

1. Company Names

Mitsubishi Corporation, J-Power Systems Corporation, Siemens India Ltd, CEYLEX Engineering (Pvt.) Ltd

2 Contract agreement (attached)


3. Procurement procedure – International Competitive Bidding

4. Duration of Bidding Process

Loan agreement effective date 23rd July, 2012 to Contract award dates 2nd May, 2017 and 16th February, 2018

5. Feasibility studies for the project.

Not available with the project feasibility for the loan and project was done before the implementation of the Project


Eng. MZMF Ameen
Deputy General Manager
(Corporate & Project Coordination)
385, Galle Road, Colombo - 03.

Contract Agreement

THIS AGREEMENT is made and entered into at Colombo, Sri Lanka on the 04th day of November, 2016 by and

BETWEEN

(1) **Ceylon Electricity Board**, a corporation incorporated under the laws of Sri Lanka and having its principal place of business at No 50, Sir Chittampalam A Gardiner Mawatha, Colombo 2, (hereinafter called "the Employer"), and (2) Joint Venture of **Mitsubishi Corporation** is a corporation incorporated under the laws of Japan, having its principal place of business at 3-1 Marunouchi 2-Chorne, Chiyoda-ku, Tokyo, 100-8086, Japan, **J-Power Systems Corporation** is a corporation incorporated under the laws of Japan, having its principal place of business at 1-5-12, Motoakasaka, Minato-ku, Tokyo 107-0051, Japan and **Ceylex Engineering (Pvt) Ltd.** is a corporation incorporated under the laws of Sri Lanka having its principal place of business at "Parkland", 17th Floor, 33 Park Street, Colombo 02, Sri Lanka respectively. (hereinafter called "the Contractor"). The leading partner of the Joint Venture is the **Mitsubishi Corporation** as authorized by the other partners of the Joint Venture.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *under JICA Loan No SL-P 106 Habarana Veyangoda Transmission Project Lot B Transmission Lines ICB No PD/TCO/FST/8/13* ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

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Article 1.**Contract
Documents****1.1 Contract Documents (Reference GC Clause 2)**

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement and the Appendices hereto, including the minutes of contract negotiation meeting held on 14th October, 2016
2. Performance Security
3. Letter of Acceptance dated 4th October, 2016 and its acknowledgement dated 07th October, 2016
4. The Power of Attorney given by the contractor to authorize the personnel to represent the company for signing the Contract.
5. The Letter of Price Bid and final price schedule after discounts and Arithmetic corrections
6. Particular Conditions of Contract in Volume 7 of 7 of Bid Documents issued to the Bidders
7. General Conditions of Contract in Volume 7 of 7 of Bid Documents issued to the Bidders.
8. Contractor's submission of Clarifications dated 25th January 2016 for the clarifications sought by CEB dated 14th January 2016
9. Clarifications sets 1 to 6 issued to the Bidders
10. Minutes of the pre bid meeting.
11. Complete set of Bid Documents Volume 1 to 7 including Technical Specifications, General Specifications and Drawings in the Employer's Requirements except for the Particular conditions of contract and General conditions of contract mentioned in above items 6 and 7
12. Any other documents forming part of the Employer's Requirements
13. The letter of the Technical Bid and the techno commercial Bid submitted by the Contractor on 2nd December, 2015 including technical Particulars and Guarantees.
14. Other completed Bidding Forms submitted with the Bid
15. Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

1.2 Order of Precedence (Reference GC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

**Article 2. Contract
Price and Terms
of Payment**

2.1 Contract Price (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: Japanese Yen *one billion seven hundred eighty two million six hundred forty two thousand three hundred two (JPY 1,782,642,302) plus USD twenty three million three thousand five hundred sixty & cents sixty one (USD 23,003,560.61) plus Sri Lankan Rupees one billion seven hundred sixty four million thirty nine thousand four hundred nineteen & cents twenty seven (LKR 1,764,039,419.27)* as specified in Price Schedule No. 5 (Grand Summary). Also provision for provisional sums of JPY 100 Million + LKR 100 Million & 10% Contingency. Contract price adjusted (increased or decreased) on the basis of actual quantity of each item supplied and installed multiplied by the rate for the relevant item given in the Schedules of Rates and Prices, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of *Japanese Yen one billion six hundred four million three hundred seventy eight thousand seventy one (JPY 1,604,378,071) plus USD twenty million seven hundred three thousand two hundred four & cents fifty four (USD 20,703,204.54)*; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

Article 3. **Effective** 3.1 Effective Date (Reference GC Clause 1)

Date

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (02) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4.
Communications

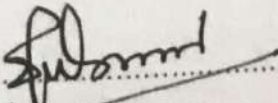
- 4.1 The address of the Employer for notice purposes, pursuant to GC 4.1 is: *Project Manager (HVTP), 2nd Floor, GOBA Building, Colombo 2*
- 4.2 The address of the Contractor for notice purposes, pursuant to GC 4.1 is: *Ceylex Engineering (Pvt) Ltd., "Parkland", 17th Floor, 33 Park Street, Colombo 02.*

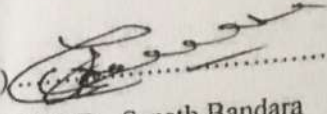
Article 5.
Appendices

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

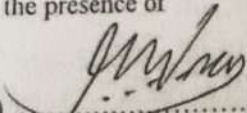
IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

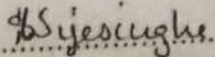
Signed by, for and on behalf of the Employer

(1) 
W A Gamini Wanasekara
Vice Chairman, Ceylon Electricity Board

(2) 
W R G Sanath Bandara
Working Director, Ceylon Electricity Board

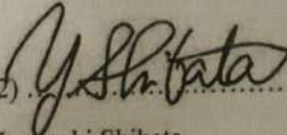
in the presence of

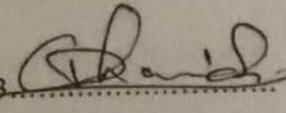
(1) 
M. N. Susantha Perera
DCM (Transmission Project)
Name & Designation

(2) 
W.M.S.D. Wijesinghe
CE (Tr. Design)
Name & Designation

Signed by, for and on behalf of the Contractor

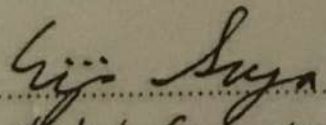
(1) 
Yoshinori Katayama.
Division Chief Operating
Officer, Mitsubishi
Corporation, Tokyo , Japan

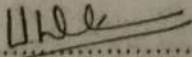
(2) 
Yasuyuki Shibata
General Manager, Global Marketing
& Project Management Dept.
J-Power Systems Corporation,
Japan

(3) 
H.D. Chaminda
Chief Executive Officer
Ceylex Engineering (Pvt)
Ltd, Sri Lanka



in the presence of

(1) 
U. C. T. Wimalasinghe
Name & Designation

(2) 
U. C. T. Wimalasinghe
Name & Designation

Contract Agreement

THIS AGREEMENT is made and entered into at **Colombo, Sri Lanka** on the **19th day of September 2017** by and

BETWEEN

(1) **Ceylon Electricity Board**, a corporation incorporated under the laws of Sri Lanka and having its principal place of business at No 50, Sir Chittampalam A Gardiner Mawatha, Colombo 2, Sri Lanka (hereinafter called "the Employer"), and (2) **Siemens Limited, India** a corporation incorporated under the laws of India, having its principal place of business at Birla Aurora, Level 21, Plot No 1080, Dr. Annie Besant Road, Worli, Mumbai - 400030, India. (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *under JICA Loan No SL-P 106 Habarana Veyangoda Transmission Line Project Lot A Substations ICB No PD/TCO/FST/8/12* ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1.

1.1 Contract Documents (Reference GC Clause 2)

Contract Documents

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement and the Appendices hereto, including the minutes of contract negotiation meeting held on 19th July, 2017
2. Performance Security



3. Letter of Acceptance dated 30th June, 2017 and its acknowledgement dated 04 July, 2017
4. The Power of Attorney given by the contractor to authorize the personnel to represent the company for signing the Contract.
5. The Letter of Price Bid and final price schedule after discounts and Arithmetic corrections
6. Particular Conditions of Contract in Volume 8 of 8 of Bid Documents issued to the Bidders
7. General Conditions of Contract in Volume 8 of 8 of Bid Documents issued to the Bidders.
8. Contractor's submission of Post Bid Clarifications dated 20th October 2016 for the Post Bid clarifications sought by CEB dated 6th October 2016
9. Clarifications sets 1 to 16 issued to the Bidders
10. Minutes of the pre bid meeting.
11. Complete set of Bid Documents Volume 1 to 8 including Technical Specifications, General Specifications and Drawings in the Employer's Requirements except for the Particular conditions of contract and General conditions of contract mentioned in above items 6 and 7
12. Any other documents forming part of the Employer's Requirements
13. The letter of the Technical Bid and the techno commercial Bid submitted by the Contractor on 24th August, 2016 including technical Particulars and Guarantees.
14. Other completed Bidding Forms submitted with the Bid
15. Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

1.2 Order of Precedence (Reference GC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1)

Contract Agreement HVTLF Lot A

Page 2 of 33

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Article 2.
Contract Price
and Terms of
Payment

2.1 Contract Price (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *USD seventeen million two hundred thirty nine thousand fifty four and cents fifty two (USD 17,239,054.52) plus Sri Lankan Rupees seven hundred ninety six million five hundred twenty nine thousand four hundred sixty and cents seventeen (LKR 796,529,460.17)* as specified in Price Schedule No. 6 (Grand Summary). Also provision for provisional sums of USD three hundred thousand (USD 300,000) + LKR twenty million (LKR 20,000,000.00) & 10% Contingency or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of *USD fifteen million five hundred fifteen thousand one hundred forty nine & cents seven (USD 15,515,149.07)*; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GC 11.2 or with any of the other terms



of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

Article 3.

Effective Date

3.1 Effective Date (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
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Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2** If the conditions listed under 3.1 are not fulfilled within two (02) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4.

Communications

- 4.1** The address of the Employer for notice purposes, pursuant to GC 4.1 is: *Project Manager (HVTLP), No 83/4, Dharmapala Mawatha, Colombo 2*

- 4.2** The address of the Contractor for notice purposes, pursuant to GC 4.1 is: *Siemens Limited, Plot 6A, Sector 18, Maruti Industrial Area, HUDA, Gurgaon – 122 015, Haryana, India*

Article 5.


Appendices


- 5.1** The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

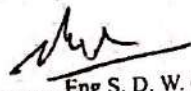
IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

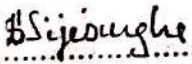
Signed by, for and on behalf of the Employer

(1) 
Mr. W. B. Ganegala
Chairman, Ceylon Electricity Board

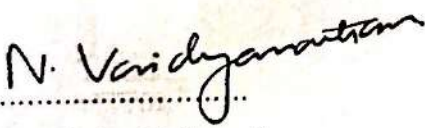
(2) 
Mr. W.A.C. Wanasekara
Vice Chairman, Ceylon Electricity Board


in the presence of

(1) 
Eng S. D. W. Gunawardana
Additional General Manager (Projects)
Ceylon Electricity Board
Name & Designation

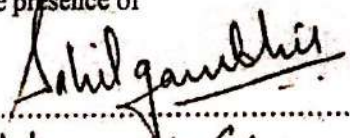
(2) 
W. M. S. D. Wijesinghe
C.E.C.B. Designl.
Name & Designation


Signed by, for and on behalf of the Contractor

(1) 
Mr. Narasimhan Vaidyanathan
Vice President - Transmission Solutions
Siemens Ltd, India
Passport No. Z 3933903

(2) 
Mr. Milind Mahadeo Wasekar
Chief Manager
Siemens Ltd, India
Passport No. Z 1885734

in the presence of

(1) 
Sahil Gambhir
Manager (SIEMENS)
Name & Designation

(2) 
M. MANAGER
Name & Designation

