

Puttalam Coal  
Power Plant (Phase II)

**Application to receive Information under the Right to Information Act No.12 of 2016.**  
**Puttalam Coal Power Project – Phase II**

I herewith forward you the following details to that requested under the above heading for Puttalam Coal Power Project - Phase II.

**Item B - Puttalam Coal Power Project - Phase II.**

- i) China Machinery Engineering Corporation (CMEC) was awarded the contract to construct the Puttalam Coal Power Project – Phase II.
- ii) A copy of the Contract Agreement is attached herewith as Annex 01.
- iii) The agreement has been signed on 29<sup>th</sup> June 2009 and the documents prior to that date are not available with us.
- iv) The agreement has been signed on 29<sup>th</sup> June 2009 and the documents prior to that date are not available with us.
- v) The agreement has been signed on 29<sup>th</sup> June 2009 and the documents prior to that date are not available with us.

  
18/07/2019

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

# PHASE II 2X300MW PUTTALAM COAL POWER PROJECT CONTRACT AGREEMENT

Contract No. PCPP/CANC/2009/01

This CONTRACT AGREEMENT is made and entered into, at Colombo, on this 29th day of June of Two Thousand Nine, by and between the **CEYLON ELECTRICITY BOARD OF SRI LANKA** established under Act No.17 of 1969 and having its registered office at 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 2, in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as "the Employer" which term or expression as herein used shall, where the context so requires or admits, mean and include the said Ceylon Electricity Board, its successors and permitted assigns) of the ONE PART and the **CHINA NATIONAL MACHINERY & EQUIPMENT IMPORT & EXPORT CORPORATION**, a 100% state-owned corporation created and duly organized under the Laws of the People's Republic of China, a company having its principal office at No. 178, Guang An Men Wai Street, Xuanwu District, Beijing 100055, People's Republic of China, (hereinafter called and referred to as "the Contractor" which term or expression as herein used shall, where the context so requires or admits, mean and include the said China National Machinery & Equipment Import & Export Corporation, its successors and permitted assigns) of the OTHER PART.

WHEREAS the Employer requires the Contractor to construct Phase II 2X300MW Coal Power Project at Norochcholai, Puttalam (hereinafter referred to as "the Works") and has accepted a proposal by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW IT IS AGREED as follows:

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

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Handwritten signature in the center of the page.

Project Director  
Puttalam Coal Power Project

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :

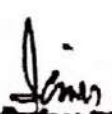
- I. The Contract Agreement
- II. Part II: Particular Conditions of the Contract including Appendixes
- III. Part I: General Conditions of the Contract
- IV. Addenda (if any)
- V. Technical Documents
- VI. The Memorandum of Understanding (MOU) dated 30th August, 2005

Priority of contract documents will be in the order given above. If any discrepancy or contradiction occurs between the documents, the amendment and addendum latest in point of time concluded between the Parties shall take precedence.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the design, execution and completion of the Works and the remedying of defects therein, the final 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.
5. The Contract Price is US Dollars 891,000,000 (Say: United States Dollars Eight Hundred and Ninety One Million Only).
6. The Contractor agreed to consider subcontracting part of the construction work of the transmission line and substations to a qualified local subcontractor acceptable to the Employer.
7. The final formats of all Bank Securities shall be in accordance with the formats of Phase I Puttalam Coal Power Project.
8. This Contract shall come into full force and effect on the date when all the following conditions are satisfied:
  - (a) This Contract Agreement with the Conditions of Contract and other documents listed above initialed by both parties, has been signed.

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2.

  
Senior Project Director  
Puttalam Coal Power Project

- (b) Loan Agreement between the Government of Sri Lanka and the Export-Import Bank of China has been signed.
- (c) The Contractor has submitted a Bank Security issued by the EXIM Bank of China in an amount equal to the Down Payment to be paid by the Employer.
- (d) The Contractor has received from the Employer the Down Payment specified in the Sub-Clause 14.2.1 of the Particular Conditions.
- (e) The Project has been approved by the Government of the People's Republic of China.

The last accomplishment date of the items mentioned above shall be the Effective date of the Contract.

9. The Time for Completion shall be within a period of 1278 days from the Commencement Date of this Contract to the Date of Taking-Over for Section 1, and 1460 days for Section 2, unless extension of time is allowed as per Sub-Clause 8.4 [Extension of Time for Completion] and Sub-Clause 13 [Variations and Adjustments].

The Time for Completion of the Section 3 shall be 1278 days from the Commencement Date of this Contract to the Date of Taking-Over, except for the breakwater for which it shall be 1460 days, unless extension of time is allowed as per Sub-Clause 8.4 [Extension of Time for Completion] and Sub-Clause 13 [Variations and Adjustments].


The Time for Completion for Section 4 shall be 1278 days from the Commencement Date of this Contract to the Date of Taking-Over, unless extension of time is allowed as per Sub-Clause 8.4 [Extension of Time for Completion] and Sub-Clause 13 [Variations and Adjustments].

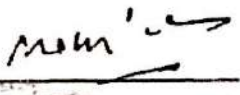
The Time for Completion of Section 5 shall be 1460 days, from the following dates whichever occurs later:

- a. Commencement Date.
- b. The date when the Employer obtained the Right of Way for the whole transmission line and the clearance for 50% of tower foundation sites so that the Contractor can carry out foundation construction activities within TLC without any hindrance.

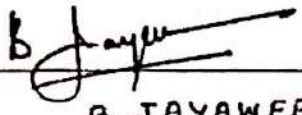
IN WITNESS WHEREOF the said CEYLON ELECTRICITY BOARD and CHINA NATIONAL MACHINERY & EQUIPMENT IMPORT & EXPORT CORPORATION have caused their respective seals affixed hereunto and to one other of the same tenor and date as herein before mentioned.

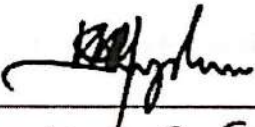
SIGNED AND DELIVERED  
by the CEYLON ELECTRICITY BOARD

1.   
E.A.S.K. Edirisinghe  
Chairman, Ceylon Electricity Board

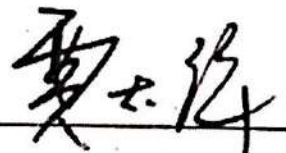
2.   
B.A. Galwatta  
Member-Ceylon Electricity Board

In the presence of:

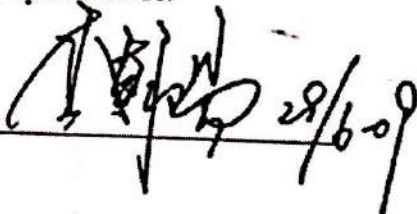
1.   
B. JAYAWEERA.

2.   
K. S. P. JAYAWARDENA

SIGNED AND DELIVERED  
by the CHINA NATIONAL MACHINERY & EQUIPMENT IMPORT & EXPORT CORPORATION

1.   
Jia Zhiqiang  
President  
China National Machinery & Equipment Import & Export Corporation

In the presence of:

1.  28/6-09

2. 