous components shall be painted in accordance with BS 5493 or equivalent national standard. The paint treatment for each application shall be selected from the following.

- a) For Ferrous items exposed to weather:
Blast clean to BS 7079 Part A1, Sa 2 1/2 and degrease surface.
Paint in accordance with BS 5493, Table 3 Part 3 (exposed polluted coastal atmosphere) for a maintenance period of 10 - 20 years. The paint selected shall be of an oil resistant nature.
- b) For ferrous items located indoors.
Blast clean to BS.7079 Part A1, Sa 2 and degrease surface.
Paint in accordance with BS.5493, Table 3 Part 7 (interior frequently damp or wet) for a maintenance period of 10 - 20 years. The paint selected shall be of an oil resistant nature.
- c) For internal surfaces of tanks, pipes, radiators, etc., which are to contain oil
Blast clean to BS.7079 Part A1, Sa 2 1/2 and degrease surface.
Further treatment shall be in accordance with BS.5493 Table 3 Part 16.

Paint shall be applied to produce a uniform film. Edges, corners, crevices, welds, bolts, and rivets shall receive special attention to maintain the required thickness.

Sufficient quantity of each type and colour of finish coat as applied to the major equipment items are to be provided for "touch up" purposes.

1.3.4 Galvanized Components

The hot dipped process in accordance with BS shall apply galvanizing. 729 (1971) (1994)

The molten metal in the galvanizing bath should contain no less than 98.5% by weight of zinc. The coating shall be smooth, continuous and free from flux stain and defects. The coating shall adhere without peeling or flaking.

Galvanized coating weights shall be as given in the above standard.

It is the responsibility of the Manufacturer to ensure that fabrication and pre-treatment does not cause adverse effects on the material as well as the coating.

In order to ensure these requirements complete familiarization with the above Standard is a pre-requisite.

The manufacturer shall possess or have readily available access to perform all testing requirements contained in the above Standard.

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1.4 Instructions/ Information to the Bidder

1.4.1 Terms and conditions

- 1.4.1.1 The bidders shall duly complete and sign Local/Foreign price schedules appropriately.
- 1.4.1.2 All the information requested in the specification shall be furnished with the offer.
- 1.4.1.3 Failure to furnish the above mentioned documents and details may result in the offer being rejected.
- 1.4.1.4 This offer is subjected to fully compliance and accepters of condition contained in this SPECIFICATION document.
- 1.4.1.5 LECO may accept any or all items of the offers.

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2 11KV AERIAL BUNDLED CONDUCTOR WITH INSULATED MESSENGER

2.1 Scope

This specification covers the design, manufacture, testing and supply of 11kV Aerial Bundled Conductors (with insulated Messenger) described further in clause 2.4.1.

2.1.1 Item Codes

ITEM NO	Description
A229	3C 70 mm ² ABC with Insulated Messenger

2.2 Standards

The equipment supplied under this Specification shall conform to the latest edition of the appropriate IEC or any equivalent or superior standard.

IEC 60060 SER	High voltage test techniques- All Parts
IEC 60071 SER	Insulation co-ordination - All Parts
IEC 60889 ed1.0	Hard drawn aluminum wire for overhead line conductors
IEC 60229: 2007	Electric Cables - Tests on extruded over sheaths with a special protective function
IEC 60230	Impulse tests on cables and accessories
IEC 60287-1-1 ed2.0	Electric cables - Calculation of the current rating - Part 1-1: Current rating equations (100 % load factor) and calculation of losses - General
IEC 60287-2-1 ed1.2 Consol. with am1&2	Electric cables - Calculation of the current rating - Part 2-1: Thermal resistance - Calculation of thermal resistance
IEC 60287-3-1 ed1.1 Consol. with am1	Electric cables - Calculation of the current rating - Part 3-1: Sections on operating conditions - Reference operating conditions and selection of cable type
IEC 60445 ed5.0	Basic and safety principles for man-machine interface, marking and identification - Identification of equipment terminals, conductor terminations and conductors
IEC 60502-2 ed3.0 (2014)	Power cables and extruded insulation and their accessories for rated Voltages 1kV up to 30kV Part 2: Cables for rated voltages from 6 kV up to 30 kV
IEC 60502-4 ed3.0	Power cables and extruded insulation and their accessories for rated Voltages 1kV up to 30kV Part 4: Tests requirements on accessories for cable with rated Voltage 6kV-30kV
IEC 60228	Conductors of insulated cables
IEC 60811	Common test methods for insulating and sheathing materials of electric cables
IEC 60885 - 2 ed1.0	Electrical test methods for electrical cables. Part 2: Partial discharge tests
IEC 60949	Calculation of thermally permissible short-circuit currents, taking into account non-adiabatic heating effects
IEC 60885 - 3 ed1.0	Electrical test methods for electrical cables. Part 3: Test methods for partial discharge measurements on lengths of extruded power cables
BS 6622:2007	Electric Cables Armoured Cables with thermosetting insulation for rated voltages from 3.8/6.6 kV to 19/33kV. Requirements and test methods.

2.3 **Inspection and Testing**

The selected bidder shall make necessary arrangements for inspection by a representative of the purchaser and to carry out in his presence the necessary tests for the equipment offered, if required.

2.3.1 **Type test certificate**

Type test certificates issued by an accredited testing laboratory in accordance with the relevant requirements of the standards specified in Clause 2.2 shall accompany the bid. Failure to provide this with the bid will result in the offer being rejected. Proof of accreditation by a national/ international authority shall also be forwarded with the offer.

2.4 **11kV Aluminum Aerial Bundled Conductor (With Insulated Messenger)**

2.4.1 **General**

The Aerial Bundled Conductor specified herein shall consist of three individual phase cores and a steel messenger core for mechanical support. The three cores and the messenger shall be twisted together with a right-hand lay (Z-lay) direction. Each cable shall be indelibly marked with 1-one, 2-two, 3-three as appropriate on the outer sheath to identify the cores.

Each core shall be insulated with extruded cross-linked thermosetting polyethylene (XLPE), compliant with the standards outlined in IEC 60502. The outer sheath of the conductor shall be UV stabilized to endure tropical climatic conditions. The cables shall be designed to maximum operating condition of 90°C and a maximum short circuit temperature of 250°C.

2.4.2 **Cable Construction**

The technical requirements of the medium voltage Aerial Bundled Conductors (ABC) shall be as follows:

Phase Conductor:

Phase conductor shall be of Plain Aluminium manufactured in accordance with BS 2627. Circular Compacted Aluminium with cross sectional areas of 70 mm². The number of strands shall be in accordance with BS EN/IEC 60228. Resistance of each conductor at 20°C shall be as per BS EN / IEC 60228.

a. Conductor Screen	
Type	Extruded Semi-conducting Compound type. The extruded layer shall be continuous and shall cover the surface of the conductor completely. The Conductor Screen shall be applied in the same operation as the insulation and shall be fully bonded to the insulation.
Volume resistivity	Shall not exceed 500 Ω m at 90 °C when measured in accordance with BS 6622:2007 or IEC 60502-2:2014 as applicable.

Thickness	Shall be in accordance with BS 6622:2007 or IEC 60502-2:2014 standards.
b. Insulation	
Type	XLPE and shall be applied by extrusion and cross-linked to form a compact and homogeneous layer in accordance with the standards specified.
Nominal thickness as per BS 6622	3.4 mm
c. Insulation Screen	
Type	Non-metallic semi-conducting layer having a resistivity not exceeding 500-ohm meter at 90° C, in combination with metallic layer. The extruded layer shall be continuous and shall cover the surface of the insulation completely. The insulation screen shall be cold strippable.
Thickness	Shall be in accordance with BS 6622:2007 or IEC 60502-2:2014 standards.
d. Metallic Screen	
Type	Each Core shall be covered with Copper Tape or wire Screen as per BS 6622:2007
Fault current withstand capability	The cross-sectional area of the metallic screen of each core shall be able to withstand minimum of 3 kA fault current over 1 second. Manufacturer shall prove the fault current withstand capability using adiabatic equation specified in IEC 60949.
e. Longitudinal Water Barrier	
Construction	Non-Conducting water barrier swelling tape over metallic screen shall be provided to protect against longitudinal water penetration. Materials of the water barrier shall be suitable for the operating temperature of the cable and compatible with the insulating materials. When choosing the material for the metallic layer, special consideration should be given to the possibility of corrosion, with regard to mechanical safety as well as electrical safety. Conditions of cable hang above the ground in tropical humid conditions should be considered.

f. Oversheath	
Construction	Oversheath shall be comprised of two sections as Inner Sheath and Outer Sheath. The combined inner and outer sheath shall withstand the DC voltage test in accordance with the relevant BS 6622 standard. This test shall be carried out on each delivery length.
Inner Sheath	The inner sheath shall be of PVC-ST2 as per IEC 60502-2 or PVC Type 9 as per BS 6622 and shall be suitable for the maximum operating temperature indicated in section 2.4.1. The color of the inner sheath shall be black. The mean value of the thickness shall not be less than 1.0 mm.
Outer Sheath	The outer sheath shall be of High-Density Polyethylene (HOPE - ST 7) and Black in colour (Ultraviolet - UV resistant). The mean value of the thickness shall not be less than 1.0 mm. The outer sheath shall be embossed with figures 1,2, 3 or Ribs. When Ribs are provided to identify cores, they shall be so made to enable workmen to identify the cores easily.
Coatings	A coating of Graphite shall be applied over the oversheath to carry out D.C. Voltage Test.

Messenger Wire:

Messenger shall bear the weight of the conductor with the support of hardware accessories and shall prevent the stretching of the conductor. Material of the messenger shall be circular compacted galvanized steel.

Cross Section	50 mm ²
Minimum Breaking Load	49 kN for 70 mm ² conductor
Insulation	The insulation shall be of High-Density Polyethylene (HDPE-ST7) and UV resistant. The color of the insulation shall be black. The mean value of the thickness shall not be less than 1.0 mm and compliance shall be checked by carrying out tests given in the relevant BS standards.

Note: The conductor screen, the insulation and the non-metallic insulation screen shall be extruded simultaneously in a triple extrusion process to prevent forming any air voids a prevent allowing dust. The insulation screen shall be cold strippable.

2.4.3 Samples to be supplied with the offer

Sample pieces of one meter each shall be submitted with the offer.

2.4.4 Sag and Tension Tables

The Bidder shall supply two copies of sag and tension tables for each of the overhead bundled conductors specified.

The tables shall set out initial and final sags and tensions for the conductor size, in accordance with the following criteria;

- 1) Maximum conductor tension determined at 15 deg. C with wind loading 575 Pascal.
- 2) Maximum conductor sag determined at 65 °C.
- 3) Constant conductor tension occurs at defined normal everyday temperature at 27 °C. This is the assumed average temperature at which conductor stringing will occur.
- 4) Everyday stress limited to 17% of conductor ultimate tensile strength (UTS).

2.4.5 Cable End Caps

The cable end protection for bundled conductor shall include the provision of cable end caps. These cable end caps shall consist of a set of heat-recoverable polymeric terminal caps designed to be fitted on each conductor.

2.4.6 Packing And Labeling/Marking

2.4.6.1 Packing

The cables shall be supplied in non-returnable drums. Drums shall be made of steel and suitably protected against corrosion. A polythene lining shall be provided to prevent any damage to cable from the chemicals used for preservation of drum.

The drum shall be lagged with closely fitted battens to protect cable from damage. The ends of cables shall be sealed with heat shrinkable caps to prevent the ingress of moisture during transportation and storage. The preferred length of cable per drum shall be 300 meters subject to a maximum gross drum weight of 5 MT. The cable length per drum shall not vary more than $\pm 2\%$.

2.4.6.2 Identification and Labeling/Marking

The word "LECO", voltage rating as U_0/U (Um), size of the cable, standard adopted, conductor size, year of manufacture, manufacturer's name or trade mark and travel length shall be embossed at intervals as stipulated in BS 6622-2007 or IEC 60502-2-2014 as applicable, on the outside of the oversheath. The embossing shall be weatherproof and abrasion proof.

Each drum shall be labeled (with clear stencil) with the following;

- (a) "PROPERTY OF LANKA ELECTRICITY COMPANY PVT LTD"
- (b) Bid No.Serial No.....
- (c) Manufacturer's identification.
- (d) Cable Type, Voltage Rating, Conductor Size and Number of Cores.
- (e) Number and year of standard adopted.
- (f) Net Weight & Gross Weight in kg.
- (g) Length of cable in meter.
- (h) Direction of rolling
- (i) Year of Manufacture.

3 MANDATORY DOCUMENTS / INFORMATION TO BE SUBMITTED

Please note that failure to submit any of the following may result in rejection of the offer.

1. Authorization letter (bidder who does not manufacture/produce)

2. Technical Particulars

The technical particulars of the product shall be submitted with the offer by completing the schedules in section 4 of this document. All such technical schedules shall be duly completed and signed by the bidder.

3. Price schedule

As per the bid Document

4. Test certificates

Type Test Certificate in conformity with Clause 2.3.1

5. Complete technical literature including

- a) Dimensional drawings
- b) Product catalogues describing the operational features of the cable
- c) Literature describing the operational features of the cable
- d) Constructional features, material used for components and relevant technical literature.

6. Pro-forma Invoice and the Freight Certificate indicating approximate weight, measurement of the consignment and the number of containers.

7. Performance Certificates

From at least 3 Customers Outside manufacture's a country (applicable for import supplier only)

8. Suppliers list

At least for last 5 years for similar nature of product, indicating the year and quantity supplied

9. ISO 9001 certificates of the Principal

4 MANUFACTURERS TECHNICAL PARTICULARS

4.1 11kV AERIAL BUNDLE CABLE WITH INSULATED MESSENGER

DESCRIPTION		SPECIFIED	GUARANTEED PARTICULARS
General Particulars			
1) Item No:		A229	A229
2) Name of the Manufacturer			
3) Country of origin			
4) Manufacturer's Code No.			
5) Nominal Voltage Rating	kV	6.35/11 (12)	
6) Design Fault Current and duration for conductor		As per section 2.4.2	
7) Basic Insulation Level	kV	95	
8) Max. Conductor Temp. Rating - Normal Operation	Deg C	90	
9) Maximum Design Stress	kV/mm	5	
Conductor Particulars			
10) Number and Nominal Size of Core	mm ²	3x70	
11) Diameter of the conductor (one core)	mm		
12) No of Strands			
13) Diameter of the strand	mm		
14) Material		Aluminum	
15) Shape		Round	
16) Type			
i. Solid/ Stranded		Stranded	
ii. Compact/ Non-Compact		Compacted	
17) Maximum DC Resistance of the conductor at 20°C	Ω/km		
18) Maximum AC Resistance of the conductor at 20°C	Ω/km		
19) Maximum current carrying capacity at 20°C (In Air)	A		
20) Capacitance	μF/km		
Conductor Screen Particulars			
21) Material		Extruded Semi-Conducting compound	
22) Thickness	mm	Min 0.3	
Insulation Particulars			
23) Material		XLPE	
24) Extrusion process		Triple	

Note

ALL ITEMS ON THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE OFFER

Signature and seal of the Bidder

DESCRIPTION		SPECIFIED	GUARANTEED PARTICULARS
Insulation Screen Particulars			
25) Type		Non-Metallic Semi Conducting	
i. Semi conducting layer		Extruded	
ii. Metallic		No	
iii. Stripability		Cold	
26) Material		Extruded Semi Conducting Compound	
27) Maximum Electric Stress	kV/mm	5	
28) Metallic Screen Particulars	As per section 2.4.2		
29) Minimum withstand fault current	kA	3	
30) Duration	Sec	1	
31) Longitudinal Water Blocking	As per section 2.4.2		
i. Form of water blocking material			
Oversheath Particulars for Phase Conductors			
32) Inner Sheath			
i. Type/Material		As per section 2.4.2	
ii. Nominal Thickness		As per section 2.4.2	
33) Outer Sheath			
i. Type/Material		As per section 2.4.2	
ii. Nominal Thickness		As per section 2.4.2	
34) Whether Graphite layer provided		Yes	
35) Whether DC test on oversheath carried out		Yes	
Messenger			
36) Diameter	mm		
37) No. of Strands	Nos		
38) Diameter of Strands	mm		
39) Material		Galvanized Steel	
40) Shape		Round	
41) Type			
i. Solid/ Stranded		Stranded	
ii. Compact/ Non compact		Compact	
42) Oversheath			
(i) Material		High Density Polyethylene	
(ii) Nominal Thickness	mm	As per section 2.4.2	
43) Overall diameter of the messenger	mm		
44) Ultimate Tensile Strength of the Messenger	kN	As per section 2.4.2	
45) Overall diameter of the conductor (3 cores + messenger)	mm		
46) Minimum bending radius	mm	As per section 2.4.2	
47) Approximate weight of cable	kg/km		

Note

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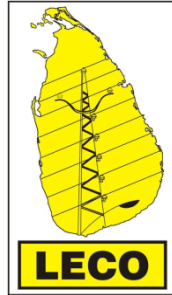
DESCRIPTION		SPECIFIED	GUARANTEED PARTICUALRS
48) Whether the maximum symmetrical short circuit current rating curves for 0.2 to 0.3 Sec. duration Finished		Yes	
Maximum allowable conductor temperature and duration			
49) Full Load conditions/ Duration (°C/ Duration)			
50) Short Circuit conditions/ Duration (°C/ Duration)			
51) Overload conditions/ Duration (°C/ Duration)			
52) Allowable maximum overloading in determining the above	% / A		
53) Maximum Drum Wound Lengths	m		
54) Drum Diameter Maximum	mm	2500	
55) Drum Width Maximum	mm	1400	
56) Full Drum Weight Maximum	kg	1500	

Note

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Signature and seal of the Bidder

LANKA ELECTRICITY COMPANY (PRIVATE) LIMITED



APPLICABLE PRICE VARIATION FORMULA FOR 11KV AERIAL BUNDLED CABLES/ 11KV UNDERGROUND CABLES (ICB)

Lanka Electricity Company (Private) Limited
No 411, E.H Coory Building, Galle Road, Colombo 03, Sri Lanka.
Telephone : +9411-237-1600
Fax : +9411-237-1671
E-Mail : general@leco.lk

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1. Price Variation

The Bidders shall forward their offers on the basis of the Price Variation stipulated below.

2. Basis of the Offer

- a) Bidders are required to make their offers on the basis of a Base Price plus a Fixed Price Margin.
- b) The Base Price shall be the LME official settlement price (Cash Official Offer Price) of Aluminium High Grade 99.7% and Copper Grade A with one month closing price of Steel Rebar at London Metal Exchange (LME) in US Dollars (USD) on the 14th day before the closing of bids. (exclusive of the bid closing date) or the previous working day if that day is a non working day at the LME.
- c) Fixed Price Margin shall be quoted in the currency of choice of the bidder.

Accordingly, FOB Price of foreign Bidders offering cables from outside the country and the ex-factory price of local bidders shall be computed for evaluation as;

$$P_0 = \{[(B_{AL,0} \times MT_{AL}) + (B_{CU,0} \times MT_{CU}) + (B_{ST,0} \times MT_{ST})] \times US_0 + (FP \times CC_0)\} \times TL$$

Where;

$B_{AL,0}$ - Base Price, which is the LME official settlement price (Cash Official Offer Price) of Aluminium High Grade 99.7% in USD per metric ton at the LME on the fixed date [Clause (2b)]

$B_{CU,0}$ - Base Price, which is the LME official settlement price (Cash Official Offer Price) of Copper Grade A in USD per metric ton at the LME on the fixed date [Clause (2 b)]

$B_{ST,0}$ - Base Price, which is the 1 month closing price of Steel Rebar in USD per metric ton at the LME on the fixed date [Clause (2 b)]

FP - Fixed Price Margin per kilometer of cable in the currency allowed under Clause 2 (b) above.

MT_{AL} - Quantity of Aluminum required manufacture one kilometer of cable in Metric Ton.

MT_{CU} - Quantity of Copper Grade A required manufacture one kilometer of cable in Metric Ton.

MT_{ST} - Quantity of Steel required manufacture one kilometer of cable in Metric Ton.

- TL - Total length in kilometers of Cables offered.
- CC_0 - Currency conversion rate from the currency of choice of the Bidder to LKR prevailing on the 14th day before bid opening.
- US_0 - Currency conversion rate from USD to LKR prevailing on the 14th day before bid opening.

3. Award Price

- a) The FOB Award Price of foreign Bidders offering underground cables shall be computed as,

$$P_1 = \left\{ \left[(B_{AL,1} \times MT_{AL}) + (B_{CU,1} \times MT_{CU}) + (B_{ST,1} \times MT_{ST}) \right] \times TL \times \frac{US_1}{CC_1} \right\} + (FP \times TL)$$

in the currency of choice quoted

The Ex-factory award price of local bidders offering underground cables shall be computed as;

$$P_1 = \left\{ \left[(B_{AL,1} \times MT_{AL}) + (B_{CU,1} \times MT_{CU}) + (B_{ST,1} \times MT_{ST}) \right] \times US_1 + (FP \times CC_1) \right\} \times TL$$

in LKR

Where;

- $B_{AL,1}$ - Base Price, which is the LME official settlement price (Cash Official Offer Price) of Aluminium High Grade 99.7% in USD per metric ton at the 3rd working day immediately after the day of award.
- $B_{CU,1}$ - Base Price, which is the LME official settlement price (Cash Official Offer Price) of Copper Grade A in USD per metric ton at the LME at the 3rd working day immediately after the day of award.
- $B_{ST,1}$ - Base Price, which is the 1 month closing price of Steel Rebar in USD per metric ton at the LME at the 3rd working day immediately after the day of award.
- CC_1 - Conversion rate from the currency of choice to Sri Lankan Rupees prevailing on the 3rd working day immediately after the day of award.
- US_1 - Currency conversion rate from the USD to LKR prevailing on the 3rd working day immediately after the day of award.

Intimation of the award will be faxed/ emailed to the successful bidder and or to his agent in Sri Lanka on the same day of the award.

4. Conversion of Currency

- a) For the purpose of the evaluation, the prices $B_{AL,0}$, $B_{CU,0}$, $B_{ST,0}$ in USD and the Fixed Price Margin (FP) in the currency of choice of the bidder will be converted to LKR at the official selling exchange rate of the Central Bank of Sri Lanka prevailing on the 14th day before closing of bid.
- b) The payment for the foreign bidders for supply of Cables will be made at the contract price in the currency quoted for the Fixed Price Margin (FP). The metal base prices in USD will be converted to the currency of the FP at the official selling exchange rate at the Central Bank of Sri Lanka prevailing on the 3rd working day immediately after the day of award.
- c) The payment for local bidders for the supply of Cables will be made in LKR. The prices of Aluminium, Copper Grade A and Steel Rebar in USD will be converted to LKR at the official selling exchange rate at the Central Bank of Sri Lanka prevailing on the 3rd working day immediately after the day of award.

5. Variation Figures

The bidders shall furnish;

- a) Fixed price margin (FP) for manufacture of one kilometer of Cables in the currency allowed in Clause 2(c)
- b) Weight in metric tons of Aluminum (MT_{AL}) required for the manufacture of one kilometer of cables offered.
- c) Weight in metric tons of Copper Grade A (MT_{CU}) required for the manufacture of one kilometer of cables offered.
- d) Weight in metric tons of Steel (MT_{ST}) required for the manufacture of one kilometer of cables offered.

In the price schedules.

.....

Signature and Seal of the Manufacturer Date

I/We certify that the above data are true and correct

.....

Signature and Seal of the Bidder Date