

**Extension of Southern Expressway from  
Wetiya to Andarawewa  
Section 3  
(Hambanthota Hub Development Project)**

**Extension of Southern Expressway from Matara to Hambanthota  
Section 3 from Wetiya to Andarawewa ( Hambanthota Hub Development  
Project)**

**Contract No:RDA/RNIP/HH/01**

1. Name of the company was awarded the contract –  
Contractor - China State Construction Engineering Corporation Ltd  
Consultant – China Railway First Survey and Design Institute
2. Contract Agreements – copies of following documents are attached as annex 01 & 02

Annex D

## Contract Agreement

THIS AGREEMENT made on the <sup>07</sup> day of February 2013, between the Road Development Authority (RDA), (an authority incorporated under the Road Development Authority Act No. 73 of 1981 as amended through Act No.37 of 2009 of Sri Lanka and having its Head Office on the 1<sup>st</sup> Floor, "Sethsiripaya", Battaramulla, Sri Lanka (hereinafter called "The Employer"), which term means and includes the said RDA, its successors, assigns and liquidators represented by the Director General, Road Development Authority of the one part, and China State Construction Engineering Corporation Ltd., No.15, Sanlihe Road, Haidian District, Beijing, China. (hereinafter referred to as "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works, known as **Hambantota Hub Development Project Contract Package No. RDA/RNIP/HH/01** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

| Component Reference No.   | Description   | Section (km) | Amount (SLR)             |
|---------------------------|---|--------------|--------------------------|
|                           | Preliminaries   |              | 1,958,668,440.00         |
| RDA/RNIP/HH/01/HR6 & HR10 | Sooriyawewa - Galwewa Junction Moraketiya - Embilipitiya Road | 18.28        | 5,836,698,630.00         |
| RDA/RNIP/HH/01/HR21       | Ranna - Wetiya Road   | 16.15        | 7,161,744,390.00         |
| RDA/RNIP/HH/01/HR8 & HR19 | Wetiya - Sooriyawewa - Andarawewa Road                        | 18.53        | 9,447,774,795.00         |
| RDA/RNIP/HH/01/F1         | Flyover - F1  |              | 1,985,485,910.00         |
| RDA/RNIP/HH/01/F2         | Flyover - F2  |              | 1,551,316,426.70         |
|                           | Provisional Sum Price Escalation 8%                           |              | 2,235,335,087.34         |
|                           | Contingencies   |              | 1,397,076,320.96         |
|                           | <b>Total</b>  | <b>52.96</b> | <b>31,574,100,000.00</b> |

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to.
2. The following documents, listed in the order of priority, shall be deemed to form and be read and construed as part of this Agreement.
  - a) The Contract Agreement
  - b) The Letter of Acceptance
  - c) The Letter of Tender
  - d) Appendix to Tender
  - e) The Particular Conditions
  - f) The General Conditions of Contract
  - g) Technical Specification – Special Provisions and Appendix to Special Provisions
  - h) The Standard Specification
  - i) The Drawings
  - j) The Preamble to the Bill of Quantities
  - k) The Priced Bill of Quantities and Schedules

000002



## Supplementary Agreement

This Supplementary Agreement made on this 23<sup>rd</sup> day of August Two Thousand Thirteen between the Road Development Authority (RDA), an authority incorporated under the Road Development Authority Act No: 73 of 1981 as amended through Act No: 37 of 2009 of Sri Lanka and having its Head Office at Sethsiripaya, Battaramulla, Sri Lanka (hereinafter referred to as RDA, which term means and includes the said RDA, its successors, assigns and liquidators) on the one part and China State Construction Engineering Corporation Ltd. having its Head Office at No. 15, Sanlihe Road, Haidian District, Beijing, China and a Branch Office in Sri Lanka at 155, Dharmapala Mawatha, Colombo 7 (hereinafter referred to as CSCEC, which term means and includes the said CSCEC, its successors, assigns and liquidators) of the other part.

WHEREAS, The Parties have entered into a Contract Agreement dated 7<sup>th</sup> February 2013 for the execution of works on Contract No. RDA/RNIP/HH/01 for the Hambantota Hub Development Project.

AND WHEREAS, The Parties are desirous of amending this Agreement dated 7<sup>th</sup> February 2013 to incorporate amendments pertaining to the change of scope to accommodate the execution of the Extension to the Southern Expressway.

AND WHEREAS, The Parties wish to identify the section from Wetiya to Andarawewa in the Extension of the Southern Expressway also known as Section III of the Extension of the Southern Expressway hereinafter referred to as Section III of ESE.

AND WHEREAS, The Parties further wish to identify the components of the Hambantota Hub Development Project pertaining to the Original Agreement namely Sooriyawewa - Galwewa Junctions - Moraketiya - Embilipitiya Road, Ranna Wetiya Road, Wetiya - Sooriyawewa - Andarawewa Road, Flyover 1 and Flyover 2 hereinafter referred to as HR 6 & HR 10, HR 21, HR 8 & HR 19, F1, F2 respectively.

AND WHEREAS, The Parties also further wish to identify the Interchanges in Section III of ESE as I<sub>1</sub> & I<sub>2</sub>.

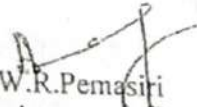
AND WHEREAS, the Parties wish to amend the scope of flyovers F1 and F2 of the Original Agreement to Interchanges I<sub>1</sub> & I<sub>2</sub> to be compatible with Expressway Construction.

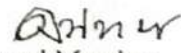
AND WHEREAS, the Parties wish to execute Section III of ESE from Wetiya to Andarawewa including I<sub>1</sub> & I<sub>2</sub> in a distance of 15 km instead of HR 8 & HR 19, F1 and F2.

- (iii) that the Sub Clause 8.7 – Maximum Amount of Delay Damages in the Appendix to Tender pertaining to the Original Agreement is duly amended as 5% of the Final Contract Price.
- (iv) that the Sub Clause 10.1 – Sectional Taking Over in the Appendix to Tender pertaining to the Original Agreement is duly amended to reflect only Sooriyawewa, Galwewa Junction, Moreketiya – Embilipitiya Road and Ranna – Wetiya Road.
- (v) that the Sub Clause 14.2 – Advance Payment in the Appendix to Tender pertaining to the Original Agreement is duly amended as follows:
  - (a) Total Advance Payment – 20%
  - (b) Number and timing of instalments – Three and as in Particular Conditions of Contract
  - (c) Currencies and proportions - Either
    - 5% in SLR + 15% in currency of loan
    - OR
    - 20% in currency of loan if total contract is funded through the loan
- (vi) that the Contract Amount will be paid either in United States Dollars (US \$) or in RMB (Yuan) depending on the loan availability from the EXIM Bank of China in one of these two currencies.
- (vii) that the Accepted Contract Amount of Rupees 31,574,100,000.00 shall be deemed to consist of two separate sums of Rupees 28,735,219,677.83 in respect of Section III of ESE and Rupees 2,838,880,322.17 for HR 6 & 10 and HR 21 for purposes of administration of the Contract.
- (viii) that in the event of a requirement of rates for which zero quantities are reflected in the Bill of Quantities for HR 21, HR 6 & HR 10, rates shall be obtained from the redundant BOQ of these roads.
- (ix) that the currency conversion rate applicable in respect of Sub Clause 14.15 shall be 01 ~~US \$ = SLR 125.03~~ and 01 ~~RMB (Yuan) = SLR 20.201~~, rates which prevailed on 4<sup>th</sup> May 2012.
- (x) that the documents pertaining to the Original Agreement dated 7<sup>th</sup> February 2013 would be applicable to HR 6 & HR 10 and HR 21.
- (xi) that there will be no consequential claim whatsoever from either party arising out of this change of Scope.
- (xii) that in this Supplementary Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents as applicable.

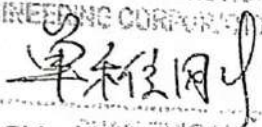
(xiii) that all documents and correspondence exchanged to date in respect of contract No: RDA/RNIP/HH/01 be equally applicable mutatis mutandis to this Supplementary Agreement save in respect of the documents applicable to the Change of Scope as indicated in (i) and (ii) above.

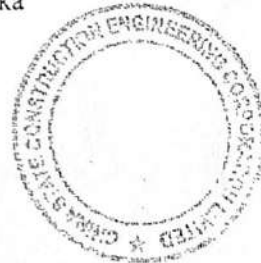
IN WITNESS WHEREOF the Authorized Representative of CSCEC on behalf of China State Construction Engineering Corporation Ltd. in accordance with the powers vested in him and the Chairman, Road Development Authority have caused this Supplementary Agreement executed in accordance with the Laws of Sri Lanka and set their hands hereto and their common seals been affixed hereto and two others of the same tenor and date as these presents at Battaramulla on the date hereinbefore mentioned.

  
R.W.R. Pemasiri  
Chairman  
Road Development Authority  
**R. W. R. PEMASIRI**  
Acting Chairman  
Road Development Authority


  
Board Member  
Road Development Authority  
**O. RATHNAWEERA**  
Working Director &  
Board Member  
On behalf of Road Development Authority  
Road Development Authority

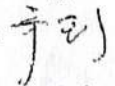
CHINA STATE CONSTRUCTION  
ENGINEERING CORPORATION LIMITED

  
SHAN ZHIGANG  
Authorized Representative of CSCEC  
in Sri Lanka



on behalf of CSCEC

Date: 23/8/2013  
Witnessed by:   
Name: Eng. R. M. Ganini  
Project Director (RNIP-PMU)  
Road Development Authority  
No. 74, Kaduwela Road,  
Battaramulla

Date: 23/Aug/2013  
Witnessed by:   
Name: YUH HENG



AMMEX 02

## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on this 3rd day of December, 2014, between, on the one hand, Road Development Authority (hereinafter called the "Client") and, on the other hand, China Railway First Survey & Design Institute Group Co., Ltd. of No:2, Xiyang Road, Xi'an City, Shaanxi Province, P.R. China (hereinafter called the "Consultant").

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

- (a) The Letter of Acceptance
- (b) The General Conditions of Contract;
- (c) The Special Conditions of Contract;
- (d) Minutes of Negotiations.
- (e) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Personnel and Sub-Consultants

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Client

Appendix F: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:


- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. The Client, in the event of Loan Agreements are not entered into between the GOSL and the Bank extending the loan for financing either for Civil works or the Consultancy Services, would compensate the Consultants in respect of Services provided by them upon signing of this Agreement, supported by proper and adequate documentary evidence etc.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day, month and year first above written.

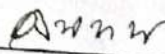
For and on behalf of  
Road Development Authority

For and on behalf of  
China Railway First Survey &  
Design Institute Group Co., Ltd

  
Chairman **R. W. R. PEMASIRI**  
Actg. Chairman,  
Road Development Authority

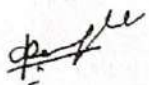
  
[Authorized Representative]  
**Mr. Zhu Liheng**  
Passport No. G 49271577/No. P012612/0




  
Board Member  
**O. RATHNAWEERA**  
Working Director &  
Board Member  
Road Development Authority

In the presence of  
Witness

In the presence of  
Witness

  
**Eng. R. M. Gamini**  
Project Director (RNIP-PMU)  
Road Development Authority  
No. 74, Kaduwela Road,  
Battaramulla

  
**Mr. Han Dong**  
Passport No. E 15522373