

**Information relating to GPD&EEIP-TR2**

	Description	Name of the Contractor (i)	Official copy of the signed contract (ii)	Procurement Procedure (iii)	Duration of the bidding process to select the contractor (iv)
<b>Green Power Development and Energy Efficiency Improvement Investment Project (Tranche II)</b>					
1	Package 1 Lot A- Hambanthota 220 kV development	Chint Electric Co., Ltd	Annex 1	ICB	420 days
2	Package 1 Lot B - New Polpitiya -Hambantota 220kV, 150 km Transmission Line	China National Cable Engineering Corporation	Annex 2	ICB	399 days
3	Package 2 Lot A - Construction of Nadukuda 220/33 kV Grid Substation and Augmentation at Mannar 220/33 kV Grid Substation	SIEMENS Ltd, India	Annex 3	ICB	427 days
4	Package 2 Lot B1 - Mannar Nadukuda 220kV, 30 km Transmission Line	KEC International Limited, India	Annex 4	ICB	279 days
5	Package 2 Lot B2 - Padukka-Horana 132kV,25km Transmission Line and 2nd circuit stringing of Habarana-Valachchenai 132 kV Transmission Line	China National Electric Engineering Co., Ltd	Annex 5 Annex 6	ICB	454 days
6	Package 3 Lot A1-Construction of Colombo B GSS, Single In & Out connection from Colombo C-Kolonnawa 132kV 800sqmm Cable & Augmentation of Colombo C & Kolonnawa GSS	Hyosung Heavy Industries Cooperation	Annex 7	ICB	364 days
7	Package 3 Lot A2-Augmentation of Kotugoda,Kolonnawa ,Padukka,Horana,Dehiwala & Madampe GSS	ABB India Ltd	Annex 8 Annex 9	ICB	517 days
8	Package 3 Lot B-Construction of Biyagama 220/33kV GSS & Augmentation of Biyagama GSS	ABB India Ltd	Annex 10	ICB	421 days

(v) These projects have been identified under the Transmission Expansion Plan

*MZMF*  
*20/10/2018*

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

*Green Energy Improvement Investment Project (Tranche II)*

## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 04<sup>th</sup> day of the month of July Two Thousand Eighteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) Chint Electric Co., Ltd a company incorporated under the laws of P.R. China, with registered office at No. 3555, Sixian Road, Songjiang District, Shanghai 201614, P.R. China (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 1: Lot A, Construction of Hambantota 220/132kV Grid Substation and Augmentation of 132/33kV Hambantota Grid Substation referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIP2-1A ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1 Contract Documents

#### 1.1 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:

- a) The Contract Agreement and the Appendices hereto
- b) The Letter of Acceptance dated May 28, 2018 and its acknowledgement dated May 30, 2018
- c) Performance Security for this contract
- d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- e) Arithmetically corrected Price Schedule
- f) Clarifications Requested by the Employer and replies for clarifications by the Bidder
- g) The complete set of your offer submitted for Technical proposal (Volume 01 to Volume 08) and Price proposal dated June 08, 2017
- h) Clarifications requested by the bidders and answers for the clarifications issued by the Employer
- i) Minutes of Pre-Bid meeting held on May 04, 2017
- j) Duly signed complete set of Bidding Documents, Volume 1 of 8 to Volume 8 of 8

## 1.2 Order of Precedence

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

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

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: **United State Dollars Nine Million Two Hundred Twenty One Thousand Nine Hundred Thirty Cents Ninety Three (USD 9,221,930.93) plus Sri Lankan Rupees Four Hundred Thirty Six Million Eight Hundred Twenty Seven Thousand Two Hundred Ninety Two Cents Twenty Six (LKR 436,827,292.26)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

### 2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of **United State Dollars Eight Million Seventy One Thousand Five Hundred Eleven Cents Ninety One (USD 8,071,511.91)** 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 GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

WHEREOF the Employer and the Contractor have entered this Agreement to be duly

**Article 3 Effective Date**

**Effective Date**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is:

Project Manager (GPDEEIP-TR2, P1 & P2), Ceylon Electricity Board, No. 318, Avariwatta Road, Wattala, Sri Lanka

**4.2** The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

Project Manager, Chint Electric Co., Ltd, No. 3555, Sixian Road, Songjiang District, Shanghai 201614, P.R. China

**Article 5. Appendices**

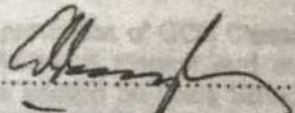
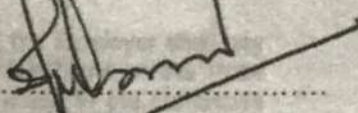
**5.1** The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

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

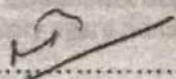
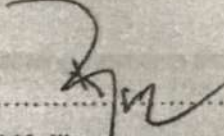
- Appendix 1 - List of Major Items of Work
- Appendix 2 - Price Schedule
- Appendix 3 - Insurance
- Appendix 4 - Force Majeure
- Appendix 5 - List of Major Items of Work
- Appendix 6 - Scope of Work and Supply by the Contractor
- Appendix 7 - List of Documents for Submission
- Appendix 8 - Functional Guarantee

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.

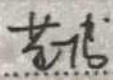
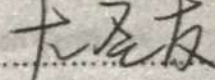
Signed by, for and on behalf of Ceylon Electricity Board,

1. Signature : 	2. Signature : 
Name : W.B. Ganegala	Name : W.A. Gamini Wanasekara
Designation : Chairman, CEB	Designation: Vice Chairman, CEB

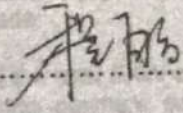
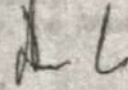
In the presence of

1. Signature : 	2. Signature : 
Name : M.K.C.N.K. Amarasiri (Mrs.)	Name : H.K. Illeperuma
Designation : Actg. AGM (Projects)	Designation: PD (GPDEEIP-TR2), CEB

Signed by, for and on behalf of Chint Electric Co., Ltd,

1. Signature : 	2. Signature : 
Name : Dong Bo	Name : Zuo Shengyou
Designation : Head of Asia Pacific&CIS, CHINT	Designation : Sales Supervisor, CHINT

In the presence of

1. Signature : 	2. Signature : 
Name : Cheng Hao	Name : B.H.P. Perera
Designation : Contractor's Representative, CHINT	Designation : Local Representative, CHINT

#### APPENDICES

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees



# CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 02nd day of the month of May Two Thousand Eighteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 540, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) China National Cable Engineering Corporation a company incorporated under the laws of P.R. China, with registered office at No.2, Tuanjiehu Beilu, Chaoyang District, Beijing, P.R. China and having its principle place of business at Room 324, Xingdongnan Building, No.2, Weizikeng Street, Fengtai District, Beijing, 100079, P.R. China (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 1: Lot B, Construction of New Polpitiya - Hambantota 220kV Transmission Line Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIIIP2-1B ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

## Article 1 Contract Documents

### 1.1 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:

- a) The Contract Agreement and the Appendices hereto
- b) The Letter of Acceptance dated March 15, 2018 and its acknowledgement dated March 16, 2018
- c) Performance Security for this contract
- d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- e) Arithmetically corrected Price Schedule
- f) The complete set of your offer submitted for technical proposal (Volume 01 of 03 to Volume 03 of 03) and price proposal, dated April 26, 2017
- g) Clarifications requested by the bidders and answers for the clarifications issued by the Employer
- h) Minutes of pre-bid meeting held on March 09, 2017
- i) Duly signed complete set of Bidding Documents, Volume 1 of 8 to Volume 8 of 8

## 1.2 Order of Precedence

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

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

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: **United State Dollars Thirty Two Million Three Hundred and Eleven Thousand Seven Hundred and Ninety Eight and Cents Sixty Two (USD 32,311,798.62) plus Sri Lankan Rupees Eight Hundred and Eight Million Two Hundred and Ninety Thousand Five Hundred and Eighty Four and Cents Fourteen (LKR 808,290,584.14)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

### 2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 **United State Dollars Twenty Million Six Hundred and Two Thousand Seven Hundred and Sixty Three and Cents Forty Four (USD 20,602,763.44)** 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 GCC 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**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is:

Project Manager (GPDEEIP-TR2, P1 & P2), Ceylon Electricity Board, No. 318, Avariwatta Road, Wattala, Sri Lanka

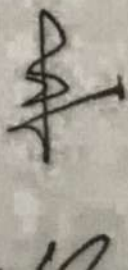
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

Project Manager, China National Cable Engineering Corporation, Room 324, Xingdongnan Building, No.2, Weizikeng Street, Fengtai District, Beijing, 100079, P.R. China

**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.

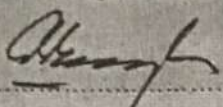
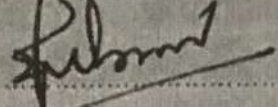
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.



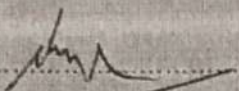
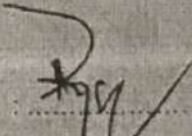


IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

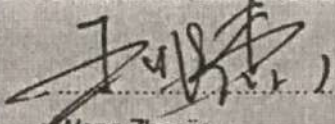
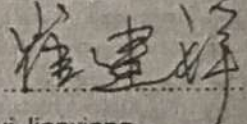
Signed by, for and on behalf of Ceylon Electricity Board,

1. Signature : 	2. Signature : 
Name : W.B. Ganegala	Name : W.A. Gamini Wanasekara
Designation : Chairman, CEB	Designation : Vice Chairman, CEB

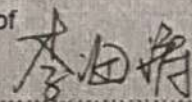
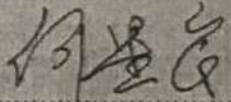
In the presence of

1. Signature : 	2. Signature : 
Name : S.D.W. Gunawardana	Name : H.K. Illeperuma
Designation : AGM (Projects), CEB	Designation : PD (GPDEIIP-TR2), CEB

Signed by, for and on behalf of China National Cable Engineering Corporation,

1. Signature : 	2. Signature : 
Name : Wang Zhaojie	Name : Cui Jianxiang
Designation : Chairman, CCC	Designation : General Manager, CCC

In the presence of

1. Signature : 	2. Signature : 
Name : Li Haitao	Name : He Xingliang
Designation : GM of Engineering Dept I, CCC	Designation : GM of Technical Quality Dept, CCC



#### APPENDICES

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
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- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees

# CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 06th day of the month of December Two Thousand Seventeen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) Siemens Ltd a company incorporated under the laws of India, with registered office at 8th Floor, Birla Aurora, Level 21, Plot No: 1080, Dr Annie Besant Road, Worli, Mumbai-400030, India (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 2: Lot A Construction of Nadukuda 220/33kV Grid Substation & Augmentation of Mannar 220/33kV Grid Substation referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIP2-2A ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**  
**Contract**  
**Documents**

**1.1 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:

- (a) This Contract Agreement and the Appendices hereto
- (b) The Letter of Acceptance & its Acknowledgement
- (c) Letter form the contractor for change in registered office address
- (d) Performance Security for this Contract
- (e) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- (f) Arithmetically corrected Price schedule
- (g) Clarifications Requested by the Employer and replies for clarifications by the Bidder.
- (h) The complete set of your offer (File 01 of 14 to File 12 of 14) submitted for Technical proposal and Price proposal (File 13 of 14) dated October 05, 2016.
- (i) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
- (j) Minutes of Pre-Bid meeting held on August 15, 2016.
- (k) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8 (File 14 of 14)

1.2 **Order of Precedence**

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**

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**

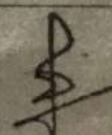
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: **United State Dollars Eleven Million Nine Hundred and One Thousand One Hundred and Sixty Seven and Cents Thirty Two (USD 11,901,167.32) plus Sri Lankan Rupees Nine Hundred and Thirty Two Million Nine Hundred and Three Thousand Eighty One and Cents Fifty Seven (LKR 932,903,081.57)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Terms of Payment**

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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: **United State Dollars Ten Million Four Hundred and Ninety Six Thousand Eighty Two Cents Eighteen (USD 10,496,082.18)** 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 GCC 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**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is:

Project Manager (GPDEEIP-TR2 P1& P2), Ceylon Electricity Board, No 318, Avariwatta Road, Wattala, Sri Lanka

- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

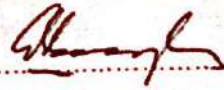
Project Manager, Siemens Ltd,  
45, Barnes Place,  
Colombo - 07

**Article 5.  
Appendices**

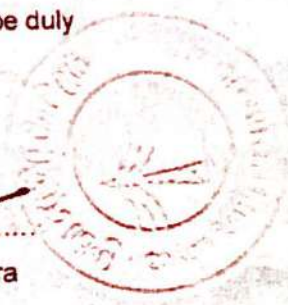
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WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

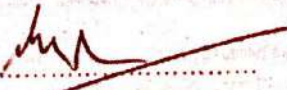
Signed by, for and on behalf of Ceylon Electricity Board,

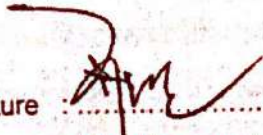
1. Signature :   
Name : W. B. Ganegala  
Designation : Chairman, CEB

2. Signature :   
Name : W.A. Gamini Wanasekara  
Designation: Vice Chairman, CEB



In the presence of

1. Signature :   
Name : S.D.V. Gunawardana  
Designation: Additional Chief Manager (Projects)  
Ceylon Electricity Board

2. Signature :   
Name : H.K. Illeperuma  
Designation: PD (GPDEIIP- TR2)


Signed by, for and on behalf of Siemens Ltd,

1. Signature :   
Name : Gautam Bothra  
Designation : Chief Manager -EM TS BA

2. Signature :   
Name : Milind Mahadeo  
Designation : Chief Manager -EM TS

In the presence of

1. Signature :   
Name : Rajeev Madhavan  
Designation : Manager -EM TS

2. Signature:   
Name : Rajesh Hegde  
Designation : Manager -EM TS



**APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees

# CONTRACT AGREEMENT

AGREEMENT is made and entered into at Colombo on the 02nd day of the month of June Two and Seventeen, by and BETWEEN

Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) KEC International Limited a company incorporated under the laws of India, with registered office at RPG House, 1st Floor, 463, Dr. Annie Besant Road, Worli, Mumbai - 400030, India and having its principle place of business at 8th Floor, Building 9A, DLF City Phase- III, Gurgaon-122002, Haryana, India (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI - Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 2: Construction of Mannar - Nadukuda 220kV Transmission Line Project referred to ICB No. CONTRACT/2016/ICB/GPDEEIP2-2B1 ("the Facilities") and the Contractor have agreed to such agreement upon and subject to the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED as follows:

## 1.1 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:

- (a) The Contract Agreement and the Appendices hereto.
- (b) The Letter of Acceptance dated March 31, 2017 and its acknowledgement dated April 06, 2017.
- (c) Performance Security for this contract.
- (d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- (e) Arithmetically corrected Price schedule
- (f) The complete set of your offer submitted for Price proposal and Technical proposal (Volume 01 of 04 to Volume 04 of 04) dated August 23, 2016
- (g) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
- (h) Minutes of Pre-Bid meeting held on July 20, 2016.
- (i) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8



## 1.2 Order of Precedence

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

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

## 2.1 Contract Price

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: **United State Dollars Six Million Four Hundred and Seventy Seven Thousand Two Hundred and One and Cents Zero (USD 6,477,201.00) plus Sri Lankan Rupees Four Hundred and Twenty Six Million Three Hundred and Nine Thousand and Eighty and Cents Zero (LKR 426,309,080.00)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

## 2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 **United State Dollars Four Million Two Hundred and Nine Thousand Seven Hundred Forty and Cents Ten (USD 4,209,740.10)** 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 GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.



### 3.1 Effective Date

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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.

- 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is:

Project Manager (GPDEEIP-TR2 P1& P2), Ceylon Electricity Board, No 318, Avariwatta Road, Wattala, Sri Lanka

- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

Project Manager, KEC International Limited  
8th Floor, Building 9A, DLF Cyber City Phase- III,  
Gurgaon-122002, Haryana, India

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

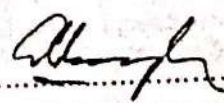
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

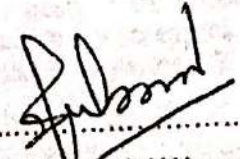




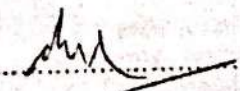
WHEREOF the Employer and the Contractor have caused this Agreement to be duly  
by their duly authorized representatives the day and year first above written.

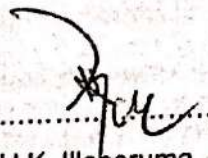
for and on behalf of Ceylon Electricity Board

Signature :   
Name : W. B. Ganegala  
Designation : Chairman, CEB

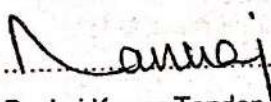
2. Signature :   
Name : W.A. Damini Wanasekara  
Designation: Vice Chairman, CEB

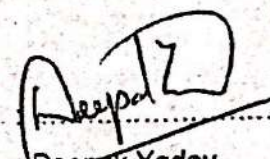
in the presence of

Signature :   
Name : S.D.W. Gunawardana  
Designation : AGM (Projects)

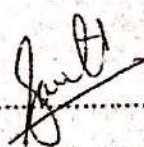
2. Signature :   
Name : H.K. Illeperuma  
Designation: PD (GPDEEIP- TR2)

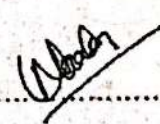
for and on behalf of KEC International Limited

Signature :   
Name : Pankaj Kumar Tandon  
Designation : Vice President, SAARC

2. Signature :   
Name : Deepak Yadav  
Designation : Sr. Manager (M&E)

in the presence of

Signature :   
Name : Samantha Galagama  
Designation : Local Representative

2. Signature :   
Name : U. Narendrana  
Designation : Local Representative



**APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees

## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 20<sup>th</sup> day of the month of June Two Thousand Nineteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 540, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) China National Electric Engineering Co., Ltd a company incorporated under the laws of P.R. China, with registered office at CNEEC Building, No. 09, South Shouti Road, Haidian District, Beijing, P.R. China (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. funded by Agence Française de Développement administered by Asian Development Bank ADB Loan 8313 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 2 Lot B2-A Construction of Horana - Padukka 132 kV Transmission Line Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIIIP2-2B2 ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1  
Contract  
Documents**

**1.1 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:

- a) The Contract Agreement and the Appendices hereto
- b) The Letter of Acceptance dated February 28, 2019 and its acknowledgement dated March 04, 2019
- c) Performance Security for this contract
- d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- e) Arithmetically corrected Price Schedule
- f) The complete set of your offer submitted for technical proposal (Volume 01 of 05 to Volume 05 of 05) and price proposal, dated February 04, 2018,
- g) Clarifications requested by the employer and replies for clarifications by the bidder,
- h) Clarifications requested by the bidders and answers for the clarifications issued by the Employer
- i) Minutes of pre-bid meeting held on December 05, 2017
- j) Duly signed complete set of Bidding Documents, Volume 1 of 8 to Volume 8 of 8

## 1.2 Order of Precedence

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

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

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 **United State Dollars Three Million Seven Hundred and Eighty Eight Thousand Two Hundred and One Cents Thirteen (USD 3,788,201.13)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

### 2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 **United State Dollars One Million Nine Hundred and Thirty Nine Thousand Five Hundred and Thirty Five Cents Twenty One (USD 1,939,535.21)** 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 GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

2. 

**3.1 Effective Date**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is:  
Project Manager (GPDEEIP-TR2, P1 & P2), Ceylon Electricity Board, No. 318, Avariwatta Road, Wattala, Sri Lanka
- 4.2** The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:  
Project Manager, China National Electric Engineering Co., Ltd CNEEC Building, No. 09, South Shouti Road, Haidian District, Beijing, P.R. China

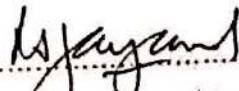
**Article 5.  
Appendices**


- 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.

*[Handwritten initials]*


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


Signed by, for and on behalf of Ceylon Electricity Board,

1. Signature :   
Name : Rakhita Jayawardena  
Designation : Chairman, CEB

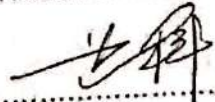
2. Signature :   
Name : Rajiv Selvarajah  
Designation: Vice Chairman, CEB


In the presence of

1. Signature :   
Name : M.M.S.M.K. Gunaratne  
Designation : DGM (Tr. Projects), CEB



2. Signature :   
Name : Anuruddha Tilakaratne  
Designation: PM (GPDEEIP-TR2), CEB

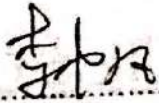
Signed by, for and on behalf of China National Electric Engineering Co., Ltd,

1. Signature :   
Name : Bian Ke  
Designation : Deputy General Manager  
CNEEC

2. Signature :   
Name : Wang Guo Dong  
Designation : Authorize Representative  
of CNEEC

In the presence of

1. Signature :   
Name : Yan Hui  
Designation : Project Financial Manager  
CNEEC  
 R.L.S. Chalani  
Office Administrator.

2. Signature :   
Name : Li Fan  
Designation : Project Business Executive  
CNEEC

**APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees



# CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 20<sup>th</sup> day of the month of June Two Thousand Nineteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 540, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) China National Electric Engineering Co., Ltd a company incorporated under the laws of P.R. China, with registered office at CNEEC Building, No. 09, South Shouti Road, Haidian District, Beijing, P.R. China (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. funded by Agence Française de Développement administered by Asian Development Bank ADB Loan 8313 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 2: Lot B2-B Second Circuit Stringing of Habarana – Valachchenai 132 kV Transmission Line Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIIIP2-2B2 ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

## Article 1 Contract Documents

### 1.1 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:

- a) The Contract Agreement and the Appendices hereto
- b) The Letter of Acceptance dated February 28, 2019 and its acknowledgement dated March 04, 2019
- c) Performance Security for this contract
- d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract
- e) Arithmetically corrected Price Schedule
- f) The complete set of your offer submitted for technical proposal (Volume 01 of 05 to Volume 05 of 05) and price proposal, dated February 04, 2018
- g) Clarifications requested by the employer and replies for clarifications by the bidder.

- h) Clarifications requested by the bidders and answers for the clarifications issued by the Employer
- i) Minutes of pre-bid meeting held on December 05, 2017
- j) Duly signed complete set of Bidding Documents, Volume 1 of 8 to Volume 8 of 8

## 1.2 Order of Precedence

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

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

## 2.1 Contract Price


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 **United State Dollars Three Million Two Hundred and Eight Thousand Eight Hundred and Sixteen Cents Seventy Nine (USD 3,208,816.79)** as specified in Price Schedule No.5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

## 2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 **United State Dollars Two Million Sixty Five Thousand Eight Hundred and Fifty Nine Cents Six (USD 2,065,859.06)** and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.

## Article 2 Contract Price and Terms of Payment

2 

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 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**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is:

Project Manager (GPDEEIP-TR2, P1 & P2), Ceylon Electricity Board, No. 318, Avariwatta Road, Wattala, Sri Lanka

- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

Project Manager, China National Electric Engineering Co., Ltd CNEEC Building, No. 09, South Shouti Road, Haidian District, Beijing, P.R. China

**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.

2 



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

Signed by, for and on behalf of **Ceylon Electricity Board,**

1. Signature :   
Name : Rakhita Jayawardena  
Designation : Chairman, CEB

2. Signature :   
Name : Rajiv Selvarajah  
Designation: Vice Chairman, CEB

In the presence of

1. Signature :   
Name : M.M.S.M.K. Gunaratne  
Designation : DGM (Tr. Projects), CEB



2. Signature :   
Name : Anuruddha Tilakaratne  
Designation: PM (GPDEEIP-TR2), CEB

Signed by, for and on behalf of **China National Electric Engineering Co., Ltd,**

1. Signature :   
Name : Bian Ke  
Designation : Deputy General Manager  
CNEEC

2. Signature :   
Name : Wang Guo Dong  
Designation : Authorize Representative  
of CNEEC

In the presence of

1. Signature :   
Name : Yan Hui  
Designation : Project Financial Manager  
CNEEC  
  
R.L.S. Chalani  
Office Administrator

2. Signature :   
Name : Li Fan  
Designation : Project Business Executive  
CNEEC

#### APPENDICES

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- Appendix 2 - Price Escalation
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- Appendix 8 - Functional Guarantees



## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 2<sup>nd</sup> day of the month of July Two Thousand Nineteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) M/s. Hyosung Heavy Industries Corporation a company incorporated under the laws of Republic of Korea, whom previously known as Hyosung Corporation and changed the name as a result of spin-off effected on June 1, 2018 with registered office at 119, Mapo-Daero, Mapo-Gu, Seoul, Korea, 04144 (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. AFD Credit Facility Agreement CLK 1022 01 K and ADB Loan 8313 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) – Package 3: Lot A1 – Construction of Colombo B Grid Substation, Single In & Out Connection from Colombo C – Kolonnawa 132kV 800mm<sup>2</sup> Cable and Augmentation at Colombo C and Kolonnawa Grid Substations referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIIIP2-3A1 ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1

#### Contract

#### Documents

#### 1.1 Contract Documents (Reference GCC 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:

- (a) The Contract Agreement and the Appendices hereto.
- (b) The Letter of Acceptance dated December 10, 2018 and its acknowledgement (Reference No: GSTBT-CEB-2018G8-01) dated December 12, 2018.
- (c) Performance Security for this contract (Reference No. 8975BGR0002419 and 8975BGR0002519).
- (d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract.
- (e) Arithmetically corrected Price schedule.
- (f) Original Price Bid dated May 17, 2017.



- (g) Post-Bid Clarifications requested by the Employer and replies for Clarifications by the Bidder.
- (h) The complete set of Bidder's offer submitted for Technical Proposal (Volume 7 of 12 to Volume 11 of 12).
- (i) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
- (j) Minutes of Pre-Bid meeting held on March 23, 2017.
- (k) Special Conditions.
- (l) General Conditions.
- (m) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8.

### 1.2 Order of Precedence (Reference GCC 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 GCC 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 GCC 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 Five Million Five Hundred Seventy One Thousand Six Hundred Eighty Nine and CENT Zero (USD 5,571,689.00) plus LKR Four Hundred Million Five Hundred Nineteen Thousand One Hundred Ninety Four and CENT Zero (LKR 400,519,194.00)** as specified in Price Schedule No.5 (Grand Summary) of price bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.



## 2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 Four Million Five Hundred Ninety Nine Thousand Ninety and CENT Ninety (USD 4,599,090.90)** 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 GCC 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 GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is: Project Manager (GPDEEIP-TR2, P3 Lot A1 & A2), Office of the Project Director (GPDEEIP-TR2), Ceylon Electricity Board, 25/1, Buthgamuwa Road, Welikada, Rajagiriya.
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Project Manager, Hyosung Heavy Industries Corporation, 119, Mapo-Daero, Mapo-Gu, Seoul, Korea, 04144.


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.

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


Signed by, for and on behalf of **Ceylon Electricity Board,**

1. Signature :   
Name : R. Jayawardena  
Designation : Chairman, CEB

2. Signature :   
Name : R. Selvarajah  
Designation: Vice Chairman, CEB

In the presence of

1. Signature :   
Name : M.K.C.N.K. Amarasiri (Mrs.)  
Designation : AGM (Projects)

2. Signature :   
Name : H.K. Heperuma  
Designation: Project Director (GPD&EEIIP-TR2)


Signed by, for and on behalf of **Hyosung Heavy Industries Corporation,**

1. Signature :   
Name : Eunsung Lee  
Designation : Senior Manager

2. Signature :   
Name : Bin Lee  
Designation : Manager



In the presence of

1. Signature :   
Name : Younghoon Hong  
Designation : Senior Manager

2. Signature :   
Name : Seyoung Ju  
Designation : Manager

## APPENDICES

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees

## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 9<sup>th</sup> day of the month of July Two Thousand Eighteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) ABB India Limited a company incorporated under the laws of India, with registered office at 21<sup>st</sup> Floor, World Trade Center, Brigade Gateway, No: 26/1, Dr.Rajkumar Road, Malleshwaram West, Bangalore-560055, India (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 3: Lot A2 – Sub Lot 2: Augmentation of Madampe and Dehiwala Grid Substations Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIP2-3A2 ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**  
**Contract**  
**Documents**

**1.1 Contract Documents (Reference GCC 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:

- (a) The Contract Agreement and the Appendices hereto.
- (b) The Letter of Acceptance dated March 29, 2018 and its acknowledgement (Reference No: E PGGI 2882 EXP 1726 & 1727 Letter of Credit) dated April 05, 2018.
- (c) Performance Security for this contract.
- (d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract.
- (e) Arithmetically corrected Price schedule
- (f) Negotiated Final Price Bid dated 19<sup>th</sup> March 2018 and Original Price Bid dated 04<sup>th</sup> July 2017

- (g) Post-Bid Clarifications requested by the Employer and replies for Clarifications by the Bidder.
- (h) The complete set of Bidder's offer submitted for Technical proposal (Sub Lot 1: Volume 01 of 05 to Volume 05 of 05 & Sub Lot 2: Volume 01 of 06 to Volume 06 of 06).
- (i) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
- (j) Minutes of Pre-Bid meeting held on May 02, 2017.
- (k) Special Conditions
- (l) General Conditions
- (m) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8.

**1.2 Order of Precedence** (Reference GCC 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 GCC 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 GCC 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 One Million Eight Hundred Ninety Two Thousand Eight hundred and CENT Zero (USD 1,892,800.00) plus EURO One Million Three Hundred Five Thousand Eight Hundred and CENT Zero (EURO 1,305,800.00) plus CHF One Million Two Hundred Thirty Nine Thousand Six Hundred and CENT Zero (CHF 1,239,600.00) plus LKR Two Hundred Sixteen Million Two Hundred Sixty Six Thousand Five Hundred and CENT Zero (LKR 216,266,500.00)** as specified in Price Schedule No.5 (Grand Summary) for **Sub Lot 2** or such other sums as may be determined in accordance with the terms and conditions of the Contract.



## 2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 One Million Seven Hundred Three Thousand Five Hundred Twenty and CENT Zero (USD 1,703,520.00) plus EURO One Million One Hundred Seventy Five Thousand Two Hundred Twenty and CENT Zero (EURO 1,175,220.00) plus CHF One Million One Hundred Fifteen Thousand Six Hundred Forty and CENT Zero (CHF 1,115,640.00)** for Sub Lot 2 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 GCC 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 GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is: Project Manager (GPDEEIP-TR2 P3 Lot A1 & A2), Office of the Project Director (GPDEEIP-TR2), Ceylon Electricity Board, 25/1, Buthgamuwa Road, Welikada, Rajagiriya.

4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Project Manager, ABB India Limited, 21st Floor, World Trade Center, Brigade Gateway, No: 26/1, Dr.Rajkumar Road, Malleshwaram West, Bangalore-560055, India.


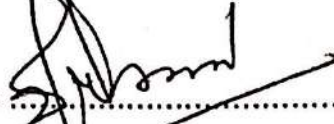
**Article 5.  
Appendices**

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.

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



Signed by, for and on behalf of **Ceylon Electricity Board,**

1. Signature : 	2. Signature : 
Name : W. B. Ganegala	Name : W.A. Gamini Wanasekara
Designation : Chairman, CEB	Designation: Vice Chairman, CEB

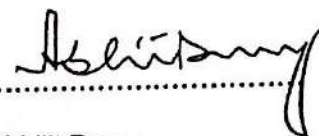

In the presence of

1. Signature : 	2. Signature : 
Name : S.D.W Gunawardana	Name : H.K. Illeperuma
Designation : AGM (Projects)	Designation: Project Director (GPD&EEIIP-TR2)

Signed by, for and on behalf of **ABB India Limited,**

1. Signature : 	2. Signature : 
Name : Ramkumar D.	Name : Balamohan M.
Designation : Vice President, T&D Utilities & Exports-PGGI	Designation : Head-Marketing & Sales – PGGI

In the presence of

1. Signature : 	2. Signature : 
Name : Abhijit Dey	Name : Dimuthu Abeysinghe
Designation : Country Managing Director ABB Sri Lanka	Designation : Manager Services ABB Sri Lanka

**APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
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# CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 9<sup>th</sup> day of the month of July Two Thousand Eighteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) ABB India Limited a company incorporated under the laws of India, with registered office at 21<sup>st</sup> Floor, World Trade Center, Brigade Gateway, No: 26/1, Dr.Rajkumar Road, Malleshwaram West, Bangalore-560055, India (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 3: Lot A2 –Sub Lot 1: Augmentation of Kotugoda, Kolonnawa, Horana and Padukka Grid Substations Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIP2-3A2 ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**  
**Contract**  
**Documents**

**1.1 Contract Documents (Reference GCC 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:

- (a) The Contract Agreement and the Appendices hereto.
- (b) The Letter of Acceptance dated March 29, 2018 and its acknowledgement (Reference No: E PGGI 2882 EXP 1726 &1727/ Letter of Acceptance) dated April 05, 2018.
- (c) Performance Security for this contract.
- (d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract.
- (e) Arithmetically corrected Price schedule
- (f) Negotiated Final Price Bid dated 19<sup>th</sup> March 2018 and Original Price Bid dated 04<sup>th</sup> July 2017



- (g) Post-Bid Clarifications requested by the Employer and replies for Clarifications by the Bidder.
- (h) The complete set of Bidder's offer submitted for Technical proposal (Sub Lot 1: Volume 01 of 05 to Volume 05 of 05).
- (i) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
- (j) Minutes of Pre-Bid meeting held on May 02, 2017.
- (k) Special Conditions
- (l) General Conditions
- (m) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8.

### 1.2 Order of Precedence (Reference GCC 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 GCC 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 GCC 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 One Million Eight Hundred Fourteen Thousand Five Hundred One and CENT Zero (USD 1,814,501.00)** plus **EURO One Million Seven Hundred Ninety Five Thousand Nine Hundred and CENT Zero (EURO 1,795,900.00)** plus **CHF One Million Seven Hundred Sixty Seven Thousand Two Hundred Seventy and CENT Zero (CHF 1,767,270.00)** plus **Sri Lankan Rupees Three Hundred Eighty Two Million Four Hundred Sixty Three Thousand Three Hundred Seventy and CENT Zero (LKR 382,463,370.00)** as specified in Price Schedule No.5 (Grand Summary) for Sub Lot 1 or such other sums as may be determined in accordance with the terms and conditions of the Contract.

## 2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 One Million Four Hundred Eighty Nine Thousand One Hundred Fourty Six and CENT Thirty (USD 1,489,146.30) plus EURO One Million Six Hundred and Sixteen Thousand Three Hundred Ten and CENT Zero (EURO 1,616,310.00) plus CHF One Million Five Hundred Ninety Thousand Five Hundred Forty Three CENT Zero (CHF 1,590,543.00)** for Sub Lot 1 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 GCC 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 GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is: Project Manager (GPDEEIP-TR2 P3 Lot A1 & A2), Office of the Project Director (GPDEEIP-TR2), Ceylon Electricity Board, 25/1, Buthgamuwa Road, Welikada, Rajagiriya.

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**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.

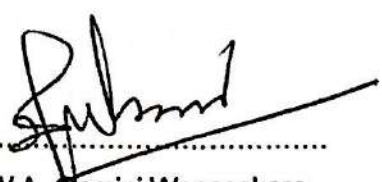
5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.




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

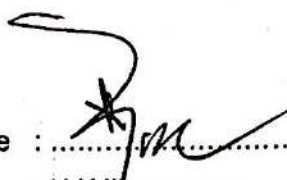
Signed by, for and on behalf of **Ceylon Electricity Board,**

1. Signature :   
Name : W. B. Ganegala  
Designation : Chairman, CEB


2. Signature :   
Name : W.A. Gamini Wanasekara  
Designation: Vice Chairman, CEB

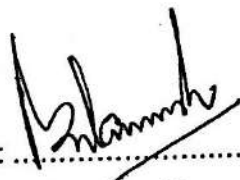
In the presence of

1. Signature :   
Name : S.D.W. Gunawardana  
Designation : AGM (Projects)

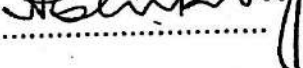
2. Signature :   
Name : H.K. Illeperuma  
Designation: Project Director (GPD&EEIIP-TR2)

Signed by, for and on behalf of **ABB India Limited,**

1. Signature :   
Name : Ramkumar D.  
Designation : Vice President,  
T&D Utilities & Exports-PGGI

2. Signature :   
Name : Balamohan M.  
Designation : Head-Marketing & Sales – PGGI

In the presence of

1. Signature :   
Name : Abhijit Dey  
Designation : Country Managing Director  
ABB Sri Lanka

2. Signature :   
Name : Dimuthu Abeysinghe  
Designation : Manager Services  
ABB Sri Lanka

**APPENDICES**

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and Energy Efficiency Improvement Investment Programme (Tranche 2)  
 of Kolonnawa, Kotugoda, Horana & Padukka Grid Substations

Lot No. 1 - Plant and Mandatory Spare Parts Supplied from Abroad

Description <sup>1</sup>	Qty.	Unit	Unit Price <sup>2</sup>			Total Price <sup>3</sup>		
			Foreign Currency (USD) CIP	Foreign Currency (EUR) CIP	Foreign Currency (CHF) CIP	Foreign Currency (USD)	Foreign Currency (EUR)	Foreign Currency (CHF)
			6.00	7.00		8=4 X 6	9=4 X 7	
<b>KOTUGODA GRID SUBSTATION</b>								
<b>1.6.1.1 145KV OUTDOOR SWITCHGEAR</b>								
Replacement of marshalling Kiosks	1	Lot	54,508.00			54,508.00		
Replacement of auxiliary, control, protection and metering wiring	1	Lot						
<b>BUSBAR SYSTEM COMPRISING:-</b>								
Sets of strung buses 3000 A, 40 kA including insulator strings, down droppers and connections	2	Nos	25,624.00	23,691.00		51,248.00	47,382.00	
132 kV Single-phase Capacitor type voltage transformers with cores	6	Nos		6,052.00			36,312.00	
120kV, 10kA, Class 2 Surge arresters with counters	6	Nos		1,525.00			9,150.00	
Set of bay connections, connectors, clamps, etc	1	Lot		10,530.00			10,530.00	
<b>LINE BAYS COMPRISING:-</b>								
1250A, 145kV, 40kA three phase busbar disconnecter with hand and motor operating mechanism without mounting structures	8	Nos		6,379.00			51,032.00	
1250A, 145kV, 40kA three-phase circuit breaker complete with operating mechanism etc	4	Nos	32,676.00			130,704.00		
145kV Current Transformers with cores	12	Nos		6,612.00			79,344.00	
1250A, 145kV, 40kA three phase line disconnecter with hand and motor operating mechanism and integral with hand and motor operated earthing switch.	4	Nos		9,957.00			39,828.00	
132 kV Single-phase Capacitor type voltage transformers with cores	12	Nos		6,052.00			72,624.00	
120kV, 10kA, Class 2 Surge arresters with counters	12	Nos		1,525.00			18,300.00	
Set of bay connections, connectors, clamps, etc	1	Lot	4,201.00	48,802.00		4,201.00	48,802.00	
<b>TRANSFORMER BAYS COMPRISING:-</b>								
2000A, 145kV, 40 kA three phase busbar disconnecter with hand and motor operating mechanism without mounting arrangement	4	Nos		6,534.00			26,136.00	
2000A, 145kV, 40 kA three phase circuit breaker complete with operating mechanism etc	2	Nos	32,676.00			65,352.00		
145 kV Current Transformers with cores	6	Nos		6,612.00			39,672.00	
132 kV Single-phase Capacitor type voltage transformers with cores	6	Nos		6,052.00			36,312.00	
120kV, 10kA, Class 2 Surge arresters with counters	6	Nos		1,525.00			9,150.00	
Set of connections, connectors, clamps, access ladders etc. including connections to transformer 132 kV and neutral bushings	1	Lot	5,585.00	24,400.00		5,585.00	24,400.00	
<b>BUS COUPLER BAY COMPRISING:</b>								
3000A, 3 phase, 40 kA, 145 kV busbar disconnectors with hand and motor operating mechanisms without mounting arrangement	2	Nos		6,534.00			13,068.00	
145 kV Current Transformers with cores	3	Nos		5,834.00			17,502.00	
3000A, 145kV, 40kA three-phase circuit breaker complete with operating mechanism etc.	1	No	32,676.00			32,676.00		
Set of bay connections, connectors, clamps, etc	1	Lot	1,384.00	12,200.00		1,384.00	12,200.00	
<b>1.6.1.2 PROTECTION, METERING AND CONTROL</b>								
<b>1.6.1.2.1 SUBSTATION AUTOMATION SYSTEM:-</b>								
Modifications to existing Substation Automation System as per specifications.	1	Lot			427,844.00			427,844.00
Testing and commissioning of 132 kV system.	1	Lot			included			
<b>1.6.1.2.2 145 KV PROTECTION &amp; CONTROL FACILITIES: -</b>								
<b>1.6.1.2.2.1 For 4 Nos. Line Bays</b>								
145 kV Line bay protection panels with IEDs	4	Nos			0.00			
145 kV Line bay Control panels with IEDs	4	Nos			62,232.00			248,928.00

Procurement of Plant



Bidding Document for GPDEEHP2-P3-Lot A2

## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on the 01<sup>st</sup> day of the month of August Two Thousand Eighteen, by and BETWEEN

(1) Ceylon Electricity Board, a corporation incorporated under the laws of Sri Lanka and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter called "the Employer") of the ONE PART, and (2) ABB India Limited a company incorporated under the laws of India, with registered office at 21<sup>st</sup> Floor, World Trade Center, Brigade Gateway, No: 26/1, Dr. Rajkumar Road, Malleshwaram West, Bangalore-560055, India (hereinafter called "the Contractor") of the OTHER PART.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ADB Loan 3483/3484 SRI – Green Power Development and Energy Efficiency Improvement Investment Programme (Tranche 2) - Package 3: Lot B – Augmentation of Biyagama Grid Substation, Construction of Biyagama 220/33 kV Grid Substation Project referred to ICB No. CEB/AGM/TR/2016/ICB/GPDEEIIIP2-3B ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1

#### Contract

#### Documents

#### 1.1 Contract Documents (Reference GCC 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:

- (a) The Contract Agreement and the Appendices hereto.
- (b) The Letter of Acceptance dated May 15, 2018 and its acknowledgement (Reference No: E PGGI 2882 EXP 1719/ Letter of Acceptance) dated May 21, 2018.
- (c) Performance Security for this contract. (975BG231918)
- (d) The Power of Attorney given by the contractor to authorize the personal to represent the company for signing the Contract.
- (e) Revised Price Schedule (After Discount) for Package 3: Lot B Dated 26.04.2018. (Reference No: E PGGI 2882 EXP 1719/ Price Breakup)
- (f) Arithmetically corrected Price schedule



- 000011
- (g) Original Price Bids dated 03<sup>rd</sup> January 2018.
  - (h) Post-Bid Clarifications requested by the Employer and replies for Clarifications by the Bidder.
  - (i) The complete set of Bidder's offer submitted for Technical proposal (Package 3 Lot B: Volume 01 of 08 to Volume 08 of 08).
  - (j) Clarifications Requested by the Bidders and answers for clarifications issued by the Employer.
  - (k) Minutes of Pre-Bid meeting held on 06<sup>th</sup> April, 2017.
  - (l) Special Conditions
  - (m) General Conditions
  - (n) Duly signed complete set of Bidding Documents Volume 1 of 8 to Volume 8 of 8.

**1.2 Order of Precedence (Reference GCC 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 GCC 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 GCC 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 Four Million Seventy Two Thousand Seven Hundred Sixty Nine and Cents Twenty Eight (USD 4,072,769.28) plus EURO Two Million Sixty Eight Thousand Five Hundred Twenty Eight and CENTS Fifty Three (EURO 2,068,528.53) plus Swiss Franc Seven Hundred Forty Eight Thousand Seven Hundred Seventeen and CENTS Sixty Five (CHF 748,717.65) plus Sri Lankan Rupees Three Hundred Twenty Three Million Two Hundred Thirteen Thousand Six Hundred Thirteen and CENTS Forty Five (LKR 323,213,613.45)** as specified in Price Schedule No.5 (Grand Summary) or such other sums as may be determined in accordance



with the terms and conditions of the Contract.

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## 2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix 1 (Terms and Procedures of Payment) hereto.

The Employer shall 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 Three Million Five Hundred Thirty Three Thousand Two Hundred Eight and CENT Forty Two (USD 3,533,208.42 plus EURO One Million Eight Hundred Sixty One Thousand Six Hundred Seventy Five and CENT Sixty Eight (EURO 1,861,675.68) plus CHF Six Hundred Seventy Three Thousand Eight Hundred Forty Five and CENT Eighty Nine (CHF 673,845.89)** 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 GCC 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

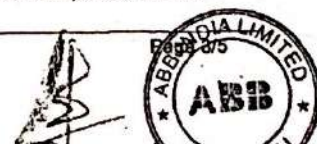
### Effective Date

#### 3.1 Effective Date (Reference GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from 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 (2) 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 GCC 4.1 is: Project Manager (GPDEEIP-TR2- Lot 3B), Office of the Project Director (GPDEEIP-TR2), Ceylon Electricity Board, 25/1, Buthgamuwa Road, Welikada, Rajagiriya.
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Project Manager, ABB India Limited, 21st Floor, World Trade Center, Brigade Gateway, No: 26/1, Dr.Rajkumar Road, Malleshwaram West, Bangalore-560055, 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.

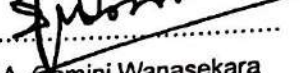


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WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

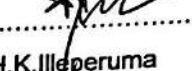
Signed by, for and on behalf of Ceylon Electricity Board,

1. Signature :   
Name : W. B. Ganegala  
Designation : Chairman, CEB


2. Signature :   
Name : W.A. Gamini Wanasekara  
Designation: Vice Chairman, CEB

In the presence of

1. Signature :   
Name : S.D.W. Gunawardana  
Designation : AGM (Projects)

2. Signature :   
Name : H.K. Illeperuma  
Designation: Project Director (GPD&EEIIP-TR2)

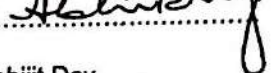
Signed by, for and on behalf of ABB India Limited,

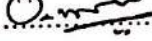
1. Signature :   
Name : Ramkumar D.  
Designation : Vice President,  
T&D Utilities & Exports-PGGI

2. Signature :   
Name : Karthik Krishnamurthi.  
Designation : Country Head- Marketing &  
Sales & Head of Account  
Management - India



In the presence of

1. Signature :   
Name : Abhijit Dey  
Designation : Country Managing Director  
ABB Sri Lanka

2. Signature :   
Name : Herath B Yapa  
Designation : Senior Engineer (Utility)  
ABB Sri Lanka

#### APPENDICES

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Price Escalation
- Appendix 3 - Insurance Requirements
- Appendix 4 - Time Schedule
- Appendix 5 - List of Major Items of Plant and services and List of Approved Subcontractors
- Appendix 6 - Scope of Works and Supply by the Employer
- Appendix 7 - List of Documents for Approval or Review
- Appendix 8 - Functional Guarantees

