

**Extension of Southern Expressway from  
Matara to Hambanthota  
Section 2**

**Extension of Southern Expressway from Matara to Hambanthota**  
**Section 2 from Beliatta to Wetiya**

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

## Contract Agreement

THIS AGREEMENT made on the 29<sup>th</sup> day of September 2014, between the Road Development Authority (RDA), (an authority incorporated under the Road Development Authority Act No.73 of 1981 as amended through Act No.37 of 2009 of Sri Lanka and having its Head Office on the 1<sup>st</sup> Floor, "Sethsiripaya", Battaramulla, Sri Lanka (hereinafter called "The Employer") which term means and includes the said RDA, its successors, assigns and liquidators represented by the Director General, Road Development Authority of the one part, and China State Construction Engineering Corporation Ltd, Sri Lanka at No. 445A 7/1 Galle Road, Colombo 3. (hereinafter referred to as "the Contractor"), of the other part:

WHERE AS the Employer desires that the Works, known as, Construction of Extension of Southern Expressway, Section 2 - Beliatta to Wetiya Contract Package No. RDA/SEEP/CONT/S2 should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

Component Reference No.	Description	Section (km)	Amount (SLR)
RDA/SEEP/CONT/S2	Construction of Extension of Southern Expressway Section 2 - Beliatta to Wetiya	26	55,200,000,000.00

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 hereunder.
2. The following documents, listed in the order of priority, shall be deemed to form and be read and construed as part of this Agreement.
  - a) The Contract Agreement
  - b) The Letter of Acceptance
  - c) The Letter of Tender
  - d) Appendix to Tender
  - e) The Particular Conditions
  - f) The General Conditions of Contract
  - g) Technical Specification - Special Provisions and Appendix to Special Provisions
  - h) The Standard Specification
  - i) The Drawings
  - j) Scope of Work
  - k) The Preamble to the Bill of Quantities
  - l) The Priced Bill of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in the Loan 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 Employer in the event a Loan Agreement is not entered into between the GOSL and the EXIM Bank would compensate China State Construction Engineering Corporation Ltd in respect of works executed by China State Construction Engineering Corporation Ltd upon signing of this Agreement supported by proper and adequate documentary evidence etc.

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 indicated above.

Signed, Sealed and Delivered

by the said:

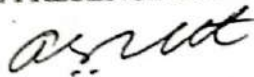


NAME: SHAN ZHIGANG  
~~CHINA STATE CONSTRUCTION~~  
 ENGINEERING CORPORATION LIMITED  
 On behalf of Contractor

.....P.no.761654.....  
 SHAN ZHIGANG  
 Authorised Representative



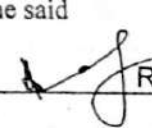
IN THE PRESENCE OF:



NAME: ALEXANDER SAMUEL DUCKWORTH

Address: 155, SHARMAPALA MAWATHA  
COLOMBO 7

by the said



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

NAME: R.W.R.Pemasiri  
 Chairman  
 Road Development Authority

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

Board Member  
 Road Development Authority

On behalf of Employer

IN THE PRESENCE OF:



**DIRECTOR GENERAL**  
 ROAD DEVELOPMENT AUTHORITY

NAME: "SETHSIRIPAYA"  
 Address: BATTARAMULLA.

## Form of Contract

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

### WHEREAS

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

NOW THEREFORE the parties here to hereby agree as follows:

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Personnel and Sub-Consultants

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Client

Appendix F: Form of Advance Payment Guarantee

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

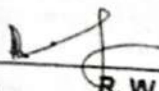
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

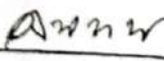
For and on behalf of  
Road Development Authority

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

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

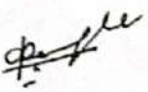
  
[Authorized Representative]  
**Mr. Zhu Liqiang**  
Passport No. G 4771077 / No. P012612/0

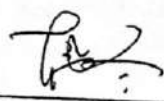


  
Board Member  
**O. RATHNAWEERA**  
Working Director &  
Board Member  
Road Development Authority

In the presence of  
Witness

In the presence of  
Witness

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

  
Mr. Han Dong  
Passport No. E 15522373

