

C. Information relating to the construction to the **National Transmission and Distribution Network Development and Efficiency Improvement Project** (Funded by the Government of Japan – 2015)

- i) Name of the Company /Companies which was/ were awarded the contract to construct the National Transmission and Distribution Network Development and Efficiency Improvement Project.

(NTDND&EIP) Package 01: **Not Yet Awarded . Cabinet approval has been received to award - Joint Venture of Mitsubishi Corporation, Sumitomo Electric Industries Ltd. and Ceylex Engineering (Pvt) Ltd.**

(NTDND&EIP) Package 02: **Joint Venture of Mitsubishi Corporation & Ceylex Engineering (Pvt)**

(NTDND&EIP) Package 03: **Joint Venture of Kinden Corporation and Kalpataru Power Transmission Ltd**

(NTDND&EIP) Package 04: **Not yet awarded. Tendering process is in progress.**

- ii) Official copies of the contract (S) awarded by the Ministry of power, Energy and Business Development to the company for the identified construction project.

Annex I attached

- iii) Details on the procurement procedure adopted (e.g.: local competitive bidding, international competitive bidding, unsolicited proposal, etc.), criteria and outcome of decision making on tender applications to select the above company.

International Competitive Bidding

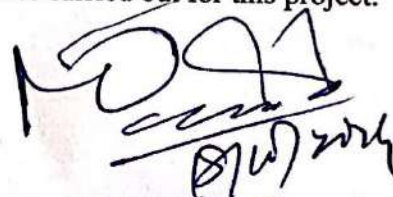
- iv) Duration of the bidding process adopted to select the above company.

Pre qualification Process - approximately 1 year

Bidding Process - approximately 1 year

- v) Official documentation relating to the feasibility studies carried out for this project.

Not Applicable


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

Contract Agreement

THIS AGREEMENT made the 15th day of November, 2018, between Ceylon Electricity Board a body corporate established under Act No.17 of 1969 and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka (hereinafter "the Employer"), of the one part, and Joint Venture of Mitsubishi Corporation & Ceylex Engineering (Pvt) Ltd with registered office at 3-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo, 100-8086, Japan (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as National Transmission and Distribution Network Development and Efficiency Improvement Project, Package 2: Construction of Grid Substations, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

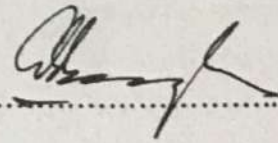
The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) this Contract Agreement,
 - (ii) Acknowledgement of the Letter of Acceptance dated 2018-09-27,
 - (iii) the Letter of Acceptance CEB/NTDND&EIP/P2 dated 2018-09-05,
 - (iv) Minutes of the Familiarization Meeting dated 2018-10-26,
 - (v) the Corrected Price schedules for the discount offered,
 - (vi) the Letter of Price Bid and the Price Schedules submitted by the Contractor on 2017-09-06,
 - (vii) Contractor's clarification letter dated 2017-11-10 for the Employer's request dated 2017-10-30 regarding the technical proposal,
 - (viii) Employer's request for clarification on the technical proposal dated 2017-10-30,
 - (ix) Employer's clarification dated 2017-08-23,
 - (x) Employer's clarification dated 2017-08-18,

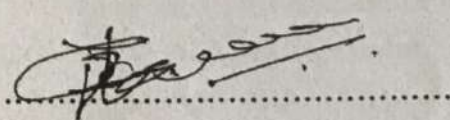
- (xi) Employer's clarification dated 2017-07-26,
 - (xii) Addendum No. 1 dated 2017-08-01,
 - (xiii) Minutes of the Pre bid meeting held on 2017-07-05,
 - (xiv) the Particular Conditions, - Part A (Contract Data),
 - (xv) the Particular Conditions – Part B (Specific Provisions),
 - (xvi) the General Conditions,
 - (xvii) the Employer's Requirements,
 - (xviii) the Schedules,
 - (xix) the Letter of Technical Bid and the Technical Proposal submitted by the Contractor on 2017-09-06,
 - (xx) any other documents forming part of the Contract, and
 - (xxi) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Accepted Contract Amount of Sri Lankan Rupees (LKR) One Billion Six Hundred Fifteen Million Seven Hundred Eighty Seven Thousand Six Hundred Eighty Eight and Cents Seven (1,615,787,688.07) plus JPY Nine Hundred Fifty Seven Million One Hundred Ninety Six Thousand Eight Hundred and Cents Zero (957,196,800.00) plus USD Twenty Eight Million Seven Hundred Thirty Three Thousand One Hundred Sixty Seven and Cents Nineteen (28,733,167.19). Also provision for Specified Provisional Sum of JPY Twenty Five Million and Cents Zero (25,000,000.00) for payment to Dispute board & LKR One Hundred Sixty One Million Five Hundred Seventy Eight Thousand Seven Hundred Sixty Eight and Cents Eighty One (161,578,768.81) plus JPY Ninety Five Million Seven Hundred Nineteen Thousand Six Hundred Eighty and Cents Zero (95,719,680.00) plus USD Two Million Eight Hundred Seventy Three Thousand Three Hundred Sixteen and Cents Seventy Two (2,873,316.72) for 10% Contingency allocation.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Sri Lanka on the day, month and year specified above.

Signed by, for and on behalf of the Employer

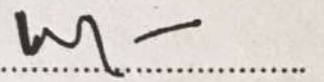
(1) 

Mr. W. B. Ganegala
Chairman,
Ceylon Electricity Board

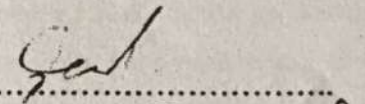
(2) 

Mr. W. R. G. Sanath Bandara
Vice Chairman,
Ceylon Electricity Board

In the presence of

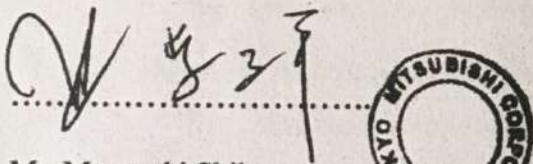

(1) 
P. H. Diddeniya

Name & Designation
PDCMDND LELP

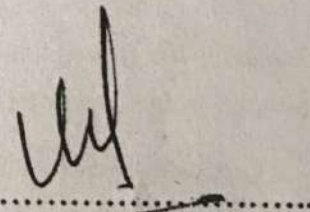
(2) 
N. N. Jayalath

Name & Designation
PMCDND & ELP P2

Signed by, for and on behalf of the Contractor

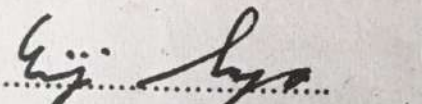
(1)  

Mr. Masayuki Shiba
Assistant General Manager,
EMEA & Central / Southwest Asia Team,
Power Systems International Dept.
New Energy & Power Generation Div.
Mitsubishi Corporation

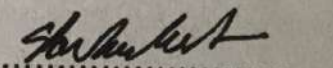
(2) 

Mr. Nisal Perera
Chief Executive Officer,
Ceylex Engineering (Pvt) Ltd

In the presence of

(1) 
Fuji Suga TR5066137

Name & Designation

(2) 
Sharana Bulankulame

Name & Designation

Contract Agreement

JICA LOAN NO: SL-P113, ICB No: CEB/AGM/TR/2016/ICB/NTDNDEIP-3

THIS AGREEMENT made the 08th day of April 2019, between Ceylon Electricity Board a body corporate established under Act No.17 of 1969 and having its registered office at No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka (hereinafter "the Employer"), of the one part, and **Joint Venture of Kinden Corporation and Kalpataru Power Transmission Ltd (KPTL)**, (hereinafter "the Contractor") having the legal address of the **Lead Partner**, Kinden Corporation, 1-21, Kudanminami 2-chome, Chiyoda-ku, Tokyo, Japan , of the other part:

WHEREAS the Employer desires that the Works known as **National Transmission and Distribution Network Development & Efficiency Improvement Project, Package 3: Construction of 220kV and 132kV Transmission Lines**, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

Priority of the documents shall in accordance with the following sequence;

- (i) **this Contract Agreement,**
- (ii) **Minutes of the Familiarization Meeting dated 2019-02-20,**
- (iii) **Acknowledgement of the Letter of Acceptance dated 2019-02-13,**
- (iv) **the Letter of Acceptance CEB/NTDND&EIP/P3/LOA dated 2019-02-12,**
- (v) **the Corrected Price schedules for the discount offered,**
- (vi) **the Letter of Price Bid and the Price Schedules submitted by the Contractor on 2018-03-28,**
- (vii) **Employer's clarification 3 dated 2018-03-16,**
- (viii) **Employer's clarification 2 dated 2018-03-08,**
- (ix) **Minutes of the Pre bid meeting held on 2018-02-20 and clarification 1 dated 2018-03-02,**
- (x) **the Particular Conditions, - Part A (Contract Data),**
- (xi) **the Particular Conditions – Part B (Specific Provisions),**
- (xii) **the General Conditions,**

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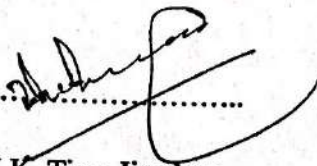
- (xiii) the Employer's Requirements,
 - (xiv) the Schedules,
 - (xv) the Letter of Technical Bid and the Technical Proposal submitted by the Contractor on 2018-03-28,
 - (xvi) any other documents forming part of the Contract, and
 - (xvii) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Accepted Contract Amount of Sri Lankan Rupee (LKR) Three Billion Seventy Million Eighty Nine Thousand Six Hundred Three and Cents Fifty (3,070,089,603.50) plus Japanese Yen (JPY) One Billion Six Hundred Fifty Eight Million Five Hundred Seventy Four Thousand Eight Hundred and Cents Zero (1,658,574,800.00) plus United States Dollar (USD) Twenty Nine Million Seven Hundred Thirty Four Thousand Six Hundred Eight and Cents Zero (29,734,608.00). Also provision for specified Provisional Sum of Japanese Yen (JPY) Twenty-Five Million and Cents Zero (25,000,000.00) for payment to Dispute Board & 10% Contingency allocation of Sri Lankan Rupees (LKR) Three Hundred Seven Million Eight Thousand Nine Hundred Sixty and Cents Thirty Five (307,008,960.35) plus Japanese Yen (JPY) One Hundred Sixty Five Million Eight Hundred Fifty Seven Thousand Four Hundred Eighty and Cents Zero (165,857,480.00) plus United States Dollar (USD) Two Million Nine Hundred Seventy Three Thousand Four Hundred Sixty and Cents Eighty (2,973,460.80)

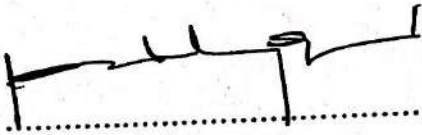
Contract price adjusted (increased or decreased) on the basis of actual quantity of each item supplied and installed multiplied by the rate for the relevant item given in the Schedules of Rates and Prices, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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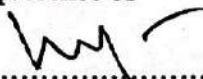
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Sri Lanka on the day, month and year specified above.

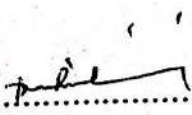
Signed by, for and on behalf of the Employer

(1) 
Mr. K.K. Tissa Jinadasa
Member & Working Director,
Ceylon Electricity Board


(2) 
Mr. R. Wickramarachchi
Board Member,
Ceylon Electricity Board

In the presence of


(1) 
.....
Eng. (Mrs.) S. H. DIDDENIYA
Name & Designation
National Transmission and Distribution Network
Development & Efficiency Improvement Project
Ceylon Electricity Board

(2) 
.....
Eng. A.L.Z. Hussain
Project Manager (NTDND&EIP-Package 3)
National Transmission and Distribution Network
Development & Efficiency Improvement Project
CEYLON ELECTRICITY BOARD

Signed by, for and on behalf of the Contractor

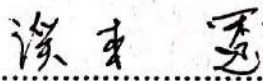
(1) 
.....
Mr. Hitoshi Koshima
Assistant General Manager
International Division
Kinden Corporation

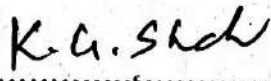


(2) 
.....
Mr. Tejas Odedera
DGM (Marketing)
Kalpataru Power Transmission Ltd



In the presence of

(1) 
.....
Tom Tanimoto
Name & Designation

(2) 
.....
KUNAL C SHAH
Name & Designation