

**Outer Circular Highway Project  
Phase III**



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 நெடுஞ்சாலைகள், வீதி அபிவிருத்தி மற்றும் பெற்றோலிய  
 வளங்கள் அபிவிருத்தி அமைச்சு  
 Ministry of Highways & Road Development and  
 Petroleum Resources Development



මාර්ග සංවර්ධන අධිකාරිය  
 வீதி அபிவிருத்தி அதிகாரசபை  
 ROAD DEVELOPMENT AUTHORITY

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 පිටත වටරවුම් මහාමාර්ග ව්‍යාපෘතිය (අදියර III)  
 வெளிச் சுற்றுவட்ட நெடுஞ்சாலைச் செயற்கிட்டம் (பகுதி III)  
 Outer Circular Highway Project (Phase III)

අංක 161/1, රජමල්වත්ත පාර, බත්තරමුල්ල  
 இல 161/1, இராஜமல்வத்தவீதித்தரமுல்லை.  
 No.161/1, Rajamalwatta lane, Battaramulla, Sri Lanka

Tel.: Project Director- +9411-2877372, Acc: +9411-2877318 Fax. : +9411- 28773178 e-mail : ochp3pd@gmail.com

මගේ අංකය : எனது இல :	ඔබේ අංකය உமது இல	දිනය திகதி
My No. : :RDA/OCHP/III/Information	Your No	Date : 15.10.2019



Information Officer  
 W. L. D. N. Kumara  
 Senior Assistant Secretary  
 Ministry of Highways & Road Development and Petroleum Resources Development

**OUTER CIRCULAR HIGHWAY – NOTHERN SECTION II (OCH – NS II)**

**Subject: Request to receive information under the Right to Information Act No 12 of 2016**

This refers to your letter No MOH&P/HWY/ADM15/RTI/2019 dated 27/09/2019 on the above.

The requested details under Right to Information (RTI) Act No 12 of 2016 of Outer Circular Highway Project (Phase III) as follows.

- i) Name of the company which was awarded the contract to construct the above project:  
 Metallurgical Corporation of China (MCC) Ltd.
- ii) Copy of the contract awarded letter:  
 Annex 01
- iii) a) Details on the procurement procedure adopted:  
 Unsolicited Proposal
- b) Criteria and outcome of decision making on tender applications to select the above company:

Original proposal for construction of Outer Circular Highway Project to the City of Colombo Northern Section II (OCH – NS II) amounting Rs 89,261,254,266.57 has been submitted by Metallurgical Corporation of China (MCC) Ltd in April 2011 and it has been reviewed by SCARC on 01/07/2011. The cabinet has approved to sign a MOU between RDA and MCC Ltd on 03/08/2011 and the project committee has appointed on 06/10/2011. MCC Ltd has submitted first financial proposal on 06/08/2012 and revised financial proposal on 09/10/2012. SCAPC accepted the financial proposal on 05/12/2012 after negotiations with MCC Ltd from 09/10/2012 to 05/12/2012 and cabinet has approved to award the contract amounting Rs 66,689,836,694.34 (with Price Escalation and Contingencies) to MCC ltd on



31/01/2013. The contract is awarded to MCC ltd on 21/02/2013 and commercial agreement has signed with MCC and RDA on 22/02/2013. Loan agreement has signed with EXIM Bank of China on 16/09/2014 amounting US\$ 494,037,400.00 with effect from 03/12/2014.

iv) Duration of the bidding process adopted:

As this project is Unsolicited Proposal, duration of the bidding process is not applicable. However standing cabinet appointed procurement committee (SCAPC) has negotiated the proposal with MCC Ltd from 09/10/2012 up to 05/12/2012.

v) Feasibility study carried out for this project:

Annex 02



**N.K.L Nettikumara.**

**Project Director,**

**Outer Circular Highway Project (Phase III)**

**CONTRACT AGREEMENT**

This Agreement is made and entered into on this 22<sup>nd</sup> day of February 2013.

**BY AND BETWEEN**

**Road Development Authority** of Ministry of Ports and Highways duly established in terms of the **Road Development Authority Act No. 73 of 1981** as amended and having its office at "Sethsiripaya", Battaramulla, Sri Lanka (hereinafter called and referred as "the Employer" which term shall include the said **Road Development Authority**, its successors and assigns) of the First Part.

**AND**

**Metallurgical Corporation of China Ltd.** of No. 28, Shuguangxili, Chaoyang District, Beijing, People's Republic of China (hereinafter called "the Contractor" which terms shall include the said **Metallurgical Corporation of China Ltd** its successors and assigns) of the Second Part.

**WHEREAS** the Employer desires that certain Works should be executed by the Contractor, viz. Contract No. RDA/OCH/NS-II, Outer Circular Highway-Northern Section II (OCH-NSII), section from Kerawalapitiya to Kadawatha, from Chainage (-0+672) to 8+648 (hereinafter called and referred to as "The Works") and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**THEREFORE**, The Employer and the Contractor agree as follows:

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





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

- (a) This Contract Agreement (with power of attorney)
- (b) The Letter of Acceptance
- (c) Minutes of Negotiations if any
- (d) The Conditions of Particular Application (Part II)
- (e) The General Conditions (Part I)
- (f) The Form of Bid
- (g) The Addenda to Bidding Documents
- (h) Appendix to Bid
- (i) Technical Specifications
- (j) Drawings
- (k) Bill of Quantities (Priced)
- (l) Schedules of Supplementary information

3. In case of any discrepancy between the documents listed in 2 above, the interpretations shall be governed by Sub Clause 5.3 of Conditions of Particular Applications (Volume II)

4. In considerations of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price of Sri Lanka Rupees **Sixty Six Billion Six Hundred Eighty Nine Million Eight Hundred Thirty Six Thousand Six Hundred and Ninety Four and Thirty Four Cents (SL Rupees 66,689,836,694.34)** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Government of Sri Lanka intends to obtain a loan from the EXIM Bank of China for the implementation of "The Works". In the event the Loan Agreement is not signed between the Government of Sri Lanka and the EXIM Bank of China pertaining to "The Works" on or before 180 Calendar days from the date of signing this agreement, this Contract shall automatically stand terminated and the Employer shall release the Performance Guarantee within 10 days of such termination and Employer pay any/all expenses



arising from preliminary works and mobilization undertaken by the Contractor for the execution of "The Works" upon acceptance by the Employer on mutually agreed Terms and Conditions. Contractor agrees to refund any advance payment received from the Employer.

7. All bank Guarantees shall be on demand, irrevocable and unconditional. The Contractor shall provide the Bank Guarantees, in the formats annexed to this Agreement.
8. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of "The Works" and remedying of defects therein, the contract price as agreed above for "The Works" at the time and in the manner prescribed by the Contract.
9. The Contractor agrees to enter into and take over and use part of the Site as practicable and start mobilizing from the date of signing this agreement and to proceed with the investigations, and Detailed Engineering Designs and construction as agreed.
10. The Employer shall give Notice to Commence to the Contractor after
  - (a) Submission of the Performance Guarantee acceptable to the Employer
  - (b) Submission of the Advance Payment Guarantee acceptable to the Employer
  - (c) First instalment of the Advance Payment made to the Contractor
  - (d) Loan Agreement between Government of Sri Lanka and the EXIM Bank of China is signed for "the Works".
11. Nevertheless the Contractor may commence mobilization, the preliminary works, preparation and any other works agreed with the Employer after signing Contract agreement.



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12. This Contract Agreement shall come into full force and effect once upon both Parties sign on it.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year aforementioned in accordance with the laws of Sri Lanka.


For and on behalf of the Employer

For and on behalf of the Contractor

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

Luo Shu  
Deputy President  
Metallurgical Corporation of China Ltd



  
Board Member,  
Road Development Authority

1. 

Name: \_\_\_\_\_

Name: Mr. Wang Ying Jun

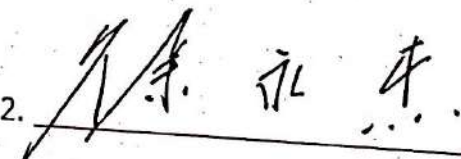
Address: BOARD MEMBER - RDA

Address: No 28, Shuguang xili,

Eng. G.J.C. GUNATHILAKE  
Additional Secretary (Engineering)  
Ministry of Ports and Highways  
9<sup>th</sup> Floor, "Sethsiripaya"  
Battaramulla.

MCC Tower, Beijing.

Witness   
22/02/2013

2.   
Name: Xu Yong Jie Feb. 22<sup>nd</sup> 2013

Name: \_\_\_\_\_  
Address: W A S Weerasinghe  
Director General  
Road Development Authority  
"Sethsiripaya"  
Battaramulla.

Address: No. 28, Shuguang xili,  
MCC Tower, Beijing

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