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2023 ඉනවාරි 20  
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**NAOSL**

වාර්තාවේ අංකය : එස්පීආර්/2023/01  
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## ලංකා විදුලිබල මණ්ඩලය විසින් ඒස් පවර් ඇම්බිලිපිටිය පෞද්ගලික සමාගමෙන් විදුලිය මිලට ගැනීම පිළිබඳ විශේෂ විගණන වාර්තාව

இலங்கை மின்சார சபையினால் ஏஸ் பவர் எம்பிலிப்பிட்டிய தனியார் கம்பனியிடமிருந்து மின்சாரம் கொள்வனவு செய்தல் தொடர்பான கணக்காய்வாளர் தலைமை அதிபதியின் விசேட அறிக்கை

**Special Audit Report on the Purchase of Electricity from ACE Power Embilipitiya (Pvt) Ltd by the Ceylon Electricity Board**

**ජාතික විගණන කාර්යාලය**  
தேசிய கணக்காய்வு அலுவலகம்  
**NATIONAL AUDIT OFFICE**





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# ලංකා විදුලිබල මණ්ඩලය විසින් ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගමෙන් විදුලිය මිලට ගැනීම පිළිබඳ විශේෂ විගණන වාර්තාව

## විධායක සාරාංශය

ලංකා විදුලිබල මණ්ඩලයට දිගුකාලීන ජනන සැලසුම් ළඟාකර ගැනීමට නොහැකි වීමෙන් ජනනය කරනු ලබන විදුලි ඒකක ප්‍රමාණය දේශීය ඉල්ලුම සපුරාලීමට ප්‍රමාණවත් නොවීම හේතුවෙන් ඒස් පවර් ඇඹිලිපිටිය (පුද්ගලික) සමාගමෙන් ද වර්ෂ 10 ක කාලයක් සඳහා විදුලිය මිලදී ගැනීම සඳහා එම සමාගම සමග විදුලි බල මණ්ඩලය 2003 මැයි 09 වන දින ගිවිසුමකට එළඹ තිබුණි. ඒ අනුව ගිවිසුමෙහි වලංගු කාලය 2005 අප්‍රේල් 06 දින සිට 2015 අප්‍රේල් 06 වන දින දක්වා වූ අතර එම දිනෙන් ගිවිසුම අවසන් වූ පසු එවකට පැවති හදිසි විදුලි අවශ්‍යතාවය සලකා බලා මෙම බලාගාරය ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගැනීම සඳහා සලකා බැලීමට 2016 මාර්තු 23 දින රැස්වූ අමාත්‍ය මණ්ඩලයේ දී තීරණය කර තිබුණි. එසේ වුවද එම තීරණය ක්‍රියාත්මක කිරීමෙන් තොරව සහ විදුලිබල ජනන අනුව අනුගමනය කළ යුතු ක්‍රමවේදයන්ට ද පටහැනි ලෙස ක්‍රියාකරමින් තවදුරටත් විදුලිබලය මිලදී ගැනීම සඳහා මූලික ගිවිසුම කාලය නිමවී වසරකින් පසුව (එම කාලය අතහැර) විදුලිය මිලදීගැනීමේ ගිවිසුම දිරිස කිරීමට විදුලිබල මණ්ඩලය කටයුතු කර තිබුණි.

මෙම බලාගාරය ඉදිකිරීම සඳහා ඇමරිකානු ඩොලර් මිලියන 61 ක ආයෝජනයක් කිරීමට සැලසුම් සකස් කර තිබුණු අතර එම ආයෝජනයෙන් සියයට 70 ක් හෙවත් ඇමරිකානු ඩොලර් මිලියන 43 ක් ණය ප්‍රාග්ධනය මගින් ද ඉතිරිය වන ඇමරිකානු ඩොලර් මිලියන 18 ක් ස්කන්ධ ප්‍රාග්ධනය මගින් ද පෞද්ගලික සමාගම විසින් එම බලාගාරයට ප්‍රාග්ධනය සපයා ගෙන තිබුණි. මේ සඳහා රජය සෘජුව මූල්‍ය දායකත්වයක් සපයා නොතිබුණු අතර මුළු ව්‍යාපෘති පිරිවැයෙන් සියයට 58.61 ක් හෙවත් ඇමරිකානු ඩොලර් මිලියන 36 ක් පිරියත හා යන්ත්‍රෝපකරණ සඳහා වැය කර තිබුණි. ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම මුල් ගිවිසුම් කාලය (2005-2015) තුළ රු.8,571,518,589 ක ශුද්ධ ලාභයක් ලබා තිබුණු අතර එය 2003 වර්ෂයේදී සමාගම විසින් සිදුකර තිබූ මූලික ප්‍රාග්ධනය වන රු.1,676,127,200 ට සාපේක්ෂව සියයට 511කි. .

මෙම බලාගාරයෙහි ස්ථාපිත බලාගාර ධාරිතාවය මෙහා වොට් 103 ක් වූ අතර එමගින් වාර්ෂිකව කිලෝ වොට් පැය 902,280,000 ක විදුලි ඒකක ප්‍රමාණයක් ජනනය කිරීමේ හැකියාව පැවතුණි. බලාගාරයේ සහතික කළ ධාරිතාවය වූ මෙහා වොට් 99.554 ට අනුව කිලෝ වොට් පැය 872,093,040 ක විදුලි ඒකක ප්‍රමාණයක් ජනනය කිරීමට හැකියාව ඇත. කෙසේ වුවද ගිවිසුම අනුව බලාගාර සාධකය වන සියයට 80 සැලකූ විට වාර්ෂිකව නිපදවිය හැකි කිලෝ වොට් පැය ප්‍රමාණය විදුලි ඒකක කිලෝ වොට් පැය 697,674,432 ක් වන අතර එය අවම සහතික කළ බලශක්ති ප්‍රමාණය (MGEA) ලෙස ගිවිසුමෙහි දක්වා තිබුණි.

ලංකා විදුලිබල මණ්ඩලයේ ඉල්ලීම මත රජයේ තක්සේරුකරු විසින් විසින් මෙම බලාගාරය මිලදී ගැනීම සඳහා වන බලාගාරයේ තක්සේරු වටිනාකම රු.මිලියන 2,370 ක් ලෙස ගණනය කර තිබුණ ද සියයට 66.9 ක් වූ සමාගමේ ධාරිතා අගය සහ සියයට 55 ක් වූ දළ ලාභයෙන් වෙනත් මෙහෙයුම් වියදම ආදේශ කිරීම නිවැරදිව කල් නම් බලාගාරයේ වටිනාකම රු. මිලියන 4,176 කට ආසන්න අගයක් විය යුතු බව විගණනයට නිරීක්ෂණය විය. ඒ අනුව රජයේ තක්සේරුකරුගේ තක්සේරු වටිනාකම වන රු.මිලියන 2,370 සමඟ සැසඳීමේ දී බලාගාරයේ වටිනාකම රු.1,806 කින් අවප්‍රමාණය වී තිබූ බව විගණනයට නිරීක්ෂණය විය. තවද එම තක්සේරු වටිනාකම බලාගාරයේ හිමිකරුවන් විසින් බලාගාරය ලංකා විදුලිබල මණ්ඩලය වෙත අලෙවිකිරීම සඳහා ඉදිරිපත් කරන ලද ලංසුව වූ රු. මිලියන 2,446 ට වඩා අඩු බැවින් එම බලාගාරය මිලදී නොගෙන අවස්ථා 4 කදී වසර 5 යි මාස 6 ක කාලයකට මූලික ගිවිසුම දීර්ඝ කිරීමට තීරණය කර තිබුණි. ඒ අනුව බලාගාරය ලංකා විදුලිබල මණ්ඩලයට අත්පත්කර ගෙන රජයට වඩා වාසිදායක ලෙස කටයුතු පවත්වාගෙන යාමට තිබූ අවස්ථාව අහිමි වී තිබුණු අතර රජයේ තක්සේරුකරුගේ තක්සේරු වටිනාකම සමාගමේ හිමිකරු විසින් සමාගම විකිණීමට කැමැත්ත ප්‍රකාශ කරන ලද මිලට වඩා අඩුවීම එයට හේතු වී තිබුණි.

තවද 2003 වර්ෂයේදී ඇතිකර ගත් මුල් ගිවිසුම වර්ෂ 10 කින් අවසන් වුවද එම ගිවිසුම් කාලය අවසන් වීමෙන් පසුව Buy out Event පිළිබඳව මුල් ගිවිසුමේ 11 වන ව්‍යවස්ථාවට ඇතුළත් කර නොතිබුණි. ඒ අනුව මෙම ගිවිසුම අනුව ගිවිසුම් කාලය අවසන් වීම මත Buy out Event අවස්ථාවක් ලෙස මෙම බලාගාරය මිලදී ගැනීමේ අයිතිය (සමාගම විසින් බලාගාරය මණ්ඩලය වෙත අලෙවි කිරීමට යෝජනා නොකළද) ලංවීමට අහිමි වී තිබුණි. එමෙන්ම දකුණු ප්‍රදේශයේ පවත්නා විදුලි බල අර්බුදය විසඳීම සඳහා යෝජනා කර තිබූ විකල්ප අවස්ථා 02 ක සඳහා වැය වෙතැයි අපේක්ෂා කර තිබූ සම්ප්‍රේෂණ පිරිවැය මෙන් පිළිවෙලින් 13 ගුණයක් සහ 11 ගුණයක් ධාරිතා ගාස්තු වශයෙන් ගිවිසුම දීර්ඝ කරන ලද වසර 5 සඳහා ඒස් පවර් ඇඹිලිපිටිය සමාගමට ගෙවීමට විදුලිබල මණ්ඩලයට සිදු වී තිබුණි.

සැලසුම් නිසි ලෙස ක්‍රියාත්මක නොවීම සහ සම්ප්‍රේෂණ පද්ධතියේ පවතින අඩුපාඩු හේතුවෙන් ලංකා විදුලිබල මණ්ඩලය සඳහා ඒස් පවර් ඇඹිලිපිටිය බලාගාරයෙන් විදුලිය ලබා ගැනීමේ අවශ්‍යතාව ඇති වූ බව හඳුනාගන්නා ලද අතර එම අවශ්‍යතාවය සාමාන්‍ය ඉල්ලුම සපුරාලීමට ප්‍රමාණවත් විදුලි සැපයුමක් නොතිබීම සහ හදිසි අවශ්‍යතාවයක් පැන නැගීම නිසා ඇති වූවක් නොවන බවද විගණනයට නිරීක්ෂණය විය.

බලාගාරය මිලදී ගැනීමේ ආර්ථිකමයභාවය පිළිබඳව නැවත සමාලෝචනය කර මිලදී ගැනීම වාසිදායක තත්වයක් තහවුරු වන්නේ නම් නොපමාව හෝ පවත්නා ගිවිසුම අවසන් වීමෙන් අනතුරුව බලාගාරය මිලදී ගැනීමට අවධානය යොමු කිරීමත්, රජයේ තක්සේරුකරු විසින් මෙම බලාගාරය තක්සේරු කිරීමේ දී අවධානයට ලක්කල යුතු කරුණු සඳහා ප්‍රමාණවත් අවධානයක් යොමු නොකිරීම හේතුවෙන් හෝ / සහ නොසැලකිලිමත්භාවය හේතුවෙන් නිවැරදි තක්සේරු වටිනාකමට වඩා අඩු වටිනාකමක් ලැබී ඇත්නම් ඒ සඳහා වගකිව යුතු පාර්ශවයන් හඳුනාගෙන සුදුසු පියවර ගැනීමටත්, යම් හෙයකින් බලාගාරය මිලදී නොගන්නේ නම් සහ තවදුරටත් මෙම

බලාගාරයෙන් විදුලිය මිලදී ගැනීමට ගිවිසුම්ගත වන්නේ නම් රජයට උපරිම ආර්ථික වාසි ලැබෙන ලෙස ගිවිසුම්ගත වීම ආදී කරුණු කෙරෙහි අදාල බලධාරීන්ගේ අවධානය යොමු කරවීම ද මෙම විශේෂ වාර්තාවෙන් අපේක්ෂා කරනු ලබයි.

**1. වාර්තාවේ පසුබිම හා ස්වභාවය**

ලංකා විදුලිබල මණ්ඩලයට දිගුකාලීන ජනන සැලසුම් ළඟාකර ගැනීමට නොහැකි වීම හේතුවෙන් ජනනය කරනු ලබන විදුලි ඒකක ප්‍රමාණය දේශීය ඉල්ලුම සපුරාලීමට ප්‍රමාණවත් නොවීම හේතුවෙන් එම අතිරික්ත ඉල්ලුම සපුරාලීම සඳහා පෞද්ගලික අංශයෙන් විදුලිය මිලදී ගැනීමට සිදු වී තිබුණි. ඒ අනුව එක් අවස්ථාවක් ලෙස ඒස් පවර් ඇඹිලිපිටිය (පුද්ගලික) සමාගමෙන් වර්ෂ 10 ක කාලයක් සඳහා විදුලිය මිලදී ගැනීම සඳහා එම සමාගම සමග විදුලි බල මණ්ඩලය 2003 මැයි 09 වන දින ගිවිසුමකට එළඹ තිබුණි. තවද එදිනම එම සමාගම හා ශ්‍රී ලංකා රජය අතර අත්සන් කර තිබූ ක්‍රියාත්මක කිරීමේ ගිවිසුමක් අනුව ශ්‍රී ලංකා ආයෝජන මණ්ඩල (BOI) ව්‍යාපෘතියක් ලෙස ඉහත සඳහන් විදුලිය උත්පාදනය සඳහා ඒස් පවර් ඇඹිලිපිටිය තාප බලාගාරය ඉදිකිරීම ද ආරම්භ කර තිබුණි. කෙසේ වුවද, මූලික ගිවිසුම් කාලය නිමවීමෙන් පසු මෙම බලාගාරය ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගැනීම සඳහා සලකා බැලීමට 2016 මාර්තු 23 දින රැස්වූ අමාත්‍ය මණ්ඩලයේ දී තීරණය කර තිබුණ ද එය ක්‍රියාත්මක නොකර සහ විදුලිබල පනත අනුව අනුගමනය කළ යුතු ක්‍රමවේදයන්ට ද පටහැනි ලෙස ක්‍රියාකරමින් විදුලිබලය මිලදී ගැනීම සඳහා මූලික ගිවිසුම් කාලය නිමවී වසරකින් පසුව විදුලිය මිලදීගැනීමේ ගිවිසුම දිරිස කිරීමට කටයුතු කර තිබුණි. මේ හේතුවෙන් ලංකා විදුලිබල මණ්ඩලයෙහි මූල්‍ය තත්වයට සහ ලාභදායීත්වයට ඇතිවී ඇති අයහපත් ප්‍රතිඵල හඳුනා ගැනීමත්, එම අයහපත් ප්‍රතිඵල හා අනාගතයේ දී ක්‍රියාත්මක කරනු ලබන මෙවැනි ව්‍යාපෘතිවලින් අපේක්ෂිත ප්‍රතිඵල ප්‍රශස්ථ ලෙස ලබා ගැනීම සඳහා අවධානය යොමු කිරීමත් අරමුණු කර ගනිමින් 2018 අංක 19 දරන විගණන පනතින් මා වෙත ලැබී ඇති බලතල මත මෙම විශේෂ විගණන වාර්තාව නිකුත් කිරීමට කටයුතු කරන ලදී.

**2 වාර්තාව පිළියෙල කිරීමේ ක්‍රමවේදය**

මෙම වාර්තාව පිළියෙල කිරීමේදී පහත දැක්වෙන ක්‍රමවේදයන් අනුගමනය කරන ලදී.

**2.1 ලේඛන පරීක්ෂාව**

- i. 2009 අංක 20 දරන විදුලි බල පනත
- ii. 2013 අංක 31 දරන විදුලි බල (සංශෝධන) පනත
- iii. ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම සහ ශ්‍රී ලංකා රජය අතර අත්සන් කර තිබූ ක්‍රියාත්මක කිරීමේ ගිවිසුම
- iv. ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම සහ ලංවිම අතර අත්සන් කර තිබූ විදුලිබලය මිලදී ගැනීමේ ගිවිසුම
- v. ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම සහ ලංකා බනිජ් තෙල් සංස්ථාව අතර අත්සන් කර තිබූ ඉන්ධන සැපයුම් ගිවිසුම
- vi. අනෙකුත් පෞද්ගලික අංශයෙන් විදුලිය මිලදී ගැනීමේ ගිවිසුම්
- vii. ලංකා විදුලිබල මණ්ඩලයේ මාසික සම්ප්‍රේෂණ පද්ධති පාලන හා මෙහෙයුම් වාර්තා

- viii. ලංකා විදුලිබල මණ්ඩලයේ ඓතිහාසික දත්ත පොත් 1969 සිට 2016 දක්වා ලංකා විදුලිබල මණ්ඩලයේ සංඛ්‍යාන දත්ත සහරා
- ix. ලංකා විදුලිබල මණ්ඩලයේ දිගු කාලීන ජනන ව්‍යාප්ති සැලසුම්
- x. මහජන උපයෝගීතා කොමිෂන් සභාවේ අවම පිරිවැය දිගු කාලීන ජනන ව්‍යාප්ති සැලසුම් පිළිබඳ තීරණ
- xi. ඒස් පවර් ඇෂීලිපිටිය පෞද්ගලික සමාගමේ මාසික ඉන්වොයිස්
- xii. ආසියානු සංවර්ධන බැංකුව (ADB) විසින් සකස් කළ තිරසාර විදුලිබල ආංශික සහය II ව්‍යාපෘති වාර්තාව
- xiii. පෞද්ගලික විදුලිය මිලදී ගැනීම පිළිබඳ පළවූ පුවත්පත් වාර්තා
- xiv. ලංවිම, විදුලිබල හා පුනර්ජනනීය අමාත්‍යාංශය (MOP&RE) සහ මහජන උපයෝගීතා කොමිෂන් සභාව (PUCSL) අතර හුවමාරු වූ ලිපිලේඛණ.
- xv. ලංකා විදුලිබල මණ්ඩලයේ දිගු කාලීන සම්ප්‍රේෂණ සැලසුම (2018-2027)
- xvi. අග්නිදිග වියළි කාලාපීය මූලික ව්‍යාපෘති සංවර්ධන යෝජනා
- xvii. වෙනත් නෛතික අවශ්‍යතාවය සඳහා රාජ්‍ය ආයතන වෙත ඉදිරිපත් කර ඇති ඒස් පවර් ඇෂීලිපිටිය (පෞද්ගලික ) සමාගමේ විගණිත වාර්ෂික මූල්‍ය ප්‍රකාශන

**2.2 වෙනත් පරීක්ෂාවන්**

- i. ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාවේ නිලධාරීන් සමඟ සාකච්ඡා කිරීම
- ii. ලංවිම සම්ප්‍රේෂණ සහ ජනන අංශයේ නිලධාරීන් සමඟ සාකච්ඡා කිරීම
- iii. ලංකා බණිජ තෙල් සංස්ථාවෙන් ලබාගත් ඉන්ධන මිලදී ගැනීම් තොරතුරු පරීක්ෂා කිරීම
- iv. විශ්ලේශණාත්මක සමාලෝචනය

**3. විෂය පථය සීමා කිරීම**

ඒස් පවර් ඇෂීලිපිටිය (පෞද්ගලික ) සමාගමේ වාර්ෂික මූල්‍ය ප්‍රකාශන සෘජුව පරීක්ෂා කිරීමට විගණකාධිපතිවරයාට ප්‍රතිපාදන නොමැති අතර වෙනත් නෛතික අවශ්‍යතාවය සඳහා රාජ්‍ය ආයතන වෙත ඉදිරිපත් කර ඇති සමාගමේ වාර්ෂික මූල්‍ය ප්‍රකාශන මත විගණනය කිරීම

**4. විෂය පථය**

ලංවිම සහ ඒස් පවර් ඇඹිලිපිටිය බලාගාරය අතර එළඹී මූලික ගිවිසුම අනුව 2005 අප්‍රේල් 06 වන දින සිට 2015 අප්‍රේල් 06 වන දින දක්වා වර්ෂ 10 ක කාලය තුළ විදුලි බලය මිලදී ගැනීම, එම ගිවිසුම් කාලය අවසන් වී වසරක් ගත වීමෙන් පසුව නැවත ළගිවිසුම දීර්ඝ කිරීම සඳහා අනුගමනය කළ ක්‍රියාවලිය සහ අවස්ථා හතරකදී ගිවිසුම දීර්ඝ කිරීම මගින් සිදුකරන ලද විදුලිය මිලදී ගැනීම පිළිබඳව මෙහිදී පරීක්ෂා කරන ලදී.

**5. ක්‍රියාවලිය**

**5.1 වර්තමානයේ ශ්‍රී ලංකාවේ විදුලිබල ඉල්ලුම හා විදුලිබල උත්පාදනය**

**5.1.1 ශ්‍රී ලංකාවේ විදුලිබල ඉල්ලුම**

2002 වර්ෂයේ සිට 2021 වර්ෂය දක්වා පසුගිය වර්ෂ 20 ක විදුලි ඉල්ලුම (අලෙවිය) සලකා බැලීමේදී ශ්‍රී ලංකාවේ සාමාන්‍ය වාර්ෂික ඉල්ලුමේ වර්ධනය සියයට 5.54 ක් බව නිරීක්ෂණය විය. තවද පසුගිය වර්ෂ 06 කදී වාර්ෂික විදුලි ඉල්ලුම පහත වගුවෙහි සඳහන් පරිදි වේ.

**වගුව අංක 01 - ශ්‍රී ලංකාවේ වාර්ෂික විදුලි ඉල්ලුම**

වර්ෂය	වාර්ෂික විදුලි ඉල්ලුම ගි.වො.පැ	පෞද්ගලික බලාගාරවලින් මිලදී ගැනීම ගි.වො.පැ	ප්‍රතිශත %
2016	12,785	3322	25.98
2017	13,431	3978	29.61
2018	14,091	3570	25.34
2019	14,611	4636	31.72
2020	14,286	4575	32.02
2021	15,214	4004	26.32

**මූලාශ්‍රය- (Historical Data Book, 1969-2020 and Statistical Digest -2021- CEB)**

තවද 2022 -2046 වර්ෂය දක්වා වූ ඉදිරි වර්ෂ 25 ක කාල පරිච්ඡේදය තුළදී සියයට 05 ක වාර්ෂික සාමාන්‍ය වර්ධන වේගයක් ඇති වේයැයි Long Term Generation Expansion plan 2022 - 2041 අනුව හඳුනා ගෙන තිබුණි (ඇමුණුම 01).

**5.1.2 ශ්‍රී ලංකාවේ වර්තමාන විදුලිබල උත්පාදන මූලාශ්‍ර**

2021 වර්ෂය අවසාන වන විට ශ්‍රී ලංකාවේ මුළු විදුලි උත්පාදන ධාරිතාවය මෙහා වොට් 4,186 ක් (පෞද්ගලික බලාගාරද ඇළත්ව) වන අතර එම වර්ෂයේ විදුලි ජනනය ගිගා

වොට් පැය 16,716 ක් (මෙගා වොට් පැය 16,716,000) වූ අතර විදුලි පරිභෝජනය ගිගා වොට් පැය 15,214 ක් විය.

**වගු අංක - 02 විදුලිබල උත්පාදන බලාගාර තත්වයන් - 2021**

විදුලි බලාගාර වර්ගය	සංඛ්‍යාව	ස්ථාපිත ධාරිතාවය	
		මෙගා වොට්	අයිතිය
තාප විදුලි බලාගාර (Thermal) -තෙල්	10	654	ලංචිම
තාප විදුලි බලාගාර (Thermal) ගල් අඟුරු	1	900	ලංචිම
ජල විදුලි බලාගාර (Hydro power)	17	1383	ලංචිම
සුළං විදුලි බලාගාර	1	104	ලංචිම
තාප විදුලි බලාගාර (Thermal) -තෙල්	2	433	පෞද්ගලික
නැවත ජනනය කළ හැකි මාධ්‍ය	299	712	පෞද්ගලික
එකතුව	330	4,186	

**මූලාශ්‍රය- (Statistical Digest -2021- CEB)**

**5.2 ශ්‍රී ලංකාවේ දකුණු ප්‍රදේශයට අවශ්‍ය විදුලිය උත්පාදන මූලාශ්‍ර සහ සම්ප්‍රේෂණය**

**5.2.1 විදුලි උත්පාදන මූලාශ්‍ර**

දිවයිනේ දකුණු ප්‍රදේශයේ පවත්නා විදුලි ඉල්ලුම සැපයීම සඳහා මෙ.වො. 289 ක ධාරිතාවයකින් යුත් බලාගාර උපයෝගී කර ගෙන තිබූ අතර එයින් මෙ.වො. 166 ක් හෙවත් සියයට 57.43 ක් පෞද්ගලික අංශයට අයත් වූ අතර මෙ.වො. 123 ක් හෙවත් සියයට 42.56 ක් ලංචිම සතු විය. ඒ අනුව දකුණු ප්‍රදේශයේ ඇතිවන විදුලි ඉල්ලුම කළමනාකරණය සඳහා පෞද්ගලික අංශයේ දායකත්වය අනිවාර්යය සාධකයක් වී ඇති බවට කරුණු හඳුනා ගැනීමට හැකි විය.

**වගු අංක - 03 දකුණු ප්‍රදේශය ආශ්‍රිත විදුලිබල උත්පාදන මූලාශ්‍ර තත්වයන් 2017**

බලාගාරයේ නම	ස්ථාපිත ධාරිතාවය (මෙ.වො.)	අයිතිය
ඒස් පවර් ඇෂීලිපීටිය විදුලි බලාගාරය	100	පෞද්ගලික
සමනල වැව	120	ලංචිම
ඒස් පවර් ජෙනරේෂන් මාතර විදුලි බලාගාරය	20	පෞද්ගලික
සුළං විදුලි බලාගාරය	03	ලංචිම
නැවත ජනනය කළ හැකි මාධ්‍ය	46	පෞද්ගලික
එකතුව	289	

5.2.2 දකුණු ප්‍රදේශයේ විදුලි සම්ප්‍රේෂණ මාර්ග

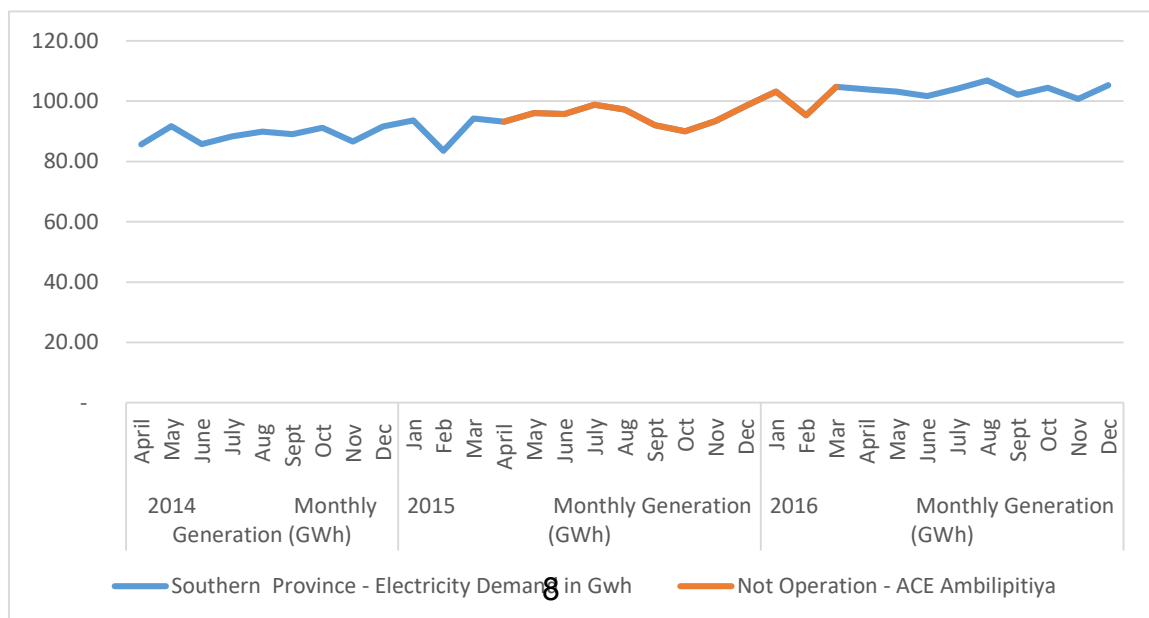
5.2.2.1 දකුණු ප්‍රදේශයේ පවත්නා විදුලි ඉල්ලුම සැපයීම සඳහා 132kv බැගින් වූ මාර්ග ධාරිතාවය සහිත සම්ප්‍රේෂණ මාර්ග 2 ක් සහ උපපොලවල් 8 ක් යොදා ගෙන තිබුණි. ඒ අනුව එම ප්‍රදේශයේ ඇතිවන විදුලි ඉල්ලුම කළමනාකරනය සඳහා මෙම සම්ප්‍රේෂණ මාර්ගවල අඛණ්ඩ දායකත්වය මෙන්ම සම්ප්‍රේෂණ මාර්ග සම්බන්ධිත විදුලි ජනන මූලාශ්‍ර වල විදුලි උත්පාදනයද තීරණාත්මක සාධකයක් වී තිබුණි.

වගු අංක - 04 ශ්‍රී ලංකාවේ දකුණු ප්‍රදේශයට විදුලිය සපයන විදුලි සම්ප්‍රේෂණ මාර්ග

සම්ප්‍රේෂණ මාර්ගය	උත්පාදන මූලාශ්‍රය	මාර්ග ධාරිතාවය	ධාරිතාවය (මෙ.වො)
නව ලක්ෂපාන- බලංගොඩ	ලක්ෂපාන සංකීර්ණය, සමනල වැව	132kV	120
පන්තිපිටිය -මතුගම	කුකුලේ බලාගාරය	132kV	75

5.2.2.2 2014 අප්‍රේල් මස සිට 2016 දෙසැම්බර් මාසය දක්වා කාලය තුළ දිවයිනේ දකුණු ප්‍රදේශයේ පැවැති විදුලි ඉල්ලුම / සැපයුම පහත දැක්වෙන ප්‍රස්ථාරයෙන් නිරූපනය වේ. ප්‍රස්ථාරය අනුව අදාළ කාල සීමාව තුළ එම ප්‍රදේශය සඳහා වන විදුලි ඉල්ලුම / සැපයුම ඉතා සුළු ප්‍රමාණයකින් පමණක් ඉහළ ගොස් ඇති බව නිරීක්ෂණ විය. එසේම එස් පවර් ඇඹිලිපිටිය බලාගාරයේ මෙහෙයුම් කටයුතු නොමැති 2015 අප්‍රේල් සිට 2016 මාර්තු දක්වා කාල සීමාව තුළ තත්වයක වුවද විදුලි ඉල්ලුම අඛණ්ඩව ලබා දීමට ලංවීම සමත් වී තිබුණු බව සඳහන් කර තිබුණි.

රූපසටහන 01 දකුණු ප්‍රදේශය - විදුලි ඉල්ලුම / සැපයුම

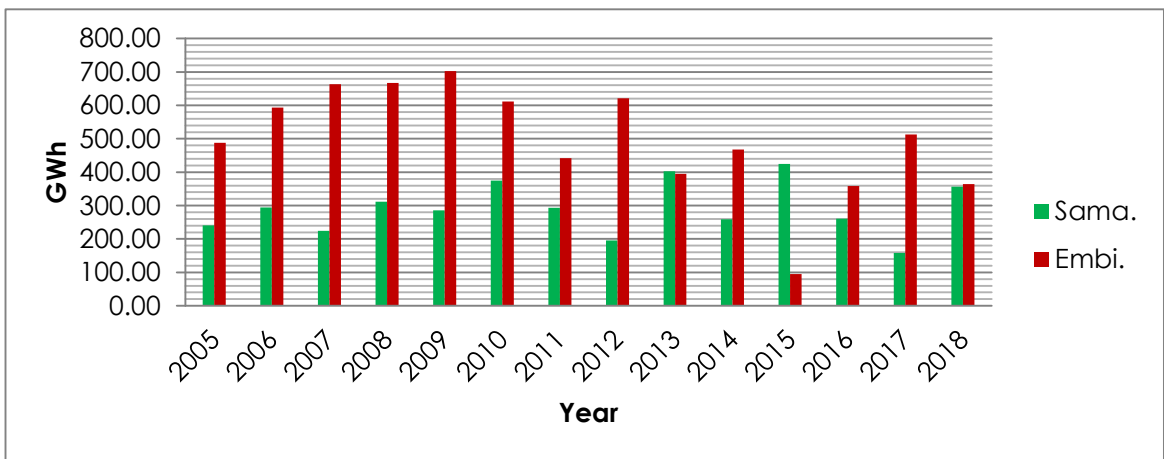




මූලාශ්‍රය - 2019 ජනවාරි 18 වෙනි දින අතිරේක සාමාන්‍යාධිකාරී (සම්ප්‍රේෂණ) සමඟ පැවති සාකච්ඡාවේදී ඉදිරිපත් කරන ලද තොරතුරු

5.2.2.3 ලංවිම විසින් ඇඹිලිපිටිය විදුලිබලාගාරය සමග වූ වර්ෂ 10 ක පළමු ගිවිසුම අවසන්ව පැවති වසරක කාලය තුළ (2015 වර්ෂය) දකුණු පලාත වෙත විදුලිය විසන්ධි කිරීමකින් සහ කෙටිකාලීන මිලදී ගැනීමකින් තොරව අඛණ්ඩව විදුලිබලය සපයා තිබූ අතර ජල කලමනාකරණ ලේකම් කාර්යාලය විසින් ද බාධාවකින් තොරව සමනලවැව ජලාශය උපයෝගී කරගනිමින් විදුලිබලය නිපදවා තිබූ බව පහත සඳහන් රූපසටහන අනුව පැහැදිලි වේ.

රූපසටහන 02 සමනලවැව ජලාශය උපයෝගී කරගනිමින් හා ඒස් පවර් විදුලිබලාගාරය මඟින් විදුලිබලය නිපදවීම 2005 - 2018



මූලාශ්‍රය - 2019 ජනවාරි 18 වෙනි දින අතිරේක සාමාන්‍යාධිකාරී (සම්ප්‍රේෂණ) සමඟ පැවති සාකච්ඡාවේදී ඉදිරිපත් කරන ලද තොරතුරු

5.3 දකුණු ප්‍රදේශයේ විදුලි ඉල්ලුම සපුරා ලීම සඳහා ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම සමග ගිවිසුම් ගත වීම

5.3.1 ඒස් පවර් ඇඹිලිපිටිය බලාගාරය ඉදිකිරීම

5.3.1.1 2003 මැයි 09 වන දින ශ්‍රී ලංකා රජය සහ ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම අතර අත්සන් කර තිබූ ක්‍රියාත්මක ගිවිසුමක් (ඇමුණුම 02) අනුව ශ්‍රී ලංකා ආයෝජන මණ්ඩල (BOI) ව්‍යාපෘතියක් ලෙස ඒස් පවර් ඇඹිලිපිටිය බලාගාරය ඉදිකිරීම ආරම්භ කර තිබුණි. මෙම බලාගාරය ශ්‍රී ලංකාවේ දකුණු ප්‍රදේශය ආශ්‍රිතව ස්ථාපිත කර තිබුණු අතර ගිවිසුම අනුව මෙම බලාගාරය ඉදිකිරීම සඳහා ඇමරිකානු ඩොලර් මිලියන 61 ක ආයෝජනයක් කිරීමට සැලසුම් සකස් කර තිබුණි. තවද එම ආයෝජනයෙන් සියයට 70 ක් හෙවත් ඇමරිකානු ඩොලර් මිලියන 43 ක් ණය ප්‍රාග්ධනය මඟින් ද ඉතිරිය වන ඇමරිකානු ඩොලර් මිලියන 18 ක් ස්කන්ධ ප්‍රාග්ධනය මඟින් ද සපයා ගෙන තිබුණි. මේ සඳහා රජය සෘජුව මූල්‍ය දායකත්වයක් සපයා නොතිබුණු අතර මුළු ව්‍යාපෘති පිරිවැයෙන්

සියයට 58.61 ක් හෙවත් ඇමරිකානු ඩොලර් මිලියන 36 ක් පිරියත හා යන්ත්‍රෝපකරණ සඳහා වැය කර තිබුණි.

වගු අංක - 05 ව්‍යාපෘතිය වෙනුවෙන් සිදුකර තිබූ ආයෝජනය එක් එක් පිරිවැය මූලිකාංග අනුව

අයිතමය	ආයෝජිත මුදල ඇ.ඩො	ප්‍රතිශතය
පිරියත හා යන්ත්‍රෝපකරණ	35,840,920	58.61
සිවිල් ගොඩනැංවීම්	8,390,000	13.72
මූලික කාරක ප්‍රාග්ධනය	6,409,993	10.48
මූල්‍ය පිරිවැය	4,105,000	6.71
ව්‍යාපෘති සංවර්ධන පිරිවැය	2,178,286	3.56
ඉදිකිරීම් කාලය තුළ ණය ගැණුම් පිරිවැය	1,860,611	3.04
වෙනත් ප්‍රාග්ධන පිරිවැය	1,753,334	2.87
සම්ප්‍රේෂණ මාර්ග	396,000	0.65
ඉඩම්	221,000	0.36
<b>මුළු ව්‍යාපෘති පිරිවැය</b>	<b>61,155,144</b>	<b>100</b>

5.3.1.2 ඉහත 5.3.1.1 ඡේදයෙහි සඳහන් පරිදි මෙම ව්‍යාපෘතිය මූල්‍යයනය සඳහා යොදන ඇ.ඩො 42,808,601 ක ණය මුදල (ව්‍යාපෘති පිරිවැයෙන් සියයට 70) ප්‍රධාන මූලාශ්‍ර දෙකක් යටතේ ලබාගැනීමට සමාගම කටයුතු කර තිබුණි. ඒ පිළිබඳ විස්තර පහත දැක්වේ.

වගුව අංක 06 - ව්‍යාපෘතිය සඳහා යොදන ලද ණය ප්‍රාග්ධනය පිළිබඳ විස්තර

විස්තරය	ණය මූලාශ්‍රය 01	ණය මූලාශ්‍රය 02
ණය මුදල (ඇ.ඩො)	15,288,786	27,519,815
ණය ආපසු ගෙවීම් කාලය වසර	07	07
පොලී අනුපාතය	8.45 %	5.725%
ණය සහන කාලය වසර	01	-

5.3.1.3 මෙම ව්‍යාපෘතිය සඳහා පිළියල කර තිබූ ණය ආපසු ගෙවීම පිළිබඳ විස්තර අනුව ලබා ගන්නා ලද ණය ආපසු ගෙවීම පහත වගුවෙහි දැක්වේ.

**වගුව අංක 07 - ණය වාරික ආපසු ගෙවීම පිළිබඳ විස්තර**

වර්ෂය	ආරම්භක ශේෂය (ඇ.ඩො)	ණය වාරික ආපසු ගෙවීම (ඇ.ඩො)	අවසන් ශේෂය (ඇ.ඩො)	ණය ගැනුම් පිරිවැය (ඇ.ඩො)
1	42,808,602	3,931,402	38,877,199	2,754,875
2	38,877,199	6,479,533	32,397,666	2,422,144
3	32,397,666	6,479,533	25,918,132	1,981,754
4	25,918,132	6,479,533	19,438,599	1,541,364
5	19,438,599	6,479,533	12,959,066	1,100,975
6	12,959,066	6,479,533	6,479,533	660,585
7	6,479,533	6,479,533	-	220,195
<b>එකතුව</b>		<b>42,808,601</b>		<b>10,681,892</b>

ඒ අනුව වසරක සහන කාලයකින් අනතුරුව වසර 07ක කාලයක් තුළ ණය මුදල සම්පූර්ණයෙන් ගෙවා නිම කිරීමට සැලසුම් සකස් කර තිබූ බව පැහැදිලි වේ.

5.3.1.4 ගිවිසුම අනුව ස්කන්ධ ප්‍රාග්ධනය මුළු ව්‍යාපෘති පිරිවැයෙන් සියයට 30 ක් හෙවත් ඇමරිකානු ඩොලර් 18,346,543 කින් සමන්විත විය. තවද ගිවිසුම අනුව ඒ සඳහා වාර්ෂිකව සියයට 17 සිට 28 දක්වා ප්‍රාග්ධනය සඳහා ප්‍රතිලාභ (Return on Equity) හිමිවන බව සඳහන්ව තිබුණි.

**වගුව අංක 08 - ප්‍රාග්ධනය සඳහා ප්‍රතිලාභය**

වර්ෂය	ස්කන්ධ ප්‍රාග්ධනය (ඇ.ඩො.)	ප්‍රතිලාභය (ඇ.ඩො.)	ප්‍රතිලාභය සියයට
1	18,346,543	3,577,575	19
2	18,346,543	3,210,645	17
3	18,346,543	3,210,645	17
4	18,346,543	3,210,644	17
5	18,346,543	3,118,912	17
6	18,346,543	3,302,378	18
7	18,346,543	3,302,378	18
8	18,346,543	4,586,636	25
9	18,346,543	5,137,032	28
10	18,346,543	4,586,643	25
<b>එකතුව</b>	<b>18,346,543</b>	<b>37,243,483</b>	<b>203</b>

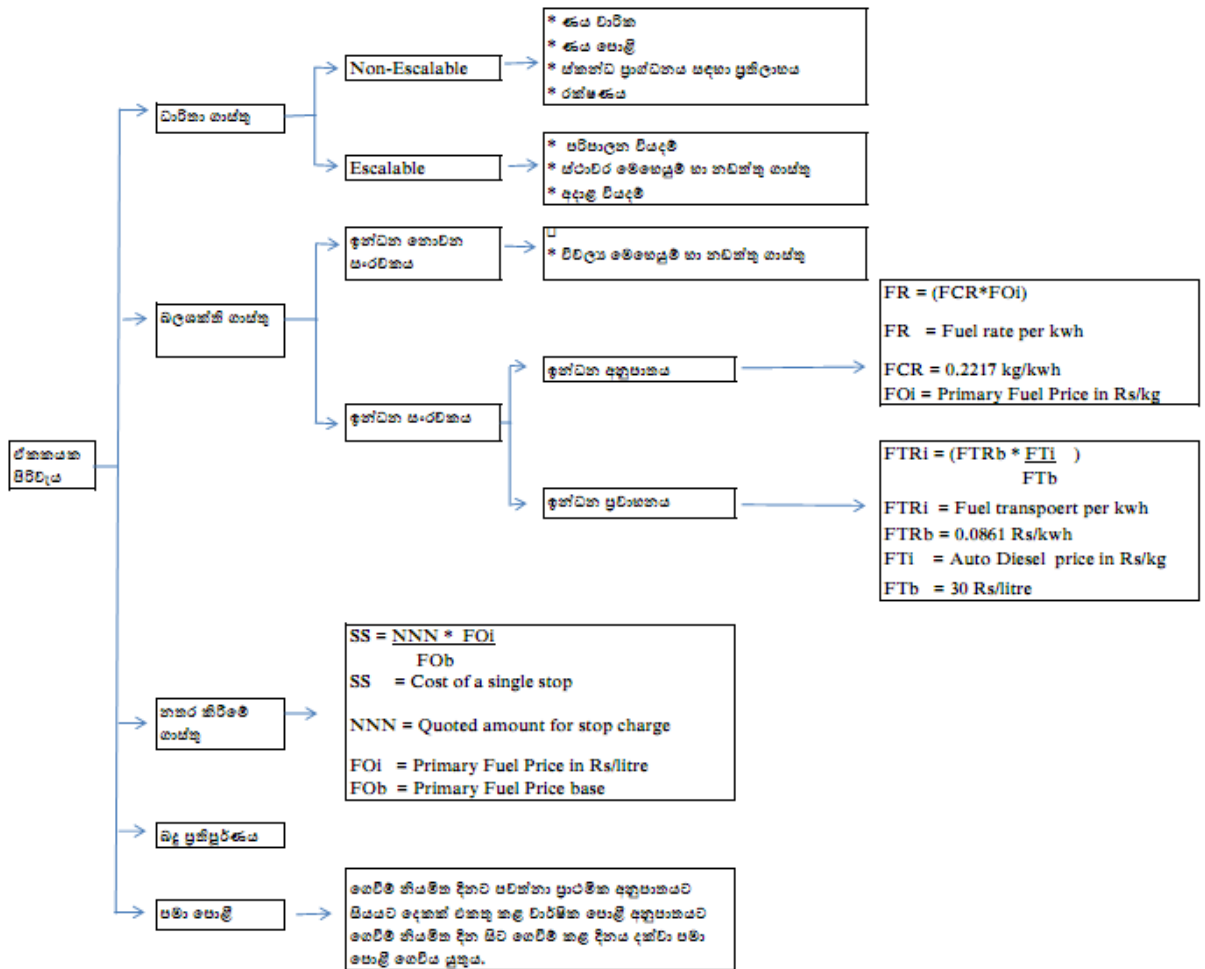
වගුව අංක 7 හි ඇතුළත් තොරතුරු අනුව 7 වැනි වර්ෂය අවසානයේදී ණය ගැණුම් පිරිවැය වන ඇ.ඩො 10,681,892 ගෙවා අවසන් වන බැවින් ඉන් පසු වර්ෂවලදී ප්‍රාග්ධනයට ප්‍රතිලාභය ඉහළ අනුපාතයක් ගෙන තිබුණි.

5.3.1.5 මෙම බලාගාරයෙහි ස්ථාපිත බලාගාර ධාරිතාවය මෙඟා වොට් 103 ක් වූ අතර එමඟින් වාර්ෂිකව කිලෝ වොට් පැය 902,280,000 ක විදුලි ඒකක ප්‍රමාණයක් ජනනය කිරීමේ හැකියාව පැවතුණි. බලාගාරයේ සහතික කල ධාරිතාවය වූ මෙඟා වොට් 99.554 ට අනුව කිලෝ වොට් පැය 872,093,040 ක විදුලි ඒකක ප්‍රමාණයක් ජනනය කිරීමට හැකියාව ඇත. කෙසේ වුවද ගිවිසුම අනුව බලාගාර සාධකය වන සියයට 80 සැලකූ විට වාර්ෂිකව නිපදවිය හැකි කිලෝ වොට් පැය ප්‍රමාණය විදුලි ඒකක කිලෝ වොට් පැය 697,674,432 කි. එය අවම සහතික කල බලශක්ති ප්‍රමාණය (MGEA) ලෙස ගිවිසුමෙහි දක්වා තිබුණි.

5.3.1.6 ඒස් පවර් ඇබ්ලිපිටිය බලාගාරයෙන් මිලදී ගන්නා විදුලි ඒකකයක සම්පූර්ණ පිරිවැය සැකැස්ම පහත රූප සටහන පරිදි එක් එක් පිරිවැය සංරචකයන්ගෙන් සමන්විතව තිබුණි.

රූපසටහන 03 - ඒස් පවර් ඇඹිලිපිටිය බලාගාරයෙන් මිලදී ගන්නා විදුලි ඒකකයක සම්පූර්ණ

පිරිවැය සැකැස්ම



5.3.1.7 මෙහි සඳහන් ධාරිතා ගාස්තුව Non Escalable Component of the Capacity සහ Escalable Component of the Capacity යනුවෙන් ප්‍රධාන කොටස් දෙකක් යටතේ ගෙවීමට නියමිත වී තිබුණි. එක් වර්ෂයක් සඳහා වන ධාරිතා ගාස්තුව වාර්ෂික අවම සහතික කල බල ශක්ති ප්‍රමාණය (MGEA) වන කිලෝ වොට් පැය 697,674,432 මත පදනම්ව ගෙවීමට නියමිත වී තිබුණි.

වගුව අංක 09 - ගිවිසුම අනුව ධාරිතා ගාස්තුව සහ ගෙවූ ධාරිතා ගාස්තුව

පිරිවැය	පිරිවැය	සංරචකයෙන්	ගිවිසුම අනුව වියදම	ගෙවූ මුළු මුදල
සංරචකය	ආවරණය වන වියදම්		ඇ.ඩො	ඇ.ඩො
ධාරිතා	ණය වාරික ආපසු ගෙවීම		42,808,601	
ගාස්තුව	- ණය ගැනුම් පිරිවැය		10,681,892	103,116,281
Non Escalable	ස්කන්ධ ප්‍රාග්ධනය සඳහා ප්‍රතිලාභ *		37,243,483	(වාර්ෂික LIBOR ගැලපුම
	රක්ෂණය		10,883,721	ඇතුළත්ව)
ධාරිතා	පරිපාලන වියදම්, ස්ථාවර		11,860,465	14,385,686
ගාස්තුව	- මෙහෙයුම් හා නඩත්තු			(උද්ධමනය
Escalable	වියදම් සහ අදාළ වියදම්			ගැලපුම
				ඇතුළත්ව)
එකතුව			113,478,162	117,501,967

\*ගිවිසුම අනුව ආයෝජනය, ස්කන්ධ ප්‍රාග්ධනය ඇ.ඩො 18,346,543 කින් සහ ණය ප්‍රාග්ධනය ඇ.ඩො 42,808,601 කින් සමන්විත විය.

i. **Non Escalable Component of the Capacity**

මෙම පිරිවැය සංරචක සඳහා ණය වාරික ආපසු ගෙවීම, ණය ගැනුම් පිරිවැය, ස්කන්ධ ප්‍රාග්ධනය සඳහා ප්‍රතිලාභය සහ රක්ෂණය ඇතුළත් කර තිබුණි. ඉහත සඳහන් 7 වන වගුවෙහි දක්වා ඇති පරිදි ව්‍යාපෘතිය සඳහා ලබාගත් ණය ප්‍රාග්ධනය (ඇ.ඩො 42,808,601) සහ ඒ සඳහා වන ණය ගැනුම් පිරිවැය (ඇ.ඩො 10,681,892), රක්ෂණය (ඇ.ඩො 10,883,721) සහ 8 වන වගුවෙහි දක්වා ඇති පරිදි ස්කන්ධ ප්‍රාග්ධනය සඳහා ප්‍රතිලාභය (ඇ.ඩො 37,243,483) ලංවිම විසින් මිලදී ගැනීමට එකඟ වී තිබූ වාර්ෂික අවම සහතික කල බලශක්ති ප්‍රමාණය (MGEA) වන කිලෝ වොට් පැය 697,674,432 පදනම් කර ගනිමින් පහත සඳහන් වගුවෙහි දක්වා ඇති පරිදි විදුලි ඒකකයක් සඳහා වන Non Escalable ධාරිතා ගාස්තුවට අවශේෂණය කර තිබුණි.

**වගුව අංක 10 - විදුලි ඒකකයක් සඳහා වන Non Escalable Component of the Capacity හි සැකැස්ම**

වර්ෂය	ණය ආපසු ගෙවීම	ණය ගැණුම් පිරිවැය	ස්කන්ධ ප්‍රාග්ධනය සඳහා ප්‍රතිලාභය	රක්ෂණය	N:E: ධාරිතා ගාස්තුව	වාර්ෂික ගැලපුම් (LIBOR)	ධාරිතා ගාස්තුවෙහි N:E: සංරචකය
1	0.0056	0.0039	0.0051	0.0018	0.0164	0.0008	0.0172
2	0.0093	0.0035	0.0046	0.0018	0.0192	0.0005	0.0197
3	0.0093	0.0028	0.0046	0.0018	0.0185	0.0005	0.0190
4	0.0093	0.0022	0.0046	0.0018	0.0179	0.0004	0.0183
5	0.0093	0.0016	0.0045	0.0018	0.0172	0.0002	0.0174
6	0.0093	0.0009	0.0047	0.0018	0.0167	(0.0001)	0.0167
7	0.0093	0.0003	0.0047	0.0016	0.0159	-	0.0159
8	-	-	0.0066	0.0016	0.0082	(0.0001)	0.0081
9	-	-	0.0074	0.0016	0.0090	(0.0001)	0.0089
10	-	-	0.0066	-	0.0066	-	0.0066
<b>එකතුව</b>	<b>0.0614</b>	<b>0.0152</b>	<b>0.0534</b>	<b>0.0156</b>	<b>0.1456</b>	<b>0.0022</b>	<b>0.1478</b>

**(ii) Escalable Component of the Capacity**

ලංචිම සහ ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම විසින් එළඹ තිබූ ගිවිසුම අනුව ගිවිසුම් ගත කාලය වන වර්ෂ 10 ක කාලය තුළ සමාගම පරිපාලන වියදම්, ස්ථාවර මෙහෙයුම් හා නඩත්තු වියදම් සහ අදාළ වියදම් වශයෙන් දැරීම සඳහා තක්සේරු කර තිබූ ඇ.ඩො 11,860,465 ක මුදල ලංචිම විසින් වර්ෂ 10 ක කාලය තුළ අවම වශයෙන් මිලදී ගැනීමට එකඟ වී තිබූ විදුලි ඒකක ප්‍රමාණය වන කිලෝ වොට් පැය 6,976,744,320 ක් පදනම් කර ගනිමින් (MGEA) කිලෝ වොට් පැයක් සඳහා ඇ.ඩො. 0.0017 ක් ලෙස ගිවිසුමෙහි දක්වා තිබුණි. එසේම මේ සඳහා ගෙවීමේදී එක්සත් ජනපද පාරිභෝගික මිල දර්ශකයේ අනුපාතය අනුව මාසික ගෙවීම් සිදු කිරීමට ද නියමිතව තිබුණි.

5.3.1.8 මෙහි සඳහන් බලශක්ති ගාස්තුවට ඉන්ධන අනුපාතය, ඉන්ධන ප්‍රවාහන අනුපාතය සහ බලශක්ති ගාස්තුවෙහි ඉන්ධන නොවන සංරචකය වශයෙන් ප්‍රධාන කොටස් තුනක් යටතේ ගෙවීමට නියමිත වී තිබුණි.

**(i) ඉන්ධන අනුපාතය**

ලංචිම සහ ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම විසින් එළඹ තිබූ ගිවිසුම අනුව ඉන්ධන අනුපාතය පහත පරිදි තීරණය කර තිබුණි.

$$\begin{array}{l} \text{ඉන්ධන} \\ \text{අනුපාතය} \end{array} = 0.2217\text{kg} \quad \text{X} \quad \begin{array}{l} \text{මිලදී ගත් විදුලි} \\ \text{ඒකක} \end{array} \quad \text{X} \quad \begin{array}{l} \text{අදාළ මාසයේ} \\ \text{ප්‍රාථමික ඉන්ධන මිල} \end{array}$$

**(ii) ඉන්ධන ප්‍රවාහන අනුපාතය**

ලංචිම සහ ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම විසින් එළඹ තිබූ ගිවිසුම අනුව ඉන්ධන ප්‍රවාහන අනුපාතය පහත පරිදි තීරණය කර තිබුණි.

$$\begin{array}{l} \text{ඉන්ධන} \\ \text{ප්‍රවාහන} \\ \text{අනුපාතය} \end{array} = \begin{array}{l} 0.00861 \\ \text{kg} \end{array} \quad \text{X} \quad \begin{array}{l} \text{මිලදී} \\ \text{ගත් විදුලි} \\ \text{ඒකක} \end{array} \quad \text{X} \quad \begin{array}{l} \text{අදාළ මාසයේ Auto Diesel} \\ \text{ඉන්ධන මිල} \\ \text{-----} \\ \text{-} \end{array}$$

පදනම් මාසයේ ප්‍රාථමික ඉන්ධන මිල (රු. 30 / litre)

**(iii) බලශක්ති ගාස්තුවෙහි ඉන්ධන නොවන සංරචකය (Non Fuel Component of the Energy Charges)**

ලංචිම සහ ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම විසින් එළඹ තිබූ ගිවිසුම (ඇමුණුම 02) අනුව ගිවිසුම් ගත කාලය වන වර්ෂ 10 ක කාලය තුළ සමාගම විසින් විචල්‍ය මෙහෙයුම් සහ නඩත්තු වියදම් වශයෙන් දැරීම සඳහා තක්සේරු කර තිබූ ඇ.ඩො 37,729,620 ක මුදල ලංචිම විසින් අවම වශයෙන් මිලදී ගැනීමට එකඟ වී තිබූ විදුලි ඒකක ප්‍රමාණය වන කිලෝ වොට් පැය 6,976,744,320ක් පදනම් කර ගනිමින් (MGEA) කිලෝ වොට් පැයක් සඳහා ඇ.ඩො 0.0044 ක් පළමු වසර 5 සඳහා ද ඊට පසුව වසර 5 ක් සඳහා 0.0064 ක් ලෙස ද දක්වා තිබුණි. එසේම මේ සඳහා ගෙවීමේදී එක්සත් ජනපද පාරිභෝගික මිල දර්ශකයේ අනුපාතය අනුව මාසික ගෙවීම් සිදු කිරීමට නියමිතව තිබුණි.



**5.3.1.9 නතර කිරීමේ ගාස්තු**

ගිවිසුම අනුව වසරක් තුළ බලාගාරයේ ජනන කටයුතු නතර කිරීම් ප්‍රමාණය 200 ක් ඉක්ම වන විට ඒ සඳහා ගාස්තු ගෙවීමට ලංවිම එකඟවී තිබුණි. ඒ සඳහා ගෙවිය යුතු ගාස්තුව පහත පරිදි ගණනය කිරීමට තීරණය කර තිබුණි.

$$\text{නතර කිරීම් ගණන} \times 15,000 \times \text{අදාළ මාසයේ ප්‍රාථමික ඉන්ධන මිල} \\ \text{නතර කිරීමේ ගාස්තු} = \frac{\text{පදනම් මාසයේ ප්‍රාථමික ඉන්ධන මිල (රු. 21.42 / litre)}}{\text{පදනම් මාසයේ ප්‍රාථමික ඉන්ධන මිල (රු. 21.42 / litre)}}$$

**5.3.1.10 බදු ප්‍රතිපූර්ණය**

ගිවිසුමේ 4.1 (සී) වගන්තිය අනුව (ඇමුණුම 03) සමාගම විසින් දරනු ලබන බදු වියදම් ලංවිම මඟින් ප්‍රතිපූර්ණය කළ යුතු විය. තවද ලංවිම විසින් ඉල්ලා සිටින අවස්ථාවකදී එම සමාගමේ බදු ගෙවීම් පිළිබඳ සහතිකයන් බදු උපදේශකයකු මඟින් සහතික කර ලබා දිය යුතුව තිබුණි. එසේම ගිවිසුමේ 4.1 (ඩී) වගන්තිය අනුව සමාගම විසින් දරනු ලබන විකුණුම් බදු ලංවිම මඟින් ප්‍රතිපූර්ණය කර ගැනීමේ හැකියාව සහ ගිවිසුමේ වගන්ති අංක 4.1(ඊ) අනුව යෙදවුම් මතවූ විකුණුම් බදු ලංවිම මඟින් ප්‍රතිපූර්ණය කිරීමේ අවස්ථාව පැවතුණි.

**5.3.1.11 ප්‍රමාද පොලී**

ගිවිසුමේ 4.5 වගන්තිය අනුව ලංවිම විසින් නියමිත දිනට පසුව සිදු කරනු ලබන ගෙවීම් සඳහා පොලී ගෙවිය යුතු විය. එහිදී ප්‍රාථමික අනුපාතය + සියයට 2 ක් ලෙස පොලී අනුපාතය දක්වා තිබුණි.

**5.3.2 විදුලිය සඳහා ගෙවීම් පිළිබඳ තොරතුරු**

5.3.2.1 මුල් ගිවිසුම් කාලය (2005-2015) තුළ ලංකා විදුලි බල මණ්ඩලය සමාගමින් මිලදී ගැනීමට අපේක්ෂිතව තිබූ අවම සහතික බලශක්ති ප්‍රමාණය ගි.වොට් 6,977 ක් වූ අතර එම කාලය තුළ සත්‍ය වශයෙන් මිලදී ගත් ඒකක ප්‍රමාණය පහත දක්වා ඇති පරිදි ගි.වොට් 5,748 ක් හෙවත් සියයට 82 කි. එම කාලය තුළ ධාරිතා ගාස්තු වශයෙන් මණ්ඩලය විසින් ඇමරිකානු ඩොලර් 117,501,967 කට සමාන රු.මිලියන 13,368 ක් සමාගමට ගෙවා තිබූ අතර විදුලි ඒකකයක ධාරිතා ගාස්තුව ඇ.ඩො.0.02 ක් විය. තවද ධාරිතා ගාස්තු පිරිවැයට ප්‍රමාද පොලී ලෙස ඇමරිකානු ඩොලර් 495,196 කට සමාන රු.මිලියන 53 ක් ද ගෙවීමට සිදුවී තිබුණි.

**වගුව අංක 11 - ධාරිතා ගාස්තු සඳහා ගෙවීම් පිළිබඳ තොරතුරු - ( ඇ. ඩො)**

ගිවිසුම් කාලය	විදුලි ඒකක ගිණ වොට් පැය			ධාරිතා ගාස්තුව			ප්‍රමාද පොළී		
	MGEA	සත්‍ය	%	Escalable			Non Escalable	එකතුව	
				ප්‍රාග්ධනය	උද්ධමනය	එකතුව			
2005/06	698	697	100	1,186,047	105,584	1,291,631	12,000,000	100,132	13,391,763
2006/07	698	576	83	1,186,047	143,980	1,330,027	13,744,186	151,416	15,225,629
2007/08	698	670	96	1,186,047	180,139	1,366,185	13,255,814	67,376	14,689,375
2008/09	698	668	96	1,186,047	242,055	1,428,101	12,767,442	77,932	14,273,475
2009/10	698	704	101	1,186,047	229,908	1,415,954	12,139,535	112,491	13,667,981
2010/11	698	501	72	1,186,046	253,850	1,439,896	11,651,160	26,559	13,117,615
2011/12	698	533	76	1,186,047	302,132	1,488,178	11,093,026	-	12,581,204
2012/13	698	590	85	1,186,047	329,739	1,515,785	5,651,163	(139,341)	7,027,607
2013/14	698	434	62	1,186,047	356,676	1,542,723	6,209,302	-	7,752,025
2014/15	698	376	54	1,186,047	381,160	1,567,206	4,604,651	98,631	6,270,488
<b>එකතුව ඇ.ඩො</b>	<b>6,977</b>	<b>5,748</b>	<b>82</b>	<b>11,860,465</b>	<b>2,525,221</b>	<b>14,385,686</b>	<b>103,116,281</b>	<b>495,196</b>	<b>117,997,163</b>
<b>එකතුව රුපියල් මිලියන</b>				<b>1,379</b>	<b>302</b>	<b>1,681</b>	<b>11,687</b>	<b>53</b>	<b>13,421</b>

**5.3.2.2** තවද මුල් ගිවිසුම් ගත කාලය (2005-2015) තුළ බලශක්ති ගාස්තු ලෙස පහත දක්වා ඇති පරිදි රු.මිලියන 73,651 ක් සමාගමට ගෙවා තිබූ අතර විදුලි ඒකක පිරිවැය රු.12.81 ක් වී තිබුණි. තවද නතර කිරීමේ ගාස්තුව, බදු ප්‍රතිපූර්ණය සහ ප්‍රමාද පොළී ලෙස පිළිවෙලින් රු. මිලියන 363 ක්, රු. මිලියන 4,784 ක් හා රු.මිලියන 527 ක් ගෙවා තිබුණි.

**වගුව අංක 12 - බලශක්ති ගාස්තු සඳහා ගෙවීම් පිළිබඳ තොරතුරු (රුපියල් මිලියන)**

ගිවිසුම් කාලය	ඉන්ධන අනුපාතය	ඉන්ධන ප්‍රවාහන ගාස්තුව	ඉන්ධන නොවන සංරචකය	උද්ධමනය	බලශක්ති ගාස්තුවේ එකතුව	නතර කිරීමේ ගාස්තුව		ප්‍රමාද පොළී	එකතුව
						බලශක්ති ගාස්තුව	බදු ප්‍රතිපූර්ණය		
2005/06	4,394	98	305	28	4,825	7	1,008	42	5,882
2006/07	5,247	100	249	33	5,629	31	868	47	6,575
2007/08	8,471	141	325	49	8,986	15	370	37	9,409
2008/09	8,552	173	328	68	9,121	23	308	117	9,569
2009/10	4,458	146	355	69	5,028	0	563	109	5,701
2010/11	4,052	105	364	77	4,598	48	287	18	4,950
2011/12	5,867	132	399	103	6,501	0	570	0	7,071
2012/13	9,528	196	85	135	9,944	37	493	0	10,474

2013/14	9,704	151	362	109	10,326	78	175	0	10,579
2014/15	8,148	123	320	101	8,692	125	141	157	9,115
එකතුව	68,421	1,366	3,092	772	73,651	363	4,784	527	79,325

**5.4 ඒස් පවර් ඇඹිලිපිටිය සමාගමේ මෙහෙයුම් ක්‍රියාකාරීත්වය**

5.4.1 මුල් ගිවිසුම් කාලය (2005-2015) තුළ ඒස් ඇඹිලිපිටිය පෞද්ගලික සමාගම රු.8,571,518,589 ක ශුද්ධ ලාභයක් ලබා තිබූ බව නිරීක්ෂණය වූ අතර එය 2003 වර්ෂයේදී ඔවුන් විසින් සිදුකර තිබූ මූලික ප්‍රාග්ධනය වන රු.1,676,127,200 ට සාපේක්ෂව සියයට 511කි. එසේම 2015/16 මූල්‍ය වර්ෂයේදී සමාගම රු. 543,670,674 ක ශුද්ධ අලාභයක් ලබා තිබූ බව නිරීක්ෂණය වූ අතර එයට ප්‍රධාන වශයෙන් ලංවිම සමඟ පැවති ගිවිසුම අවසන් වීම මත එම මූල්‍ය වර්ෂයේදී දින 05 ක කාලයක් පමණක් විදුලිය නිපදවීමත්, තොග හා අනෙකුත් වත්කම් භානිකරණ ලෙස රු.305,960,036 ක් ලාභයට එරෙහිව කපාහැරීමත් හේතුවී තිබුණි. කෙසේ වුවද 2016 වර්ෂයේදී ලංවිම විසින් ඒස් පවර් ඇඹිලිපිටිය සමාගම සමඟ පැවති ගිවිසුමෙහි කාලය දීර්ඝ කිරීමට කටයුතු කිරීමෙන් වසර පහක් තුළ එනම් 2016/2017, 2017/2018, 2018/2019, 2019/ 2020 සහ 2020/2021 සඳහා රු. 6,813,360,650 ක ශුද්ධ ලාභයක් උපයාගෙන තිබුණි. ඒ අනුව 2021 මාර්තු 31 දින වන විට ඒස් ඇඹිලිපිටිය පෞද්ගලික සමාගම උපයාගෙන ඇති මුළු ශුද්ධ ලාභය පහත විස්තර දක්වා ඇති පරිදි රු.14,841,208,565 ක් විය. එය මූලික ආයෝජනයට සාපේක්ෂව (රු.1,676,127,200) සියයට 885 කි. තවද, 2005/06 සහ 2006/07 වර්ෂවලදී පමණක් ලද ලාභය රු. 1,872,477,420 ක් වීමෙන් ආයෝජිත මුදලේ පිළිගෙවුම් කාලය වර්ෂ 2 ක් විය.

**වගුව අංක 13 - සමාගමේ මූල්‍ය තොරතුරු 2005 - 2021**

වර්ෂ	ලාභය /අලාභය	කොටස් හිමියන්ගේ ස්කන්ධය	ප්‍රාග්ධනයට ප්‍රතිලාභ අනුපාතය	කොටස ක ඉපයුම
	රු.	රු.	සියයට*	
2005/06	798,695,842	2,377,571,215	47.65	5
2006/07	1,073,781,578	2,328,642,333	64.06	6
2007/08	1,100,515,679	3,192,022,945	65.66	7
2008/09	1,194,515,959	3,829,453,426	71.27	7

2009/10	1,125,226,385	4,283,275,784	67.13	7
2010/11	1,078,852,671	2,084,144,935	64.37	6
2011/12	215,519,993	1,713,020,408	12.86	1
2012/13	665,219,914	2,209,191,572	39.69	4
2013/14	842,362,836	3,045,461,519	50.26	5
2014/15	476,827,732	3,520,766,105	28.45	3
<b>මුල් ගිවිසුම් කාලය</b>	<b>8,571,518,589</b>	<b>3,520,766,105</b>		
<b>අවසානයේ එකතුව</b>				
2015/16	(543,670,674)	1,979,799,747	(32.44)	(3)
2016/17	1,113,510,550	3,093,310,296	152.72	7
2017/18	1,278,406,942	3,867,134,299	175.34	8
2018/19	1,708,229,091	4,736,828,094	234.29	10
2019/20	1,437,741,548	5,590,514,896	197.19	9
2020/21	1,275,472,519	5,853,745,965	174.93	8
<b>එකතුව</b>	<b>14,841,208,565</b>	<b>5,853,745,965</b>		

\*2005/06 සිට 2015/16 දක්වා ස්කන්ධ ප්‍රාග්ධනය රු. 1,676,127,200 ක් සහ 2016/17 සිට ස්කන්ධ ප්‍රාග්ධනය රු. 729,115,332 ක් වූ අතර ඒ මත පදනම්ව ප්‍රාග්ධනයට ප්‍රතිලාභ අනුපාතය ගණනය කර ඇත.

5.4.2 සමාගමෙහි ආයෝජකයන් විසින් සමාගම වෙනුවෙන් ඉහත 5.4.1 ඡේදය පරිදි ආයෝජනය කර ඇති රු. 1,676,127,200 ක ප්‍රාග්ධනය වෙනුවෙන් ප්‍රතිලාභ ලෙස මුල් ගිවිසුම් කාලය සඳහා පමණක් ලාභාංශ වශයෙන් රු. 4, 911,052,722 ක් ලබාගෙන තිබුණි. ගිවිසුම් කාලය දීර්ඝ කිරීමෙන් පසු එනම් 2016/17 සිට 2020/21 දක්වා කාලය තුළ ලාභාංශ වශයෙන් රු. 2,933,222,600 ක් ද 2015/16 මූල්‍ය වර්ෂයේදී ප්‍රාග්ධන අවකරණයක් ලෙස හිමිකමින් රු. 947,011,868 ක මුදලක් ද ආපසු ලබාගෙන තිබුණි. එසේම 2020/21 මූල්‍ය වර්ෂය අවසන් වන විට හිමිකම් වශයෙන් රු.5,853,745,965 ක් සමාගම සතුව පැවතුණි. ඒ අනුව මූලික ආයෝජන මුදල ආවරණය කිරීමෙන් පසු 2021 මාර්තු 31 දිනට රු.12,021,894,087 ක් ආයෝජකයන් හට සිය ආයෝජනය වෙනුවෙන් ප්‍රතිලාභ ලෙස විවිධ ආකාරයෙන් ආපසු උපයාගැනීමට හැකිවී තිබුණි.

**වගුව අංක 14 - ලාභාංශ ලබාගැනීම**

වර්ෂය	වර්ෂයේ ලද ලාභාංශය	සංයුක්ත ලාභාංශ මුදල
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2005/06	-	-
2006/07	1,005,676,346	1,005,676,346
2007/08	419,031,800	1,424,708,146
2008/09	502,838,160	1,927,546,306
2009/10	754,257,240	2,681,803,546
2010/11	1,424,708,120	4,106,511,666
2011/12	586,644,520	4,693,156,186
2012/13	167,612,720	4,860,768,906
2013/14	-	4,860,768,906
2014/15	-	4,860,768,906
2015/16	50,283,816	4,911,052,722
2016/17	-	4,911,052,722
2017/18	502,838,160	5,413,890,882
2018/19	838,063,600	6,251,954,482
2019/20	586,644,520	6,838,599,002
2020/21	1,005,676,320	7,844,275,322

**5.5 ඒස් පවර් ඇඹිලිපිටිය සමාගම සමඟ ඇති ගිවිසුම් කාලය දීර්ඝ කිරීම**

5.5.1 දිවයිනේ දකුණු ප්‍රදේශයේ විදුලි පද්ධතිය පෝෂණය සඳහා බලංගොඩ - නව ලක්ෂපාන 132 kV ද්විත්ව පරිපථ සම්ප්‍රේෂණ මාර්ගය මගින් සැපයෙන විදුලිය සහ ඒස් පවර් ඇඹිලිපිටිය බලාගාරය මගින් මිලදී ගන්නා විදුලිය යොදා ගෙන තිබූ බැවින් ඒස් පවර් ඇඹිලිපිටිය සමාගම සමඟ පවත්නා ගිවිසුම 2015 අප්‍රේල් 06 වන දින අවසන්වූ පසු සමනල වැව බලාගාරයේ අඛණ්ඩ විදුලි ජනනය, දකුණු කලාපයට විදුලිය ලබාදීම සඳහා යොදා ගැනීමට අත්‍යවශ්‍ය බව 2014 සැප්තැම්බර් 29 දිනැති නි.ස (පද්ධති පාලන) විසින් අ.ස (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් හඳුනාගෙන තිබුණි. තවද සමනල වැව බලාගාරයෙහි එක් ජනන යන්ත්‍රයක් පමණක් ක්‍රියාත්මක වන අවස්ථාවක ලක්ෂපාන - බලංගොඩ ද්විත්ව පරිපථ මාර්ගය අධිබරපැටවීමක් (Overload) සිදු වන බැවින්, එම ප්‍රදේශයට බාධාවකින් තොරව විදුලිය සැපයීම සඳහා ඒස් පවර් බලාගාරයෙහි විදුලි ජනනය අත්‍යවශ්‍ය බවද තවදුරටත් හඳුනාගෙන තිබුණි (ඇමුණුම 04)

5.5.2 2014 නොවැම්බර් 04 වන දිනැති නියෝජ්‍ය සාමාන්‍යාධිකාරී (බලශක්ති මිලදී ගැනීම) විසින් අතිරේක සාමාන්‍යාධිකාරී (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් 2015 පළමු කාර්තුව වන විට අවසන් කිරීමට බලාපොරොත්තු වන ගාල්ල-මාතර සහ අම්බලන්ගොඩ සම්ප්‍රේෂණ මාර්ගය හේතුවෙන් දකුණු ප්‍රදේශයේ වෝල්ටීයතාව පිළිබඳ ගැටළු යම් ප්‍රමාණයකට අවසන් කළ හැකි බව දක්වා තිබුණි. තවද ඒස් පවර් ඇඹිලිපිටිය ගිවිසුම දීර්ඝ කිරීම වෙනුවට, කලමිබු පවර් පුද්ගලික සමාගම (කලමිබු බාර්ජ් බලාගාරය) සමඟ පවත්නා නිදහස් බල සැපයුම් ගිවිසුම අවසන් වීමෙන් පසු මෙගාවොට් 63 ක එම බලාගාරය රු.මිලියන 680 ක් වැය කරමින් ලංවිම විසින් මිලදී ගැනීමට අවස්ථාව ඇති බව හා එම බලාගාරය දකුණු ප්‍රදේශයට එනම් හම්බන්තොට වරායේ විදුලි උපපොළට සම්බන්ධ කිරීමේ හැකියාවක් පවතින බව දක්වා තිබුණි (ඇමුණුම 05) තවද 2015 මාර්තු 03 වන දිනැති නි.ස (පද්ධති පාලන) විසින් නි.ස (බලශක්ති මිලදී ගැනීම) වෙත යැවූ ලිපිය මගින් ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ ගිවිසුම් කාලය වසර 5 කින් දීර්ඝ කිරීමේ අවශ්‍යතාවය ද දක්වා තිබුණි (ඇමුණුම 06).

5.5.3 තවද ඒස් පවර් ඇඹිලිපිටිය බලාගාරය 2015 අප්‍රේල් 6 වන දින විශ්‍රාම ගැන්වූ පසු ප්‍රමාණවත් සැපයුමක් දකුණු ප්‍රදේශයට නොමැති වීම හේතුවෙන් බරපතල මෙහෙයුම් ගැටළු බලාපොරොත්තු විය හැකි බවද, අම්බලන්ගොඩ-නව ගාල්ල සම්ප්‍රේෂණ රැහැන් සහ සමනල වැව බලාගාරයේ විස්වාසනීයත්වය (ජල ධාරිතාවය අඩුවීම නිසා) සීමාවීම හේතුවෙන් මෙම තත්වය තවදුරටත් අහිතකර බලපෑම් ගෙන දීමට හේතු වියහැකි බවද 2015 මාර්තු 30 වන දිනැති නි.ස (පද්ධති පාලන) විසින් අ.ස (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් දක්වා තිබුණි. තවද දකුණු ප්‍රදේශයේ වෝල්ටීයතාවය ආරක්ෂා කිරීම සඳහා සමනල වැව බලාගාරයේ යන්ත්‍ර 2 ම දිවා කාලයේදී අවශ්‍ය විය හැකි බව ද එම ලිපිය මගින් දක්වා තිබුණි (ඇමුණුම 07)

ඉහත ලිපියට අදාළව දකුණු කලාපයේ පද්ධතියේ වර්තමාන තත්වය පිළිබඳව අදහස් දක්වා තිබූ ලංවිම අතිරේක සාමාන්‍යාධිකාරී (සම්ප්‍රේෂණ) විසින් දකුණු කලාපය 2015 අප්‍රේල් 06 දිනෙන් පසු අවදානම් තත්වයකට පත්විය හැකි බවත්, එබැවින් කඩිත්කඩ විදුලි විසන්ධිවීම් වලට ලක්වීම වැලැක්විය නොහැකි වනු ඇති බවත් දක්වා තිබූ අතර ඊට ලබාදිය යුතු කෙටිකාලීන විසඳුම් ලෙස ඒස් ඇඹිලිපිටිය බලාගාරයේ කාලය දීර්ඝ කිරීම, අම්බලන්ගොඩ - නව ගාල්ල සම්ප්‍රේෂණ මාර්ගය ගාල්ල විදුලිය බෙදාහැරීමේ උපපොළ වෙත සම්බන්ධ කිරීම ආදී යෝජනා ඉදිරිපත් කර තිබුණි.

5.5.4 කෙසේ වුවද ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික විදුලි බලාගාරය මිලදී ගැනීම සඳහා කටයුතු කරන්නේ නම් ඒ සඳහා රජයේ විධිමත් ප්‍රසම්පාදන ක්‍රියාවලිය අනුගමනය කිරීමේ අවශ්‍යතාවය 2015 අප්‍රේල් 10 වන දිනැති විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් සාමාන්‍යාධිකාරී (ලංවිම) වෙත එවූ ලිපිය මගින් අවධාරණය කර තිබුණි (ඇමුණුම 08). තවද, ඒස් පවර් ඇඹිලිපිටිය විදුලිබලාගාරයේ

කාලය දීර්ඝ කිරීම පිළිබඳව යළි විමර්ශනයක් සිදුකළ යුතු බව සහ යෝජිත දකුණු ප්‍රදේශය ආශ්‍රිත විදුලි ජාලය මගින් දකුණු ප්‍රදේශයට අවශ්‍ය විදුලි උත්පාදනය පවත්වා ගැනීම හා වර්ධනය සිදු කළ හැකි බැවින් තවදුරටත් ඇඹිලිපිටිය විදුලි බලාගාරයේ කාලය දීර්ඝ කිරීමක් සිදු කිරීමේ අවශ්‍යතාවක් ඇති නොවන බවත්, එයින් විශාල මූල්‍ය බලපෑමක් ලංකා විදුලිබල මණ්ඩලයට සිදුවන බවත්, එම මුදල් වෙනත් ප්‍රයෝජනවත් කටයුතු වලට යොදා ගත හැකි බවත් 2015 අප්‍රේල් 23 දිනැති නි.ස (බලශක්ති මිලදී ගැනීම) විසින් අ.ස (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් දන්වා තිබුණි (ඇමුණුම 9).

5.5.5 තවද මෙම කාලය තුළ එනම් 2016 පෙබරවාරි 25 වන දින සහ මාර්තු 13 වන දින ජාතික විදුලිබල පද්ධතිය පූර්ණ බිඳ වැටීමකට ලක් වීම පිළිබඳව අවධානය යොමු කර තිබූ අතර රටපුරා විදුලි සැපයුම බිඳවැටීම සඳහා බලපාන ලද හේතූන් සහ ඒ සඳහා වගකිව යුතු පුද්ගලයින්/නිලධාරීන් කිසිවකු වේ නම් ඒ පිළිබඳ තොරතුරු පරීක්ෂා කර බලා ඉදිරියේදී එවැනි සිදුවීම් හටගැනීම වැලැක්වීම සඳහා අනුගමනය කළ යුතු පියවර නිර්දේශ කිරීම පිණිස, විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයාගේ ප්‍රධානත්වයෙන් කමිටුවක් පත් කිරීමට පියවරගෙන ඇති බව එවකට අතිගරු ජනාධිපතිතුමා 2016 මාර්තු 16 දින දැනුම් දී තිබුණි (ඇමුණුම 10).

5.5.6 ඉන් අනතුරුව 2016 මාර්තු 18 දිනැති විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් “හදිසි විදුලි බිඳ වැටීමකදී ශ්‍රී ලංකාව තුළ අඛණ්ඩව විදුලි සැපයුමක් පවත්වා ගැනීම සඳහා අතිරේක විදුලිබල සංචිතයක් පවත්වා ගැනීම” නමින් පහත සඳහන් යෝජනා කරමින් අමාත්‍ය මණ්ඩල සංදේශක් ඉදිරිපත් කර තිබුණි (ඇමුණුම 11).

i ජාතික විදුලි සැපයුම ස්ථාවර කිරීම සඳහා අවශ්‍ය අතිරේක විදුලි ජනන ධාරිතාවක් පවත්වා ගැනීම සඳහා කඩිනම් පියවරක් වශයෙන් දැනට ගිවිසුම් කාලය අවසන් වී ඇති පහත සඳහන් විදුලි බලාගාර 3 ලංකා විදුලිබල මණ්ඩලය මගින් මිලදීගෙන හදිසි අවස්ථාවලදී භාවිතය සඳහා අවශ්‍ය අතිරේක විදුලි බලාගාර වශයෙන් පවත්වා ගැනීම.

- සී/ස හෙළදනවි සමාගමට අයත් පුත්තලමේ පිහිටි මෙ. වො. 100 ක ධාරිතාවයෙන් යුත් බලාගාරය
- සී/ස ඒස් පවර් සමාගමට අයත් ඇඹිලිපිටියේ පිහිටි මො.වො. 100 ක ධාරිතාවකින් යුත් බලාගාරය
- සී/ස ඒස් පවර් ජෙනරේෂන් සමාගමට අයත් මාතර පිහිටි මෙ.වො. 25 ක ධාරිතාවයෙන් යුත් බලාගාරය

ii. මෙම විදුලි බලාගාර මිලදී ගැනීම පිළිබඳ අදාළ පාර්ශවයන් සමඟ සාකච්ඡා කර අමාත්‍ය මණ්ඩල නිර්දේශ ඉදිරිපත් කිරීම සඳහා තාක්ෂණික ඇගයීම් කමිටුවක්

(TEC) හා අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුවක් (SCANC) පත් කිරීම සඳහා රාජ්‍ය මූල්‍ය දෙපාර්තමේන්තුවට නියෝග කිරීම.

5.5.7 ඒ අනුව එම සංදේශය සඳහා 2016 මාර්තු 23 දින අමාත්‍ය මණ්ඩල රැස්වීමේදී පහත සඳහන් තීරණ ලබාදී තිබුණි (ඇමුණුම 12 )

- i. සංදේශයේ සඳහන් යෝජනා පිළිබඳ ඉදිරි කටයුතු කිරීම සඳහා අනුමැතිය ලබාදීම.
- ii. සංදේශයේ සඳහන් සමාගම්වලින් විදුලිබලය ලබාගත් පසුගිය කාලපරිච්ඡේදයේදී එකී සමාගම විසින් දරන ලද ප්‍රාග්ධන ආයෝජනයට ප්‍රමාණවත් විය හැකි අන්දමේ ගෙවීම් ලංකා විදුලිබල මණ්ඩලය විසින් එකී සමාගම්වලට “ධාරිතා ගෙවීම්” වශයෙන් දැනටමත් ගෙවා ඇති බවට වූ අමාත්‍ය මණ්ඩල නිරීක්ෂණය තාක්ෂණික ඇගයීම් කමිටුව (TEC) සහ අමාත්‍ය මණ්ඩලය විසින් පත් කළ මිල සාකච්ඡා සම්මුති කමිටුවේ (SCANC) අවධානය යොමු කරවනු පිණිස යොමුකරන ලෙස අමාත්‍යාංශ ලේකම්වරයාට නියම කිරීම.

5.5.8 තවද 2016 මාර්තු 22 දිනැති විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් “ඉදිරියේදී ඇතිවිය හැකි නියං කාලයට මුහුණදීම සඳහා හදිසි අවස්ථා විදුලිබල ධාරිතාවයක් පවත්වා ගැනීම” නමින් ඉදිරිපත් කරන ලද අමාත්‍ය මණ්ඩල සංදේශයෙහි ඉදිරි සති 3-4 ඇතුළත ඇතිවිය හැකි විදුලි හිඟය මඟහරවා ගැනීම සඳහා මෙ.වො.100 ක පමණ හදිසි විදුලි ජනන ප්‍රමාණයක් (හදිසි විදුලි බලය) දින හතක පමණ කෙටි කාලයක් තුළ ලංසු ඉදිරිපත් කිරීමට සැපයුම්කරුවන්ට අවස්ථාව ලබා දී සති 02-03 ක් ඇතුළත ස්ථාපිත කිරීමේ කොන්දේසියට යටත්ව ක්ෂණික මිලදී ගැනීමක් වශයෙන් මිලදී ගැනීමට අනුමැතිය ඉල්ලා තිබුණි (ඇමුණුම 13). අමාත්‍ය මණ්ඩලය විසින් එම සංදේශය ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල කාරක සභාවේ නිර්දේශ ලබා ගැනීම පිණිස එකී කාරක සභාව වෙත යොමු කිරීමට 2016 මාර්තු 23 දින තීරණය කර තිබුණි (ඇමුණුම 14).

5.5.9 අමාත්‍ය මණ්ඩල තීරණය අනුව පත්කර තිබූ ඉහත 5.5.5 හි සඳහන් කර ඇති අමාත්‍ය මණ්ඩල අනුකමිටුවේ අතුරු වාර්තාව 2016 මාර්තු 29 දින ඉදිරිපත් කර තිබුණු අතර එහිදී පහත සඳහන් නිර්දේශයන් ලබා දී තිබුණි (ඇමුණුම 15).

- i. පද්ධති පාලන මධ්‍යස්ථානය ශක්තිමත් කිරීම
- ii. ඉල්ලුම් පාර්ශවීය බලශක්ති කළමනාකරණය (Demand Side Management) පිළිබඳ විශේෂ අවධානය යොමු කිරීම.



- iii. සූර්ය කෝෂ මඟින් විදුලිය නිෂ්පාදනය දිරි ගන්වනු ලබන ජාතික වැඩපිළිවෙල වහා ආරම්භ කිරීමත් ඒ සඳහා ගෙවීම ක්‍රමවේදයක් හඳුන්වාදීම.
- iv. දැනට විශ්‍රාම ගත්වා ඇති හෙළදනවි, ඒස් පවර් ඇඹිලිපිටිය, ඒස් පවර් ජෙනරේෂන් මාතර යන පෞද්ගලික තාප බලාගාර ලංකා විදුලිබල මණ්ඩලයට වාසිදායක සුදුසු කොන්දේසි මත ලංකා විදුලිබල මණ්ඩලය විසින් සම්පූර්ණ වශයෙන් මිලදී ගැනීම හෝ වෙනත් විකල්ප ක්‍රමවේදයක් භාවිතා කිරීම.
- v. ජාතික විදුලිබල පද්ධතියේ නඩත්තු කටයුතු පිළිබඳ සහ ක්‍රියාකාරීත්වය පිළිබඳ කළමනාකරණ තොරතුරු පද්ධතීන් වහාම පිහිටුවීම.
- vi. දකුණු ප්‍රදේශය තුළ විදුලි පද්ධතියේ පවතින විදුලි අවශ්‍යතාවය සඳහා හම්බන්තොට වරාය හෝ ගාල්ල වරාය ආශ්‍රිතව තාප විදුලි බලාගාරය නොපමාව ඉදිකළ යුතු බව.
- vii. මෙ. වො. 65 පමණ ධාරිතාවයකින් යුත් රජයේ සහ පෞද්ගලික ආයතනවල අමතර බල ශක්ති ප්‍රභවයන් ලෙස තබා ඇති විශාල ප්‍රමාණයේ විදුලි ජනක යන්ත්‍ර ඉදිරි කාලය තුළ ප්‍රයෝජනයට ගැනීම සඳහා ක්‍රමවේදයක් හඳුන්වා දීම.
- viii. මෙ.වො. 100 කට ආසන්න ධාරිතාවයකින් යුත් දිවයින පුරා පවතින කුඩා ප්‍රමාණයේ විදුලි ජනක යන්ත්‍ර පිළිබඳ දිස්ත්‍රික් ලේකම්වරුන් හා ප්‍රාදේශීය ලේකම්වරුන් මඟින් සංගණනයක් වහාම සිදුකිරීම හා අවශ්‍ය වුවහොත් එම විදුලි ජනක යන්ත්‍ර පද්ධතියට ලබා ගැනීම.

5.5.10 ඒ අනුව විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් “අතිරේක විදුලිබල සංචිතයක් පවත්වා ගැනීම සඳහා සීමාසහිත “ඒස් පවර්” ඇඹිලිපිටිය සමාගමට අයත් මෙ.වො.100 ක විදුලි බලාගාරය මිලදී ගැනීම” නමින් අමාත්‍ය මණ්ඩල සංදේශයක් 2016 මාර්තු 29 දින ඉදිරිපත් කර තිබුණු අතර (ඇමුණුම 16) එම සංදේශයෙහි 2016 මාර්තු 23 දිනැති අමාත්‍ය මණ්ඩල තීරණ අනුව විදුලි බලාගාරය මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට පත් කල සාකච්ඡා සම්මුති කමිටුවේ සහ තාක්ෂණික ඇඟයීම් කමිටුවේ දී ගන්නා ලද පහත තීරණ ද මෙම සංදේශයෙහි ඇතුළත් කර තිබුණි.

- (i) සීමාසහිත ඒස් පවර් ඇඹිලිපිටිය සමාගම විසින් බලාගාරය සඳහා ඇ.එ.ජ.ඩොලර් මිලියන 17 ක මිලක් ඉදිරිපත් කර තිබූ බැවින් බලාගාරයේ වටිනාකම නිශ්චය කිරීම සඳහා රජයේ ප්‍රධාන තක්සේරුකරුගෙන් තක්සේරුවක් ලබා ගැනීම සහ බලාගාරයේ වත්මන් තත්ත්වය පිළිබඳව යන්ත්‍ර නිෂ්පාදනය කළ සමාගමෙන් තත්ත්ව වාර්තාවක් ලබාගැනීම.

- (ii) මේ සඳහා සති කිහිපයක් කල්ගත වන බැවින් කඩිනමින් හදිසි විදුලිය මිලදී ගැනීම සඳහා සමාගම සහ ලංවිම අතර අත්සන් කර දැනට කල් ඉකුත් වී ඇති විදුලිය මිලදී ගැනීමේ ගිවිසුම පදනම් කරගෙන වසරක කාලයක් සඳහා විදුලිය මිලදී ගැනීම සුදුසු බව.
- (iii) ගිවිසුම බලාත්මකව තිබූ අවසාන මාසයේදී ගෙවන ලද ධාරිතා ගාස්තුවෙන් සියයට 5 ක වට්ටමක් සහිතව වසරක කාලයක් සඳහා ගෙවීමටත් අනෙකුත් විචල්‍ය ගාස්තු ගිවිසුමේ ඇති කොන්දේසි ප්‍රකාරව ගෙවීම.
- (iv) වර්ෂයක කාලයකට විදුලිය මිලදී ගැනීමේ ගිවිසුමකට එළඹුණද එම කාලය ඇතුළතදී බලාගාරය මිලදී ගැනීම සඳහා දෙපාර්ශවය එකඟ වුවහොත් එදින සිට ගිවිසුම අවසන් කර බලාගාරය ලංකා විදුලිබල මණ්ඩලය වෙත පැවරීමටද දෙපාර්ශවය එකඟ වී තිබුණි.

5.5.11 ඒ අනුව ඉහත තීරණ මත පදනම්ව පහත සඳහන් යෝජනා අමාත්‍ය මණ්ඩලයේ සලකා බැලීම සඳහා ඉදිරිපත් කර තිබුණි.

- (i) වහාම ක්‍රියාත්මක වන පරිදි ලංකා විදුලි බල මණ්ඩලය සහ සීමාසහිත ACE Power ඇෂීලිපිටිය සමාගම විසින් අත්සන් කරන ලද විදුලිය මිලදී ගැනීමේ ගිවිසුම සහ එම ගිවිසුමට පසුව කරන ලද සංශෝධනවල සහ පහත (ii) සහ (iii) හි සඳහන් සංශෝධනවලට යටත්ව වසරක කාලයක් සඳහා එම සමාගමෙන් විදුලිය මිලදී ගැනීම.
- (ii) විදුලිය මිලදී ගැනීමේදී (Capacity charge) අවසන් වරට ගෙවූ මුදලින් 5% ක වට්ටමක් සහිතව ගෙවීම.
- (iii) ඉන්ධන ප්‍රවාහන ගාස්තුව විදුලිය මිලදී ගැනීමේ ගිවිසුමට අනුව ගෙවීමටත් හම්බන්තොට වරායෙන් ඉන්ධන ප්‍රවාහනය කරන විට ලංකා බැංකු තෙල් සංස්ථාවේ මිල ගණන් අනුව ගෙවීම.
- (iv) බලාගාරය මිලදී ගැනීමට දෙපාර්ශවය එකඟ වුවහොත් එදින සිට ඉහත 3(i) මඟින් වසරක කාලයක් සඳහා අත්සන් කරන ලද ගිවිසුම අවසන් කර බලාගාරය මිලදීගැනීම.
- (v) 2016 මාර්තු 23 දිනැති අමාත්‍ය මණ්ඩල නිර්දේශය මඟින් අනුමැතිය ලබා දී ඇත්තේ විදුලි බලාගාරය මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට බැවින් බලාගාරයෙන් විදුලිය මිලදී ගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත් කල සාකච්ඡා සම්මුති කමිටුවට සහ තාක්ෂණික ඇඟවීම් කමිටුවට ආවරණ අනුමැතිය ලබාදීම.

අමාත්‍ය මණ්ඩලය විසින් ඉහත යෝජනා සඳහා අනුමැතිය 2016 මාර්තු 30 දින ලබාදී තිබුණි (ඇමුණුම 17)

5.5.12 තවද, පවත්නා තත්වය සැලකිල්ලට ගනිමින් ක්ෂණික (Spot) ප්‍රසම්පාදනය යටතේ මෙ.වො.55 ක හදිසි විදුලිය මිලදී ගැනීම සඳහා විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්වරයා හට බලය පැවරීමටත් එම ප්‍රසම්පාදනය සඳහා අපේක්ෂිත ලංසුකරුවන් ගෙන් දින 7 ක් ඇතුළත ලංසු ලේඛණ කැඳවීමටත් එම බලාගාර සති 2 ත් 3 ත් අතර ආරම්භ කළ යුතු බවටත් 2016 මාර්තු 29 දින පැවති ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල කාරක සභාව ගත් තීරණයෙහි දක්වා තිබුණි. ඒ සඳහා අමාත්‍ය මණ්ඩල එකඟතාවය ද 2016 මාර්තු 30 දින ලබා දී තිබුණි.

5.5.13 ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ පරීක්ෂණ ධාවනයක් 2016 අප්‍රේල් 05 දින සිට සිදුකරන බැවින් සමනල වැව සහ ලක්ෂපාන බලාගාරවල ජනනය සීමාකිරීම (restrict) සිදුවිය හැකි බවත්, දකුණු කාලාපයේ පවතින අවශ්‍යතාවය සහ සම්ප්‍රේෂණ ජාලයේ සීමාවන් හේතුවෙන් කුසලතා පිළිවෙල (Merit Basis) කඩකිරීමට සිදුවිය හැකි බවත්, 2016 අප්‍රේල් 05 දිනැති නි.ස (පද්ධති පාලන) විසින් අ.ස (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් දන්වා තිබුණි (ඇමුණුම 18). තවද එම බලාගාරයෙන් විදුලිය මිලදී ගැනීමේදී 2015 අප්‍රේල් ඒකකයක පිරිවැය සැලකිල්ලට ගන්නා බවත්, බලාගාරයට අවශ්‍ය තෙල් සැපයුම පිළිබඳ ලංකා බනිජ් තෙල් සංස්ථාව දැනුවත් කර ඇති බවත්, කලින් බාර්ජ් මවුන්ටන්ඩ් බලාගාරය වෙනුවෙන් වෙන්කර තිබූ තෙල් සංචිත ඇඹිලිපිටිය බලාගාරය සඳහා යොදා ගැනීමට නියමිත බවත් එම ලිපියෙන් දන්වා තිබුණි.

5.5.14 මෙ.වො. 55 ක විදුලි ධාරිතාවයක් කෙටිකාලීන පදනමක් මත මිලට ගැනීම සඳහා 2016 අප්‍රේල් 05 වන දින මහජන උපයෝගීතා කොමිෂමෙන් අවසර ඉල්ලා තිබුණු අතර (ඇමුණුම 19) 2016 අප්‍රේල් 11 දින ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව (PUCSL) විසින් ලංවිම සාමාන්‍යාධිකාරී වෙත එවූ ලිපිය මගින් ඒ සම්බන්ධව සාකච්ඡා කිරීම සඳහා රැස්වීමක් ඉල්ලා තිබුණි. (ඇමුණුම 20). එහිදී, කෙටිකාලීන පදනමින් බලාගාර ස්ථාපිත කළ පසු පද්ධතියේ ස්ථාවරත්වය වැඩිදියුණු වන අයුරු පැහැදිලි කරන ලෙස ඉල්ලා තිබූ අතර ලංවිම දන්වා තිබුණේ කෙටිකාලීන පදනමින් බලාගාර ස්ථාපිත කළද පද්ධතිය වැඩිදියුණු කිරීම අත්‍යාවශ්‍යයෙන් සිදුකළ යුතු බවයි.

5.5.15 2016 අප්‍රේල් 22 දිනැති ලිපිය මගින් මහජන උපයෝගීතා කොමිෂන් සභාව විසින් කෙටිකාලීන විදුලිබලය මිලදී ගැනීමට අදාළව පහත සඳහන් නිරීක්ෂණයන් ලංකා විදුලිබල මණ්ඩලය වෙත දන්වා තිබුණි (ඇමුණුම 21).

- i. ශ්‍රී ලංකා විදුලිබල පනතේ 43 (4) (c) (ii) වගන්තිය අනුව සියළු විදුලිය මිලදී ගැනීම සිදු කළ යුතු බව සහ මෙම නිශ්චිත විදුලිබල මිලදී ගැනීමේ ක්‍රියාවලිය මගින් එම වගන්ති උල්ලංඝනය කර ඇති බව
  - (අ) අවම පිරිවැය දිගුකාලීන ජනන සැලැස්මෙහි ඉල්ලුම් කර ඇති හදිසි විදුලි අවශ්‍යතාවය දක්වා නොමැති බව

(ආ) අමාත්‍ය මණ්ඩල සංදේශය ඉදිරිපත් කර අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීමට පෙර මෙවැනි ප්‍රසම්පාදනයන් සඳහා PUCSL හි අනුමැතිය ලබාගත යුතු බව

ඉහත නිරීක්ෂණයන්ට අදාළව 2016 මැයි 02 දිනැති ලිපිය මගින් සාමාන්‍යාධිකාරී ලංවිම විසින් පහත පරිදි පිළිතුරු ලබා දී තිබුණි (ඇමුණුම 22)

- i. හදිසි විදුලි බලාගාර අවම පිරිවැය දිගුකාලීන ජනන සැලැස්මෙහි ඇතුළත් නොවීම දිගුකාලීන ජනන සැලැස්මේ දිගුකාලීන ජනන වැඩ සටහන්වලට අදාළ සැලැස්ම අන්තර්ගත වන අතර කෙටි කාලීන හදිසි විදුලි අවශ්‍යතා එහි ඇතුළත් නොවේ. එවැනි තත්ත්වයක් තුළදී, කෙටි කාලීනව ජනන පද්ධතියේ ඇතිවන බිඳවැටීම්වලට හදිසි විදුලි උත්පාදන කටයුතු සඳහා කෙටිකාලීන ආදේශන ධාරිතා සැලැස්මවල අවශ්‍යතාවය ඇති වේ.
- ii. අමාත්‍ය මණ්ඩල අනුමැතිය ලබාගැනීමට පෙර මහජන උපයෝගීතා කොමිෂන් සභාවෙහි අනුමැතිය ලබා නොගැනීම පැවති තත්වය අනුව විදුලිය බිඳ වැටීම වලක්වා ගැනීම සඳහා මෙම ක්‍රියාවලිය සිදු කිරීමට සිදුවූ බවත් ප්‍රායෝගික තත්වයක් තුළ එවැනි ක්‍රියාමාර්ගවලට අවතීර්ණ වීමට සිදුවිය හැකි බවත් දක්වා තිබුණි.

5.5.16 විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් 2016 මැයි 04 දිනැති හා අංක PE/DEV/01/81/2015 දරන ලිපිය මගින් දකුණු ප්‍රදේශයේ විදුලි පද්ධති ජාලයේ විදුලි ඉල්ලුම් හා සැපයුම් කළමනාකරණය සඳහා නිර්දේශ ඉදිරිපත් කිරීම පිණිස විශේෂඥ කමිටුවක් පත් කර තිබුණි .

5.5.17 ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල අනුකමිටුව ගත් තීරණය පරිදි ශ්‍රී ලංකා විදුලිබල පනතට අනුව සියයට 100 ක හිමිකාරිත්වයක් දරන පෞද්ගලික සමාගම්වලට මෙ.වො.25 කට වඩා ධාරිතාවයක් සහිත විදුලි බලාගාර පවත්වාගෙන යාමට නොහැකි බවත්, ආර්ථික කමිටුව විසින් රාජ්‍ය කොටස් හිමිකාරිත්වය ලංසු ලේඛණ වලට ඇතුළත් කරන ලෙසත් දන්වමින් අංක PMO/01/ASP/2016/01(Volume 05) දරන හා 2016 නොවැම්බර් 13 වන දිනැති ලිපිය මගින් අග්‍රාමාත්‍ය ලේකම්වරයා විසින් විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශ ලේකම්වරයා වෙත එවා තිබුණි (ඇමුණුම 23).

5.5.18 විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් ඉදිරිපත් කරන ලද 2016 දෙසැම්බර් 29 දිනැති අමාත්‍ය මණ්ඩල සංදේශයට අනුව (ඇමුණුම 24) සීමාසහිත ඒස් පවර් ඇඹිලිපිටිය සමාගම විසින් අත්සන් කරන ලද ගිවිසුම සහ එම ගිවිසුමට පසුව කරන ලද සංශෝධන පදනම් කරගෙන 2016 අප්‍රේල් 06 වන දින අත්සන් කරන ලද විදුලිය මිලදී ගැනීමේ ගිවිසුම 2017 අප්‍රේල් 06 වන දින සිට වසරක කාලයකින් දීර්ඝ කිරීමටත්,

බලාගාර මිලදී ගැනීමට අදාළ පාර්ශව එකඟ වුවහොත් එදින සිට වසරක කාලයක් සඳහා අත්සන් කරන ලද ගිවිසුම් අවසන් කර බලාගාර මිලදී ගැනීමටත් යෝජනා කර තිබුණි.

5.5.19 එම යෝජනා සඳහා එකඟ වෙමින් මුදල් අමාත්‍යවරයා විසින් පහත කරුණු නිරීක්ෂණය කර තිබුණි. (ඇමුණුම 25)

- i. වියළි කාලගුණ තත්ත්වය අප්‍රේල් දක්වා පමණක් පැවතිය හැකි බව අපේක්ෂා කරන බැවින් වසරක කාලයක් දක්වා විදුලිය මිලදී ගැනීමේ ගිවිසුම් දීර්ඝ කිරීම ලංකා විදුලිබල මණ්ඩලයට අතිරේක පිරිවැයක් වන බැවින් මාස 06 ක කාලයක් සඳහා විදුලිය ලබා ගැනීමට ඇති හැකියාව සොයා බැලිය යුතු බව.
- ii. විදුලි බලාගාර මිලදී ගැනීමේ ක්‍රියාවලිය කඩිනම් කිරීමට පියවර ගත යුතු බව.
- iii. ධාරිතා ගාස්තු ගෙවීම ලංකා විදුලිබල මණ්ඩලයට උපරිම ප්‍රතිලාභ ලැබෙන පරිදි සිදු කළ යුතු බව.

ඉහත ඉදිරිපත් කර තිබූ අමාත්‍ය මණ්ඩල සංදේශය සලකා බැලූ අමාත්‍ය මණ්ඩලය මුදල් ඇමතිතුමාගේ නිරීක්ෂණවල දක්වා ඇති පරිදි ක්‍රියාකරනු ලැබීමට යටත්ව එම යෝජනාවලට අනුමැතිය 2017 ජනවාරි 10 දින ලබාදී තිබුණි (ඇමුණුම 26).

5.5.20 එමෙන්ම දැනට ගිවිසුම් කාලය අවසන් වී ඇති ඇඹිලිපිටිය ඒස් පවර් බලාගාරය, මාතර ඒස් පවර් ජනරේෂන් බලාගාරය සහ පුත්තලම හෙලදනවි බලාගාරය යන දැව් තෙල් බලාගාරවල ගිවිසුම් කාලය වසර 01 කින් දීර්ඝ කිරීම සඳහා මුදල් අමාත්‍යවරයාගේ නිරීක්ෂණවලට යටත්ව (මාස 06 ක කාලයක් සඳහා විදුලිය ලබා ගැනීමට ඇති හැකියාව සොයා බැලීම ඇතුළත්ව) අමාත්‍ය මණ්ඩල අනුමැතිය ලැබී ඇති බැවින් සහ මෙම බලාගාරවල අවශ්‍යතාවය අත්‍යවශ්‍ය තත්ත්වයක පවතින බැවින්, මෙම බලාගාර සඳහා වන විදුලිය මිලදීගැනීමේ ගිවිසුම වසරක කාලයක් සඳහා අත්සන් කිරීමට කටයුතු කරන ලෙස 2017 ජනවාරි 18 දින විදුලිබල හා පුනර්ජනනීය අමාත්‍යාංශයේ ලේකම්වරයා විසින් විසින් ලංවිම සභාපති වෙත දන්වා තිබුණි (ඇමුණුම 27).

5.5.21 2017 මැයි 17 වන දින පැවැත්වූ “ආර්ථික කළමනාකරණය” පිළිබඳ අමාත්‍ය මණ්ඩල (CCEM) අනුකාරක සභාව විසින් වර්තමාන විදුලි බල තත්ත්වය පිළිබඳ අවධානය යොමු කර තිබූ අතර මෙ.වො. 60 සහ මෙ.වො. 100 හදිසි මිලදී ගැනීම් සඳහා අනුමැතිය ලබාදී තිබුණු බව අග්‍රාමාත්‍ය ලේකම්වරයා විසින් අංක PMO/01/ASR/(CCEM)/2017/01 දරන 2017 මැයි 19 දිනැති ලිපිය මගින් විදුලිබල හා බලශක්ති අමාත්‍යාංශයේ ලේකම් වෙත දන්වා තිබුණි. (ඇමුණුම 28)

5.5.22 2017 සැප්තැම්බර් 07 දිනැති “රට තුළ අඛණ්ඩ විදුලි සැපයුමක් සහතික කිරීම සඳහා මෙඟාවොට 100 ක අතිරේක විදුලි ධාරිතාවයක් ප්‍රසම්පාදනය කිරීම” යනුවෙන්

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කර තිබූ අතර, (ඇමුණුම 29) එම සංදේශය සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය 2017 ඔක්තෝබර් 03 දින ලබා දී තිබුණි (ඇමුණුම 30).

5.5.23 ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ ජීව කාලය වසර 20 ක් වන අතර තවත් අවුරුදු 09 ක කාලයක් එය භාවිතාකළ හැකි බැවින් බලාගාරය ඇ.ඩො.මිලියන 17 කට මිලදී ගැනීම හෝ විදුලි බලය මිලදී ගැනීමේ ගිවිසුම තවත් වසර 03 කට දීර්ඝ කිරීමට 2017 සැප්තැම්බර් 15 වන දින පැවති අමාත්‍ය මණ්ඩලය පත්කළ සාකච්ඡා සම්මුති කමිටුවේ 7 වන රැස්වීමේ දී තීරණය කර තිබුණි (ඇමුණුම 31). තවද එම වසර 03 අවසානයේ එය ලංවිම වෙත පැවරීම පිළිබඳ මූල්‍ය ඇගයීමක් සිදුකර පරිපූර්ණ වාර්තාවක් කමිටුව වෙත ඉදිරිපත් කරන ලෙස ලංවිමට උපදෙස් ලබාදීමට

5.5.24 ලංවිම විසින් අඛණ්ඩව විදුලි සැපයුමක් ලබා දීම සඳහා මෙ.වො.100 ක අතිරේක විදුලි බලයක් මිලදී ගැනීමේ දී LCLTGEP-2018-2037 ට අනුව පමණක් ප්‍රසම්පාදනය අනුමත කිරීමට කටයුතු කරන බව මහජන උපයෝගීතා කොමිෂන් සභාව 2017 ඔක්තෝබර් 31 දින දන්වා තිබුණි (ඇමුණුම 32).

5.5.25 ලක්ෂ්‍යාන සහ සමනල වැව අවම වශයෙන්වත් හදිසි නඩත්තු කටයුතු සඳහා නිදහස් කිරීම සඳහා අතිරේක විදුලිබල ධාරිතාවයක් අත්‍යාවශ්‍ය වී තිබුණු බැවින් මෙඟාවොට් 100 ක පමණ අතිරේක ජනනයක් සම්බන්ධ කිරීම අත්‍යවශ්‍ය තත්ත්වයක් වී තිබුණු බවත් එබැවින් ඉතා ඉක්මනින් අතිරේක බලාගාර පද්ධතියට සම්බන්ධ කිරීම අවශ්‍ය බවත් 2018 පෙබරවාරි 16 දින නි.ස (පද්ධති පාලන) විසින් අ.ස (සම්ප්‍රේෂණ) වෙත යැවූ ලිපිය මගින් අවධාරණය කර තිබුණි.(ඇමුණුම 33)

5.5.26 වර්තමානයේ පවත්නා නිදහස් විදුලිබල සැපයුම්කරුවන් අතරින් අඩුම මිලක් ඒස් පවර් ඇඹිලිපිටිය බලාගාරය ලබාදෙන බව පවසමින් විදුලි ඒකකයක මිල අඩු කිරීමට සමාගම එකඟ වී නොතිබූ අතරම අවම වශයෙන් වසරකින් විදුලිබල සැපයුම් ගිවිසුම දීර්ඝ කිරීමට කටයුතු කරන්නේ නම් සහ අනෙකුත් සියළුම “පරාමිතීන්” එලෙසම එම ගිවිසුමට ඇතුළු වන්නේ නම් Non escalable component of the capacity ගාස්තු සියයට 05 කින් අඩුකිරීමට කැමති බව 2018 පෙබරවාරි 22 වන දින පැවති අමාත්‍ය මණ්ඩලය පත්කළ සාකච්ඡා සම්මුති කමිටුවෙහි දී ප්‍රකාශ කර තිබුණි (ඇමුණුම 34)

5.5.27 ඒස් පවර් ඇඹිලිපිටිය බලාගාරය මිලදීගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත්කළ සාකච්ඡා සම්මුති කමිටුවක් සහ තාක්ෂණික ඇගයීම් කමිටුවක් පත්කර තිබූ බවත්, බලාගාර සඳහා ලබාගත් තක්සේරු අගය බලාගාරයේ අයිතිකරු බලාගාරය විකිණීමට යෝජනා කර ඇති මිලට වඩා අඩු බැවින් සහ මිල අඩු කිරීම සඳහා බලාගාර අයිතිකරු එකඟ වී නොමැති බැවින් සහ තක්සේරු මිලට වඩා වැඩි මිලකට බලාගාරය මිලදීගැනීමට සාකච්ඡා කමිටුව

එකඟ වී නොමැති බව දන්වමින් විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් “පෞද්ගලික බලාගාරවලින් දැනට මිලදී ගන්නා විදුලිය මිලදී ගැනීම ගිවිසුම්වල ගිවිසුම් කාලය දීර්ඝ කිරීම” නමින් අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කර (ඇමුණුම 35) තිබුණි. තවද ඒ අනුව 2017 මාර්තු 17 වන දින අත්සන් කර ඇති විදුලිය මිලදී ගැනීමේ ගිවිසුම 2018 අප්‍රේල් 06 දින සිට ඉදිරි වසර 03 කට දීර්ඝ කිරීම සඳහා එමගින් යෝජනා කර තිබුණි.

5.5.28 ලංවිම විසින් මැදි හා දිගු කාලීන විදුලි ජනන සැලසුම් විදුලි ඉල්ලුම ඉහළ යාම හඳුනාගනිමින් ක්‍රියාත්මක කිරීමට අපොහොසත් වී ඇති බවත්, විදුලිය මිලදී ගැනීමට යෝජනා කර ඇති මිල ගණන් සාපේක්ෂව වැඩි මිලක් හේතුවෙන් එය ලංවිමට සහ මහා භාණ්ඩාගාරයට අතිරේක මූල්‍ය බරක් වන බැවින් මෙවැනි තත්වයක් ඇති වීමට පෙර ලංවිම සහ විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය ක්‍රියාකල යුතු බවත් දැනට යෝජනා කර තිබෙන විදුලි බලාගාරවල තත්වය පිළිබඳ කාර්තුමය වශයෙන් වාර්තාවක් අමාත්‍ය මණ්ඩල සංදේශ මගින් අමාත්‍ය මණ්ඩලයට ඉදිරිපත් කිරීමට කටයුතු කරන ලෙසත් මුදල් අමාත්‍යාංශය විසින් සිය නිරීක්ෂණ ලෙස 2018 මාර්තු 26 දින යෝජනා කර තිබුණි (ඇමුණුම 36). තවද ඉහත 5.5.27 ඡේදයෙහි දක්වා ඇති සංදේශය සඳහා එනම් විදුලිය මිලදී ගැනීමේ ගිවිසුම වසර 03 කින් දීර්ඝ කිරීම යෝජනා කරන ලද සංදේශය 2018 මාර්තු 27 වන දින පැවති අමාත්‍ය මණ්ඩල රැස්වීමේදී අනුමැතිය ලබාදී තිබුණි (ඇමුණුම 37).

5.5.29 උත්පාදන බලපත්‍රය ලබා දීමට එකඟතාවය දක්වන ලිපියක් හෝ උත්පාදන බලපත්‍රය ප්‍රදානය කරන තුරු වර්ෂ 03 ක කාලයක් සඳහා විදුලිබලය මිලදී ගැනීමේ ගිවිසුමකට එළඹීම සඳහා විරෝධතාවයක් නොමැති බවට 2018 මාර්තු 29 දිනැති හා අංක DGM/(EPT)Extension/02 දරන ලිපිය මගින් PUCSL වෙතින් ලබා දෙන මෙන් ලංකා විදුලිබල මණ්ඩලයේ නියෝජ්‍ය සාමාන්‍යාධිකාරී විසින් ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගමෙන් ඉල්ලා තිබුණි (ඇමුණුම 38). තවද ගිවිසුම දීර්ඝ කිරීමට නොහැකි වුවහොත් 2018 අප්‍රේල් 06 මධ්‍යන්‍ය 12 සිට විදුලිය ජනනය නතර කිරීමට සිදු විය හැකි බව ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම PUCSL වෙත 2018 අප්‍රේල් 2 දින APE/STPPA/EXT/2018 අංක දරන ලිපිය මගින් දන්වා තිබුණි (ඇමුණුම 39).

5.5.30 අඛණ්ඩ විදුලි සැපයුමක් තහවුරු කිරීම රජයේ වගකීම බැවින් නොවැළැක්විය හැකි තත්වයක දී මිස විදුලි කප්පාදුවක් සිදු නොකළ යුතු බවත්, විදුලි කප්පාදුවක් ජාතික ආර්ථිකයට ඉතා අයහපත් අයුරින් බලපෑම් සිදු කළ හැකි බවත් ඒ අනුව ඒස් පවර් ඇඹිලිපිටිය, ඒස් පවර් ජෙනරේශන් මාර්ග සහ ඒෂියා පවර් බලාගාරවලින් විදුලිය මිලදී ගැනීම සඳහා ප්‍රසම්පාදන කටයුතු සිදුකිරීම සඳහා බලය ලබා දෙන බව 2018 මැයි 17 දින විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය විසින් ලංවිම වෙත දන්වා තිබුණි (ඇමුණුම 40).

5.5.31 2018 අගෝස්තු 06 දිනැති හා අංක PE/TEN/CANC/SS/2016/22 දරන ලිපිය මඟින් විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් ඇඹිලිපිටිය බලාගාරයෙන් විදුලිය ලබා ගැනීම සඳහා ලංවිම විසින් අමාත්‍යාංශයෙන් විශේෂ අනුමැතියක් ඉල්ලා සිටි බවත්, මෙම ඉල්ලීම පදනම් කර ගනිමින් ආර්ථික හා සමාජයීය බලපෑම සලකා බලා අමාත්‍යාංශ ලේකම්වරයා විසින් විශේෂ නියෝගයක් නිකුත් කළ බවත් ජනාධිපති ලේකම් වෙත දන්වා තිබුණි (ඇමුණුම 41). තවද පහත පරිදි තාප විදුලි බලාගාරවල ඒකක පිරිවැය ද දක්වා තිබුණි.

**වගුව අංක 15- තාප විදුලි බලාගාර වල ඒකකයක පිරිවැය**

බලාගාරයේ නම විදුලි ඒකකයක සාමාන්‍ය පිරිවැය

කැලණිනිස්ස GAS Turbines	37.31
කැලණිනිස්ස සංයුක්ත වක්‍රීය	22.27
සපුගස්කන්ද	22.89
සුළු පරිමාණ ජනක	63.94
උතුරුජනනි	25.00
බාර්ජ් මවුන්ටඩ්	19.59
ලක්විජය	9.31
Asian පවර්	24.69
සොජේට්ස් කැලණිනිස්ස	22.49
ඒස් පවර් ඇඹිලිපිටිය	23.64
ඒස් පවර් ජෙනරේෂන් මාතර	24.41
වෙස්ට් කොස්ට්	29.85

5.5.32 ඉහත වගුව අනුව ඒස් පවර් ඇඹිලිපිටිය, ඒස් පවර් ජෙනරේෂන් මාතර යන බලාගාරයන්වලින් අඩු මිලට විදුලිය ලබාගත හැකි බව හඳුනා ගත් බවද දන්වා තිබුණි. තවද පහත සඳහන් නිගමනයන්ද ලබා දී තිබුණි.

- (i) ඒස් පවර් ජෙනරේෂන් මාතර, ඒස් පවර් ඇඹිලිපිටිය සහ ඒශියා පවර් සපුගස්කන්ද යන බලාගාර අවම පිරිවැය සංකල්පය විදුලිබල පනත අනුව ආරක්ෂා කරන බව.
- (ii) 2009 අංක 20 දරන විදුලිබල පනත ඇති කිරීමට පෙර අත්සන් කර තිබූ ගිවිසුම් ප්‍රසම්පාදන අවශ්‍යතාවලින් නිදහස් බවත්, එබැවින් කාලය දීර්ඝ කිරීම පනතට අනුව නීත්‍යානුකූල බව.



- (iii) 2009 අංක 20 දරන විදුලිබල පනත සහ 2013 අංක 13 දරන සංශෝධන පනත අනුව පවත්නා විදුලි බලාගාරවල (IPP) කාලය දීර්ඝ කිරීම සඳහා ප්‍රතිපාදන දක්වා නොමැති බව සහ එම නිසා උපයෝගීතා කොමිෂමට තීරණයක් ගත හැකි බව.
- (iv) පවත්නා බලාගාරවල කාලය දීර්ඝ කිරීම නොකර නව බලාගාරවලින් විදුලිය මිලට ගැනීමට තීරණය කළහොත් සාර්ව ආර්ථික තත්ත්වයන් සැලකීමේදී ධාරිතා ගාස්තුව විශාල අගයක් වීම හේතුවෙන් විදේශ විනිමය අහිමි වීම.
- (v) මෙම බලාගාර 3 මිලදී නොගන්නේ නම් වැඩි ගාස්තුවක් (පිරිවැය) දරමින් නව බලාගාරවලින් මිලට ගැනීමට සිදු වීම නිසා අවම පිරිවැය සංකල්පය උල්ලංඝනය වීම.
- (vi) ඇඹිලිපිටිය බලාගාරය නොමැතිව දකුණු ප්‍රදේශයේ විදුලි බලය ලබා දීම දුෂ්කර බව.

5.5.33 කෙසේ වුවද සමාගම සහ ලංවිම අතර පැවති ගිවිසුම 2015 අප්‍රේල් 06 වන දින අවසන් වීමෙන් වසරකට පසු අවස්ථා 4 කදී ගිවිසුම දීර්ඝ කිරීමට කටයුතු කර තිබුණි.

**වගුව අංක 16 - ගිවිසුම් කාලය දීර්ඝ කල අවස්ථා**

අවස්ථාව	කාල පරාසය		ගිවිසුම් කාලය (වර්ෂ)
	සිට	දක්වා	
01	2016 අප්‍රේල් 06 (ඇමුණුම 42)	2017 අප්‍රේල් 06	1
02	2017 අප්‍රේල් 06 (ඇමුණුම 43)	2018 අප්‍රේල් 06	1
03	2018 අප්‍රේල් 06 (ඇමුණුම 44)	2021 අප්‍රේල් 06	3
04	2022 මාර්තු 28 (ඇමුණුම 45)	2022 සැප්තැම්බර් 28	මාස 6

5.5.34 එම ගිවිසුම් කාලය දීර්ඝ කිරීමේ දී මුලින් පැවති ගිවිසුමෙහි ඇතුළත් ගාස්තු පහත සඳහන් වගුවේ සඳහන් පරිදි සංශෝධනය කිරීමට කටයුතු කර තිබුණි.

වගුව අංක 17 - මුල් ගිවිසුමේ ගාස්තු සංශෝධනය කිරීම

ගිවිසුම් අවස්ථාව	සංරචකය	2015 අප්‍රේල්	අඩු කිරීම්	කි.වො පැයකට ඇ.ඩො	අඩු කිරීම් (%)
		ඒකක	ඒකක		
1	Non Fuel of the Energy Charges (විචල්‍ය මෙහෙයුම් හා නඩත්තු වියදම් වෙනුවෙන්)	0.008486899	0.000032802	0.008454097	0.39
2	Escalable Component (පරිපාලන වියදම්, ස්ථාවර මෙහෙයුම් හා නඩත්තු වියදම් සහ අදාළ වියදම් වෙනුවෙන්)	0.002254333	0.000120994	0.002133339	5.37
3	Non Escalable Component (ස්කන්ධ ප්‍රාග්ධනයට ප්‍රතිලාභ වෙනුවෙන්)	0.006600000	0.000330000	0.006270000	5.0

5.5.35 මුල් ගිවිසුම් කාලය වන 2005 අප්‍රේල් 06 – 2015 අප්‍රේල් 06 කාලය තුළ ලංවිම විසින් විදුලි ඒකක ගිණා වොට් පැය 5,748 ක් මිලදී ගෙන ඒ සඳහා රු. මිලියන 92,746 ක් (ප්‍රමාද පොළී ඇතුළුව සියළුම ගාස්තු) ගෙවා තිබුණි. ගිවිසුම් කාලය දීර්ඝ කිරීමෙන් පසු (2016 අප්‍රේල් 06 වන දින සිට 2021 අප්‍රේල් 06 දක්වා) විදුලිබල ගි.වො. ඒකක 2,333 ක් මිලදී ගැනීම සඳහා ලංකා විදුලි බල මණ්ඩලය කටයුතු කර තිබුණු අතර ඒ සඳහා රු. මිලියන 59,454 ක් (ප්‍රමාද පොළී ඇතුළුව සියළුම ගාස්තු) වැය වී තිබුණි.

5.5.36 ගිවිසුම් කාලය දීර්ඝ කිරීමෙන් පසු (2016 අප්‍රේල් 06 වන දින සිට 2021 අප්‍රේල් 06 දක්වා) පහත වගුවේ දක්වා ඇති පරිදි ගිණා වොට් 3,462 ක අවම සහතික බලශක්ති විදුලි ඒකක ප්‍රමාණයක් මිලදී ගැනීමට එකඟ වී තිබූ අතර සත්‍ය වශයෙන් මිලදී ගෙන තිබූ ඒකක ප්‍රමාණය ගිණා වොට් 2,333 හෙවත් සියයට 67 ක් විය. එම කාලය තුළ මුළු ධාරිතා ගාස්තු වශයෙන් රු. මිලියන 4,892 ක් ගෙවා තිබූ අතර එය විදුලි ඒකකයකට රු. 1.41 ක් විය. එසේම අදාළ කාලය තුළ ධාරිතා ගාස්තුවලට අදාළ ප්‍රමාද පොළී ලෙස රු.මිලියන 51 ක් ගෙවා තිබුණි.

**වගුව අංක 18 - ධාරිතා ගාස්තුව (රුපියල් මිලියන)**

ගිවිසුම් කාලය	විදුලි ඒකක (ගිගාවොට්)			ධාරිතා ගාස්තුව		ප්‍රමාද පොළී රු.	එකතුව රු.
	MGEA	සත්‍ය	%	Escalable රු.	Non Escalable රු.		
2016 -2017	659	511	78	208	611	5	824
2017-2018	698	512	73	229	672	8	908
2018-2021	2,105	1,310	62	806	2,368	38	3,211
<b>එකතුව</b>	<b>3,462</b>	<b>2,333</b>	<b>67</b>	<b>1,242</b>	<b>3,650</b>	<b>51</b>	<b>4,943</b>

(මූලාශ්‍රය - විදුලියබලය මිලදී ගැනීමේ ශාඛාව, ලංවිම)

5.5.37 ගිවිසුම් කාලය දීර්ඝ කිරීමෙන් පසු (2016 අප්‍රේල් 06 වන දින සිට 2021 අප්‍රේල් 06 දක්වා) පහත වගු අංක 19 හි දක්වා ඇති පරිදි බලශක්ති ගාස්තු වශයෙන් රු.මිලියන 50,953 ක් ගෙවා තිබූ අතර එය කිලෝ වොට් ඒකකයකට රු. 21.84 ක් වී තිබුණි. තවද නතර කිරීමේ ගාස්තු, බදු ප්‍රතිපූරණ වියදම් හා ප්‍රමාද පොළී ලෙස පිළිවෙලින් රු.මිලියන 672 ක් , රු.මිලියන 1,499 ක් හා රු.මිලියන 1,313 ක් පිළිවෙලින් ගෙවා තිබුණි.

**වගුව අංක 19 - බලශක්ති ගාස්තුව (රුපියල් මිලියන)**

ගිවිසුම් කාලය	ඉන්ධන අනුපාතය	ඉන්ධන ප්‍රවාහන ගාස්තුව	බලශක්ති ගාස්තුවේ ඉන්ධන නොවන සංරචකය	බලශක්ති ගාස්තුවේ එකතුව	නතර කිරීමේ ගාස්තුව	බදු ප්‍රතිපූරණය	ප්‍රමාද පොළී	ගැලපීම්*	එකතුව
2016 -2017	10,169	120	640	10,928	139	400	55	21	11,543
2017-2018	9,423	140	664	10,227	168	276	176	8	10,855
2018 -2021	27,397	393	2,008	29,798	366	822	1,081	46	32,113
<b>එකතුව</b>	<b>46,988</b>	<b>652</b>	<b>3,313</b>	<b>50,953</b>	<b>672</b>	<b>1,499</b>	<b>1,313</b>	<b>75</b>	<b>54,512</b>

(මූලාශ්‍රය - විදුලියබලය මිලදී ගැනීමේ ශාඛාව, ලංවිම)

\*විනිමය අනුපාත වෙනස් වීම මත ගෙවීම්

5.5.38 ලංවිම විසින් කලම්බු පවර් පෞද්ගලික සමාගමට අයත් බාර්ජ් මවුන්ටඩ් (Barge Mounted) විදුලි බලාගාරයේ මෙහෙයුම් කටයුතුවල කාලය දීර්ඝ කිරීම සඳහා සිදු කර

නිල ශක්‍යතා අධ්‍යයන අනුව (ඇමුණුම 46) දකුණු ප්‍රදේශයේ පවත්නා විදුලිබල අර්බුදය විසඳීම සඳහා මෙන්ම එම ප්‍රදේශයට වඩා යහපත් වොල්ටීයතා ආකෘතියක් සහ වඩා යහපත් ස්ථාවර පද්ධතියක් ඇති කිරීම සඳහා ක්‍රියාකලයුතු බව 2015 මාර්තු වන විටත් හඳුනාගෙන තිබුණි. එහෙත් මෙහිදී දකුණු ප්‍රදේශයේ පවත්නා විදුලි බල අර්බුදය විසඳීම සඳහා යෝජනා කර තිබූ විකල්ප අවස්ථා සඳහා වැය වෙනැයි අපේක්ෂා කර තිබූ සම්ප්‍රේෂණ පිරිවැය හා 2016 අප්‍රේල් 06 වන දින සිට 2021 අප්‍රේල් 06 දක්වා ඒස් පවර් සමාගමට ගෙවා තිබුණු ධාරිතා ගාස්තු පහත වගුවෙහි දැක්වේ.

වගුව අංක 20 - විදුලි බල අර්බුදය විසඳීම සඳහා යෝජනා කර තිබූ විකල්ප අවස්ථා සඳහා වැය වෙනැයි අපේක්ෂා කර තිබූ සම්ප්‍රේෂණ පිරිවැය හා ඒස් පවර් සමාගමට ගෙවා තිබුණු ධාරිතා ගාස්තු

විකල්ප අවස්ථාව	යෝජනාව	ආයෝජනය	ඒස් පවර්
		ට අපේක්ෂිත සම්ප්‍රේෂණ පිරිවැය රු.මිලියන	ඇඹිලිපිටිය වෙත ගෙවා තිබූ ධාරිතා ගාස්තුව රු.මිලියන
2	ඒස් පවර් ඇඹිලිපිටිය නොමැතිව ඒස් පවර් මාතර ජෙනරේෂන් බලාගාරයේ කාලය දීර්ඝ කොට ඒ සමඟ බාර්ජ් මවුන්ටඩ් විදුලි බලාගාරය හම්බන්තොට ප්‍රදේශයට මාරු කිරීම.	384	4,892
5	බාර්ජ් මවුන්ටඩ් විදුලි බලාගාරය හම්බන්තොට ප්‍රදේශයට මාරු කිරීම හා ඒස් පවර් ඇඹිලිපිටිය බලාගාරය සහ ඒස් පවර් ජෙනරේෂන් මාතර භාවිතා නොකිරීම.	431	4,892

5.5.39 මුල් ගිවිසුමේ 11 වන වගන්තිය අනුව, එහි ඇතුළත් යම් වගන්තියක් (11.1 සහ 11.2) මත පදනම්ව (Buy out Event) ලංවිම හෝ සමාගම විසින් ගිවිසුම අවසන් කිරීමේ නිවේදනයක් නිකුත් කල විට ලංවිමට හෝ සමාගමට Buy out නිවේදනයක් නිකුත් කල හැක. බලාගාරයේ මෙහෙයුම් ආරම්භ වීමෙන් පසු එවැනි Buy out නිවේදනයක් නිකුත් කර ඇති විට ගිවිසුමේ සඳහන් Buy out මිල මත බලාගාරය මිලදී ගැනීමට ලංවිම බැඳී සිටින අතර සමාගම බලාගාරය ලංවිමට පැවරීමට බැඳී සිටී. ලංවිම හෝ සමාගම Buy out නිවේදනය 10 වන වර්ෂයේදී නිකුත් කර ඇත්නම් Buy out මිල ඇමරිකන් ඩොලර් 0 ක්

වේ. වසර 10 කින් ගිවිසුම අවසන් වීම, Buy out Event එකක් ලෙස ගිවිසුමට ඇතුළත් කර නොතිබුණි. කෙසේවෙතත්, 2000 ජුනි 05 දිනැති ඒස් කැලණිනිස්ස (පුද්) සමාගම සමඟ එළඹී විදුලිබලය මිලදී ගැනීමේ ගිවිසුමේ සහ 2007 ජනවාරි 10 දිනැති වෙස්ට් කොස්ට් පවර් (පුද්) සමාගම සමඟ එළඹී විදුලිබලය මිලදී ගැනීමේ ගිවිසුමේ 14.1 වගන්තිය අනුව, එම බලාගාර (මෙ.වො 163.15 ක කැලණිනිස්ස බලාගාරය සහ මෙ.වො 300 ක කෙළවරපිටියේ පිහිටි බලාගාරය) එම ගිවිසුම්වල සඳහන් Buy out Events මත මිලදී ගැනීමේ අවස්ථාව ලංවිමට හිමිවන අතර ගිවිසුම් කාලපරිච්ඡේදය අවසන් වීම, Buy out Event එකක් ලෙස ගිවිසුම්වල සඳහන් වී තිබුණි. ගිවිසුම් කාලපරිච්ඡේදය අවසන් වීම මත කැලණිනිස්ස බලාගාරය සහ කෙළවරපිටියේ පිහිටි බලාගාරය පිළිවෙලින් ඇමරිකන් ඩොලර් එකකට සහ යුරෝ එකකට (Buy out මිල) ලංවිමට මිලදී ගත හැකි බව දන්වා තිබිණි.

5.5.40 මහජන උපයෝගීතා කොමිෂම විසින් නිරීක්ෂණය කරන ලද වර්තමාන විදුලිබල අර්බුදයට හේතු වූ කරුණු ඇතුළත් 2022 මාර්තු 12 දිනැති වාර්තාව අනුව (ඇමුණුම 47) දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ලංවිම විසින් මහජන උපයෝගීතා කොමිෂම වෙතින් හදිසි විදුලිබලය මිලදී ගැනීම සඳහා 2016 වර්ෂයේ සිට පහත සඳහන් අවස්ථාවන් වලදී ඉල්ලීම් කර ඇති බව දක්වා තිබුණි..

- i. 2016 මැයි 02 දිනැති GM/542 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම.
- ii. 2016 අප්‍රේල් 01 දිනැති AGM(CS)/CS/18 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ සහ ඒස් මාතර බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම.
- iii. 2018 අප්‍රේල් 04 දිනැති AGM(CS)/DG(CS&RA)/REG/7 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ සහ ඒස් මාතර බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම.
- iv. 2018 අප්‍රේල් 04 දිනැති CEB/CH/183/2018 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දීම සහ ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ හා ඒස් මාතර බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම
- v. 2018 සැප්තැම්බර් 28 AGM/TR/TEC/78 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ සහ ඒස් මාතර බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම.

- vi. 2021 මාර්තු 04 දිනැති AGM/DGM(CS&RA)/REG/7 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ පවත්නා ගැටළු පෙන්වා දෙමින් ඒ ස් පවර් ඇඹිලිපිටිය බලාගාරයේ සහ ඒ ස් මාතර බලාගාරයේ අවශ්‍යතාවය ඉල්ලුම් කිරීම .
- vii. 2022 මාර්තු 09 දිනැති DGM(CS&RA)/REG/7 දරන ලංවිම ලිපියෙන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ දිනකට පැය 03 ක සහ මිනිත්තු 45 ක් ප්‍රදායක් පවතින අවස්ථාවක් බැවින් ඒ එ ස් පවර් ඇඹිලිපිටිය බලාගාරය ප්‍රසම්පාදනය කිරීමට ඉල්ලුම් කිරීම.

දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතිය ශක්තිමත් කිරීම සඳහා වන පහත සඳහන් සම්ප්‍රේෂණ මාර්ග කාලීනව අවසන් කර නොතිබූ බවත්, මෙම සම්ප්‍රේෂණ මාර්ග විදුලිබල පද්ධතියට සම්බන්ධ කිරීමට අවුරුදු පහකට වඩා වැඩි කාල ප්‍රමාදයක් පවතින බව සහ මෙම ප්‍රමාදයන් දකුණු ප්‍රදේශයේ විදුලිබල පද්ධතියේ ගැටළුවලට හේතු වී ඇති බවද එම වාර්තාවේ දක්වා ඇත .

- i. සම්ප්‍රේෂණ සංවර්ධන සැලැස්ම - 2013 ට අනුව ක්‍රියාත්මක වූ අම්බන්ගොඩ - ගාල්ල 132KV සම්ප්‍රේෂණ මාර්ගය 2017 වර්ෂයේදී අවසන් කර ඇතත් වාර්තාවේ දින දක්වා පද්ධතියට සම්බන්ධ කර නොමැත.
- ii. සම්ප්‍රේෂණ සංවර්ධන සැලැස්ම - 2013 ට අනුව නව පොල්පිටිය - හම්බන්තොට 220 KV සම්ප්‍රේෂණ මාර්ගය 2017 වර්ෂයේදී අවසන් කළ යුතුව ඇතත් වාර්තාවේ දින දක්වා අවසන් කර නොමැත.
- iii. සම්ප්‍රේෂණ සංවර්ධන සැලැස්ම - 2013 ට අනුව කොත්මලේ - නව පොල්පිටිය 220 KV සම්ප්‍රේෂණ මාර්ගය 2017 වර්ෂයේදී අවසන් කළ යුතුව ඇතත් වාර්තාවේ දින දක්වා අවසන් කර නොමැත.
- iv. සම්ප්‍රේෂණ සංවර්ධන සැලැස්ම - 2017 ට අනුව හොරණ - පාදුක්ක 220 KV සම්ප්‍රේෂණ මාර්ගය 2021 වර්ෂයේදී අවසන් කළ යුතුව ඇතත් වාර්තාවේ දින දක්වා අවසන් කර නොමැත.

**5.6 විදුලි බල මණ්ඩලය විසින් බලාගාරය මිලදී ගැනීමට කටයුතු කිරීම**

5.6.1 ගිවිසුමෙහි වලංගු කාලය වූ වසර 10 ක කාලය 2005 අප්‍රේල් 06 සිට 2015 අප්‍රේල් 06 වන දිනෙන් අවසන් වූ පසු එවකට පැවති හදිසි විදුලි අවශ්‍යතාවය සලකා බලා මෙම බලාගාරය ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගැනීම සඳහා සලකා බැලීමට 2016 මාර්තු 23 දින රැස්වූ අමාත්‍ය මණ්ඩලයේ දී තීරණය කර තිබුණි . ඒ අනුව අමාත්‍ය මණ්ඩලය විසින් විදුලි බලාගාරය මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට පත් කල සාකච්ඡා සම්මුති කමිටුව විසින් අදාල සමාගමෙන් බලාගාරය විකිණීමට කැමති මිල ගණන් විමසා

නිබු අතර බලාගාරය හිමිකරුවන් ඒ සඳහා ඇ.එ.ඩො. මිලියන 17 ක (රු. 2,446,300,000) ලංසුවක් ඉදිරිපත් කර තිබුණි.

5.6.2 ඉහත පරිදි අමාත්‍ය මණ්ඩලය විසින් විදුලි බලාගාරය මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට පත් කල සාකච්ඡා සම්මුති කමිටුව සහ තාක්ෂණික ඇගයීම් කමිටුව බලාගාරයේ වටිනාකම නිශ්චය කිරීම සඳහා රජයේ ප්‍රධාන තක්සේරුකරු වෙතින් තක්සේරු වාර්තාවක් ලබා ගැනීමට තීරණය කර තිබූ අතර ඒ අනුව ලංවිම විසින් තක්සේරු වාර්තාවක් කැඳවා තිබුණි.

5.6.3 එම තක්සේරු වාර්තාව 2017 ජූලි 07 දින නිකුත් කර තිබුණු අතර එහි බලාගාරයේ වටිනාකම රු. මිලියන 2,370 ක් ලෙස දක්වා තිබුණු අතර තක්සේරුකරු විසින් බලාගාරයේ වටිනාකම නිශ්චය කිරීම සඳහා පහත වගුව අංක 21 හි සඳහන් සංඛ්‍යාත්මක අගයන් යොදා ගෙන තිබුණි (ඇමුණුම 48).

**වගුව අංක - 21 තක්සේරුකරු විසින් බලාගාරයේ වටිනාකම**

පරාමිතීන්	අගයයන්
උපරිම ධාරිතාව මෙගාවොට්	100
විදුලි ඒකකයක විකුණුම් මිල රු.	22
එලදායී ජීව කාලය- වසර	08
මෙහෙයුම් ධාරිතාවය	48%
සෘජු නිෂ්පාදන වියදම (මෙහෙයුම් ආදායමෙන්)	85%
වෙනත් මෙහෙයුම් වියදම් (දළ ලාභයෙන්)	65%
ශුද්ධ ලාභය (රුපියල්)	479,001,600
වට්ටම් සාධකය 9.5% ක් බැගින් වසර 8ක් සඳහා සමුච්චිත	
වට්ටම් සාධකය	5.4334

5.6.4 තක්සේරුකරු විසින් තක්සේරුව සඳහා කොන්ත්‍රාත් ක්‍රමය (ක්‍රමාංක 1) සහ ලාභ ක්‍රමය (ක්‍රමාංක 2) පදනම් කරගෙන බලාගාරයේ වෙළඳ වටිනාකම තක්සේරු කර ඇත. ඉන් ලද ප්‍රතිඵලය මත ඉහළ වටිනාකම වූ කොන්ත්‍රාත් ක්‍රමයෙන් ලද වටිනාකම බලාගාරයේ වෙළඳ වටිනාකම ලෙස ගෙන තිබුණි. එසේම බලාගාරයේ මෙහෙයුම් ධාරිතාවය, නිෂ්පාදන වියදම හා වෙනත් මෙහෙයුම් වියදම් පිළිබඳ අගයයන් ගණනය කිරීම සඳහා 2012/13 වර්ෂයේ සිට 2016 වර්ෂය දක්වා සමාගමේ මූල්‍ය හා මෙහෙයුම් තොරතුරු පාදක කරගෙන තිබුණි .

5.6.5 ලාභ ක්‍රමය යටතේ වන තක්සේරුව සඳහා තක්සේරුකරු භාවිතා කල ධාරිතා අගය සියයට 48 ක් වී තිබුණු අතර ඒ සඳහා වසර දෙකක කාලයක් තුළ ලබා ගත් බලශක්තිය (2014 වර්ෂය, 2015 වර්ෂයේ මාස 3 ක් හා දින 6 ක් සහ 2016 වර්ෂයේ මාස 8 ක් හා දින

25 ක්) පමණක් සලකා බලා තිබුණි. කෙසේ වෙතත්, මුල් ගිවිසුම් කාලය තුළදී (වසර 10 ක) ලබා ගත් බලශක්තිය බලාගාරයේ උපරිම ධාරිතාව සමඟ සැසඳීමේදී එය සියයට 66.9 ක් බව අනාවරණය විය. එසේම බලාගාරයේ ගිවිසුම් කාලය දීර්ඝ කිරීමට කටයුතු කිරීමෙන් පසු බලාගාරයෙන් ප්‍රයෝජනයට ගෙන තිබූ ධාරිතාවේ සාමාන්‍යය අගය සියයට 67.38 ක් බව තහවුරු විය .තක්සේරුකරු විසින් දළ ලාභයෙන් වෙනත් මෙහෙයුම් වියදම ගණනය කිරීම සඳහා වසර හතරක මූල්‍ය තොරතුරු (2012/13, 2013/14, 2014/15 සහ 2015/16) භාවිතා කර තිබුණු අතර ලංවිම සමඟ පැවති මුල් ගිවිසුම අවසන් වීම මත සුන්බුන් වත්කම්වල ශුද්ධ භානිකරණ ලෙස 2014/15 වර්ෂයේදී හඳුනා ගෙන තිබූ රු.431,751,418 ක් සහ තොග හා අනෙකුත් වත්කම් භානිකරණ ලෙස 2015/16 වර්ෂයේදී හඳුනා ගෙන තිබූ රු.305,960,036 ක් වෙනත් මෙහෙයුම් වියදම්වල ඇතුළත් වී තිබුණි. එම භානිකරණ අලාභ හැර දළ ලාභයෙන් වෙනත් මෙහෙයුම් වියදම සියයට 55 ක් පමණ බව අනාවරණය විය. එසේම බලාගාරයේ ගිවිසුම් කාලය දීර්ඝ කිරීමට කටයුතු කිරීමෙන් පසු වසර පහක් තුළ එනම් 2016/2017, 2017/2018, 2018/2019, 2019/ 2020 සහ 2020/2021 සඳහා රු. 6,813,360,650 ක ශුද්ධ ලාභයක් උපයාගෙන තිබුණි .

5.6.6 ඒ අනුව තක්සේරුකරු විසින් කරන ලද ලාභ ක්‍රමය යටතේ වන ගණනය කිරීම සඳහා ඉහත පරිදි සියයට 66.9 ක ධාරිතා අගය සහ සියයට 55 ක් වූ දළ ලාභයෙන් වෙනත් මෙහෙයුම් වියදම ආදේශ කිරීමෙන් බලාගාරයේ වටිනාකම තක්සේරු කල විට බලාගාරයේ වටිනාකම රු. මිලියන 4,176 කට ආසන්න අගයක් ගන්නා ලදී . තවද, ලාභ ක්‍රමය යටතේ වන ගණනය කිරීම සඳහා ඉහත සඳහන් සංඛ්‍යාත්මක අගයන් යොදා ගැනීම වෙනුවට වසර 10 ක මුල් ගිවිසුම් කාලය තුළදී ගිණුම්ගත කරන ලද ශුද්ධ ලාභයේ සාමාන්‍ය ඉදිරි වසර 8 ක් සඳහා සියයට 9.5 ක වට්ටම් සාධකය යටතේ වට්ටම් කිරීමෙන් බලාගාරයේ වටිනාකම තක්සේරු කල විට\_බලාගාරයේ වටිනාකම රු. මිලියන 4,192 කට ආසන්න අගයක් ගන්නා ලදී.

5.7 ඒස් පවර් ඇෂීලිපිටිය බලාගාරයේ කිලෝ වොට් ඒකකයක් සඳහා ලංවිම විසින් ගෙවන ලද ගාස්තුව

මුල් ගිවිසුම් කාලය තුළ (2005/2015) විදුලි ඒකකයක් සඳහා වන සමාන්‍ය පිරිවැය ප්‍රමාද පොළිය හැර රු. 15.63 ක් වී තිබුණි. පසුව 2016 අප්‍රේල් 06 සිට 2017 අප්‍රේල් 06 දක්වා කාලය තුළ එය රු. 23.7 ක් ද 2017 අප්‍රේල් 06 සිට 2018 අප්‍රේල් 06 දක්වා කාලය තුළ එය රු. 22.16 ක් ද සහ 2018 අප්‍රේල් 06 සිට 2021 අප්‍රේල් 06 දක්වා කාලය තුළ එය රු. 25.22 ක් ද වී තිබුණි. විස්තර පහත වගු අංක 22 හි දැක්වේ.



වගුව අංක 22 - කිලෝ වොට් ඒකකයක් සඳහා විදුලි ජනන පිරිවැය

විස්තරය	ගිවිසුම් කාලය			
	2005-15	2016-17	2017-18	2018 -2021
විදුලිය මිලදී ගැනීම - සහතික කල	6,977	659	698	2,105
(MEGA) (ගි.වො.පැය)				
විදුලිය මිලදී ගැනීම - සත්‍ය (ගි.වො.පැය)	5,748	511	512	1,310
සත්‍ය මිලදී ගැනීම් සහතික කල මිලදී	82	78	73	62
ගැනීමට ලිපි ප්‍රතිශතයක් ලෙස				
ධාරිතා ගාස්තුව				
Non Escalable රු.	1.68	0.93	0.96	1.12
Escalable රු.	0.24	0.32	0.33	0.38
මුළු ධාරිතා ගාස්තුව රු.	1.92	1.24	1.29	1.51
බලශක්ති ගාස්තුව				
ඉන්ධන අනුපාතය රු.	11.9	19.89	18.42	20.92
ඉන්ධන ප්‍රවාහනය රු.	0.24	0.23	0.27	0.30
බලශක්ති ගාස්තුවේ ඉන්ධන	0.67	1.25	1.30	1.53
නොවන සංරචකය රු.				
මුළු බලශක්ති ගාස්තුව	12.81	21.37	19.99	22.77
අනෙකුත් වියදම්				
නතර කිරීමේ ගාස්තුව රු.	0.06	0.27	0.33	0.28
බදු ප්‍රතිපූර්ණය රු.	0.83	0.78	0.54	0.63
විනිමය අනුපාත වෙනස් වීම්	-	0.04	0.02	0.03
මත ගෙවීම් රු.				
මුළු අනෙකුත් වියදම් රු.	0.90	1.09	0.88	0.94
විදුලි ඒකකයක පිරිවැය (ප්‍රමාද පොළිය හැර)	15.63	23.70	22.16	25.22
රු.				

6 නිරීක්ෂණ

- 6.1 ලංකා විදුලිබල මණ්ඩලයට දිගුකාලීන ජනන සැලසුම් ළඟාකර ගැනීමට නොහැකි වීමෙන් ජනනය කරනු ලබන විදුලි ඒකක ප්‍රමාණය දේශීය ඉල්ලුම සපුරාලීමට ප්‍රමාණවත් නොවීම හේතුවෙන් ඒස් පවර් ඇඹිලිපිටිය (පුද්ගලික) සමාගමෙන් විදුලිය මිලදී ගැනීම සඳහා වර්ෂ 10 ක ගිවිසුමකට එළඹ තිබුණි. ගිවිසුම් කාලය අවසන් වීමෙන් පසු මෙම බලාගාරය ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගැනීම සඳහා සලකා බැලීමට 2016 මාර්තු 23 දින රැස්වූ අමාත්‍ය මණ්ඩලයේ දී තීරණය කර තිබුණ ද එලෙස කටයුතු කිරීමකින් තොරව 2016 අප්‍රේල් 6 දින සිට 2022 සැප්තැම්බර් 8 දින දක්වා අවස්ථා 4 කදී වසර 05 මාස 06 ක කාලයක් මූලික ගිවිසුම දීර්ඝ කිරීමට කටයුතු කර තිබුණි. ඒ අනුව ලංකා විදුලිබල මණ්ඩලයට අයත්කර ගෙන රජයට වඩා වාසිදායක ලෙස කටයුතු පවත්වාගෙන යාමට තිබූ අවස්ථාව අහිමි වී තිබුණි. රජයේ තක්සේරුකරුගේ තක්සේරු වටිනාකම සමාගමේ හිමිකරු විසින් සමාගම විකිණීමට කැමැත්ත ප්‍රකාශ කරන ලද මිලට වඩා අඩුවෙන් අගය කර තක්සේරු වී තිබීම හේතුවෙන් මෙම මිලදී ගැනීමේ අවස්ථා අහිමි වී තිබුණි.
- 6.2 තවද ඉහත 5.6.3 ඡේදයෙහි සඳහන් පරිදි බලාගාරය සඳහා රජයේ තක්සේරුකරුගෙන් ලංකා විදුලිබල මණ්ඩලය විසින් ලබා ගන්නා ලද රු.මිලියන 2,370 ක් වූ තක්සේරු වටිනාකම බලාගාරයේ වර්තමාන හිමිකරුවන් ලබාදුන් රු.මිලියන 2,446 ක වටිනාකමට වඩා පහළ අගයක් ගෙන තිබුණි.
- 6.3 තවද 2003 වර්ෂයේදී ඇතිකර ගත් මුල් ගිවිසුම වර්ෂ 10 කින් අවසන් වුවද එම ගිවිසුම් කාලය අවසන් වීම මුල් ගිවිසුමේ 11 වන ව්‍යවස්ථාව අනුව, Buy out Event පිළිබඳව ගිවිසුමට ඇතුළත් කර නොතිබුණි. ඒ අනුව මෙම ගිවිසුම අනුව ගිවිසුම් කාලය අවසන් වීම මත Buy out Event අවස්ථාවක් ලෙස මෙම බලාගාරය මිලදී ගැනීමේ අයිතිය (සමාගම විසින් බලාගාරය මණ්ඩලය වෙත අලෙවි කිරීමට යෝජනා නොකළද) ලංවිමට අහිමි වී තිබුණි. තවද වසර 20 ක ඵලදායී ජීව කාලයක් සහිත වත්කමක් සඳහා එම වත්කමෙහි පූර්ණ වටිනාකමට වසර 10 ක කාලයක් තුළ ලංකා විදුලිබල මණ්ඩලය විසින් එස් පවර් ඇඹිලිපිටිය සමාගම වෙත ගෙවා තිබුණි.
- 6.4 තවද එලෙස බලාගාරය මිලදී ගැනීමේ අපේක්ෂාවෙන් වටිනාකම තක්සේරු කර තිබුණද එම තක්සේරුවට එළඹීමේ දී ලංවිම සමග පැවති ගිවිසුම අවසන් වීම හේතුවෙන් බලාගාරය ක්‍රියාකාරී තත්ත්වයක නොතිබුණු 2015 අප්‍රේල් 7 වන දින සිට 2016 අප්‍රේල් 5 දින දක්වා වර්ෂයක කාල පරිච්ඡේදය පිළිබඳව සලකාබලා නොතිබුණි. තවද ඉහත 5.6.5 හි සඳහන් පරිදි 2014/15 හා 2015/16 මූල්‍ය වර්ෂවලදී හානිකරණ අලාභ ලෙස පිලිවෙලින් රු.මිලියන 431.75 ක් සහ රු.මිලියන 305.96 ක් සාමාගම ගිණුම්වල ගලපා තිබූ අසාමාන්‍ය අගයන් හේතුවෙන් වෙනත් මෙහෙයුම් වියදම් ලෙස ගලපා තිබූ ප්‍රතිශතක

අගය වන දළ ලාභයෙන් සියයට 65 ක අගය බලාගාරයේ සාමාන්‍ය වෙනත් මෙහෙයුම් වියදමට වඩා වැඩියෙන් තක්සේරු කර තිබුණි. එම හානිකරණ අලාභ හැර බලාගාරයේ වෙනත් මෙහෙයුම් වියදම දළ ලාභයෙන් සියයට 55 ක් පමණක් බව නිරීක්ෂණය විය.

6.5 එමෙන්ම ඉහත 5.6.3 ඡේදයෙහි සඳහන් පරිදි තක්සේරුව සඳහා සලකා බලන ලද ධාරිතා අගය සියයට 48 ක් වුවත් මුල් ගිවිසුම් කාලය තුළදී (වසර 10 ක) ලබා ගත් බලශක්තිය බලාගාරයේ උපරිම ධාරිතාව සමඟ සැසඳීමේ දී එය සියයට 66.9 ක් බව නිරීක්ෂණය විය. තවද 5.6.6 ඡේදයෙහි සඳහන් පරිදි සියයට 66.9 ක ධාරිතා අගය සහ සියයට 55 ක් වූ දළ ලාභයෙන් වෙනත් මෙහෙයුම් වියදම ආදේශ කිරීමෙන් බලාගාරයේ වටිනාකම රු. මිලියන 4,176 කට ආසන්න අගයක් වියයුතු බව විගණනයට නිරීක්ෂණය වූවද තක්සේරු වටිනාකම වන රු.මිලියන 2,370 සමඟ සැසඳීමේදී බලාගාරයේ වටිනාකම රු.1,806 කින් අවප්‍රමාණය වී තිබූ බව නිරීක්ෂණය විය. තවද, වසර 10 ක මුල් ගිවිසුම් කාලය තුළදී ගිණුම්ගත කරන ලද ශුද්ධ ලාභයේ සාමාන්‍ය ඉදිරි වසර 8 ක් සඳහා සියයට 9.5 ක වට්ටම් සාධකය යටතේ වට්ටම් කිරීමෙන් බලාගාරයේ වටිනාකම රු. මිලියන 4,192 කට ආසන්න අගයක් වන බව විගණනයට නිරීක්ෂණය වූ අතර එය තක්සේරු වටිනාකම සමඟ සැසඳීමේදී බලාගාරයේ වටිනාකම රු.1,822 කින් අවප්‍රමාණය වී තිබූ බව නිරීක්ෂණය විය.

6.6 අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුව (SCANC) විසින් 5.5.34 ඡේදයේ දක්වා තිබූ පරිදි ගිවිසුම දීර්ඝ කිරීමේදී ධාරිතා ගාස්තු සඳහා මිල අඩු කිරීමට සමාගම් හිමිකරුවන් එකඟ කරවා ගෙන තිබූ අතර එම මිල අඩුවීමෙහි වාසිය වසර පහක කාලයට අදාළව ඇ.ඩො 1,561,122 ක් පමණක් බව නිරීක්ෂණය වූ අතර ධාරිතා ගාස්තු ලෙස වසර පහක කාලයට අදාළව ඇ.ඩො 29,085,134 ක් ගෙවා තිබුණි. එයින්, ස්කන්ධ ප්‍රාග්ධනයට ප්‍රතිලාභ වෙනුවෙන් ගෙවන ධාරිතා ගාස්තුවේ Non –Escalable කොටස සඳහා පමණක් ඇ.ඩො 21,701,362 (රු.මිලියන 3,650) ක් ගෙවා තිබුණි. එය බලාගාරයේ හිමිකරුවන් විසින් බලගාරය ලං.වි.ම. අලෙවි කිරීම සඳහා ඉදිරිපත් කරන ලද ලංසුව වූ ඇ.ඩො 17,000,000 (රු.මිලියන 2,446) මෙන් සියයට 127.7 ක් බව නිරීක්ෂණය විය.

6.7 තවද ඉහත 5.3.2.1 සහ 5.3.2.2 ඡේදවල දක්වා ඇති පරිදි පළමු ගිවිසුම් කාලය තුළ ප්‍රමාද පොළී ලෙස රු. මිලියන 580 ක් ගෙවා තිබූ බව නිරීක්ෂණය වූ අතර ගිවිසුම දීර්ඝ කිරීමෙන් පසු වසර පහක කාලය සඳහා ඉහත 5.5.36 සහ 5.5.37 ඡේදවල දැක්වෙන පරිදි රු. මිලියන 1,364 ගෙවා තිබුණි. ඒ අනුව ලංකා විදුලිබල මණ්ඩලයේ මූල්‍ය තත්වය යටතේ ණය ප්‍රාග්ධනය යෙදවීම මඟින් හෝ බලාගාරය මිලදී ගැනීමට කටයුතු කිරීමෙන් ලංවිමට වඩා වාසිදායක තත්වයක් ලබා කර ගැනීමට හැකියාවක් පැවති බව නිරීක්ෂණය විය.

6.8 අමාත්‍ය මණ්ඩලයට නිර්දේශ ඉදිරිපත් කිරීම සඳහා පත් කර තිබූ තාක්ෂණික ඇගයීම් කමිටුව (TEC) සහ අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුව (SCANC) විසින් ඒස් ඇඹිලිපිටිය පෞද්ගලික සමාගමේ මූල්‍ය ප්‍රකාශන සහ අනිකුත් තොරතුරු ඇසුරින් විදුලිබල ක්ෂේත්‍රයෙහි ව්‍යාපාරික ආයෝජනය පිළිබඳ පහත සඳහන් වාසිදායක/අවාසිදායක තත්වය පිළිබඳ විග්‍රහයක් සිදු කර තිබූ බවක් විගණනයේ දී අනාවරණය නොවීය.

i. වගුව අංක 13 හි දක්වා ඇති පරිදි මුල් ගිවිසුම් කාලය තුළදී ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික සමාගම රු. මිලියන 8,572 ක ශුද්ධ ලාභයක් ලබා තිබූ අතර එය 2003 වර්ෂයේදී සමාගම විසින් සිදුකර තිබූ මූලික ප්‍රාග්ධන ආයෝජනය වූ රු. මිලියන 1,676 ට සාපේක්ෂව සියයට 511 ක් වී තිබුණි. තවද ගිවිසුම දීර්ඝ කිරීමෙන් පසු වසර පහක කාලය සඳහා රු. මිලියන 6,270 ක ශුද්ධ ලාභයක් උපයාගෙන තිබුණු අතර එය මූලික ආයෝජනයට ප්‍රතිශතයක් ලෙස සියයට 406 කි. ඒ අනුව 2021 මාර්තු 31 වන දිනට ඒස් ඇඹිලිපිටිය පෞද්ගලික සමාගම උපයාගෙන ඇති මුළු ශුද්ධ ලාභය රු. මිලියන 14,841 ක් වූ අතර එය මූලික ආයෝජනයට සාපේක්ෂව සියයට 885 කි.

ii. ඒස් ඇඹිලිපිටිය පෞද්ගලික සමාගමෙහි ආයෝජකයින් සිය ආයෝජනය වන රු. මිලියන 1,676 ක මුදල වසර 2 ක පිළිගෙවුම් කාලයක් (Pay Back Period) තුළදී ශුද්ධ ලාභය ලෙස උපයාගෙන තිබූ බව නිරීක්ෂණය විය. එසේම ඉහත 5.4.2 ඡේදයෙහි දක්වා ඇති පරිදි සමාගම විසින් මුල් ගිවිසුම් කාලය සඳහා පමණක් ලාභාංශ වශයෙන් රු. මිලියන 4,911 ක් බලාගාරයෙහි ආයෝජකයින්ට ගෙවා තිබූ අතර ගිවිසුම් කාලය දීර්ඝ කිරීමෙන් පසු වසර පහක කාලය සඳහා ලාභාංශ වශයෙන් තවත් රු. මිලියන 2,933 ක් ද, එසේම 2020/21 මූල්‍ය වර්ෂය අවසන් වන විට හිමිකම් වශයෙන් රු. මිලියන 5,854 ක් සමාගම සතුව පැවතුණි. ඒ අනුව මූලික ආයෝජන මුදල ආවරණය කිරීමෙන් පසු 2021 මාර්තු 31 දිනට රු.මිලියන 12,022ක් ආයෝජකයන් හට සිය ආයෝජනය වෙනුවෙන් ප්‍රතිලාභ ලෙස විවිධ ආකාරයෙන් ආපසු උපයාගැනීමට හැකිවී තිබුණි. එය මූලික ආයෝජනයට සාපේක්ෂව සියයට 717 කි. තවද 2015/16 මූල්‍ය වර්ෂයේදී ප්‍රාග්ධන අවකරණයක් ලෙස හිමිකමින් රු. මිලියන 947 ක මුදලක් ද ආපසු ලබාගෙන තිබුණි.

iii. ඉහත වගුව අංක 13 හි දක්වා ඇති පරිදි මුල් ගිවිසුම් කාලය තුළ සමාගමෙහි වාර්ෂික සාමාන්‍ය ප්‍රාග්ධනයට ප්‍රතිලාභ අනුපාතය සියයට 51 ක් ද කොටසක සාමාන්‍ය ඉපයුම රු. 5 ක් වී තිබුණි. මෙවැනි ඉහළ ප්‍රතිලාභ හිමිවීමට විදුලිය

මිලදී ගැනීමේ ගිවිසුමෙහි ලංවිම කෙරෙහි පැවති අවාසිදායක කොන්දේසි හා නියමයන්ගේ බලපෑම හේතු වී තිබුණි.

- 6.9 මුල් ගිවිසුම් කාලය තුළ ඉන්ධන වියදම් ලෙස ලංවිම රු. මිලියන 64,873 ක් වැය කර තිබුණු බව ලංවිම මූල්‍ය ප්‍රකාශන අනුව සඳහන් කර තිබුණද, ඒ ස් පවර් ඇඹිලිපිටිය බලාගාරය විසින් ඉහත වගුව අංක 12 පරිදි ඉන්ධන වියදම වෙනුවෙන් රු. මිලියන 68,421 ක් ප්‍රතිපූර්ණය කර ගෙන තිබුණි. ඒ අනුව මුල් ගිවිසුම අනුව ඉන්ධන ගාස්තුව ලෙස බලාගාරය විසින් ප්‍රතිපූර්ණය කර ගෙන තිබුණු මුදල සත්‍ය ඉන්ධන වියදමට වඩා රු. මිලියන 3,548 කින් වැඩි බව නිරීක්ෂණය විය.
- 6.10 එසේම ඉහත 5.5.37 ඡේදයෙහි සඳහන් පරිදි 2016 අප්‍රේල් 06 දින සිට 2018 ජූලි 31 දින දක්වා අතර කාලපරිච්ඡේදය තුළ ලංවිම විසින් ඉන්ධන ගාස්තුව ලෙස රු. මිලියන 22,305 ක් ගෙවා තිබූ අතර අදාළ කාලය තුළ සමාගම විසින් මිලදී ගෙන තිබූ ඉන්ධන වටිනාකම රු. මිලියන 20,838 ක් පමණක් වීමෙන් සත්‍ය ඉන්ධන වියදමට වඩා ප්‍රතිපූර්ණය කරන ලද රු. මිලියන 1,467 කින් වැඩි බව නිරීක්ෂණය විය. ඒ අනුව ගිවිසුමෙහි ඇතුළත් ඉන්ධන අනුපාතයේ නිවැරදිතාවය පිළිබඳ TEC සහ SCANC සිය අවධානය යොමු කර තිබූ බව නිරීක්ෂණය නොවිය.
- 6.11 තවද ගිවිසුම දීර්ඝ කිරීමෙන් පසු බාර්ජ් මවුන්ටඩ් විදුලි බලාගාරය වෙනුවෙන් ආනයනය කර තිබූ ඉන්ධන තොග මෙම බලාගාරය සඳහා නිදහස් කර තිබූ බව නිරීක්ෂණය වූ අතර ලංකා බණිජ තෙල් සංස්ථාව විසින් ඒ ස් පවර් ඇඹිලිපිටිය බලාගාරය සඳහා නිකුත් කරන ලද ඉන්ධන සඳහා වන මූල්‍ය වගකීම වෙනුවෙන් ලංකා විදුලිබල මණ්ඩලය විසින් ලංකා බණිජ තෙල් සංස්ථාව වෙත ඇප සුරකුම් ලබාදී තිබූ බව වැඩිදුරටත් නිරීක්ෂණය විය.
- 6.12 ඉහත 5.3.2.2 ඡේදයෙහි දක්වා ඇති පරිදි මුල් ගිවිසුම් කාලය තුළ සමාගම විසින් විවිධ බදු වියදම් සඳහා දරන ලද රු. මිලියන 4,784 ක මුදලක් ලංවිම වෙතින් ප්‍රතිපූර්ණය කර ගෙන තිබුණි. මේ පිළිබඳ TEC සහ SCANC කමිටුව සිය අවධානය යොමු කර තිබූ බවක් නිරීක්ෂණය නොවුණු අතර ඉහත 5.5.37 ඡේදයෙහි පරිදි ගිවිසුම දීර්ඝ කිරීමෙන් පසු වසර පහක කාලය තුළ බදු ප්‍රතිපූර්ණය වෙනුවෙන්, රු. මිලියන 1,499 ක් ගෙවා තිබුණි. එසේම මෙවැනි කොන්දේසි ඇතුළත් ගිවිසුමක් යළි දීර්ඝ කිරීමට කටයුතු කිරීම තුළින් පෞද්ගලික සමාගමක් විසින් රජයට ගෙවිය යුතු බදු රජයේ ආයතනයක් විසින්ම ගෙවීම හේතුවෙන් රජයට හිමිවිය යුතු තත්‍ය බදු ආදායම් අහිමි වී තිබුණි .
- 6.13 මෙම සමාගම පූර්ණ ශ්‍රී ලාංකික සමාගමක් වුවත් දීර්ඝ කරන ලද ගිවිසුම් අනුව ස්කන්ධ ප්‍රාග්ධනයට ප්‍රතිලාභ සහ රුපියල්වලින් දරනු ලබන ඇතැම් පරිපාලන වියදම්, ස්ථාවර මෙහෙයුම් හා නඩත්තු වියදම් සහ විචල්‍ය මෙහෙයුම් හා නඩත්තු වියදම් ඇමරිකන් ඩොලර්වලින් නාමනය කරන ලද ස්ථාවර අනුපාතයන් යොදා ගනිමින් ගෙවීම් කිරීම

හේතුවෙන් ඇමරිකන් ඩොලර් සඳහා වන විනිමය අනුපාතය වැඩිවීම මත වැඩි වටිනාකමක් මෙම සංරචකයන් සඳහා ගෙවීමට සිදු වී තිබුණි. ඒ අනුව ගිවිසුම දිරිස කරන ලද වසර පහක කාලය තුළදී (2016 අප්‍රේල් 06 – 2021 අප්‍රේල් 06) ඇමරිකන් ඩොලරයක විනිමය අනුපාතය රු.143 සිට රු. 198 දක්වා වැඩි වී ඇති බව නිරීක්ෂණය වූ අතර එම අනුපාතයන් මත අදාළ වියදම් දැරීමට සිදු වී තිබුණි. තවද 2022 මාර්තු 28 සිට 2022 සැප්තැම්බර් 27 දක්වා දිරිස කරන ලද නව ගිවිසුම අනුව, ඉහත සඳහන් සංරචක අතුරින් ස්කන්ධ ප්‍රාග්ධනයට ප්‍රතිලාභය (Non –Escalable of Capacity Charge) සඳහා පමණක් ඇමරිකන් ඩොලරයක විනිමය අනුපාතය රු. 288.75 ක් ලෙස ස්ථාවර අගයකට එකඟ වී තිබුණි. නමුත් 2022 මාර්තු 28 සිට 2022 සැප්තැම්බර් 27 දක්වා විනිමය අනුපාතය රු. 289 සිට රු. 364 දක්වා විචලනය වී තිබුණු අතර අනෙකුත් සංරචකයින් සඳහා එලෙස ඉහළ වූ අනුපාතයන් මත ගෙවීම් කිරීමට සිදු වී තිබුණි.

- 6.14 ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික විදුලි බලාගාරයේ ගිවිසුම් දිරිස කරමින් විදුලිය මිලදී ගැනීමේ දී අමාත්‍ය මණ්ඩල අනුමැතිය ලබාගෙන තිබුණ ද පෞද්ගලික විදුලි බලාගාර වෙතින් විදුලිය මිලදී ගැනීමේ දී 2013 අංක 31 දරන ශ්‍රී ලංකා විදුලිබල (සංශෝධන) පනතේ 43 වන වගන්තිය ප්‍රකාරව විදුලිය මිලදී ගැනීමේදී අනුගමනය කළ යුතු නියමයන් කෙරෙහි එහිදී ප්‍රමාණවත් අවධානය යොමු කර තිබූ බවට කරුණු නිරීක්ෂණය නොවීය. තවද, 5.5.4 ඡේදයේ සඳහන් පරිදි 2015 අප්‍රේල් 10 වන දින විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් ඒස් පවර් ඇඹිලිපිටිය පෞද්ගලික විදුලි බලාගාරය මිලදී ගැනීම සඳහා කටයුතු කරන්නේ නම් ඒ සඳහා රජයේ විධිමත් ප්‍රසම්පාදන ක්‍රියාවලිය අනුගමනය කිරීමේ අවශ්‍යතාවය අවධාරණය කර තිබුන ද ඒ අනුව කටයුතු කර නොමැති බව නිරීක්ෂණය විය.
- 6.15 2009 අංක 20 දරන ශ්‍රී ලංකා විදුලිබල පනතේ 09 වන වගන්තිය ප්‍රකාරව සහ 2013 අංක 31 දරන ශ්‍රී ලංකා විදුලිබල (සංශෝධන) පනතේ නියමයන් ප්‍රකාරව විදුලි ජනනය සඳහා ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව වෙතින් විදුලි ජනනය සඳහා බලපත්‍ර ලබාගත යුතුය. ඒ අනුව උක්ත පනතේ 43 (1) වගන්තිය ප්‍රකාරව එසේ බලපත්‍ර හිමිවූ සමාගම් වෙතින් පමණක් විදුලිය ජනනය සහ සැපයීම සිදුකළ යුතු වුවද එසේ ජනන බලපත්‍ර ලබාගෙන නොමැති ඒස් පවර් ඇඹිලිපිටිය සමාගමෙන් 2016 වර්ෂයේ සිට 2021 වර්ෂය දක්වා විදුලිය මිලදී ගැනීමට අමාත්‍ය මණ්ඩල අනුමැතිය ලබාගෙන තිබුණි.
- 6.16 2009 අංක 20 දරන ශ්‍රී ලංකා විදුලිබල පනතේ සහ 2013 අංක 31 දරන ශ්‍රී ලංකා විදුලිබල (සංශෝධන) පනතේ නියමයන්ට අනුව සියයට 100 ක හිමිකාරිත්වයක් දරන පෞද්ගලික සමාගම්වලට මෙ.වො.25 කට වඩා ධාරිතාවයක් සහිත විදුලි බලාගාර පවත්වාගෙන යාමට ප්‍රතිපාදන නොමැත. කෙසේ වෙතත්, පනතට සිදුකරන ලද සංශෝධනයෙන් අනතුරුවද සියයට 100 ක පෞද්ගලික හිමිකාරිත්වයක් දරන “ඒස්

පවර්” ඇඹිලිපිටිය සමාගම සමඟ කෙටිකාලීන විදුලිය මිලදී ගැනීම සඳහා වන ගිවිසුම 2016 අප්‍රේල් 06 වන දින අත්සන් කර තිබුණි.

6.17 ඉහත 5.5.1, 5.5.2 සහ 5.5.3 ඡේදයන්හි දක්වා ඇති පරිදි ඒස් පවර් ඇඹිලිපිටිය බලාගාරය 2015 අප්‍රේල් විශ්‍රාම ගැන්වූ පසු දකුණු ප්‍රදේශයේ විදුලි පද්ධතියේ පැවතිය හැකි දුර්වලතාවයන් සහ පද්ධති සීමාවන් පිළිබඳව ලංවිම නියෝජ්‍ය සාමාන්‍යාධිකාරී-(පද්ධති පාලන) හා නියෝජ්‍ය සාමාන්‍යාධිකාරී - (බලශක්ති මිලදීගැනීම) විසින් ලංවිම ඉහල කළමනාකරණය වෙත තොරතුරු ඉදිරිපත් කර තිබුණි. නමුත් ඔවුන් විසින් ඒ පිළිබඳ ප්‍රමාණවත් අවධානයක් යොමු කර තිබූ බවක් නිරීක්ෂණය නොවූ අතර මේ හේතුවෙන් එය පසුව විදුලි අර්බුදයක් දක්වා වර්ධනය වී තිබුණි.

6.18 ඉහත 5.5.7 ඡේදයහි දැක්වෙන 2016 මාර්තු 23 දින අමාත්‍ය මණ්ඩල තීරණය පරිදි විදුලිබලය ලබාගත් කාලපරිච්ඡේදයේදී සමාගම විසින් දරන ලද ප්‍රාග්ධන ආයෝජනයට ප්‍රමාණවත් විය හැකි අන්දමේ ගෙවීම්, ලංකා විදුලිබල මණ්ඩලය විසින් එකී සමාගම්වලට “ධාරිතා ගෙවීම්” වශයෙන් දැනටමත් ගෙවා ඇති බව නිරීක්ෂණය කර තිබුණි. තවද 2013 සැප්තැම්බර් 19 වන දින අමාත්‍ය මණ්ඩල තීරණයට අනුව ද පෞද්ගලික සමාගම් වෙතින් ගිවිසුම් කාලයට පසුව නැවත විදුලිය ලබාගැනීමේදී අදාළ මුල් ගිවිසුම් කාලය තුළදී ආයෝජන හා ප්‍රාග්ධන මුදල් ආවරණය කර ගැනීම හේතුවෙන් ස්ථාවර ධාරිතා ගාස්තු නොගෙවිය යුතු බවටද, ජනනය කරනු ලබන බලශක්තිය සඳහා පමණක් ගාස්තු ගෙවිය යුතු බවටද නියම කර තිබූ බව විගණනයේ දී නිරීක්ෂණය විය. ඒ අනුව 2016 වර්ෂයේ සිට මුල් ගිවිසුම් කාලය ඉක්ම වූ ඒස් පවර් ඇඹිලිපිටිය බලාගාරය වෙතින් විදුලිය මිලදී ගැනීම සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබාගැනීමේදී එම කරුණු කෙරෙහි අවධානය යොමු කල බව විගණනයේ දී නිරීක්ෂණය නොවිය.

6.19 2016 වර්ෂයේ සිට දකුණු ප්‍රදේශයේ ඇතිවී තිබූ විදුලිබල අර්බුදයට මූලික හේතුව විදුලි සම්ප්‍රේෂණ පද්ධතියේ පවත්නා අසමතුලිතතාවය බව විගණනයේ දී තහවුරු වූ අතර එම අර්බුදයට විසදුම් ලෙස ප්‍රාදේශීය වශයෙන් විදුලිය මිලදී ගැනීමට ලංකා විදුලිබල මණ්ඩලයට සිදුව තිබුණි. ඒ වෙනුවෙන් 2016 - 2021 දක්වා වූ වසර පහක කාලය තුළ ඒස් පවර් ඇඹිලිපිටිය බලාගාරය වෙතින් පමණක් විදුලිය මිලදී ගැනීම සඳහා වැය වී තිබූ මුදල රු. මිලියන 59,454 කි (ප්‍රමාද පොළියද ඇතුළුව). මෙය 2018 - 2026 කාලය තුළ සම්ප්‍රේෂණ පද්ධති සංවර්ධනය සඳහා ලංවිම දිගු කාලීන සම්ප්‍රේෂණ සංවර්ධන සැලසුම - 2018-2027 තුළ ඇතුළත් කර ඇති රු. මිලියන 183,642 ක ඇස්තමේන්තු ගත වියදමෙන් සියයට 32 කි.

6.20 කෙටිකාලීන පදනමින් බලාගාර ස්ථාපිත කළ පසු පද්ධතියේ ස්ථාවරත්වය වැඩිදියුණු වන අයුරු පැහැදිලි කරන ලෙස 2016 අප්‍රේල් 11 වන දින ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව විසින් ලංකා විදුලිබල මණ්ඩලයෙන් ඉල්ලා තිබුණු අතර, එලෙස

කෙටිකාලීන පදනමින් බලාගාර ස්ථාපිත කලද පද්ධතිය වැඩිදියුණු කිරීම අත්‍යාවශ්‍යයෙන් සිදුකළ යුතු බව ඉහත 5.5.14 ඡේදයෙහි පරිදි ලංවිම දක්වා තිබුණි. ඒ අනුව ඇතිවී තිබූ විදුලිබල අර්බුදයට මූලික හේතුව විදුලි සම්ප්‍රේෂණ පද්ධතියේ පවත්නා අසමතුලිතතාව බවත් අතිරේක විදුලි ජනනය තාවකාලික විසඳුමක් බවත් තහවුරු විය. මේ බව 2016 මාර්තු 22 වන දින “ඉදිරියේදී ඇතිවිය හැකි නියං කාලයට මුහුණ දීම සඳහා හදිසි අවස්ථා විදුලිබල ධාරිතාවයක් පවත්වා ගැනීම ” නමින් අමාත්‍ය මණ්ඩල වෙත ඉදිරිපත් කර තිබූ අමාත්‍ය මණ්ඩල සංදේශය අනුවද තහවුරු වුවද විදුලි අර්බුදයට හඳුනා ගන්නා ලද ස්ථිර විසඳුම් ක්‍රියාත්මක කිරීමට ලංවිම අපොහොසත්වී තිබුණි.

6.21 ඉහත 5.5.15 ඡේදයෙහි විස්තර වශයෙන් දක්වා ඇති පරිදි මහජන උපයෝගීතා කොමිෂමේ හි අනුමැතිය ලබා ගැනීමට ප්‍රථම අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීමට කටයුතු කිරීමේ හේතුව ලෙස විදුලිය බිඳ වැටීම වලක්වා ගැනීම සඳහා එනම් 2016 මාර්තු 22 සිට 2016 අප්‍රේල් 22 දක්වා මාසයක් වැනි කෙටි කාලයක දී මෙම ක්‍රියාවලිය සිදු කිරීමට සිදුවූ බවත්, ප්‍රයෝගික තත්වයක් තුළ එවැනි ක්‍රියාමාර්ගවලට අවකීර්ණ වීමට සිදුවිය හැකි බවත් විසින් දක්වා තිබුණි. නමුත් ඒ ස් පවර් ඇඹිලිපිටිය බලාගාරයේ අවශ්‍යතාවය 2015 අප්‍රේල් 05 වන දින ගිවිසුම අවසන් වීමටත් ප්‍රථම ලංවිම හඳුනාගෙන තිබූ බවත් ඒ සඳහා ගතයුතු විකල්ප ක්‍රියාමාර්ග සඳහා ප්‍රමාණවත් තරම් කාලසීමාවක් පැවතියත් ඒ පිළිබඳ ප්‍රමාණවත් පරිදි ක්‍රියාකර නොතිබීම හේතුවෙන් මෙවැනි තත්වයක් ඇති වූ බවට විගණනයට නිරීක්ෂණය විය.

6.22 ඉහත 5.5.14 ඡේදයේ දක්වා ඇති පරිදි ලංකා විදුලිබල මණ්ඩලය විසින් 2016 අප්‍රේල් / මැයි කාල සීමාවේ දී කෙටි කාලීන පදනම මත හදිසි විදුලි අවශ්‍යතාවය ලෙස දක්වමින් මෙ.වො. 55 ක ධාරිතාවයක් ප්‍රසම්පාදනය කිරීම සඳහා ක්‍රියාත්මක වී තිබුණද, එහි අවශ්‍යතාවය මහජන උපයෝගීතා කොමිෂම වෙත නියමානුකූලව සනාථ කිරීමට නොහැකි වීම මත පසුව එය අත්හැර තිබුණු බවත් නිරීක්ෂණය විය.

6.23 ඉහත වගුව අංක 20 හි දක්වා ඇති පරිදි දකුණු ප්‍රදේශයේ පවත්නා විදුලි බල අර්බුදය විසඳීම සඳහා යෝජනා කර තිබූ විකල්ප අවස්ථා 2 සහ 5 සඳහා වැය වෙනැයි අපේක්ෂා කර තිබූ සම්ප්‍රේෂණ පිරිවැය මෙන් පිළිවෙලින් 13 ගුණයක් සහ 11 ගුණයක් ධාරිතා ගාස්තු වශයෙන් ගිවිසුම දිරිස කරන ලද වසර 5 සඳහා ඒ ස් පවර් ඇඹිලිපිටිය සමාගමට ගෙවීමට සිදු වී තිබුණි.

6.24 ඉහත 5.3.1.1 ඡේදයෙහි දැක්වෙන පරිදි මෙම ආයෝජනය සඳහා සමාගම විසින් ඇ.ඩො මිලියන 61 ක් වැය කර තිබූ අතර ඉන් සියයට 70 ක් ණය ප්‍රාග්ධනය මගින් ද ඉතිරිය ස්කන්ධ ප්‍රාග්ධනය මගින් ද සපයා ගෙන තිබුණි. ඒ අනුව සමාගම විසින් සත්‍ය වශයෙන්ම සිය අතැති මුදල් යොදා ගනිමින් ඇමරිකන් ඩොලර් මිලියන 18 ක් හෙවත්



රු. මිලියන 1,676 ක් පමණක් ආයෝජනය කර තිබුණි. එසේම මෙම ආයෝජන මුදල වර්ෂ 2 ක පිළිගෙවුම් කාලයක් තුළ පියවා ගැනීමට හැකියාවක් ලැබී තිබුණි. ඒ අනුව රු. මිලියන 1,676 ක් වැනි ආයෝජන මුදලක් මගින් වසර 20 ක ඵලදායී ජීව කාලයක් සහිත මෙවැනි විදුලි බලාගාර ඉදිකිරීමට රජය විසින් අවධානය නොකිරීම මෙන්ම රාජ්‍ය සම්පත් උපක්‍රමික හැකියාවන් (Strategic Capabilities) සහිත ලාභදායී ආයෝජනවල යෙදවීමට අදාළ බලධාරීන් අපොහොසත් වී ඇති බව නිරීක්ෂණය විය.

6.25 ඉහත 5.5.16 ඡේදයහි විස්තර වශයෙන් දක්වා ඇති පරිදි දකුණු ප්‍රදේශයේ විදුලි පද්ධති ජාලයේ විදුලි ඉල්ලුම් හා සැපයුම් කළමනාකරණය සඳහා නිර්දේශ ඉදිරිපත් කිරීම පිණිස විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් විශේෂඥ කමිටුවක් පත්කර තිබූ අතර එම කමිටු අධ්‍යයනයට අනුව විදුලිබල පද්ධතියෙහි අවදානම්කාරී තත්ත්වක් උද්ගතවීමට හේතුව විදුලිබල සම්ප්‍රේෂණ ජාලයේ පවතින බාධාවන් මිස විදුලිබල ජනනයේ උෞනතාවයන් නොවන බවට හඳුනාගෙන තිබුණි.

6.26 සැලසුම් නිසි ලෙස ක්‍රියාත්මක නොවීම සහ සම්ප්‍රේෂණ පද්ධතියේ පවතින අඩුපාඩු හේතුවෙන් ලංකා විදුලිබල මණ්ඩලය සඳහා ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ අවශ්‍යතාව ඇති වූ බව හඳුනාගන්නා ලද අතර සාමාන්‍ය ඉල්ලුම සපුරාලීමට ප්‍රමාණවත් විදුලි සැපයුමක් නොතිබීම සහ හදිසි අවශ්‍යතාවයක් පැනනැගීම නොවන නිසා බවද විගණනයට නිරීක්ෂණය විය.

6.27 ඇඹිලිපිටිය ඒස් පවර් විදුලි බලාගාරයෙන් විදුලිය මිලදීගැනීමේ දී ඇතිකර ගත් ඉහත 5.3.1.8 , 5.3.1.9 වැනි ඡේද වල සඳහන් කොන්දේසි ලංවිමට අවාසිදායක ලෙස බලපා ඇති අතර ඒවා නැවත ගිවිසුම්ගත වීමේදී ද සමාලෝචනය කර නිවැරදිව ගිවිසුම්වලට එළඹී නොතිබූ බව නිරීක්ෂණය විය.

6.28 ගිවිසුම් කාලය අවසන් වූ පසු විදුලි බලාගාරය මිලදී ගැනීම සඳහා බලාගාරයේ වටිනාකම නිවැරදිව තක්සේරු කර ඇති බව තහවුරු නොවූ අතර ලංකා විදුලිබල මණ්ඩලය විසින් ස්වයං තක්සේරුවක් ද සිදුකර නොමැති වීමෙන් බලාගාරයේ හිමිකරුවන් විසින් ඉදිරිපත් කරන ලද ලංසුව වූ රු. මිලියන 2,446 ට වඩා වසර පහක කාලය තුළදී ධාරිතා ගාස්තුවේ Non –Escalable කොටස (ප්‍රාග්ධනය සඳහා ප්‍රතිලාභ) වෙනුවෙන් පමණක් ගෙවූ මුදල රු. මිලියන 3,650 ක් වීමෙන් රු. මිලියන 1,204 ක් වැඩියෙන් ගෙවා ඇති බව නිරීක්ෂණය විය.

6.29 ඉහත 5.5.2 සහ 5.5.40 ඡේදයන්හි දක්වා ඇති පරිදි දකුණු ප්‍රදේශයේ වෝල්ටීයතාවය පිළිබඳ ගැටළුව අම්බලන්ගොඩ - ගාල්ල සම්ප්‍රේෂණ මාර්ගය නිම කිරීමත් සමඟ යම් ප්‍රමාණයකට විසඳෙන බව දක්වා ඇතත් එම සමීක්ෂණ මාර්ගය ඉදිකිරීම 2015 අප්‍රේල් මස අවසන් වී තිබුණත් එය තුළින් අදාළ ගැටළුවට විසඳුමක් ලැබී තිබූ බව නිරීක්ෂණය නොවීය.

- 6.30 ඉහත 5.5.40 ඡේදයහි දක්වා ඇති පරිදි දකුණු ප්‍රදේශය තුළ විදුලි සම්ප්‍රේෂණ පද්ධතියේ පවතින දුර්වලතා 2011 – 2020 සම්ප්‍රේෂණ සැලසුම් තුළින් හඳුනාගෙන ඒවාට විසඳුම් ඉදිරිපත් කර තිබුණද එම විසඳුම් නිසි ලෙස ලභාකර ගැනීමට වාර්තා කරන දින දක්වා ලංවිමට නොහැකි වී තිබුණි.
- 6.31 ඒස් පවර් ඇඹිලිපිටිය (පෞද්ගලික) සමාගම පිහිටා ඇති දිවයිනේ දකුණු ප්‍රදේශයේ සංවර්ධනය ඉලක්ක කර ගනිමින් උමා ඕය ව්‍යාපෘතියද ආරම්භ කර තිබුණු බව විවිධ වාර්තාවන්ට සහ ව්‍යාපෘති ගිවිසුම්වලට අනුව පැහැදිලි විය. ඒ අනුව එම ව්‍යාපෘතිය යටතේ ඉදිවන විදුලි බලාගාරයේ විදුලි බලය දකුණු ප්‍රදේශයේ විදුලි අවශ්‍යතාවය සඳහා යොදා ගැනීමට ව්‍යාපෘතිය මඟින් අපේක්ෂා කර තිබුණ ද එම බලය දකුණු ප්‍රදේශයේ සම්ප්‍රේෂණ ජාලයට එක් කිරීමට කටයුතු කිරීමකින් තොරව බදුල්ල විදුලි උපපොල වෙත සම්බන්ධ කිරීම සඳහා සම්ප්‍රේෂණ මාර්ග ඉදිකිරීම් සිදුකරමින් පැවතුණි.
- 6.32 වර්තමානය වන විට දිවයිනේ බටහිර ප්‍රදේශය ආශ්‍රිතව මෙ.වො. 1,022.2 ක බලාගාර පිහිටුවා තිබූ අතර දකුණු ප්‍රදේශයේ පවත්නා විදුලි හිඟය මහහැරීම සඳහා බාර්ජ් මවුන්ටඩ් විදුලි බලාගාරය මිලදී ගැනීමෙන් පසු එය දකුණු ප්‍රදේශය ආශ්‍රිතව ස්ථාපිත කිරීමට කටයුතු කර නොමැති බව නිරීක්ෂණය විය. එසේම මෙම බාර්ජ් බලාගාරය මිලදී ගැනීමෙන් පසු එහි ස්ථාපිත ධාරිතාවයෙන් සියයට 74 ක් පමණක් ප්‍රයෝජනයට ගෙන තිබුණි.
- 6.33 ඉහත 5.5.9 ඡේදයහි සඳහන් පරිදි අමාත්‍ය මණ්ඩල අනුකමිටුව විසින් ඉදිරිපත් කර තිබූ අතුරු වාර්තාව අනුව ලංවිම විදුලි පද්ධතියේ නඩත්තු කටයුතුවල ක්‍රියාකාරීත්වය සනාථ කරගත හැකි කළමනාකරණ තොරතුරු පද්ධතියක් (Management Information System) ලංවිම සතුව නොමැති වීම, එක් එක් නිලධාරියා සහ කළමනාකරණ වගකීම් පිළිබඳ වගවීම සනාථ කරන ක්‍රමවේදයක් පැවතියද එය නිසි පරිදි ක්‍රියාත්මක නොවීම සහ අවම වශයෙන් ලංකා විදුලිබල මණ්ඩලය ඉහළ කළමනාකාරීත්වයේ සිටින නිලධාරීන්ට අදාළ රාජකාරි ලැයිස්තු (Job Description) නියමාකාරයෙන් ලබාදී නොමැතිවීම හේතුවෙන් යම් වරදකට වගකිව යුතු නිලධාරීන් හඳුනා ගැනීම දුෂ්කර වීම යනාදී කළමනාකරණ දුර්වලතා ලංවිම තිරණ ගැනීමේ ක්‍රියාවලිය කෙරෙහි අහිතකර ලෙස බලපා තිබූ බව නිරීක්ෂණය විය.

7. නිර්දේශ

7.1 බලාගාරය මිලදී ගැනීමේ ආර්ථිකමයභාවය පිළිබඳව නැවත සමාලෝචනය කර මිලදී ගැනීම වාසිදායක තත්වයක් තහවුරු වන්නේ නම් නොපමාව හෝ පවත්නා ගිවිසුම අවසන් වීමෙන් අනතුරුව බලාගාරය මිලදී ගැනීමට අවධානය යොමු කළ යුතු වීම (යොමුව 6.1)

7.2 රජයේ තක්සේරුකරු විසින් තක්සේරු කිරීමේ දී අවධානයට ලක්කළ යුතු කරුණු සඳහා ප්‍රමාණවත් අවධානයක් යොමු නොකිරීම හේතුවෙන් හෝ/සහ නොසැලකිලිමත්භාවය හේතුවෙන් නිවැරදි තක්සේරු වටිනාකමට වඩා අඩු වටිනාකමක් ලැබී ඇත්නම් ඒ සඳහා වගකිව යුතු පාර්ශවයන් හඳුනාගෙන සුදුසු පියවර ගැනීම (යොමුව 6.2 , 6.4,6.5)

7.3 එම තක්සේරුවට ලංකා විදුලිබල මණ්ඩලය විසින් ප්‍රමාණවත් තොරතුරු ලබා දී නොමැති නම් සහ ඒ සඳහා අවශ්‍ය සහය ලබා නොදීම හේතුවෙන් තක්සේරුව අඩු වී ඇත්නම් ඒ පිළිබඳව ද අවශ්‍ය පියවර ගැනීම (යොමුව 6.4, 6.5)

7.4 යම් හෙයකින් බලාගාරය මිලදී නොගන්නේ නම් සහ තවදුරටත් මෙම බලාගාරයෙන් විදුලිය මිලදී ගැනීමට කටයුතු කරන්නේ නම් හෝ එම මිලදී ගැනීමට ගිවිසුම්ගත වන්නේ නම් එම මිලදී ගැනීම රජයට උපරිම ආර්ථික වාසි ලැබෙන ලෙස ගිවිසුම්ගත වීම (යොමුව 6.3, 6.6, 6.18,6.23,6.27).

7.5 විදුලි පද්ධතියේ පැවතිය හැකි දුර්වලතාවයන් සහ පද්ධති සීමාවන් පිළිබඳව මෙන්ම එම දුර්වලතාවයන් හා සීමාවන් සඳහා ගත යුතු ඵලදායී විකල්පයන් පිළිබඳව ඉහළ කළමනාකරණය වෙත නිවැරදි තොරතුරු ඉදිරිපත් කිරීමත්, ඉහළ කළමනාකරන විසින් අදාළ අංශ වලින් කාලිනව තොරතුරු ලබා ගෙන එම තොරතුරු කෙරෙහි අවධානය යොමු කර ප්‍රසස්ථ තීරණ ගැනීම (යොමුව 6.20, 6.17)

7.6 ලංකා විදුලිබල මණ්ඩලය විසින් පෞද්ගලික අංශයෙන් විදුලිබලය මිලදී ගැනීමේ දී ශ්‍රී ලංකා විදුලිබල පනත හා ඊට අදාළ සංශෝධනයන්ට අනුකූල හා මහජන උපයෝගීතා කොමිෂමෙහි නියමයන්ට අනුකූලව කටයුතු කිරීම (යොමුව 6.15 , 6.16 )

7.7 ලංකා විදුලිබල මණ්ඩලය විසින් පෞද්ගලික අංශයෙන් විදුලිබලය මිලදී ගැනීම වැනි කාර්යයන් සිදුකිරීමේ දී මහජන උපයෝගීතා කොමිෂම විසින් ඒ සම්බන්ධයෙන් ඉහළ අවධානයක් යොමු කිරීම (යොමුව 6.1, 6.6, 6.12 , 6.13,6.15)

7.8 ඉන්ධන ගාස්තු තීරණය කිරීමේදී සත්‍ය වියදම පමණක් ප්‍රතිපූර්ණය වන ආකාරයට ගිවිසුම් සකස් කිරීමත්, බලාගාරයේ ඉන්ධන දහනය වීමේ අනුපාතය නිසි ක්‍රමවේදයක් හරහා පරීක්ෂා කිරීමත් සිදු කිරීම

(යොමුව 6.9 ,6.10 )

7.9 ජනන සැලසුම් සහ සම්ප්‍රේෂණ සැලසුම්, සැලසුම් කල කාලය තුළ නිම කිරීමට කටයුතු කිරීම මගින් හදිසි මිලදී ගැනීමේ අවශ්‍යතාවයන් වළක්වා ගැනීමට කටයුතු කිරීම තුළින් පිරිවැය අවම කිරීම.

(යොමුව 6.19, 6.30 )



ඩබ්ලිව්.පී.සී. වික්‍රමරත්න

විගණකාධිපති

2023 ජනවාරි 20 දින

இலங்கை மின்சார சபையினால் ஏஸ் பவர் எம்பிலிபிட்டிய தனியார் கம்பனியிடமிருந்து மின்சாரம் கொள்வனவு செய்தல் தொடர்பான கணக்காய்வாளர் தலைமை அதிபதியின் விவேக அறிக்கை

## நிறைவேற்றுப் பொழிப்பு

இலங்கை மின்சார சபைக்கு நீண்ட காலமாக உற்பத்தி திட்டத்தினை அடைந்துகொள்ள முடியாமையால், உற்பத்தி செய்யப்படும் மின்சார அலகுகளின் அளவு உள்நாட்டு தேவையை பூர்த்தி செய்ய போதுமானதாக இல்லாதிருந்தமையால், ஏஸ் பவர் எம்பிலிபிட்டிய (தனியார்) கம்பனியிடமிருந்து 10 வருட காலப்பகுதிக்காக மின்சாரத்தினை கொள்வனவு செய்வதற்காக அந்த கம்பனியுடன் மின்சார சபை 2003 மே 09 ஆந் திகதி உடன்படிக்கையொன்றை கைச்சாத்திட்டிருந்தது. அதன் பிரகாரம் உடன்படிக்கையின் செல்லுபடியான காலம் 2005 ஏப்ரல் 06 ஆந் திகதி முதல் 2015 ஏப்ரல் 06 ஆந் திகதிக்கு இடைப்பட்டதாக காணப்பட்டதுடன், அத்திகதியில் உடன்படிக்கை நிறைவடைந்ததும், அப்போது காணப்பட்ட அவசர மின்சாரத் தேவைப்பாட்டினை கருத்திற்கொண்டு இந்த மின் உற்பத்திக்கூடத்தினை இலங்கை மின்சார சபையினால் கொள்வனவு செய்தல் தொடர்பில் கருத்திற்கொள்ள 2016 மார்ச் 23 ஆந் திகதி கூடிய அமைச்சரவையில் தீர்மானிக்கப்பட்டிருந்தது. எவ்வாறான போதிலும், அந்த தீர்மானத்தை நடைமுறைப்படுத்தாது மற்றும் மின்சார சபை அதிகாரசட்டத்தின் பிரகாரம் பின்பற்றப்பட வேண்டிய நடைமுறைகளுக்கு முரணாக செயற்படுத்தப்பட்டு தொடர்ந்தும் மின்சாரம் கொள்வனவு செய்வதற்கான ஆரம்ப உடன்படிக்கையின் காலம் நிறைவடைந்து ஒரு வருடத்தின் பின்னர் (அந்த காலப்பகுதியை விடுத்து) மின்சாரத்தினை பெற்றுக்கொள்ளும் உடன்படிக்கையை நீடிப்பு செய்ய மின்சார சபை நடவடிக்கை எடுத்திருந்தது.

இந்த மின்வலு நிலையத்தினை நிர்மாணிப்பதற்காக ஐ.அ.டொலர் 61 மில்லியன் முதலீடு செய்வதற்கு திட்டங்கள் தயாரிக்கப்பட்டிருந்ததுடன், அந்த முதலீட்டின் 70 சதவீதம் அல்லது ஐ.அ.டொலர் 43 மில்லியனான கடன் மூலதனத்தின் ஊடாகவும் எஞ்சிய ஐ.அ.டொலர் 18 மில்லியன் உரிமை மூலதனம் மூலமும் தனியார் கம்பனியினால் அந்த மின்வலு நிலையத்திற்கு மூலதனம் பெற்றுக்கொள்ளப்பட்டிருந்தது. இதற்காக அரசாங்கம் நேரடியாக நிதிப் பங்களிப்பு வழங்கப்பட்டிராததுடன், மொத்த செயற்திட்ட கிரயத்தின் 58.61 சதவீதம் அல்லது ஐ.அ.டொலர் 36 மில்லியன் பொறிகள் மற்றும் இயந்திர உபகரணங்களுக்காக செலவிடப்பட்டிருந்தது. ஏஸ் பவர் எம்பிலிபிட்டிய தனியார் கம்பனி ஆரம்ப உடன்படிக்கை காலத்தினுள் (2005-2015) ரூபா 8,571,518,589 ஆன தேறிய இலாபமொன்று பெற்றுக்கொள்ளப்பட்டிருந்ததுடன், அது 2003 ஆம் ஆண்டின் போது கம்பனியால் மேற்கொள்ளப்பட்டிருந்த ஆரம்ப மூலதனமான ரூபா 1,676,127,200 இற்கு ஒப்பாக 511 சதவீதம் ஆகும்.

இந்த மின்வலு நிலையத்தின் நிறுவப்பட்ட மின்வலு இயலளவு 103 மெகா வொட்கள் ஆக காணப்படுவதுடன், அதன் மூலம் வருடாந்தம் 902,280,000 கிலோ வொட் மணித்தியால

மின்சார அலகுகளை உற்பத்தி செய்யும் இயலுமை காணப்பட்டது. மின்வலு நிலையத்தின் சான்றுபடுத்தப்பட்ட இயலளவான 99.554 மெகா வோட்களின் பிரகாரம் 872,093,040 கிலோ வொட் மணித்தியாலங்கள் கொண்ட மின்சார அலகுகளை உற்பத்தி செய்யும் இயலுமை காணப்படுகின்றது. எவ்வாறான போதிலும் உடன்படிக்கையின் பிரகாரம், மின்வலு நிலையத்தின் காரணியான 80 சதவீதத்தினை கருத்திற்கொள்ளும் போது, வருடாந்தம் உற்பத்தி செய்யக்கூடிய கிலோ வொட் மணித்தியாலங்களின் அளவானது 697,674,432 கிலோ வொட் மணித்தியால மின்சார அலகுகளின் அளவானது, உடன்படிக்கையில் ஆகக் குறைந்த வலுச்சத்தியின் அளவாக (MGEA) குறிப்பிடப்பட்டிருந்தது.

இலங்கை மின்சார சபையின் கோரிக்கையின் அடிப்படையில் அரசு மதிப்பீட்டாளரினால் இந்த மின்வலு நிலையத்தினை கொள்வனவு செய்வதற்கான மின்வலு நிலையத்தின் மதிப்பீட்டு பெறுமதி ரூபா 2,370 மில்லியனாக கணிப்பிடப்பட்டிருந்த போதிலும், 66.9 சதவீதமான கம்பனியின் இயலளவு பெறுமதி மற்றும் 55 சதவீதமான மொத்த இலாபத்தில் ஏனைய செயற்பாட்டு செலவினத்தை பதிலீடு செய்தல் சரியாக இடம்பெற்றால் மின்வலு நிலையத்தின் பெறுமதி ரூபா 4,176 மில்லியனுக்கு அண்மிய பெறுமதியாவதுடன், ரூபா 2,370 மில்லியனுடன் ஒப்பிடும் போது மின்வலு நிலையத்தின் பெறுமதி ரூபா 1,806 மில்லியனால் குறைவடைந்திருந்தமை கணக்காய்வுக்கு அவதானிக்கப்பட்டது. மேலும், அந்த மதிப்பீட்டு பெறுமதி மின்வலு நிலையத்தின் உரிமையாளர்களினால் மின்வலு நிலையத்தினை இலங்கை மின்சார சபைக்கு விற்பனை செய்வதற்காக முன்வைக்கப்பட்ட விலைக்கேள்வியான ரூபா 2,446 மில்லியனையும் விட குறைவானதாக காணப்பட்டமையால், அந்த மின்வலு நிலையத்தில் கொள்வனவு செய்யாது 4 சந்தர்ப்பங்களில் 5 வருடங்களும் 6 மாதங்களுமான காலத்திற்காக ஆரம்ப உடன்படிக்கையை நீடிப்பு செய்ய தீர்மானிக்கப்பட்டிருந்தது. அதன் பிரகாரம், மின்வலு நிலையத்தினை இலங்கை மின்சார சபைக்கு சவீகரித்து அரசாங்கத்தினால் மிகவும் இலாபகரமானதாக நடாத்திச் செல்வதற்கு காணப்பட்ட சந்தர்ப்பம் இழக்கப்பட்டிருந்ததுடன், அரசு மதிப்பீட்டாளரின் மதிப்பீட்டு பெறுமதி கம்பனியின் உரியமையாளரினால் கம்பனியை விற்பனை செய்வதற்கு விருப்பினை தெரிவித்த விலையினை விட குறைவாக காணப்பட்டமை அதற்கு காரணமாக அமைந்திருந்தது.

மேலும், 2003 ஆம் ஆண்டின் போது ஏற்படுத்திக்கொள்ளப்பட்ட ஆரம்ப உடன்படிக்கை 10 வருடங்களில் நிறைவடைந்த போதிலும், உடன்படிக்கை காலம் நிறைவடைதல் ஆரம்ப உடன்படிக்கையின் 11 ஆம் உறுப்புரையின் பிரகாரம், Buy out Event தொடர்பில் உடன்படிக்கையில் உள்ளடக்கப்பட்டிருக்கவில்லை. அதற்கமைய அந்த உடன்படிக்கையின் காலம் நிறைவடைந்தமையின் அடிப்படையில் Buy out Events சந்தர்ப்பமொன்றாக இந்த மின்வலு நிலையத்தினை கொள்வனவு செய்யும் உரித்து (கம்பனியால் மின்வலு நிலையத்தினை சபைக்கு விற்பனை செய்ய முன்மொழியாத போதிலும்) பெற்றுக்கொள்ள முடியாதிருந்தது. அவ்வாறே, தென் பகுதியில் நிலவும் மின்சார நெருக்கடியை தீர்ப்பதற்கு முன்மொழியப்பட்டிருந்த 02 மாற்று சந்தர்ப்பங்களுக்காக செலவிட நேரும் என

எதிர்பார்த்திருந்த நிலைமாற்றல் கிரயத்தினை போன்றே முறையே 13 மடங்களினால் மற்றும் 11 மடங்கு இயலளவுக் கட்டணமாக உடன்படிக்கை நீடிப்பு செய்யப்பட்ட 5 வருடங்களுக்காக ஏஸ் பவர் எம்பிலிபிட்டிய கம்பனிக்கு செலுத்துவதற்கு மின்சார சபைக்கு நேர்ந்திருந்தது.

திட்டங்களை உரிய முறையில் நடைமுறைப்படுத்தாமை மற்றும் நிலைமாற்றல் கட்டமைப்பில் நிலவும் குறைபாடுகள் காரணமாக இலங்கை மின்சார சபைக்கு ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்திலிருந்து மின்சாரத்தினை பெற்றுக்கொள்ளும் தேவைப்பாடு ஏற்பட்டமை இனங்காணப்பட்டதுடன், அந்த தேவைக்கு சமனான கேள்வியை பூர்த்தி செய்ய போதுமான மின்சார விநியோகமொன்று காணப்படாமை மற்றும் அவசர தேவைப்பாடு ஏற்பட்ட காரணத்தால் உருவானதன்று என்பது கணக்காய்வில் அவதானிக்கப்பட்டது.

மின்வலு நிலையத்தை கொள்வனவு செய்வதில் உள்ள பொருளாதார நலன் தொடர்பில் மீளாய்வு செய்து, சாதகமான நிலையொன்று உறுதிப்படுத்தப்பட்டால் தாமதமின்றி அல்லது நிலவும் உடன்படிக்கை நிறைவடைந்தவுடன், மின்வலு நிலையத்தை கொள்வனவு செய்தல் தொடர்பில் கவனம் செலுத்தலும், அரசு மதிப்பீட்டாளரினால் இந்த மின்வலு நிலையத்தை மதிப்பீடு செய்யும் போது கவனம் செலுத்தப்பட வேண்டிய விடயங்களுக்காக போதிய கவனம் செலுத்தப்படாத காரணத்தால் அல்லது / மற்றும் கவனயீனம் காரணமாக சரியான மதிப்பீட்டு பெறுமதியை விட குறைவான பெறுமதியொன்று கிடைத்திருந்தால் அதற்காக பொறுப்புக்கூற வேண்டிய தரப்பினரை இனங்கண்டு பொருத்தமான நடவடிக்கை எடுப்பதற்கும், ஏதேனும் காரணத்தால் மின்வலு நிலையத்தினை கொள்வனவு செய்யாதுவிடின் மற்றும் தொடர்ந்தும் இந்த மின்வலு நிலையத்திலிருந்து மின்சாரத்தினை கொள்வனவு செய்ய உடன்படிக்கை கைச்சாத்திடப்பட்டால், அரசாங்கத்திற்கு உச்ச பொருளாதார நலன் கிடைக்கும் வகையில் உடன்படிக்கை கைச்சாத்திடல் போன்ற விடயங்கள் தொடர்பில் உரிய உத்தியோகத்தர்களின் கவனத்தை ஈர்த்தல் அந்த விசேட அறிக்கையின் மூலம் எதிர்பார்க்கப்படுகின்றது.

## 1. அறிக்கையின் பின்னணி மற்றும் தன்மை

இலங்கை மின்சார சபைக்கு நீண்ட கால உற்பத்தி திட்டங்களை அடைந்துகொள்ள முடியாதிருந்த காரணத்தால் உற்பத்தி செய்யப்படுகின்ற மின் அலகுகளின் எண்ணிக்கை உள்நாட்டுக் கேள்விக்கு போதியளவாக காணப்படாமையால் அந்த மிகை கேள்வியை பூர்த்தி செய்வதற்காக தனியார் துறையில் இருந்து மின்சாரம் கொள்வனவு செய்வதற்காக நேரிட்டிருந்தது. அதன்படி, ஒரு மாற்றுச் சந்தர்ப்பம் என ஏஸ் பவர் எம்பிலிப்பிட்டிய (தனியார்) கம்பனியில் இருந்து 10 வருட காலத்திற்காக மின்சாரம் கொள்வனவு செய்வதற்காக அந்த கம்பனியுடன் மின்சார சபை 2003 மே 09 திகதி உடன்படிக்கை ஒன்று மேற்கொண்டிருந்தது. மேலும், அத் தினத்திலேயே அக் கம்பனி மற்றும் இலங்கை அரசுக்கு இடையே கையொப்பமிடப்பட்டிருந்த செயற்படு உடன்படிக்கை ஒன்றின் படி இலங்கை முதலீட்டுச் சபை (BOI) யின் செயற்திட்டமொன்றை மேற்கூறிப்பட்ட மின்சார உற்பத்திக்காக ஏஸ் பவர் எம்பிலிப்பிட்டிய அணல் மின்வலு நிலையத்தினை நிர்மாணித்தல் ஆரம்பிக்கப்பட்டிருந்தது. எவ்வாறாயினும், ஆரம்ப உடனடிக்கை காலம் நிறைவடைந்த பின்னர் அமைச்சரவையினால் மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக நடவடிக்கை எடுக்கும் படி அறிவிக்கப்பட்டிருந்த போதிலும், அதனை செயற்படுத்தாமல் மின்வலு சட்டத்தின் படி கடைபிடிக்க வேண்டிய செயல்முறைகளுக்கு முரணாக செயற்பட்டமையால் மின்சக்தி கொள்வனவு செய்வதற்காக ஆரம்ப உடன்படிக்கைக் காலம் முடிவடைந்து ஒரு வருடத்திற்கு பின்னர் உடன்படிக்கையை நீடிப்பதற்காக நடவடிக்கை எடுக்கப்பட்டிருந்தது. இதன் காரணமாக இலங்கை மின்சார சபையின் நிதி நிலைமைக்கு மற்றும் இலாபகரத் தன்மைக்கு ஏற்பட்டிருந்த சீரற்ற விளைவுகளை இனங்காணல், அந்த சீரற்ற விளைவுகள் மற்றும் எதிர் காலத்தில் செயற்படுத்தப்படும் இவ்வாறான செயற்திட்டங்களின் மூலம் எதிர்பார்க்கும் விளைவுகளை உகந்த முறையில் பெற்றுக்கொள்வதற்காக கவனம் செலுத்துவதையும் குறிக்கோளாகக் கொண்டு 2018 இன் 19 இலக்க கணக்காய்வு அதிகாரச் சட்டத்தினால் எனக்கு கிடைத்துள்ள அதிகாரங்கள் மீது இந்த விஷேட கணக்காய்வு அறிக்கை வெளியிடுவதற்கு நடவடிக்கை எடுக்கப்பட்டது.

## 2. அறிக்கை தயாரிக்கும் செய்முறை

இந்த அறிக்கையை தயாரிக்கும் போது பின்வரும் செய்முறைகள் கடைபிடிக்கப்பட்டன.

### 2.1 பதிவேடுகள் பரிசோதனை

- i. 2009 இன் 20 இலக்க மின்வலுச் சட்டம்
- ii. 2013 இன் 31 இலக்க மின்வலுச் (திருத்த) சட்டம்
- iii. ஏஸ் பவர் எம்பிலிப்பிட்டிய தனியார் கம்பனி மற்றும் இலங்கை அரசுக்கு இடையே கையொப்பமிடப்பட்டிருந்த செயற்படுத்தும் உடன்படிக்கை



- iv. ஏஸ் பவர் எம்பிலிப்பிட்டிய தனியார் கம்பனி மற்றும் இ.மி.ச. இடையே கையொப்பமிடப்பட்ட மின்வலு கொள்வனவு உடன்படிக்கை
- v. ஏஸ் பவர் எம்பிலிப்பிட்டிய தனியார் கம்பனி மற்றும் இலங்கை பெற்றோலியக் கூட்டுத்தாபனம் இடையே கையொப்பமிடப்பட்டிருந்த எரிபொருள் வழங்கல் உடன்படிக்கை
- vi. தனியார் துறையில் இருந்து மின்சார கொள்வனவு உடன்படிக்கை
- vii. இலங்கை மின்சார சபையின் மாதாந்த செலுத்துகை முறைமை கட்டுப்பாடு மற்றும் செயற்பாட்டு அறிக்கை
- viii. இலங்கை மின்சார சபையின் வரலாற்றுத் தரவுப் புத்தகம் 1969 முதல் 2016 வரை இலங்கை மின்சார சபையின் புள்ளி விபர தரவுச் சஞ்சிகை
- ix. இலங்கை மின்சார சபையின் நீண்ட கால உற்பத்தி விரிவாக்கல் திட்டம்.
- x. இலங்கை பொதுப் பயன்பாட்டு ஆணைக்குழுவின் குறைந்த கிரய நீண்ட கால உற்பத்தி விரிவாக்கல் திட்டங்கள் தொடர்பான தீர்மானங்கள்
- xi. ஏஸ் பவர் தனியார் கம்பனியின் மாதாந்த இன்வொயிஸ்
- xii. ஆசிய அபிவிருத்தி வங்கி (ADB) இனால் தயாரிக்கப்பட்ட நிலைபேறான மின்சார துறைசார் உதவி II செயற்திட்ட அறிக்கை
- xiii. தனியார் மின்சாரம் கொள்வனவு செய்தல் தொடர்பாக வெளியிடப்பட்ட பத்திரிகை அறிவித்தல்கள்
- xiv. இ.மி.ச., மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சு (MOP&RE) மற்றும் இலங்கை பொதுப் பயன்பாடுகள் ஆணைக்குழு (PUCSL) இடையே பரிமாறப்பட்ட ஆவணங்கள்
- xv. இலங்கை மின்சார சபையின் நீண்ட கால செலுத்துகை திட்டம் (2018-2027)
- xvi. தென்கிழக்கு உலக வலயம் சார் ஆரம்ப செயற்திட்ட அபிவிருத்தி முன்மொழிவுகள்
- xvii. ஏனைய சட்ட தேவைப்பாடுகளுக்காக அரசு நிறுவனங்களுக்கு முன்வைக்கப்பட்டுள்ள ஏஸ் பவர் எம்பிலிப்பிட்டிய (தனியார்) கம்பனியின் வருடாந்த நிதிக் கூற்று

## 2.2 ஏனைய பரிசோதனைகள்

- i. இலங்கை பொதுப் பயன்பாட்டு ஆணைக்குழுவின் உத்தியோகத்தர்களுடன் கலந்துரையாடல்
- ii. இ.மி.ச. செலுத்துகை மற்றும் உற்பத்திப் பிரிவின் உத்தியோகத்தர்களுடன் கலந்துரையாடல்
- iii. இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்திலிருந்து பெற்றிருந்த எரிபொருள் கொள்வனவு தகவல்களை பரிசோதனை செய்தல்
- iv. பகுப்பாய்வு ரீதியான மீளாய்வு

### 3. விடயப் பரப்பு மட்டுப்படுத்தப்படல்

ஏஸ் பவர் எம்பிலிபிட்டிய (தனியார்) கம்பனியின் வருடாந்த நிதிக்கூற்றுக்களை நேரடியாக பரிசோதிப்பதற்கு கணக்காய்வாளர் தலைமை அதிபதிக்கு ஏற்பாடு இல்லாதிருந்ததுடன், ஏனைய சட்டத் தேவைப்பாடுகளுக்காக அரசு நிறுவனங்களுக்கு சமர்ப்பிக்கப்பட்டுள்ள கம்பனி வருடாந்த நிதிக்கூற்றுக்களைய கணக்காய்வுக்கு உட்படுத்தல்.

### 4. விடயப் பரப்பு

இ.மி.ச மற்றும் ஏஸ் பவர் எம்பிலிபிட்டிய மின் உற்பத்தி நிலையத்துடன் மேற்கொள்ளப்பட்டிருந்த ஆரம்ப ஒப்பந்தத்தின் படி 2005 ஏப்ரல் 06 திகதி முதல் 2015 ஏப்ரல் 06 திகதி வரையான 10 வருட காலப்பகுதியில் மின்சக்தி கொள்வனவு, அந்த உடன்படிக்கைக் காலம் முடிவடைந்து ஒரு வருடத்திற்கு பின்னர் மீண்டும் உடன்படிக்கையை நீடிப்பதற்காக கடைபிடிக்கப்பட்ட செய்முறை மற்றும் நான்கு சந்தர்ப்பங்களில் உடன்படிக்கையை நீடிப்பு செய்வதன் மூலம் மேற்கொள்ளப்பட்ட மின்சாரக் கொள்வனவு தொடர்பாக இங்கு பரிசோதனை செய்யப்பட்டிருந்தது.

### 5. செய்முறை

#### 5.1 தற்போது இலங்கையின் மின்வலு கேள்வி மற்றும் மின்வலு உற்பத்தி

##### 5.1.1 இலங்கை மின்வலு கேள்வி

2002 ஆண்டு முதல் 2021 ஆண்டு வரையான கடந்த 20 வருடங்களில் மின் கேள்வியை (விற்பனை) கவனத்தில் எடுக்கும் போது இலங்கையில் சராசரி வருடாந்த கேள்வியின் அதிகரிப்பு 5.54 சதவீதம் என அவதானிக்கப்பட்டது. மேலும், கடந்த நெருங்கிய 06 வருடங்களில் வருடாந்த மின்சார கேள்வி பின்வரும் அட்டவணையில் குறிப்பிடப்பட்டுள்ளவாறு ஆகும்.

#### அட்டவணை இலக்கம் 01 - இலங்கையின் வருடாந்த மின்சார கேள்வி

ஆண்டு	வருடாந்த மின்சார கேள்வி	தனியார் மின் வலு நிலையங்களில் இருந்து கொள்வனவு செய்தல்	சதவீதம் %
	கி.வோ.ம	கி.வோ.ம	
2016	12,785	3322	25.98
2017	13,431	3978	29.61
2018	14,091	3570	25.34
2019	14,611	4636	31.72

2020	14,286	4575	32.02
2021	15,214	4004	26.32

மூலவளம் - (Historical Data Book, 1969 – 2020 and Statistical Digest – 2021 - CEB)

மேலும், 2022 – 2046 ஆண்டு வரையான எதிர் வரக்கூடிய 25 வருட காலப் பகுதியில் 05 சதவீத வருடாந்த சராசரி முன்னேற்றம் ஒன்று ஏற்படும் என Long Term Generation Expansion plan 2022-2041 இன் படி இனங்காணப்பட்டிருந்தது (பின்னிணைப்பு 01).

### 5.1.2 இலங்கையின் தற்போதைய மின்வலு உற்பத்தி மூலவளங்கள்

2021 வருட இறுதியளவில் இலங்கையின் மொத்த மின் உற்பத்தி கொள்திறன் 4,186 மெகா வொட் தொகை (தனியார் மின்வலு நிலையம் உட்பட) காணப்பட்டதுடன், அந்த ஆண்டின் மின் உற்பத்தி 16,716 தொகை கிகா வொட் மணித்தியாலங்கள் (மெகா வொட் மணித்தியாலங்கள் 16,716,000) ஆக காணப்பட்டவுடன் மின் நுகர்வு கிகா வொட் மணித்தியாலங்கள் 15,214 தொகையாகும்.

அட்டவணை இலக்கம் - 02 மின்வலு நிலையங்களின் நிலைமைகள் – 2021

மின்வலு நிலையங்களின் வகை	நிறுவப்பட்ட கொள்திறன்		
	எண்ணிக்கை	மெகா வொட்	உரிமை
அனல்மின் உற்பத்தி நிலையம் (Thermal) – எண்ணெய்	10	654	இ.மி.ச.
அனல்மின் உற்பத்தி நிலையம் (Thermal) – நிலக்கரி	1	900	இ.மி.ச.
நீர்மின் உற்பத்தி நிலையங்கள் (Hydro power)	17	1383	இ.மி.ச.
காற்றாலை	1	104	இ.மி.ச.
அனல்மின் உற்பத்தி நிலையம் (Thermal) – எண்ணெய்	2	433	தனியார்
மீள்உற்பத்தி செய்யக்கூடிய ஊடகம்	299	712	தனியார்
மொத்தம்	330	4,186	

மூலம் - (Statistical Digest – 2021 - CEB)

### 5.2 இலங்கையின் தென் பகுதிக்குத் தேவையான மின் உற்பத்தி மூலவளங்கள் மற்றும் செலுத்துகைகள்

### 5.2.1 மின் உற்பத்தி மூலவளங்கள்

நாட்டின் தென்பகுதியில் காணப்படும் மின்சார தேவையினை வழங்குவதற்காக 289 மெ.வொ. கொள்திறனை உடைய மின்வலு நிலையங்களை பயன்படுத்தியிருந்ததுடன், அவற்றிலிருந்து 166 மெ.வொ. எனப்படும் 57.43 சதவீதம் தனியார் துறைக்கு உரித்தானவையாக காணப்பட்டதுடன், 123 மெ.வொ. எனப்படும் 42.56 சதவீதம் இ.மி.ச. இற்கு சொந்தமானவையாக இருந்தது. அதன்படி, தென் பகுதியில் ஏற்படும் மின்சார கேள்வியை முகாமைத்துவப்படுத்துவதற்காக தனியார் துறையின் பங்களிப்பு கட்டாயமான காரணி ஒன்றாக இருந்தது என்பதற்கான விடயங்களை இனங்காண முடியுமானதாக இருந்தது.

### அட்டவணை - 03 தென் பகுதியை அண்டிய மின்வலு உற்பத்தி மூலவள நிலைமைகள் 2017

மின்வலு நிலையத்தின் பெயர்	நிறுவப்பட்ட கொள்திறன் (மெ.வொ)	உரிமை
ஏஸ் பவர் எம்பிலிப்பிட்டிய மின்வலு உற்பத்தி நிலையம்	100	தனியார்
சமனல வெவ	120	இ.மி.ச.
ஏஸ் பவர் ஜெனரேஷன் மாத்தறை மின் உற்பத்தி நிலையம்	20	தனியார்
காற்றாலை மின் நிலையம்	03	இ.மி.ச.
மீள்உற்பத்தி செய்யக்கூடிய ஊடகம்	46	தனியார்
<b>மொத்தம்</b>	<b>289</b>	

### 5.2.2 தென் பகுதியில் மின் செலுத்துகை பாதை

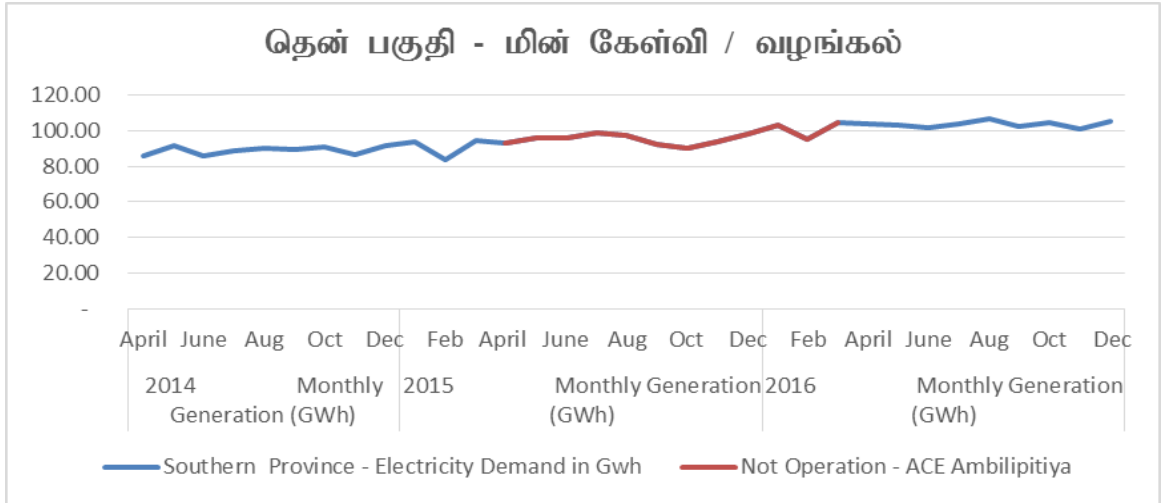
தென் பகுதியில் காணப்படும் மின்சார கேள்வியை வழங்குவதற்காக 132kv வீதமான பாதை கொள்திறனுடனான 2 செலுத்துகை பாதைகள் மற்றும் 8 உபநிலையங்கள் பயன்படுத்தப்பட்டிருந்தன. அதன்படி, அந்த பிரதேசத்தில் ஏற்படுகின்ற மின்சார கேள்வியினை முகாமைத்துவம் செய்வதற்காக இந்த செலுத்துகை பாதைகளின் இடையறாத பங்களிப்பு போலவே செலுத்துகை பாதைகளுடன் தொடர்புடைய மின் உற்பத்தி மூலவளங்களின் மின்சார உற்பத்தியும் முடிவு செய்யும் காரணியொன்றாக உள்ளது.

அட்டவணை இலக்கம் -	04 தென் பகுதிக்காக மின்சாரம் வழங்கும் மின் செலுத்துகை பாதைகள்
செலுத்துகை பாதை	உற்பத்தி மூலவளம் பாதையின் கொள்திறன் (மெ.வொ.)

புதிய லக்ஷ்பான – பலங்கொடை	லக்ஷ்பான தொகுதி – சமனல வெவ	132kV	120
அம்பலாங்கொடை புதிய காலி	குகுலே கங்க மின்வலு நிலையம்	132kV	75

5.2.2.2 2014 ஏப்ரல் மாதம் முதல் 2016 திசெம்பர் மாதம் வரையான காலப் பகுதியில் தென் பகுதியில் காணப்படும் மின்சார கேள்வி / வழங்கல் பின்வரும் வரைபடத்தில் சித்தரித்துக் காட்டப்பட்டுள்ளது. வரைபடத்தின் படி குறிப்பிட்ட காலப் பகுதியில் அந்த பிரதேசத்திற்கான மின்சார கேள்வி / வழங்கல் மிகவும் குறைந்த எண்ணிக்கையால் மாத்திரம் அதிகரித்து இருந்ததென அவதானிக்கப்பட்டது. அதேபோல் ஏஸ் பவர் எம்பிலிப்பிட்டிய மின்வலு நிலையத்தின் செயற்பாட்டு அலுவல்கள் காணப்படாத 2015 ஏப்ரல் முதல் 2016 மார்ச் வரை காலப் பகுதியில் காணப்பட்ட நிலமையிலும் மின்சார கேள்வியினை தொடர்ச்சியாக வழங்குவதற்கு இ.மி.ச இற்கு இயலுமாக இருந்ததென குறிப்பிடப்பட்டிருந்தது.

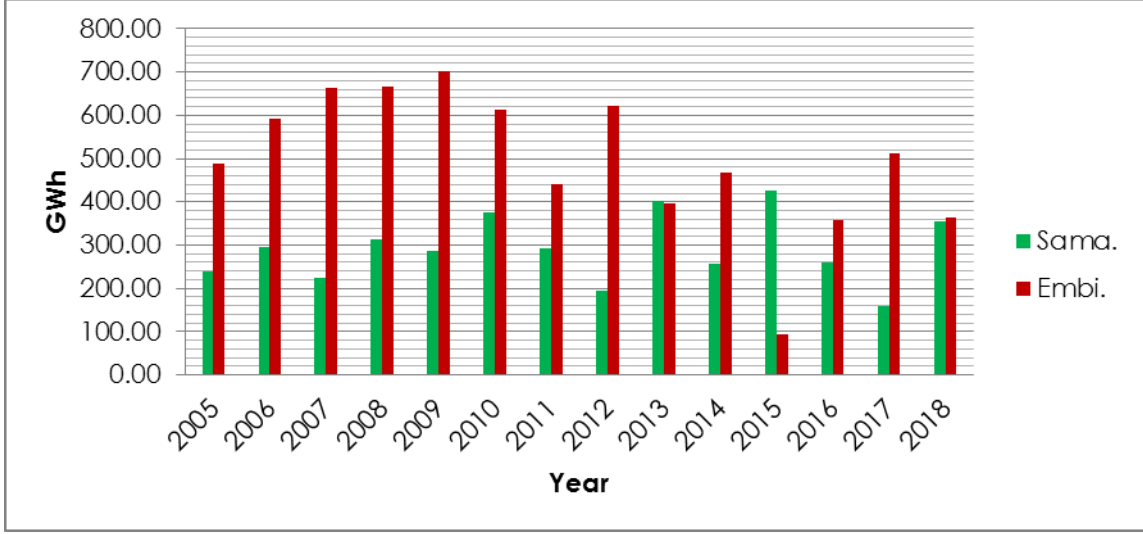
#### வரைபடம் 01 – தென் பகுதி – மின்சாரக் கேள்வி / வழங்கல்



மூலம் - 2019 ஜனவரி 18 திகதி மேலதிக பொது முகாமையாளர் (செலுத்துகை) உடன் நடைபெற்ற கலந்துரையாடலில் சமர்ப்பிக்கப்பட்ட தகவல்கள்

5.2.2.3 இ.மி.ச இனால் எம்பிலிப்பிட்டி மின்வலு நிலையம் உடனான 10 வருடங்களுக்கான உடன்படிக்கை முடிவடைந்து ஒரு வருட காலப்பகுதியில் (2015 ஆம் ஆண்டு) தென் மாகாணத்திற்கு மின்சார தடையின்றி மற்றும் குறுகிய காலத்தின் கொள்வனவு இன்றி தொடர்ச்சியாக மின்வலு வழங்கப்பட்டிருந்ததுடன், நீர் முகாமைத்துவ செயலகத்தினால் தடையின்றி சமனலவெவ நீர்த்தேக்கத்தை பயன்படுத்தி மின்வலு உற்பத்தி செய்யப்பட்டிருந்ததென கீழே காண்பிக்கப்படுகின்ற அட்டவணையின் படி தெளிவாகின்றது.

வரைபடம் 02 – சமனல வெவ நீர்த்தேக்கத்தினை பயன்படுத்தி மற்றும் ஏஸ் பவர் மின்வலு நிலையத்தின் ஊடாக மின்சாரம் உற்பத்தி செய்தல் 2005 - 2018



மூலவளம் - 2019 சனவரி 18 திகதி மேலதிக பொது முகாமையாளர் (செலுத்துகை) உடன் நடைபெற்ற கலந்துரையாலின் போது சமர்ப்பிக்கப்பட்ட தகவல்கள்

5.3 தென் பகுதியல் மின்சார கேள்விகளை நிறைவேற்றுவதற்கு ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியுடன் உடன்படிக்கை மேற்கொள்ளப்படல்

5.3.1 ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையம் நிர்மாணித்தல்

5.3.1.1 2003 மே 09 திகதி இலங்கை அரசு மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனி இடையே கையொப்பமிடப்பட்டிருந்த செயற்படு உடன்படிக்கை ஒன்றின் படி (பின்னிணைப்பு 02) இலங்கை முதலீட்டு சபை (BOI) செயற்திட்டம் ஒன்றை ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலைய நிர்மாண வேலைகள் ஆரம்பிக்கப்பட்டிருந்தது. இந்த மின்வலு நிலையம் இலங்கையின் தென்பகுதியை அண்டி நிறுவப்பட்டிருந்தது. உடன்படிக்கையின் படி இந்த மின்வலு நிலையத்தை நிர்மாணிப்பதற்காக ரூபா 61 மில்லியனான முதலீட்டொன்றை மேற்கொள்வதற்கு திட்டமிடப்பட்டிருந்தது. மேலும், அந்த முதலீட்டில் 70 சதவீதம் எனப்படும் 43 மில்லியன் அமெரிக்கா டொலர்கள் கடன் மூலதனத்தின் மூலமும் மீதியாகிய 18 மில்லியன் அமெரிக்கா டொலர்கள் உரிமை மூலதனத்தின் மூலமும் பெற்றுக்கொள்ளப்பட்டிருந்தது. இதற்காக அரசாங்கம் நேரடியாக நிதிப் பங்களிப்பு வழங்கியிருக்கவில்லை என்பதுடன், மொத்த செயற்திட்ட கிரயத்தில் 58.61 சதவீதம் அல்லது 36 மில்லியன் தொகை அமெரிக்கா டொலர்கள் பொறித்தொகுதிகள் மற்றும் உபகரணங்களுக்காக செலவிடப்பட்டிருந்தது.

**அட்டவணை இலக்கம் - 05 செயற்திட்டத்திற்காக மேற்கொள்ளப்பட்டிருந்த முதலீடு ஒவ்வொரு கிரய அடிப்படை கூறுகளின் படி**

விடயம்	முதலீடு செய்யப்பட்ட தொகை அ.டொ.	சதவீதம்
பொறித்தொகுதிகள் மற்றும் இயந்திர உபகரணங்கள்	35,840,920	58.61
சிவில் கட்டுமான வேலைகள்	8,390,000	13.72
ஆரம்ப தொழிற்படு மூலதனம்	6,409,993	10.48
நிதிக் கிரயம்	4,105,000	6.71
செயற்திட்ட அபிவிருத்திக் கிரயம்	2,178,286	3.56
நிர்மாண வேலைக் காலப்பகுதியில் கடன்பெறல் கிரயம்	1,860,611	3.04
ஏனைய மூலதனக் கிரயங்கள்	1,753,334	2.87
செலுத்துகை பாதை காணிகள்	396,000	0.65
	221,000	0.36
<b>மொத்தச் செயற்திட்ட கிரயம்</b>	<b>61,155,144</b>	<b>100</b>

5.3.1.2 மேற்கூறிய 5.3.1.1 பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு இந்தச் செயற்திட்டம் நிதி அளிப்பிற்காக ஈடுபடுத்தப்பட்டுள்ள 42,808,601 அ.டொ. கடன் தொகை (செயற்திட்டக் கிரயத்தின் 70 சதவீதம்) பிரதான மூலவளங்கள் இரண்டின் கீழ் பெற்றுக்கொள்வதற்கு கம்பனி நடவடிக்கை எடுத்திருந்தது. அது தொடர்பான விபரங்கள் கிழே காண்பிக்கப்பட்டுள்ளது.

**அட்டவணை இலக்கம் 06 – செயற்திட்டத்திற்காக ஈடுபடுத்தப்பட்ட கடன் மூலதன தொடர்பான விபரங்கள்**

விபரம்	கடன் மூலவளம் 01	கடன் மூலவளம் 02
கடன் தொகை அ.டொ.	15,288,786	27,519,815
கடன் திருப்பிச் செலுத்தும் காலம் வருடங்கள்	07	07
வட்டி சதவீதம்	8.45%	5.725%
கடன் சலுகைக் காலம் வருடங்கள்	01	-

5.3.1.3 இந்த செயற்திட்டத்திற்காக தயாரிக்கப்பட்டிருந்த கடன் திருப்பிச் செலுத்தல் தொடர்பான விபரங்களின் படி பெற்றுக்கொள்ளப்பட்ட கடன் திருப்பிச் செல்லுதல் பின்வரும் அட்டவணையில் காண்பிக்கப்பட்டுள்ளது.

**அட்டவணை இலக்கம் 07 - கடன் தவணைகள் திருப்பிச் செலுத்துவது தொடர்பான விபரங்கள்**

ஆண்டு	ஆரம்ப மீதி (அ.டொ.)	கடன் தவணை திருப்பிச் செலுத்துதல் (அ.டொ.)	இறுதி மீதி (அ.டொ.)	கடன் பெறல் கிரயம் (அ.டொ.)
1	42,808,602	3,931,402	38,877,199	2,754,875
2	38,877,199	6,479,533	32,397,666	2,422,144
3	32,397,666	6,479,533	25,918,132	1,981,754
4	25,918,132	6,479,533	19,438,599	1,541,364
5	19,438,599	6,479,533	12,959,066	1,100,975
6	12,959,066	6,479,533	6,479,533	660,585
7	6,479,533	6,479,533	-	220,195
<b>மொத்தம்</b>		<b>42,808,601</b>		<b>10,681,892</b>

அதன் படி ஓர் ஆண்டு சலுகை காலத்தின் பின்னர் 07 வருட காலத்துக்குள் கடன் தொகையை முழுமையாக செலுத்தி முடிப்பதற்கு திட்டமிடப்பட்டிருந்தது என தெளிவாகின்றது.

5.3.1.4 உடன்படிக்கையின் படி உரிமை மூலதனம் மொத்த செயற்திட்ட கிரயத்தின் 30 சதவீதம் எனப்படும் 18,346,543 அமெரிக்க டொலர்களை கொண்டிருந்தது. மேலும், உடன்படிக்கையின் படி அதற்காக வருடாந்தம் 17 சதவீதம் முதல் 28 சதவீதம் வரை மூலதனத்திற்கான நலன்கள் (Return on Equity) உரித்தாகுகின்றன என குறிப்பிடப்பட்டிருந்தது.



**அட்டவணை இலக்கம் 08 - மூலதனத்திற்கான நலன்கள்**

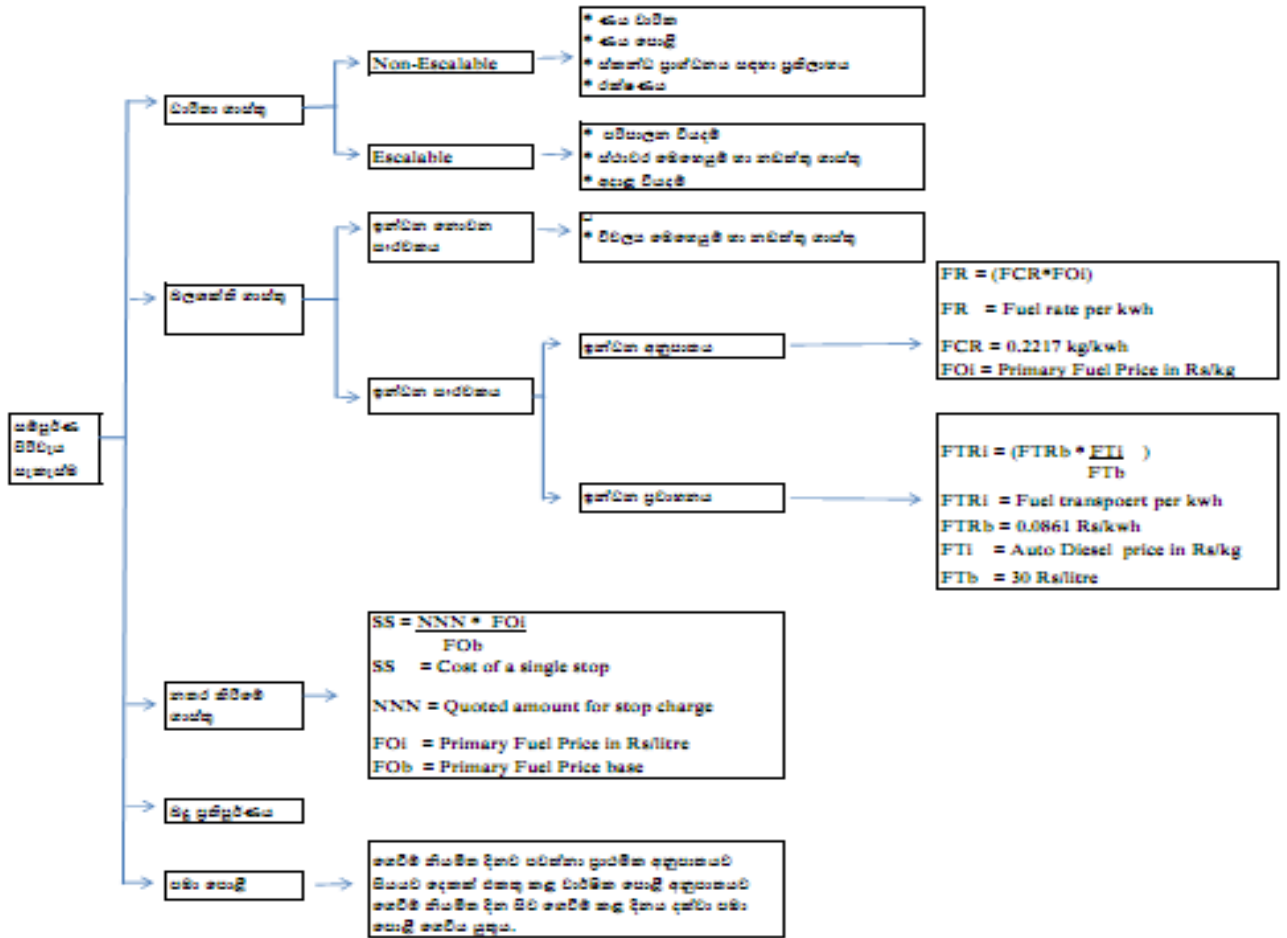
ஆண்டு	உரிமை மூலதனம்  (அ.டொ.)	நலன்கள்  (அ.டொ.)	நலன்கள் சதவீதத்தில்
1	18,346,543	3,577,575	19
2	18,346,543	3,210,645	17
3	18,346,543	3,210,645	17
4	18,346,543	3,210,644	17
5	18,346,543	3,118,912	17
6	18,346,543	3,302,378	18
7	18,346,543	3,302,378	18
8	18,346,543	4,586,636	25
9	18,346,543	5,137,032	28
10	18,346,543	4,586,643	25
<b>மொத்தம்</b>	<b>18,346,543</b>	<b>37,243,483</b>	<b>203</b>

அட்டவணை இலக்கம் 07 இல் அடங்கியுள்ள தகவல்களின் படி 7 வது ஆண்டு இறுதியில் கடன் பெறல் கிரயம் 10,681,892 அ.டொ. செலுத்தி முடிந்ததினால் அதன் பின்னைய ஆண்டுகளின் போது மூலதனத்திற்கான நலன்கள் கூடிய விகிதாசாரம் ஒன்றினை பெற்றிருந்தது.

5.3.1.5 இந்த மின்வலு நிலையத்தில் நிறுவப்பட்டுள்ள மின்வலு நிலைய கொள்திறன் 103 மெகா வொட் ஆக காணப்பட்டதுடன், அதன்மூலம் வருடாந்தம் கிலோ வொட் மணித்தியாலங்கள் 902,280,000 இற்கான மின்சார அலகு எண்ணிக்கையினை உற்பத்தி செய்வதற்கு இயலுமை காணப்பட்டது. அது சான்றுபடுத்தப்பட்ட மின்வலு உற்பத்தி கொள்திறன் ஆகிய மெகா வொட் 99.554 இன் படி கிலோ வொட் மணித்தியாலங்கள் 872,093,040 இற்கான மின் அலகு எண்ணிக்கையாகும். எவ்வாறாயினும், உடன்படிக்கையின் படி மின்வலு நிலையத்தின் காரணியாகிய 80 சதவீதத்தை கவனத்திற்கு எடுத்த போது வருடாந்தம் உற்பத்தி செய்யக்கூடியால் உள்ள கிலோ வொட் மணித்தியால எண்ணிக்கை மின் அலகு கிலோ வொட் மணித்தியாலங்கள் 697,674,432 ஆகும். அவை குறைந்த சான்றுபடுத்தப்பட்ட வலுச்சக்தி எண்ணிக்கை (MGEA) என உடன்படிக்கையில் காட்டப்பட்டிருந்தது.

5.3.1.6 ஏஸ் பவர் எம்பிலிபிட்டி மின்வலு நிலையத்தின் மின் அலகு ஒன்றின் முழுமையான கிரய அமைப்பு மற்றும் கிரய ஆக்கக்கூறு ஏஸ் பவர் எம்பிலிபிட்டி மின்வலு நிலையத்தில் இருந்து கொள்வனவு செய்யும் மின்சார அலகு ஒன்றின் மொத்தக் கிரயத்தின் அமைப்பு கீழே காட்டப்பட்டுள்ள வரைபின் படி ஒவ்வொரு கிரய ஆக்கக்கூறு கொண்டிருந்தது.

வரைபடம் 03 – ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்திலிருந்து கொள்வனவு செய்யப்பட்ட மொத்த கிரய திட்டம்



5.3.1.7 இங்கு குறிப்பிட்டுள்ள கொள்திறன் கட்டணம் Non Escalable Component of the Capacity மற்றும் Escalable Component of the Capacity என பிரதான இரண்டு பகுதிகளின் கீழ் கொடுப்பனவு செய்ய வேண்டியிருந்தது. ஒரு ஆண்டிற்கான கொள்திறன் கட்டணம் வருடாந்த குறைந்த சான்றுபடுத்தப்பட்ட வலுச்சக்தி எண்ணிக்கை (MGEA) ஆகிய கிலோ வாட் மணித்தியாளங்கள் 697,674,432 என்ற அடிப்படை செலுத்த வேண்டியிருந்தது.

**அட்டவணை 09 – உடன்படிக்கையின் படி கொள்திறன் கட்டணம் மற்றும் செலுத்தியிருந்த கொள்திறன் கட்டணம்**

கிரய ஆக்கக்கூறு	கிரய ஆக்கக்கூறுகள் அடங்கும் செலவுகள்	உடன்படிக்கையின் படி செலவு அ.டொ.	செலுத்திய மொத்தத் தொகை அ.டொ.
கொள்திறன் கட்டணம் - Non Escalable	கடன் தவணை திருப்பிச் செலுத்துதல் கடன் பெறும் கிரயம் உரிமை மூலதனத்திற்கான நலன்கள் * காப்புறுதி	42,808,601  10,681,892 37,243,483  10,883,721	103,116,281  (வருடாந்த LIBOR சீராக்கல் உட்பட)
கொள்திறன் கட்டணம் - Escalable	நிருவாகச் செலவு, நிலையான செயற்பாடு மற்றும் பராமரிப்புச் செலவு மற்றும் உரிய செலவுகள்	11,860,465	14,385,686 (பண வீக்க சீராக்கல் உட்பட)
<b>மொத்தம்</b>		<b>113,478,162</b>	<b>117,501,967</b>

\* உடன்படிக்கையின் படி முதலீடுகள், உரிமை மூலதனம் 18,346,543 அ.டொ. இனால் மற்றும் கடன் மூலதனம் 42,808,601 அ.டொ. இனால் அடங்கியிருந்தது.

**i. Non Escalable Component of the Capacity**

இந்த கிரய ஆக்கக்கூற்றிற்காக கடன் தவணைகளை திருப்பிச் செலுத்துதல், கடன் பெறுகைக் கிரயம், உரிமை மூலதனத்திற்கான நலன்கள், காப்புறுதி உட்படுத்தப்பட்டிருந்தது. மேற்கூறிய 7 வது அட்டவணையில் காட்டப்பட்டுள்ளவாறு செயற்திட்டத்திற்காக பெறப்பட்ட கடன் மூலதனம் (42,808,601 அ.டொ.) தொகையொன்று மற்றும் அதற்கான கடன் பெறும் கிரயம் (10,681,892 அ.டொ.), காப்புறுதி (10,883,721 அ.டொ.) மற்றும் 8 வது அட்டவணையில் காட்டப்பட்டுள்ளவாறு உரிமை மூலதனத்திற்கான நலன்கள் (37,243,483 அ.டொ.) இ.மி.ச. இனால் கொள்வனவு செய்வதற்காக இணங்கியிருந்த வருடாந்த குறைந்த சான்றுபடுத்தப்பட்ட வலுச்சக்தி எண்ணிக்கை (MGEA) ஆகிய கிலோ வொட் மணித்தியாலங்கள் 697,674,432 அடிப்படையாகக் கொண்டு பின்வரும் அட்டவணையில் காட்டப்பட்டுள்ளவாறு மின் அலகு ஒன்றிற்கான Non Escalable கொள்திறன் கட்டணம் உள்வாங்கப்பட்டிருந்தது.

**அட்டவணை இலக்கம் - 10 மின் அலகு ஒன்றிற்கான Non Escalable Component of the Capacity இன் அமைப்பு**

ஆண்டு	கடன் திருப்பிச் செலுத்துதல்	கடன் பெறல் கிரயம்	உரிமை மூலதனத்திற்கான நலன்கள்	காப்புறுதி	N:E: கொள்திறன் கட்டணம்	வருடாந்த சீராக்கல் (LIBOR)	கொள்திறன் கட்டணத்தின் N:E: ஆக்கக்கூறு
i.	0.0056	0.0039	0.0051	0.0018	0.0164	0.0008	0.0172
ii.	0.0093	0.0035	0.0046	0.0018	0.0192	0.0005	0.0197
iii.	0.0093	0.0028	0.0046	0.0018	0.0185	0.0005	0.0190
iv.	0.0093	0.0022	0.0046	0.0018	0.0179	0.0004	0.0183
v.	0.0093	0.0016	0.0045	0.0018	0.0172	0.0002	0.0174
vi.	0.0093	0.0009	0.0047	0.0018	0.0167	(0.0001)	0.167
vii.	0.0093	0.0003	0.0047	0.0016	0.0159	-	0.0159
viii.	-	-	0.0066	0.0016	0.0082	(0.0001)	0.0081
ix.	-	-	0.0074	0.0016	0.0090	(0.0001)	0.0089
x.	-	-	0.0066	-	0.0066	-	0.0066
<b>மொத்தம்</b>	<b>0.0164</b>	<b>0.0152</b>	<b>0.0534</b>	<b>0.0156</b>	<b>0.1456</b>	<b>0.0022</b>	<b>0.1478</b>

**ii. Escalable Component of the Capacity**

இ.மி.ச மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியினால் மேற்கொண்டிருந்த உடன்படிக்கையின் பிரகாரம் உடன்பட்ட காலம் ஆகிய 10 வருட காலத்துக்குள் கம்பனி நிருவாகச் செலவு, நிரந்தர செயற்பாட்டு மற்றும் பராமரிப்புச் செலவு மற்றும் உரிய செலவுகள் என மேற்கொள்வதற்காக மதிப்பீடு செய்யப்பட்டிருந்த 11,860,465 அ.டொ. இற்கான தொகை இ.மி.ச இனால் 10 வருட காலத்துக்குள் குறைந்தளவு கொள்வனவு செய்வதற்கு இணங்கியிருந்த மின் அலகுகளின் எண்ணிக்கையான கிலோ வொட் மணித்தியாலத்திற்காக 6,976,744,320 தொகையினை அடிப்படையாகக் கொண்டு (MGEA) கிலோ வொட் மணித்தியாளம் ஒன்றிற்காக 0.0017 அ.டொ. என உடன்படிக்கையில் காட்டப்பட்டிருந்தது. அதேபோல் இதற்காக கொடுப்பனவு செய்யும் போது ஐக்கிய இராட்சியத்தின் நுகர்வு விலைச் சுட்டெண் சதவீதத்தின் படி மாதாந்த கொடுப்பனவு மேற்கொள்வதற்கு வேண்டியிருந்தது.

5.3.1.8 இங்கே குறிப்பிடப்பட்டுள்ள வலுச்சக்திக் கட்டணத்திற்கு எரிபொருள் விகிதாசாரம் மற்றும் எரிபொருள் போக்குவரத்து விகிதாசாரம் மற்றும் வலுச்சக்தி கட்டணத்தில் எரிபொருள் அல்லாத ஆக்கக்கூறுகளாக மூன்று பிரதான பகுதிகளின் கீழ் கொடுப்பனவு செய்ய தீர்மானிக்கப்பட்டிருந்தது.

**i) எரிபொருள் விகிதாசாரம்**

இ.மி.ச. மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியினால் மேற்கொண்டிருந்த உடன்படிக்கையின் படி எரிபொருள் விகிதாசாரம் பின்வருமாறு தீர்மானிக்கப்பட்டிருந்தது.

எரிபொருள் விகிதாசாரம்	=	0.2217kg	X	கொள்வனவு செய்யப்பட்ட மின் அலகுகள்	X	குறிப்பிட்ட மாதத்தின் ஆரம்ப எரிபொருள் விலை
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**ii) எரிபொருள் போக்குவரத்து விகிதாசாரம்**

இ.மி.ச. மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியினால் மேற்கொண்டிருந்த உடன்படிக்கையின் படி எரிபொருள் போக்குவரத்து விகிதாசாரம் பின்வருமாறு தீர்மானிக்கப்பட்டிருந்தது.

எரிபொருள் போக்குவரத்து விகிதாசாரம்	=	0.00861kg	X	கொள்வனவு செய்யப்பட்ட மின் அலகு	X	குறிப்பிட்ட மாதத்தின் Auto Diesel எரிபொருள் விலை ----- அடிப்படை மாதத்தின் ஆரம்ப எரிபொருள் விலை (ரூபா 30/litre)
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**iii) வலுச்சக்திக் கட்டணத்தின் எரிபொருள் அல்லாத ஆக்கக்கூறு (Non Fuel Component of the Energy Charges)**

இ.மி.ச. மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியினால் மேற்கொண்டிருந்த உடன்படிக்கையின் படி (இணைப்பு 02) உடன்படிக்கைக் காலமாகிய 10 வருட காலத்துக்குள் கம்பனியினால் மாறுபடும் செயற்பாடு மற்றும் பராமரிப்பு செலவுகள் என மேற்கொள்வதற்காக மதிப்பீடு செய்யப்பட்டிருந்த 37,729,620 அ.டொ. இற்கான தொகை இ.மி.ச. இனால் குறைந்தபட்சம் கொள்வனவு செய்வதற்கு இணங்கியிருந்த மின் அலகுகளின் எண்ணிக்கையாகிய கிலோ வொட் மணித்தியாலங்கள் 6,976,744,320 தொகையை அடிப்படையாகக் கொண்டு (MGEA) கிலோ வொட் மணித்தியாலம் ஒன்றிற்காக 0.0044 அ.டொ. முதல் 5 வருடங்களுக்காகவும், அதன் பின்னர் 5 வருடங்களுக்காக 0.0064 அ.டொ. எனவும் காட்டப்பட்டிருந்தது. அதேபோல் இதற்காக கொடுப்பனவு செய்யும் போது

ஐக்கிய இராட்சிய நுகர்வோர் விலைச் சுட்டெண் விகிதாசாரத்தின் படி மாதாந்த கொடுப்பனவு மேற்கொள்வதற்கு தீர்மானிக்கப்பட்டிருந்தது.

#### 5.3.1.9 நிறுத்தி வைத்தல் கட்டணம்

உடன்படிக்கையின் படி ஆண்டு ஒன்றில் மின்வலு நிலையத்தின் உற்பத்தி அலுவல்கள் நிறுத்தி வைத்தல் எண்ணிக்கை 200 ஐ மிகைக்கும் போது அதற்காக கட்டணம் செலுத்துவதற்கு இ.மி.ச. இணங்கியிருந்தது. அதற்காக செலுத்த வேண்டிய கட்டணம் பின்வருமாறு கணிப்பதற்கு தீர்மானிக்கப்பட்டிருந்தது.

நிறுத்தி வைத்தல் கட்டணம்	=	<table border="0"> <tr> <td style="text-align: center;">நிறுத்தி வைத்தல் எண்ணிக்கை</td> <td style="text-align: center;">X</td> <td style="text-align: center;">15,000</td> <td style="text-align: center;">X</td> </tr> </table>	நிறுத்தி வைத்தல் எண்ணிக்கை	X	15,000	X	குறிப்பிட்ட மாதத்தில் ஆரம்ப எரிபொருள் விலை
நிறுத்தி வைத்தல் எண்ணிக்கை	X	15,000	X				

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அடிப்படை மாதத்தின் ஆரம்ப எரிபொருள் விலை (ரூபா 21.42 / litre)

#### 5.3.1.10 வரி மீளளிப்பு

உடன்படிக்கையின் 4.1(சீ) பிரிவின் படி (பின்னிணைப்பு 03) கம்பனியினால் மேற்கொள்ளப்படும் அனைத்து வரிச் செலவுகளும் இ.மி.ச. மூலம் மீளளிக்கப்பட வேண்டியிருந்தது. மேலும், இ.மி.ச. இனால் கோரப்படும் சந்தர்ப்பத்தில் அந்த கம்பனியின் வரி செலுத்தல் தொடர்பான சான்றிதழ் ஒன்று வரி ஆலோசகர் ஒருவர் மூலம் சான்றுபடுத்தப்பட்டு வழங்கப்பட வேண்டியிருந்தது. அதேபோல் உடன்படிக்கையில் 4.1(டீ) பிரிவின் படி கம்பனியினால் மேற்கொள்ளப்படும் விற்பனை வரி இ.மி.ச. மூலம் மீளளிப்புச் செய்யக்கூடிய இயலுமை மற்றும் உடன்படிக்கையின் பிரிவு இலக்கம் 4.1(ஈ) படி உள்ளீடு மீதான விற்பனை வரி இ.மி.ச. மூலம் மீளளிப்பு செய்யும் சந்தர்ப்பங்கள் காணப்பட்டது.

#### 5.3.1.11 தாமத வட்டி

உடன்படிக்கையின் பிரிவு 4.5 இன் படி இ.மி.ச. இனால் குறிப்பிட்ட திகதிக்குப் பின்னர் மேற்கொள்ளப்படும் கொடுப்பனவுகளுக்காக வட்டி செலுத்த வேண்டியிருந்தது. இங்கு ஆரம்ப விகிதாசாரம் + 2 சதவீதம் என வட்டி விகிதாசாரம் காட்டப்பட்டிருந்தது.

#### 5.3.2 மின்சாரத்திற்கான கொடுப்பனவு தொடர்பாக தகவல்கள்

5.3.2.1 ஆரம்ப உடன்படிக்கைக் காலம் (2005 - 2015) இலங்கை மின்சார சபை, கம்பனியில் இருந்து கொள்வனவு செய்வதற்கு எதிர்பார்க்கப்பட்ட குறைந்த சான்றுபடுத்தப்பட்ட வலுச்சக்தி எண்ணிக்கை 6,977 கி. வொட் ஆக

காணப்பட்டதுடன், அக் காலப்பகுதியில் உண்மையாகவே கொள்வனவு செய்திருந்த அலகுகளின் எண்ணிக்கை கீழே குறிப்பிட்டுள்ளவாறு 5,748 கி.வொட் எனப்படும் 82 சதவீதமாகும். அக் காலப்பகுதியில் கொள்திறன் கட்டணமாக சபையினால் 117,501,967 அ.டொ இற்கு சமமான ரூபா 13,368 மில்லியன் தொகை கம்பனிக்கு செலுத்தியிருந்ததுடன், மின் அலகு ஒன்றிற்கான கொள்திறன் கட்டணம் 0.02 அ.டொ. ஆகும். மேலும், கொள்திறன் கட்டணம் கிரயத்திற்கு தாமத வட்டி என 495,196 அமெரிக்கா டொலர்களுக்கு சமமான ரூபா 53 மில்லியன் தொகையும் செலுத்த வேண்டி நேரிட்டிருந்தது.

**அட்டவணை இலக்கம் 11 – கொள்திறன் கட்டணத்திற்காக கொடுப்பனவு தொடர்பான தகவல்கள் - (ஐ.அ.டொ.)**

ஒப்பந்தக் காலம்	மின் அலகு கிகா வொட் மணித்தியாலம்		%	மூலதனம்	கொள்திறன் கட்டணம்		Non Escalable	தாமத வட்டி	மொத்தம்
	MGEA	உள்ளவா றான			Escalable	மொத்தம்			
2005/06	698	697	100	1,186,047	105,584	1,291,631	12,000,000	100,132	13,391,763
2006/07	698	576	83	1,186,047	143,980	1,330,027	13,744,186	151,416	15,225,629
2007/08	698	670	96	1,186,047	180,139	1,366,185	13,255,814	67,376	14,689,375
2008/09	698	668	96	1,186,047	242,055	1,428,101	12,767,442	77,932	14,273,475
2009/10	698	704	101	1,186,047	229,908	1,415,954	12,139,535	112,491	13,667,981
2010/11	698	501	72	1,186,046	253,850	1,439,896	11,651,160	26,559	13,117,615
2011/12	698	533	76	1,186,047	302,132	1,488,178	11,093,026	-	12,581,204
2012/13	698	590	85	1,186,047	329,739	1,515,785	5,651,163	(139,341)	7,027,607
2013/14	698	434	62	1,186,047	356,676	1,542,723	6,209,302	-	7,752,025
2014/15	698	376	54	1,186,047	381,160	1,567,206	4,604,651	98,631	6,270,488
<b>மொத்தம் அ.டொ.</b>	<b>6,977</b>	<b>5,748</b>	<b>82</b>	<b>11,860,465</b>	<b>2,525,221</b>	<b>14,385,686</b>	<b>103,116,281</b>	<b>495,196</b>	<b>117,997,163</b>
<b>மொத்தம் ரூபா மில்லியன்</b>				<b>1,379</b>	<b>302</b>	<b>1,681</b>	<b>11,687</b>	<b>53</b>	<b>13,421</b>

5.3.2.2 மேலும் ஆரம்ப உடன்படிக்கை காலப் (2005 – 2015) பகுதியுள் வலுச்சக்தி கட்டணம் என கீழ் குறிப்பிட்டுள்ளவாறு ரூபா 73,651 மில்லியன் தொகை செலுத்தப்பட்டிருந்ததுடன், மின் அலகுக் கிரயம் ரூபா 12.81 தொகையாக இருந்தது. மேலும், நிறுத்தி வைத்தல் கட்டணம், வரி மீளளிப்பு மற்றும் தாமத வட்டி என முறையே ரூபா 363 மில்லியன் தொகை, ரூபா 4,784 மில்லியன் தொகை மற்றும் ரூபா 527 மில்லியன் தொகை செலுத்தப்பட்டிருந்தது.

அட்டவணை இலக்கம் 12 – வலுச்சக்திக் கட்டணத்திற்கான கொடுப்பனவு தொடர்பான தகவல்கள் - (ரூபா மில்லியன்)

ஒப்பந்தக் காலம்	எரிபொருள் விகிதாசாரம்	எரிபொருள் போக்குவரத்துக் கட்டணம்	எரிபொருள் அல்லாத ஆக்கக் கூறுகள்	பணவீக்கம்	வலுச்சக்திக் கட்டணம்	நிறுத்தி வைத்தல் கட்டணம்	வரி மீளளிப்பு	தாமத வட்டி	மொத்தம்
2005/06	4,394	98	305	28	4,825	7	1,008	42	5,882
2006/07	5,247	100	249	33	5,629	31	868	47	6,575
2007/08	8,471	141	325	49	8,986	15	370	37	9,409
2008/09	8,552	173	328	68	9,121	23	308	117	9,569
2009/10	4,458	146	355	69	5,028	0	563	109	5,701
2010/11	4,052	105	364	77	4,598	48	287	18	4,950
2011/12	5,867	132	399	103	6,501	0	570	0	7,071
2012/13	9,528	196	85	135	9,944	37	493	0	10,474
2013/14	9,704	151	362	109	10,326	78	175	0	10,579
2014/15	8,148	123	320	101	8,692	125	141	157	9,115
<b>மொத்தம்</b>	<b>68,421</b>	<b>1,366</b>	<b>3,092</b>	<b>772</b>	<b>73,651</b>	<b>363</b>	<b>4,784</b>	<b>527</b>	<b>79,325</b>

5.4 ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனியின் செயற்பாட்டுச் செயலாற்றுகை

5.4.1 ஆரம்ப ஒப்பந்த காலம் (2005-2015) இனூள் ஏஸ் பவர் எம்பிலிப்பிட்டி தனியார் கம்பனி ரூபா 8,571,518,589 தேறிய இலாபம் ஒன்றினை பெற்றிருந்ததென அவதானிக்கப்பட்டதுடன், அது 2003 ஆண்டின் போது அவர்களினால் மேற்கொள்ளப்பட்டிருந்த ஆரம்ப மூலதனமாகிய ரூபா 1,676,127,200 இற்கு ஒப்பாக 511 சதவீதமாகும். அதேபோல், 2015/16 நிதியாண்டில் கம்பனி ரூபா 543,670,674 இற்கான தேறிய நடட்டம் ஒன்று பெற்றிருந்ததென அவதானிக்கப்பட்டதுடன், அதற்கு பிரதானமாக இ.மி.ச. உடன் காணப்பட்ட உடன்படிக்கை முடிவடைந்த காரணத்தை அந்த நிதியாண்டின் சுமார் 05 நாட்கள் மின்சார உற்பத்தி செய்தல், கழிவுத்துண்டு சொத்துக்களின் தேறிய சேதப்படுத்தல் என ரூபா 305,960,036 தொகை இலாபத்திற்கு எதிராக பதிவழித்தலும் காரணமாக இருந்தது. எவ்வாறாயினும், 2016 ஆண்டின் போது இ.மி.ச. இனால் ஏஸ் பவர் எம்பிலிப்பிட்டி கம்பனியுடன் காணப்பட்ட உடன்படிக்கையின் காலம் நீடிக்க நடவடிக்கை எடுத்து ஐந்து வருடங்களில் அதாவது 2016/2017, 2017/2018, 2018/2019, 2019/2020 மற்றும் 2020/2021 இற்காக ரூபா 6,813,360,650 இற்கான தேறிய இலாபம் ஒன்று ஈட்டியிருந்தது. அதன்படி, 2021 மார்ச் 31 திகதி அளவில் ஏஸ் எம்பிலிப்பிட்டிய தனியார் கம்பனி உழைத்திருந்த



மொத்த தேறிய இலாபம் கீழே விபரிக்கப்பட்டுள்ளவாறு ரூபா 14,841,208,565 தொகையாக இருந்தது. அது ஆரம்ப முதலீட்டுக்கு ஒப்பாக (ரூபா 1,676,127,200) அதாவது 885 சதவீதமாகும். மேலும், 2005/06 மற்றும் 2006/07 ஆண்டுகளின் போது மாத்திரம் பெற்றிருந்த இலாபம் ரூபா 1,872,477,420 தொகையாக காணப்பட்டமையால் முதலீட்டுத் தொகையின் திருப்பிச் செலுத்தும் காலம் 2 வருடங்களாக காணப்பட்டது.

**அட்டவணை இலக்கம் 13 – நிதித் தகவல்கள் 2005 – 2021**

ஆண்டு	இலாபம் / (நட்டம்)	பங்குதாரர்களின் உரிமை	மூலதனத்திற்கான விளைவில் வீதாசாரம் சதவீதம் *	பங்கொன்றின் உழைப்பு
2005/06	798,695,842	2,377,571,215	47.65	5
2006/07	1,073,781,578	2,328,642,333	64.06	6
2007/08	1,100,515,679	3,192,022,945	65.66	7
2008/09	1,194,515,959	3,829,453,426	71.27	7
2009/10	1,125,226,385	4,283,275,784	67.13	7
2010/11	1,078,852,671	2,084,144,935	64.37	6
2011/12	215,519,993	1,713,020,408	12.86	1
2012/13	665,219,914	2,209,191,572	39.69	4
2013/14	842,362,836	3,045,461,519	50.26	5
2014/15	476,827,732	3,520,766,105	28.45	3
<b>ஆரம்ப உடன்படிக்கைக் கால முடிவில் கூட்டுத்தொகை</b>	<b>8,571,518,589</b>	<b>3,520,766,105</b>		
2015/16	(543,670,674)	1,979,799,747	(32.44)	(3)
2016/17	1,113,510,550	3,093,310,296	152.72	7
2017/18	1,278,406,942	3,867,134,299	175.34	8
2018/19	1,708,229,091	4,736,828,094	234.29	10
2019/20	1,437,741,548	5,590,514,896	197.19	9
2020/21	1,275,472,519	5,853,745,965	174.93	8
<b>மொத்தம்</b>	<b>14,881,208,565</b>	<b>5,853,745,965</b>		

\* 2005/06 முதல் 2015/16 வரை உரிமை மூலதனம் ரூபா 1,676,127,200 தொகையாக காணப்பட்டதுடன், 2016/17 முதல் உரிமை மூலதனம் ரூபா 729,115,332 ஆக காணப்பட்டதுடன், அதன் அடிப்படையில் மூலதனத்திற்கு நலன்களின் சதவீதம் கணிக்கப்பட்டிருந்தது.

5.4.2 கம்பனியின் முதலீட்டாளர்களினால் கம்பனிக்காக மேற்படி 5.4.1 பந்திக்கமைய முதலீடு செய்யப்பட்டுள்ள ரூபா 1,676,127,200 இற்கான உரிமை மூலதனத்தில் முதலீடு செய்திருந்ததுடன் அதற்கான நலன்கள் என ஆரம்ப உடன்படிக்கைக் காலப் பகுதியில் மாத்திரம் பங்கிலாபமாக ரூபா 4,911,052,722 தொகை பெற்றிருந்தது. உடன்படிக்கை காலம் நீடிக்கப்பட்ட பின்னர் அதாவது 2016/17 முதல் 2020/21 வரையான காலப் பகுதியில் பங்கிலாபமாக ரூபா 2,933,222,600 தொகையும், 2015/16 நிதி ஆண்டில் மூலதனக் குறைப்பு என உரிமையில் ரூபா 947,011,868 தொகை ஒன்று திருப்பி பெற்றிருந்தது. அதேபோல், 2020/21 நிதியாண்டு இறுதியளவில் ரூபா 5,853,745,965 தொகை கம்பனிக்கு சொந்தமாக காணப்பட்டது. அதன்படி, ஆரம்ப முதலீட்டுத் தொகையினை உள்ளடக்கிய பின்னர் 2021 மார்ச் 31 திகதியில் உள்ளவாறு ரூபா 12,021,894,087 தொகை முதலீட்டாளர்களுக்கு அவர்களின் முதலீடுகளுக்காக நலன்கள் என பல்வேறு முறையில் திருப்ப உழைப்பதற்கு இயலுமாக இருந்தது.

**அட்டவணை இலக்கம் 14 – பங்கிலாபம் பெற்றுக்கொள்ளல்**

ஆண்டு	தொகை ரூபா	மொத்தம் ரூபா
2005/06	-	-
2006/07	1,005,676,346	1,005,676,346
2007/08	419,031,800	1,424,708,146
2008/09	502,838,160	1,927,546,306
2009/10	754,257,240	2,681,803,546
2010/11	1,424,708,120	4,106,511,666
2011/12	586,644,520	4,693,156,186
2012/13	167,612,720	4,860,768,906
2013/14	-	4,860,768,906
2014/15	-	4,860,768,906
2015/16	50,283,816	4,911,052,722

2016/17	-	4,911,052,722
2017/18	502,838,160	5,413,890,882
2018/19	838,063,600	6,251,954,482
2019/20	586,644,520	6,838,599,002
2020/21	1,005,676,320	7,844,275,322

## 5.5 ஏஸ் பவர் எம்பிலிப்பிட்டி கம்பனியுடன் ஏற்படுத்தியிருந்த உடன்படிக்கை காலத்தை நீடித்தல்

5.5.1 நாட்டின் தென்பகுதியில் மின்சார முறைமையில் போசாக்குக்காக பலங்கொட – நவலக்ஷபான 132kV இருவழிச் சுற்று செலுத்துகை பாதையின் மூலம் வழங்கப்படும் மின்சாரம் மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையத்தின் மூலம் கொள்வனவு செய்யும் மின்சாரத்தை ஈடுபடுத்தியிருந்தமையால், ஏஸ் பவர் எம்பிலிப்பிட்டி கம்பனியுடன் காணப்படும் உடன்படிக்கை 2015 ஏப்ரல் 06 திகதி முடிவடைந்த பின்னர் சமனல வெவ மின்வலு நிலையத்தின் தொடர்ச்சியான மின் உற்பத்தி, தென் வலயத்திற்கு மின்சாரம் வழங்குவதற்காக ஈடுபடுத்தல் அத்தியவசியமானது என 2014 செப்தம்பர் 29 திகதிய பி.பொ.(முறைமை கட்டுப்பாடு) இனால் மெ.பொ.(செலுத்துகை) அவர்களுக்கு அனுப்பியிருந்த கடிதத்தின் மூலம் இனங்காணப்பட்டிருந்தது. மேலும், சமனல வெவ மின்வலு நிலையத்தின் ஒரு மின்பிறப்பாக்கி மாத்திரம் செயற்படுகின்ற சந்தர்ப்பத்தில் லக்ஷபான – பலாங்கொடை இருவழிச் சுற்றுப் பாதை மிகை சுமை (Overload) ஏற்படுகின்றமையால் அந்த பிரதேசத்திற்கு தடை ஏதும் இன்றி மின்சாரம் வழங்குவதற்காக ஏஸ் பவர் மின்வலு நிலையத்தின் மின்சார உற்பத்தி அத்தியவசியமானது எனவும் தொடர்ந்தும் இனங்காணப்பட்டிருந்தது. (இணைப்பு 04)

5.5.2 2014 நவம்பர் 04 திகதிய பிரதி பொது முகாமையாளர் (வலுச்சக்தி கொள்வனவு செய்தல்) இனால் மேலதிக பொது முகாமையாளர் (செலுத்துகை) இற்கு அனுப்பியிருந்த கடிதத்தின் மூலம் 2015 முதல் காலாண்டு அளவில் பூர்த்தி செய்வதற்கு எதிர்பார்க்குகின்ற காலி – மாத்தறை மற்றும் அம்பலாங்கொடை செலுத்துகை பாதையின் காரணமாக தென் பகுதியில் மின்னழுத்தம் தொடர்பாக சிக்கல்களை ஓரளவு முடிவு செய்ய இயலும் எனவும் மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி உடன்படிக்கையை நீடிப்பதற்கு பதிலாக, கலம்பு பவர் தனியார் கம்பனி(கலம்பு பார்ஜ் மின்வலு நிலையம்) உடன் காணப்படும் சுதந்திரமாக மின் வழங்கும் உடன்படிக்கை முடிவடைந்த பின்னர் 63 மெகா வொட் இற்கான அந்த மின்வலு நிலையத்தை ரூபா 680 மில்லியன் செலவு செய்து இ.மி.ச இனால் கொள்வனவு செய்வதற்கு சந்தர்ப்பம் காணப்படுகின்றது என குறிப்பிடப்பட்டிருந்தது (பின்னிணைப்பு 05). மேலும், 2015 மார்ச் 03 ஆந் திகதிய பி.உ.(கட்டமைப்பு

கட்டுப்பாடு) இனால் (மின்சக்தி கொள்வனவு) இற்கு அனுப்பிய கடிதத்தின் மூலம் ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் உடன்படிக்கை காலம் 5 வருடங்களால் நீடிப்பு செய்யும் தேவைப்பாடு குறிப்பிடப்பட்டிருந்தது (பின்னிணைப்பு 06).

5.5.3 மேலும் ஏஸ் பவர் எம்பிலிபிட்டி மின்வலு நிலையத்தை 2015 ஏப்ரல் 06 திகதி ஓய்வு பெறச் செய்த பின்னர் போதியளவு வழங்கல் ஒன்று தென் பகுதியில் இன்மையால் பாரிய செயற்பாட்டுச் சிக்கல்கள் எதிர்பார்க்கக் கூடியதாக உள்ளதெனவும், அம்பலங்கொடை – நவ காலி செலுத்துகை மின் கம்பிகள் மற்றும் சமனல வெவ மின் உற்பத்தி நிலையத்தின் நம்பகத் தன்மை (நீர் மட்டம் குறைவடைவதால்) வரையறுக்கப்படும் காரணத்தினால் இந்த நிலைமைக்கு தொடர்ந்தும் பிரதிகூலமான தாக்கங்களை ஏற்படுத்த காரணமாக இருக்கக்கூடும் எனவும், தென் பகுதியில் மின் அழுத்தத்தை பாதுகாப்பதற்காக சமனல வெவ இன் மின் உற்பத்தி நிலையத்தின் 2 இயந்திரங்களும் பகல் காலத்தில் தேவைப்படும் எனவும், 2015 மார்ச் 30 திகதிய பி.பொ. (முறைமைக் கட்டுப்பாடு) இனால் மே.பொ.(செலுத்துகை) இற்கு அனுப்பிய கடிதத்தின் மூலம் காட்டப்பட்டிருந்தது (பின்னிணைப்பு 07).

மேற்கூறிய கடிதம் தொடர்பாக தென் வலய முறைமையின் தற்போதைய நிலைமை தொடர்பாக கருத்துத் தெரிவித்திருந்த மேலதிக பொது முகாமையாளர் (செலுத்துகை) இனால் தென் வலயம் 2015 ஏப்ரல் 06 திகதியின் பின்னர் ஆபத்து நிலைமை ஒன்றினை அடையக்கூடியதாக உள்ளதெனவும் அதன் காரணமாக இடையிடையே மின் துண்டிப்புக்கள் ஏற்படுதல் தவிர்க்க முடியாது எனவும், குறிப்பிடப்பட்டுள்ளதுடன், அதற்கு வழங்கக்கூடிய குறுகிய கால தீர்வு என எம்பிலிபிட்டி மின்வலு நிலையத்தின் காலத்தை நீடிப்பு செய்தல், அம்பலங்கொடை – நவ காலி செலுத்துகை பாதையை காலி மின்சக்தி விநியோகிக்கும் உப நிலையத்துடன் தொடர்புபடுத்தல் ஆகிய முன்மொழிவுகள் சமர்ப்பிக்கப்பட்டிருந்தது.

5.5.4 எவ்வாறாயினும், ஏஸ் பவர் எம்பிலிபிட்டி மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக நடவடிக்கை எடுத்தால் அதற்காக அரசாங்கத்தின் முறையான பெறுகை செய்முறை கடைபிடிக்கும் தேவைப்பாடு 2015 ஏப்ரல் 10 திகதிய மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சின் செயலாளரினால் பொது முகாமையாளர் (இ.மி.ச.) இற்கு அனுப்பிய கடிதத்தின் மூலம் சுட்டிக்காட்டப்பட்டிருந்தது (பின்னிணைப்பு 08). மேலும், ஏஸ் பவர் எம்பிலிபிட்டி மின்வலு நிலையத்தின் காலத்தை நீடித்தல் தொடர்பாக மீள் விசாரணை ஒன்று மேற்கொள்ள வேண்டும் என மற்றும் உத்தேச தென் பகுதி சார் மின் வலையமைப்பின் மூலம் தென் பகுதிக்கு தேவையான மின் உற்பத்தி பேணிச் செல்லல் மற்றும் அபிவிருத்தி மேற்கொள்ள முடியும் எனவும், மேலும் எம்பிலிபிட்டி மின்வலு நிலையத்தின் கால நீடிப்பு மேற்கொள்ளும் தேவைப்பாடு ஏற்படாது எனவும், அதன் மூலம் பாரிய நிதித்

தாக்கம் ஒன்று இலங்கை மின்சார சபைக்கு நேரிடும் எனவும், அந்தப் பணத்தை ஏனைய பயன்படக்கூடிய விடயங்களுக்கு ஈடுபடுத்த முடியும் எனவும் 2015 ஏப்ரல் 23 திகதி பி.பொ (வலுச்சக்தி கொள்வனவு) இனால் மே.பொ.(செலுத்துகை) இற்கு அனுப்பிய கடிதத்தின் மூலம் அறிவிக்கப்பட்டிருந்தது (பின்னிணைப்பு 09).

5.5.5 மேலும், இந்தக் காலப்பகுதியில் அதாவது 2016 பெப்ரவரி 25 திகதி மற்றும் மார்ச் 13 திகதி தேசிய மின்வலு முறைமை முழுமையாக துண்டிப்புக்கு ஆளாகியது தொடர்பாக கவனம் செலுத்தியிருந்ததுடன், நாடு பூராகவும் மின் வழங்கல் துண்டிப்பு ஏற்படுவதற்கான காரணம் மற்றும் அதற்கு பொறுப்பாக உள்ள ஆட்கள் / உத்தியோகத்தர்கள் எவரும் காணப்படின் அது தொடர்பான தகவல்களை பரிசோதனை செய்து எதிர் காலத்தில் அவ்வாறான நிகழ்வுகள் ஏற்படுவதை தவிர்ப்பதற்காக கடைபிடிக்க வேண்டிய நடவடிக்கைகளை பரிந்துரைப்பதற்காக, மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரின் தலைமையில் குழு ஒன்று நியமனம் செய்வதற்கு நடவடிக்கை எடுக்கப்பட்டது என அதிமேதகு ஜனாதிபதி அவர்கள் 2016 மார்ச் 16 ஆந் திகதி அறிவித்திருந்தமை (பின்னிணைப்பு 10).

5.5.6 அதன் பின்னர் 2016 மார்ச் 18 திகதி மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரினால் “திடீர் மின் துண்டிப்பொன்றின் போது இலங்கையில் இடையறாத மின் வழங்கள் ஒன்றினை பேணிச் செல்வதற்காக மேலதிக மின்சக்தி ஒதுக்கம் ஒன்று பேணி வருதல்” என்ற பெயரின் சமர்ப்பிக்கப்பட்ட அமைச்சரவை விஞ்ஞாபனத்திற்காக அமைச்சரவை அங்கீகாரம் வேண்டப்பட்டிருந்தது (பின்னிணைப்பு 11).

i. தேசிய மின் வழங்களை உறுதிப்படுத்துவதற்கு தேவையான மேலதிக மின் உற்பத்தி கொள்திறன் ஒன்றினை பேணிச் செல்வதற்காக துரிதமான நடவடிக்கை ஒன்றென தற்போது உடன்படிக்கைக் காலம் முடிவடைந்துள்ள பின்வரும் 3 மின்வலு நிலையங்களை இலங்கை மின்சார சபையினால் கொள்வனவு செய்து அவசர சந்தர்ப்பங்களில் பயன்படுத்துவதற்கான தேவையான மேலதிக மின்வலு நிலையங்களாக பேணிச் செல்லல்.

- வ/ப ஹெலதனவி கம்பனிக்கு சொந்தமான புத்தளத்தில் அமைந்துள்ள 100 மெ.வொ. கொள்திறனை உடைய மின்வலு நிலையம்
- வ/ப ஏஸ் பவர் கம்பனிக்கு சொந்தமான எம்பிலிப்பிட்டியில் அமைந்துள்ள 100 மெ.வொ. கொள்திறனை உடைய மின்வலு நிலையம்

- வ/ப ஏஸ் பவர் ஜெனரேஷன் கம்பனிக்கு சொந்தமான மாத்தறையில் அமைந்துள்ள 25 மெ.வொ. கொள்திறனை உடைய மின்வலு நிலையம்

ii. இந்த மின்வலு நிலையங்களை கொள்வனவு செய்தல் தொடர்பாக குறிப்பிட்ட தரப்பினருடன் கலந்துரையாடி அமைச்சரவைக்கு பரிந்துரை சமர்ப்பிப்பதற்காக தொழில்நுட்ப மதிப்பாய்வுக் குழுவொன்று (TEC) மற்றும் அமைச்சரவையினால் நியமனம் செய்யப்பட்ட கலந்துரையாடல் உடன்பாட்டுக் குழுவொன்று (SCANC) நியமனம் செய்தவதற்காக அரசு நிதித் திணைக்களத்திற்கு கட்டளையிடல்.

5.5.7 அதன்படி, அந்த விஞ்ஞாபனத்திற்காக 2016 மார்ச் 23 திகதி அமைச்சரவை கூட்டத்தில் பின்வரும் தீர்மானங்கள் வழங்கப்பட்டிருந்தது (பின்னிணைப்பு 12).

- விஞ்ஞாபனத்தில் குறிப்பிடப்பட்டுள்ள முன்மொழிவுகள் தொடர்பாக தொடர் நடவடிக்கை எடுப்பதற்கு அங்கீகாரம் வழங்கல்
- விஞ்ஞாபனத்தில் குறிப்பிடப்பட்டுள்ள கம்பனிகளில் இருந்து மின்வலு பெற்றிருந்த கடந்த காலப் பகுதிகளில் அந்தக் கம்பனியினால் மேற்கொள்ளப்பட்ட மூலதன முதலீட்டிற்கு போதியளவான முறையில் கொடுப்பனவுகள் இலங்கை மின்சார சபையினால் அந்தக் கம்பனிகளுக்கு “கொள்திறன் கொடுப்பனவு” என இதுவரைக்கும் செலுத்தப்பட்டிருந்தது தொடர்பாக அமைச்சரவையின் அவதானிப்பு, தொழில்நுட்ப மதிப்பாய்வுக்குழு (TEC) மற்றும் அமைச்சரவையினால் நியமனம் செய்யப்பட்ட விலை கலந்துரையாடல் உடன்பாட்டுக் குழுவின் (SCANC) கவனதம் செலுத்துவதற்காக அனுப்பும் படி அமைச்சர் செயலாளருக்கு பணித்தல்.

5.5.8 மேலும், 2016 மார்ச் 22 திகதிய மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரினால் “எதிர்வரும் வரட்சி காலத்திற்கு முகங்கொடுக்கக் கூடிய விதமாக அவசர சந்தர்ப்ப மின்சக்தி கொள்திறனொன்று பேணிச் செல்லல்” பெயரில் சமர்ப்பிக்கப்பட்டிருந்த அமைச்சரவை விஞ்ஞாபனத்தில் எதிர்வரும் 3 – 4 வாரங்களுக்குள் ஏற்படக்கூடிய மின் தட்டுப்பாட்டை தவிர்ப்பதற்காக சுமார் 100 மெ.வொ. அவசர மின் உற்பத்தி எண்ணிக்கை (அவசர மின்வலு) சுமார் ஏழு நாட்களுக்கான குறுகிய காலத்தினுள் விலைகூறல் சமர்ப்பிப்பதற்காக வழங்குனர்களுக்கு சந்தர்ப்பம் வழங்கப்பட்டு 02 – 03 வாரங்களுக்குள் நிறுவுவதற்கான நிபந்தனையின் கீழ் திடீர் கொள்வனவு ஒன்றை கொள்வனவு செய்வதற்கு அங்கீகாரம் கோறப்பட்டிருந்தது (பின்னிணைப்பு 13). அமைச்சரவையினால் அந்த விஞ்ஞாபனம் பொருளாதார முகாமைத்துவம்

தொடர்பான அமைச்சரவை குழுக் கூட்டத்தின் பரிந்துரையை பெற்றுக்கொள்வதற்காக அந்தக் குழுக் கூட்டத்திற்கு சமர்ப்பிப்பதற்கு 2016 மார்ச் 23 ஆந் திகதஜி தீர்மானிக்கப்பட்டிருந்தது (பின்னிணைப்பு 14).

5.5.9 அமைச்சரவை தீர்மானத்தின் படி நியமனம் செய்யப்பட்டிருந்த மேலே 5.5.5 இல் குறிப்பிடப்பட்டுள்ள அமைச்சரவை துணைக்குழுவின் இடைக்கால அறிக்கை 2016 மார்ச் 29 திகதி சமர்ப்பிக்கப்பட்டிருந்ததுடன், அதில் பின்வரும் பரிந்துரைகள் வழங்கப்பட்டிருந்தன (பின்னிணைப்பு 15).

- i. முறைமை கட்டுப்பாட்டு நிலையத்தை வலுப்படுத்துதல்.
- ii. கேள்விதரப்பு வலுசக்தி முகாமைத்துவம் (Demand Side Management) தொடர்பாக விசேட கவனம் செலுத்துதல்.
- iii. சூரிய ஒளி மூல மின் உற்பத்தியை ஊக்குவிப்பதற்காக தேசிய வேலைத்திட்டமொன்று உடனடியாக ஆரம்பிப்பதற்கும், அதற்கான கொடுப்பனவு செய்முறை ஒன்று அறிமுகப்படுத்தல்.
- iv. தற்போது ஓய்வு பெறச் செய்துள்ள ஹெல்தனவி, ஏஸ் பவர் எம்பிலிப்பிட்டிய, ஏஸ் பவர் ஜெனரேஷன் மாத்தறை ஆகிய அணல் மின்வலு நிலையங்கள் இலங்கை மின்சார சபைக்கு அனுசூலமாக பொறுத்தமான நிபந்தனைகள் மீது இலங்கை மின்சார சபையினால் முழுமையாக கொள்வனவு செய்தல் அல்லது வேறு மாற்று செய்முறை ஒன்றினை பயன்படுத்துதல்.
- v. தேசிய மின்வலு முறைமையின் பராமரிப்பு அலுவல்கள் தொடர்பாக மற்றும் செயற்பாடுகள் தொடர்பாக முகாமைத்துவ தகவல்கள் முறைமைகள் உடனடியாக நிறுவுதல்.
- vi. தென் பகுதியில் மின் முறைமையில் காணப்படும் மின்சார தேவைக்காக ஹம்பாந்தோட்டை துறைமுகம் அல்லது காலி துறைமுகத்தை அண்டி அணல் மின் நிலையம் உடனடியாக நிர்மாணிக்கப்பட வேண்டும் எனவும்.
- vii. சுமார் 65 மெ.வொ. கொள்திறனை உடைய அரசு மற்றும் தனியார் நிறுவனங்களின் மேலதிக வலுச் சக்தி மூலவளங்கள் என வைத்துள்ள பாரிய அளவிலான மின் பிரப்பாக்கிகளை எதிர்வரும் காலங்களில் பயன்படுத்துவதற்காக செய்முறை ஒன்றினை அறிமுகப்படுத்தல்.
- viii. ஏரத்தாள 100 மெ.வொ. கொள்திறனை உடைய நாடு பூராகவும் காணப்படும் சிறிய அளவிலான மின் பிறப்பாக்கிகள் தொடர்பாக மாவட்ட செயலாளர்கள் மற்றும் பிரதேச செயலாளர்கள் மூலம் புள்ளிவிபரக் கணிப்பீடு ஒன்று உடனடியாக மேற்கொள்ளல் மற்றும் தேவை ஏற்படின் அந்த மின் பிரப்பாக்கிகளை முறைமைக்கு பெற்றுக்கொள்ளல்.

5.5.10 அதன்படி, மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரினால் “மேலதிக மின்வலு ஒதுக்கம் ஒன்று பேணிச் செல்வதற்காக வரையறுக்கப்பட்ட “ஏஸ் பவர்” எம்பிலிப்பிட்டி கம்பனிக்கு சொந்தமான 100 மெ.வொ. இற்கான மின்வலு நிலையத்தை கொள்வனவு செய்தல்” பெயரில் அமைச்சரவை விஞ்ஞாபனம் ஒன்று 2016 மார்ச் 29 திகதி சமர்ப்பிக்கப்பட்டிருந்ததுடன் (பின்னிணைப்பு 16) அந்த விஞ்ஞாபனத்தில் 2016 மார்ச் 23 திகதிய அமைச்சரவை தீர்மானத்தின் படி மின்வலு நிலையங்களை கொள்வனவு செய்வதற்காக கலந்துரையாடுவதற்கு நியமனம் செய்யப்பட்ட கலந்துரையாடல் உடன்பாட்டுக்குழு மற்றும் தொழில்நுட்ப மதிப்பாய்வுக் குழுவினால் எடுக்கப்பட்ட பின்வரும் தீர்மானங்களும் இந்த விஞ்ஞாபனத்தில் உட்படுத்தப்பட்டிருந்தது.

- (i) வரையறுக்கப்பட்ட ஏஸ் பவர் எம்பிலிப்பிட்டி கம்பனியினால் மின்வலு நிலையத்திற்காக 17 மில்லியன் ஐ.அ.டொலர்களுக்கான விலை ஒன்று சமர்ப்பிக்கப்பட்டமையால் மின்வலு நிலையத்தின் பெறுமதியை தீர்மானிப்பதற்கான அரசு பிரதான பெறுமதி மதிப்பீட்டாளரிடம் பெறுமதி மதிப்பீட்டொன்று பெற்றுக்கொள்ளல் மற்றும் மின்வலு நிலையத்தின் தற்போதைய நிலைமை தொடர்பாக இயந்திரத்தை உற்பத்தி செய்த கம்பனியில் இருந்து தர அறிக்கை ஒன்று பெற்றுக்கொள்ளல்.
- (ii) இதற்காக சில வாரங்கள் எடுப்பதனால் அவசர மின்சாரம் கொள்வனவு செய்வதற்காக கம்பனி மற்றும் இ.மி.ச. இடையே கையொப்பமிடப்பட்டு தற்போது காலம் கடந்துள்ள மின் கொள்வனவு உடன்படிக்கை அடிப்படையாகக் கொண்டு ஒரு வருட காலத்திற்காக மின்சாரம் கொள்வனவு செய்தல் பொருத்தம் என்பது.
- (iii) உடன்படிக்கை அமுலில் இருந்த இறுதி மாதத்தில் செலுத்தப்பட்ட கொள்திறன் கட்டணத்தின் 5 சதவீத கழிவொன்றுடன் ஒரு வருட காலத்திற்காக கொடுப்பனவு செய்வதற்கும் ஏனைய மாறுபடும் கட்டணங்கள் உடன்படிக்கையின் நிபந்தனையின் பிரகாரம் கொடுப்பனவு செய்தல்.
- (iv) ஒரு வருட காலத்திற்காக மின்சாரம் கொள்வனவு செய்யும் உடன்படிக்கை ஒன்று மேற்கொண்டிருந்த போதிலும், அந்தக் காலப் பகுதியுள் மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக இரண்டு தரப்பினரும் இணக்கம் தெரிவித்தால் அந்த நாள் முதல் உடன்படிக்கையை முடிவுறுத்தி மின்வலு நிலையத்தை இலங்கை மின்சார சபைக்கு உரித்தாக்குவதற்காக இரண்டு தரப்பினரும் இணங்கியிருந்தனர்.

5.5.11 அதற்கமைய மேற்கூறிய தீர்மானத்தின் அடிப்படையில் பின்வரும் முன்மொழிவுகள் அமைச்சரவையின் கவனத்திற்கு சமர்ப்பிக்கப்பட்டிருந்தது.



- (i) உடனடியாக செயற்படும் விதத்தில் இலங்கை மின்சார சபை மற்றும் வரையறுக்கப்பட்ட ACE Power எம்பிலிபிட்டி கம்பனியினால் கையொப்பமிடப்பட்ட மின்சார கொள்வனவு உடன்படிக்கை மற்றும் அந்த உடன்படிக்கைக்கு பின்னர் மேற்கொள்ளப்பட்ட திருத்தங்களில் மற்றும் கீழே (ii) மற்றும் (iii) இல் குறிப்பிடப்பட்டுள்ள திருத்தங்களின் கீழ் ஒரு வருட காலத்திற்காக அந்தக் கம்பனியில் இருந்து மின்சாரம் கொள்வனவு செய்தல்.
- (ii) மின்சாரம் கொள்வனவு செய்யும் போது (Capacity Charge) இறுதியாக செலுத்தப்பட்ட தொகையில் 5% கழிவொன்றுடன் செலுத்துதல்.
- (iii) எரிபொருள் போக்குவரத்துக் கட்டணம் மின்சாரக் கொள்வனவு உடன்படிக்கையின் படி செலுத்துவதற்கு ஹம்பாந்தோட்டை துறைமுகத்தில் இருந்து எரிபொருள் எடுத்துச் செல்லும் போது இலங்கை பெற்றோலிய கூட்டுத்தாபனத்தின் கூறுவிலைகளின் படி கொள்வனவு செய்தல்.
- (iv) மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக இரண்டு தரப்பினரும் இணங்கினால் அந்த நாள் முதல் மேலே 3(i) இன் மூலம் ஒரு வருட காலத்திற்காக கையொப்பமிடப்பட்ட உடன்படிக்கையை முடிவுறுத்தி மின்வலு நிலையத்தை கொள்வனவு செய்தல்.
- (v) 2016 மார்ச் 23 திகதிய அமைச்சரவை பரிந்துரையின் மூலம் அங்கீகாரம் வழங்கப்பட்டிருந்தது மின்வலு நிலையத்தை கொள்வனவு செய்வதற்கான கலந்துரையாடுவதற்காகவே ஆகும் என்பதனால், மின்வலு நிலையத்தில் இருந்து மின்சாரம் கொள்வனவு செய்வதற்காக அமைச்சரவையினால் நியமனம் செய்யப்பட்டிருந்த கலந்துரையாடல் உடன்பாட்டுக் குழுவிற்கு மற்றும் தொழில்நுட்ப மதிப்பாய்வுக் குழுவிற்கு அணவல் அங்கீகாரம் வழங்கல்.

அமைச்சரவையினால் மேற்கூறிய முன்மொழிவுக்காக 2016 மார்ச் 30 திகதி அங்கீகாரம் வழங்கியிருந்தது (பின்னிணைப்பு 17).

5.5.12 அதன்படி, நிலவுகின்ற நிலைமையை கவனத்தில் எடுத்து திடீர் (Spot) பெறுகையின் கீழ் 55 மெ.வொ. அவசர மின்சாரம் கொள்வனவு செய்வதற்காக மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சர் செயலாளருக்கு அதிகார கையளிப்பு செய்வதற்கும் அந்த பெறுகைக்காக எதிர்பார்க்கும் விலைகூறல்தாரர்களிடம் 7 நாட்களுக்குள் விலைகூறல் ஆவணங்கள் அழைப்பதற்கும் அந்த மின்வலு நிலையங்களை 2 அல்லது 3 வாரங்களில் ஆரம்பிக்க வேண்டும் எனவும், 2016 மார்ச் 29 திகதி நடைபெற்ற பொருளாதார முகாமைத்துவம் தொடர்பான குழுவில் எடுக்கப்பட்ட தீர்மானத்தில் சுட்டிக்காட்டப்பட்டிருந்தது.

அதற்காக அமைச்சரவை இணக்கமும் 2016 மார்ச் 30 திகதி வழங்கப்பட்டிருந்தது

5.5.13 ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையத்தின் சோதனை ஓட்டம் ஒன்றிற்காக 2016 ஏப்ரல் 05 திகதி முதல் நடவடிக்கை எடுக்கப்படுவதனால் சமனல வெவ மற்றும் லக்ஷ்பான மின்வலு நிலையங்களின் உற்பத்தியை வரையறுப்பதற்கு (restrict) நேரிடக்கூடும் எனவும், அதேபோல் தென் வலயத்தில் காணப்படும் தேவைப்பாடு மற்றும் செலுத்துகை வலையமைப்பின் வரையறை காரணமாக திறமை வரிசையை (Merit Basis) மீறுவதற்கு நேரிடும் எனவும், 2016 ஏப்ரல் 05 திகதிய பி.பொ. (முறைமைக் கட்டுப்பாடு) இனால் மே.பொ. (செலுத்துகை) அவர்களுக்கு அனுப்பியிருந்த கடிதத்தின் மூலம் அறிவிக்கப்பட்டிருந்தது (பின்னிணைப்பு 18). மேலும், அந்த மின்வலு நிலையத்திலிருந்து மின்சாரத்தினை கொள்வனவு செய்யும் போது 2015 ஏப்ர் மாத அலகொன்றின் விலை கருத்திற்கொள்ளப்படுவதாகவும், மின்வலு நிலையத்திற்கு தேவையான எண்ணெய் விநியோகம் தொடர்பில் இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்திற்கு அறிவிக்கப்பட்டுள்ளதாகவும், முன்னர் பார்ஜ் மவுண்டன்ட் மின்வலு நிலையத்திற்காக ஒதுக்கப்பட்டிருந்த எண்ணெய் இருப்பினை எம்பிலிப்பிட்டிய மின்வலு நிலையத்திற்கு பயன்படுத்த திட்டமிடப்பட்டுள்ளதாக அந்த கடிதத்தில் குறிப்பிடப்பட்டிருந்தது.

5.5.14 மெ.வொ. 55 இயலளவுடைய மின் கொள்திறன் ஒன்று குறுகிய கால அடிப்படையில் கொள்வனவு செய்தவதற்காக 2016 ஏப்ரல் 05 திகதி பொதுப் பயன்பாடுகள் ஆணைக்குழுவிடம் அங்கீகாரம் கேட்டிருந்த போதிலும் (பின்னிணைப்பு 19) 2016 ஏப்ரல் 11 ஆந் திகதி இலங்கை பொதுப்பயன்பாட்டு ஆணைக்குழு (PUCSL) இனால் இ.மி.ச. பொது முகாமையாளருக்கு அனுப்பியிருந்த கடிதத்தின் மூலம் அது தொடர்பில் கலந்துரையாடுவதற்காக கூட்டமொன்று கோரப்பட்டிருந்தது (பின்னிணைப்பு 20). இதன் போது குறுங்கால அடிப்படையில் மின்வலு நிலையத்தினை நிறுவிய பின்னர் கட்டமைப்பின் நிலைத்த தன்மையை அதிகரிக்கும் விதத்தினை தெளிவுபடுத்துமானு கோரியிருந்ததுடன், இ.மி.ச. குறுங்கால அடிப்படையில் மின்வலு நிலையத்தை நிறுவிய போதிலும், கட்டமைப்பினை மேம்படுத்தல் அத்தியாவசியமானது என குறிப்பிட்டிருந்தது.

5.5.15 2016 ஏப்ரல் 22 ஆந் திகதிய கடிதத்தின் மூலம் பொதுப் பயன்பாட்டு ஆணைக்குழுவினால் குறுங்கால அடிப்படையில் மின்சாரத்தினை கொள்வனவு செய்வதுடன் தொடர்புடையதாக பின்வரும் அவதானிப்புகள் இலங்கை மின்சார சபைக்கு அறிவித்திருந்தது (பின்னிணைப்பு 21).

- i. இலங்கை மின்சார சபை அதிகாரச்சட்டத்தின் 43 (4) (c) (ii) பிரிவின் பிரகாரம், அனைத்து மின்சாரக் கொள்வனவுகளும் மேற்கொள்ளப்பட வேண்டும் என்பது மற்றும் இந்த திட்டவட்டமான மின்சக்தியை கொள்வனவு செய்யும் நடைமுறையின் மூலம் அந்த பிரிவு மீறப்பட்டுள்ளமை

(அ) ஆகக் குறைந்த கிரயம் நீண்ட கால உற்பத்தி திட்டத்தில் கோரப்பட்டுள்ள அவர மின்சார தேவைப்பாடு குறிப்பிடப்பட்டிராமை.

(ஆ) அமைச்சரவை விஞ்ஞாபனத்தை சமர்ப்பித்து அமைச்சரவையின் அங்கீகாரத்தினை பெற்றுக்கொள்வதற்கு முன்னர் இவ்வாறானதொரு பெறுகைக்காக இன் அங்கீகாரம் பெற்றுக்கொள்ளப்பட வேண்டியமை.

மேற்படி அவதானிப்புகளுக்கு உரியதாக 2016 மே 02 ஆந் திகதிய கடிதத்தின் மூலம் பொது முகாமையாளரினால் பின்வருமாறு பதில் வழங்கப்பட்டிருந்தது (பின்னிணைப்பு 22).

i. நான். அவசர மின் உற்பத்தி நிலையங்கள் குறைந்தபட்ச செலவு நீண்ட கால உற்பத்தி திட்டத்தில் சேர்க்கப்படாமை

நீண்ட கால உற்பத்தித் திட்டமானது நீண்ட கால உற்பத்தித் நிகழ்ச்சித் திட்டங்கள் தொடர்பான திட்டங்களை உள்ளடக்கியுள்ளதுடன், குறுகிய கால அவசர மின் தேவைகளை உள்ளடக்காது. இத்தகைய சூழ்நிலையில், உற்பத்தி அமைப்பில் குறுகிய கால செயலிழப்புகள் அவசர மின் உற்பத்தி நடவடிக்கைகளுக்கு குறுகிய கால மாற்று திட்டங்களை அவசியமாக்குகிறது.

ii. அமைச்சரவையின் அங்கீகாரத்தினை பெற்றுக்கொள்வதற்கு முன்னர், பொதுப் பயன்பாடுகள் ஆணைக்குழுவின் அங்கீகாரத்தினை பெற்றுக்கொள்ளாது காணப்பட்ட நிலைமையின் அடிப்படையில் மின்சார துண்டிப்பினை தடுப்பதற்காக இந்த நடைமுறையை மேற்கொள்ள நேர்ந்துள்ளதாகவும், நடைமுறை நிலைமைகளினுள் அவ்வாறான நடைமுறைகளை பின்பற்ற நேர்ந்ததாகவும் தெரிவிக்கப்பட்டிருந்தது.

5.5.16 மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சின் செயலாளரினால் PE/DEV/01/81/2015 இலக்கம் கொண்ட கடிதத்தின் மூலம் 2016 மே 04 திகதி தென்பகுதி மின்சார வலையமைப்பில் மின்சார கேள்வி மற்றும் வழங்கல் முகாமைத்துவத்திற்காக பரிந்துரைகள் சமர்ப்பிப்பதற்காக விஷேடத்துவ குழு ஒன்று நியமனம் செய்யப்பட்டிருந்தது.

5.5.17 பொருளாதார முகாமைத்துவம் தொடர்பான அமைச்சரவை உப குழுவினால் எடுக்கப்பட்ட தீர்மானத்தின் படி இலங்கை மின்வலுச் சட்டத்தின் படி 100 சதவீத

உரிமையை கொண்டுள்ள தனியார் கம்பனிகளுக்கு 25 மெ.வொ. ஐ விட கூடுதலான கொள்திறன் ஒன்றுடனான மின்வலு நிலையங்கள் நடாத்திச் செல்வதற்கு முடியாது எனவும், பொருளாதாரக் குழுவினால் அரசாங்க பங்குரிமையினை விலைகூறல் பதிவேட்டில் உட்படுத்த வேண்டும் எனவும் அறிவித்து PMO/01/ASP/2016/01(Volume 05) ஆம் இலக்கமுடைய 2016 நவம்பர் 13 திகதி பிரதமரின் செயலாளரினால் மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சின் செயலாளருக்கு அனுப்பப்பட்டிருந்தது (பின்னிணைப்பு 23).

5.5.18 மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரினால் சமர்ப்பிக்கப்பட்டிருந்த 2016 திசம்பர் 29 திகதிய அமைச்சரவை விஞ்ஞாபனத்தின் படி (பின்னிணைப்பு 24) வரையறுக்கப்பட்ட ஏஸ் பவர் எம்பிலிப்பிட்டி கம்பனியினால் கையொப்பமிடப்பட்ட உடன்படிக்கை மற்றும் அந்த உடன்படிக்கையின் பின்னர் மேற்கொள்ளப்பட்ட திருத்தங்களை அடிப்படையாகக் கொண்டு 2016 ஏப்ரல் 06 திகதி கையொப்பமிடப்பட்டிருந்த மின்சாரக் கொள்வனவு உடன்படிக்கை 2017 ஏப்ரல் 06 திகதி முதல் ஒரு வருட காலத்தினால் நீடிப்பு செய்வதற்கும், மின் உற்பத்தி நிலையங்களை கொள்வனவு செய்வதற்குரிய உரிய தரப்பினர் இணக்கம் தெரிவித்தால் அத்திகதி முதல் ஒரு வருட காலத்திற்காக கையொப்பம் இடப்பட்ட உடன்படிக்கை முடிவுறுத்தி மின் உற்பத்தி நிலையத்தை கொள்வனவு செய்வதற்காக முன்மொழியப்பட்டிருந்தது.

5.5.19 அந்த முன்மொழிவுக்காக இணங்கி நிதி அமைச்சரினால் பின்வரும் விடயங்கள் அவதானிக்கப்பட்டிருந்தது (பின்னிணைப்பு 25).

- i. வரட்சியான காலநிலை நிலைமை ஏப்ரல் வரை மாத்திரம் இருக்கக்கூடும் என எதிர்பார்ப்பதனால் ஒரு வருட காலத்திற்காக மின்சாரக் கொள்வனவு உடன்படிக்கையை நீடித்தல் இலங்கை மின்சார சபைக்கு மேலதிக கிரயம் ஒன்று ஏற்படுகின்றமையால் 06 மாத காலத்திற்காக மின்சாரம் பெற்றுக்கொள்ளக்கூடிய இயலுமையை கண்டறிய வேண்டும் என.
- ii. மின்வலு நிலையங்களை கொள்வனவு செய்யும் செய்முறையை விரைவுபடுத்துவதற்கு நடவடிக்கை எடுக்க வேண்டும் எனவும்.
- iii. கொள்திறன் கட்டணம் கொடுப்பனவு இலங்கை மின்சார சபைக்கு உச்ச மட்ட நலன்கள் கிடைக்கக்கூடியவாறு மேற்கொள்ள வேண்டும் என.

மேலே சமர்ப்பிக்கப்பட்டிருந்த அமைச்சரவை விஞ்ஞாபனம் தொடர்பாக கவனம் செலுத்தி நிதி அமைச்சரின் அவதானிப்புக்களில் காட்டப்பட்டிருந்தவாறு செயற்படுவதற்கு உட்பட அந்த முன்மொழிவுகளுக்கு அமைச்சரவை அங்கீகாரம் 2017 சனவரி 10 ஆந் திகதி வழங்கப்பட்டிருந்தது (பின்னிணைப்பு 26).

- 5.5.20 அதேபோல் தற்போது உடன்படிக்கைக் காலம் முடிவடைந்துள்ள ஏஸ் பவர் மின்வலு நிலையம், மாத்தறை ஏஸ் பவர் ஜெனரேஷன் மின்வலு நிலையம் மற்றும் புத்தளம் ஹெலதனவி மின்வலு நிலையம் ஆகிய மசகு எண்ணெய் மின்வலு நிலையங்களின் உடன்படிக்கைக் காலம் 01 வருடத்தினால் நீடிப்பதற்காக நிதி அமைச்சரின் அவதானிப்புக்களின் கீழ் (06 மாத காலத்திற்காக மின்சாரம் பெற்றுக்கொள்வதற்கான இயலுமையை கண்டறிதல் உட்பட) அமைச்சரவை அங்கீகாரம் கிடைத்திருந்தமையால், இந்த மின்வலு நிலையங்களின் தேவைப்பாடு கட்டாய நிலைமையில் காணப்படுவதால், இந்த மின்வலு நிலையங்களுக்காக ஒரு வருட காலத்திற்காக கையொப்பமிடுவதற்காக நடவடிக்கை எடுக்குமாறு 2017 ஜனவரி 18 திகதி மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சர் செயலாளரினால் இ.மி.ச. தலைவருக்கு அறிவிக்கப்பட்டிருந்தது (பின்னிணைப்பு 27).
- 5.5.21 2017 மே 17 திகதி நடாத்தப்பட்ட “பொருளாதார முகாமைத்துவம்” தொடர்பான அமைச்சரவை (CCEM) உப குழுவினால் தற்போதைய மின்வலு நிலைமை தொடர்பாக கவனம் செலுத்தியிருந்ததுடன் 60 மெ.வொ.மற்றும் 100 மெ.வொ. கொள்வனவு செய்வதற்கான அங்கீகாரம் வழங்கியிருந்ததாக பிரதமரின் செயலாளரினால் PMO/01/ASR/(CCEM)/2017/01 ஆம் இலக்கமுடைய 2017 மே 19 ஆந் திகதிய கடிதத்தின் மூலம் மின்வலு மற்றும் வலுச்சக்தி அமைச்சரின் செயலாளருக்கு அறிவிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 28)
- 5.5.22 2017 செப்தம்பர் 07 திகதிய “நாட்டில் தொடர்ச்சியாக மின்வழங்கலை உறுதிப்படுத்துவதற்காக 100 மெகா வொட்டிற்கான மேலதிக மின்சார கொள்திறன் ஒன்று பெறுகை செய்தல்” என மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சரினால் அமைச்சரவை விஞ்ஞாபனம் ஒன்று சமர்ப்பித்திருந்ததுடன் (பின்னிணைப்பு 29), அந்த விஞ்ஞாபனத்திற்காக 2017 ஒக்தோபர் 03 திகதி அமைச்சரவை அங்கீகாரம் வழங்கப்பட்டிருந்தது (பின்னிணைப்பு 30).
- 5.5.23 ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையத்தின் ஆயுட்காலம் 20 வருடங்களாக இருந்ததுடன், மேலும் 09 வருட காலம் அதனை பயன்படுத்தக்கூடியதாக இருந்தமையால் மின்வலு நிலையத்தை 17 மில்லியன் அ.டொ களுக்கு கொள்வனவு செய்வதற்கு அல்லது மின்வலுவை கொள்வனவு செய்யும் உடன்படிக்கையை மேலும் 03 வருடங்களுக்கு நீடிக்க 2017 செப்தம்பர் 15 திகதி நடைபெற்ற அமைச்சரவையினால் நியமனம் செய்யப்பட்ட கலந்துரையாடல் உடன்பாட்டுக் குழுவின் 7 வது கூட்டத்தில் தீர்மானம் எடுக்கப்பட்டிருந்தது (பின்னிணைப்பு 31). மேலும், 03 வருட காலத்தின் இறுதியில் இதனை இ.மி.ச. இற்கு கையளித்தல் தொடர்பில் நிதி மதிப்பீடொன்று மேற்கொள்ளப்பட்டு முழுமையான அறிக்கையொன்றை சமர்ப்பிக்குமாறு இ.மி.சபைக்கு அறிவுரை வழங்குவதற்கு.

- 5.5.24 இ.மி.ச. இனால் தொடர்ச்சியாக மின்சார வழங்கல் ஒன்றினை பெற்றுக்கொடுப்பதற்காக 100 மெ.வொ. மேலதிக மின்சக்தி ஒன்று கொள்வனவு செய்யும் போது LCLTGEP-2018-2037 இன் படி மாத்திரம் பெறுகையை அங்கீகரிப்பதற்கு நடவடிக்கை எடுக்கப்படும் என PUCSL ஆணைக்குழு 2017 ஒக்தோபர் 31 திகதி அறிவித்திருந்தது (பின்னிணைப்பு 32).
- 5.5.25 லக்ஷபான மற்றும் சமனல வெவ குறைந்தபட்சமேனும், அவசர பராமரிப்பு அலுவல்களுக்காக விடுவிப்பதற்காக மேலதிக மின்வலு கொள்திறன் ஒன்று அத்தியவசியமாக இருந்தமையால் 100 மெ.வொ. அளவு மேலதிக உற்பத்தி ஒன்றை தொடர்புபடுத்தும் கட்டாய தேவை நிலைமை ஒன்று ஏற்பட்டிருந்தது எனவும், அதன் காரணமாக மிகவும் விரைவாக மேலதிக மின்வலு நிலைய கட்டமைப்பு இணைக்க வேண்டும் எனவும், 2018 பெப்ரவரி 16 திகதிய பி.பொ (முறைமைக் கட்டுப்பாடு) இனால் மே.பொ(செலுத்துகை) களுக்கு அனுப்பப்பட்ட கடிதத்தின் மூலம் அழுத்தம் செய்யப்பட்டிருந்தது. (பின்னிணைப்பு 33)
- 5.5.26 தற்போது காணப்படும் சுதந்திர மின்வலு வழங்குனர்களிடையே குறைந்த விலை ஏஸ் பவர் எம்பிலிப்பிட்டிய மின்வலு நிலையத்தில் இருந்து வழங்கப்படுகின்றன என குறிப்பிட்டு மின் அலகு ஒன்றின் விலையை குறைப்பதற்காக கம்பனி இணங்கியிருக்காததுடன், குறைந்தபட்சம் ஒரு வருடத்தின் மின்வலு வழங்கல் உடன்படிக்கையை நீடிப்பதற்கு நடவடிக்கை எடுக்கப்படும் எனின் ஏனைய அனைத்து “அளவுரு” அவ்வாறே அந்த உடன்படிக்கைக்கு உட்படுத்தப்படும் எனின் Non escalable component of the capacity கட்டணம் 05 சதவீதத்தினால் குறைப்பதற்கு விருப்பம் என 2018 பெப்ரவரி 22 திகதி நடைபெற்ற அமைச்சரவையினால் நியமனம் செய்யப்பட்டிருந்த கலந்துரையாடல் உடன்பாட்டுக் குழுக் கூட்டத்தின் போது தெரிவித்திருந்தது (பின்னிணைப்பு 34).
- 5.5.27 ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக அமைச்சரவையினால் நியமனம் செய்யப்பட்ட கலந்துரையாடல் உடன்பாட்டுக் குழு ஒன்றும் மற்றும் தொழில்நுட்ப மதிப்பாய்வுக் குழு ஒன்றும் நியமனம் செய்யப்பட்டிருந்ததெனவும், மின்வலு நிலையத்திற்காக பெற்றிருந்த பெறுமதி மதிப்பீட்டுப் பெறுமதி மின்வலு நிலையங்களின் உரிமையாளர் மின்வலு நிலையத்தை விற்பனை செய்வதற்காக முன்மொழிந்துள்ள விலையை விட மிகவும் குறைவாக இருந்தமையால் விலையை குறைப்பதற்காக மின்வலு நிலைய உரிமையாளர் இணங்கியிருக்காமையால் மற்றும் பெறுமதி மதிப்பீட்டுத் தொகையை விட கூடிய விலைக்கு கொள்வனவு செய்வதற்காக கலந்துரையாடல் குழு இணங்கியிருக்கவில்லை என காட்டப்பட்டிருந்தது என்பதை குறிப்பிட்டு மின்வலு மீள்புத்தாக்க சக்தி அமைச்சரினால் “தனியார் மின்வலு நிலையங்களில் இருந்து தற்போது கொள்வனவு செய்யும் மின்சாரத்திற்கான கொள்வனவு செய்யும்

**உடன்படிக்கைகளின் உடன்படிக்கைக் காலத்தை நீடித்தல்”** என்ற பெயரில் சமர்ப்பிக்கப்பட்ட அமைச்சரவை விஞ்ஞாபனமொன்று (பின்னிணைப்பு 35) சமர்ப்பிக்கப்பட்டிருந்தது. மேலும், அதன் அடிப்படையில் 2017 மார்ச் 17 ஆந் திகதி கைச்சாத்திடப்பட்டுள்ள மின்சாரத்தினை கொள்வனவு செய்யும் உடன்படிக்கை 2018 ஏப்ரல் 06 ஆந் திகதி முதல் எதிர்வரும் 03 வருடங்களுக்கு நீடிப்பு செய்வதற்காக அதன் மூலம் முன்மொழியப்பட்டிருந்தது.

5.5.28 இ.மி.ச. இனால் மத்திய மற்றும் நீண்ட கால மின் உற்பத்தி திட்டங்கள் மின்சாரக் கேள்வி அதிகரித்தலை இனங்கண்டு செயற்படுவதற்கு முடியாமல் இருந்தமையால் மின்சார கொள்வனவுக்காக முன்மொழியப்பட்டிருந்த கூறுவிலைகளுக்கு நேரொப்ப கூடிய விலை ஒன்று என்ற காரணத்தினால் அது இ.மி.ச. இற்கு மற்றும் திறைசேரிக்கு மேலதிக நிதிப்பொறுப்பொன்று ஏற்படுகின்றதெனவும் அதன் காரணமாக இவ்வாறான நிலைமைகள் ஏற்படுவதற்கு முன்னர் இ.மி.ச. மற்றும் அமைச்சு செயற்பட வேண்டும் எனவும் தற்போது முன்மொழியப்பட்டுள்ள மின்வலு நிலையங்களின் நிலைமைகள் தொடர்பாக காலாண்டு அடிப்படையில் அறிக்கை ஒன்று அமைச்சரவை விஞ்ஞாபனத்தின் மூலம் அமைச்சரவைக்கு சமர்ப்பிப்பதற்கு நடவடிக்கை எடுக்கும் படி நிதி அமைச்சினால் தனது அவதானிப்பு என 2018 மார்ச் 26 ஆந் திகதி முன்மொழியப்பட்டுள்ளது (பின்னிணைப்பு 36). மேலும், மேலே 5.5.27 பந்தியில் காட்டப்பட்டுள்ள விஞ்ஞாபனத்திற்காக 2018 மார்ச் 27 திகதி நடைபெற்ற அமைச்சரவை கூட்டத்தில் அங்கீகாரம் வழங்கப்பட்டிருந்தது (பின்னிணைப்பு 37).

5.5.29 உற்பத்தி அனுமதிப்பத்திரத்தினை வழங்குவதற்கு இணக்கப்பாட்டினை தெரிவிக்கும் கடிதமொன்று அல்லது உற்பத்திக் கடிதத்தினை வழங்கும் வரையிலும் 03 வருட காலப்பகுதிக்காக மின்சாரத்தினை கொள்வனவு செய்வதற்கான உடன்படிக்கையை நீடிப்பதற்காக எதிர்ப்புக்கள் இல்லை என 2018 மார்ச் 29 ஆந் திகதிய DMG/(EPT)Extension/02 ஆம் இலக்க கடிதத்தின் மூலம் PUCSL இடமிருந்து பெற்றுத்தருமாறு இ.மி. சபையினால் ஏஸ் பவர் எம்பிலிபிட்டிய தனியார் கம்பனியிடமிருந்து கோரியிருந்தது (பின்னிணைப்பு 38). மேலும், உடன்படிக்கையை நீடிப்பதற்கு முடியாமல் போனால் 2018 ஏப்ரல் 06 திகதி நன்பகல் 12 மணி முதல் மின்சார உற்பத்தியை நிறுத்துவதற்கு நேரிடும் என ஏஸ் பவர் எம்பிலிபிட்டி தனியார் கம்பனி PUCSL இற்கு 2018 ஏப்ரல் 02 ஆந் திகதிய APE/STPPA/EXT/2018 ஆம் இலக்க கடிதத்தின் மூலம் அறிவித்திருந்தது (பின்னிணைப்பு 39).

5.5.30 தொடர்ச்சியான மின்சாரம் விநியோகத்தினை உறுதிப்படுத்துதல் அரசின் பொறுப்பொன்றாக இருப்பதனால் தவிர்க்க முடியாத சந்தர்ப்பம் ஒன்றின் போது அல்லது மின் துண்டிப்பு மேற்கொள்ளக்கூடாது எனவும், மின் துண்டிப்பு ஒன்று தேசிய பொருளாதாரத்திற்கு மிகவும் பிரதிகூலமான முறையில் தாக்கத்தை

ஏற்படுத்தக்கூடியதெனவும், அதன்படி, ஏஸ் பவர் எம்பிலிப்பிட்டி, ஏஸ் பவர் ஜெனரேஷன் மாத்தறை மற்றும் ஏசியா பவர் மின்வலு நிலையங்களில் இருந்து மின்சாரம் கொள்வனவு செய்வதற்காக அனுமதி வழங்கப்பட்டிருந்ததென 2018 மே 17 ஆந் திகதிய மின்வலு மீள்புத்தாக்க சக்தி அமைச்சினால் இ.மி.ச.விற்கு அறிவித்திருந்தது (பின்னிணைப்பு 40).

5.5.31 2018 ஆகஸ்ட் 06 திகதிய PE/TEN/CANC/SS/2016/22 ஆம் இலக்க மின்வலு மீள்புத்தாக்க வலுச்சக்தி அமைச்சு செயலாளரினால் எம்பிலிப்பிட்டி மின்வலு நிலையத்திலிருந்து மின்சாரம் பெற்றுக்கொள்வதற்காக இ.மி.ச. இனால் அமைச்சிடமிருந்து விசேட அங்கீகாரம் கோரியிருந்த போதும் இந்த கோரிக்கையை அடிப்படையாகக் கொண்டு பொருளாதார மற்றும் சமூகம் ரீதியான தாக்கங்களை கவனத்தில் எடுத்து அமைச்சு செயலாளரினால் விசேட கட்டளை ஒன்று வழங்கியிருந்ததெனவும் ஜனாதிபதி செயலாளருக்கு அறிவிக்கப்பட்டிருந்தது (பின்னிணைப்பு 41). மேலும், பின்வருமாறு அனல் மின்வலு நிலையங்களின் அலகுக்கான கிரயமும் காட்டப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 15 - அனல் மின்வலு நிலையங்களின் அலகுக்கான கிரயம்**

மின்வலு நிலையத்தின் பெயர்	மின்சார அலகு ஒன்றின் சராசரி கிரயம்
களனிதிஸ்ஸ Gas Turbines	37.31
களனிதிஸ்ஸ கூட்டிணைந்த சுழற்சி	22.27
சபுகஸ்கந்த	22.89
சிறு அளவிலான உற்பத்தி	63.94
உதுரு ஜனனி	25.00
பார்ஜ் மவுண்ட்	19.59
லக்விஜய	9.31
Asian பவர்	24.69
ஸொஜேட்ஸ் களனிதிஸ்ஸ	22.49
ஏஸ் பவர் எம்பிலிப்பிட்டி	23.64
ஏஸ் பவர் ஜெனரேஷன் மாத்தறை	24.41
வெஸ்ட் கொஸ்ட்	29.85

5.5.32 மேலுள்ள அட்டவணையின் படி ஏஸ் பவர் எம்பிலிப்பிட்டி, ஏஸ் பவர் ஜெனரேஷன் மாத்தறை ஆகிய மின்வலு நிலையங்களில் இருந்து மின்சாரம் பெற்றுக்கொள்ள முடியும் என இனங்காணப்பட்டிருந்ததெனவும் அறிவிக்கப்பட்டிருந்தது. மேலும், பின்வரும் முடிவுகளும் வழங்கப்பட்டிருந்தது.





(பின்னிணைப்பு 44)

04

2022 மார்ச் 28

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6 மாதங்கள்

(பின்னிணைப்பு 45)

5.5.34 அந்த உடன்படிக்கைக் காலம் நீடிக்கும் போது ஆரம்பத்தில் காணப்பட்ட உடன்படிக்கையில் காணப்பட்ட கட்டணம் பின்வரும் அட்டவணையில் குறிப்பிட்டுள்ளவாறு திருத்துவதற்கு நடவடிக்கை எடுக்கப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 17 – ஆரம்ப உடன்படிக்கையில் கட்டணத் திருத்தங்களை மேற்கொள்ளல்**

உடன்படிக்கை சந்தர்ப்பம்	ஆக்கக்கூறு	2015 ஏப்ரல்	குறைத்தல்	கி.வோ. மணித்தியாலத்திற்கான அ.டொலர்	குறைத்தல் (%)
1	Non Fuel of the Energy Charges (மாறும் செயற்பாடுகள் மற்றும் பராமரிப்பு செலவினங்களுக்காக)	0.008486899	0.000032802	0.008454097	0.39
2	Escalable Component (நிர்வாகச் செலவினம், நிலையான செயற்பாடுகள் மற்றும் பராமரிப்பு செலவினம் மற்றும் உரிய செலவினங்களுக்காக)	0.002254333	0.000120994	0.002133339	5.37
3	Non Escalable Component (உரிமை மூலதனத்திற்கான பெறுபேறுகளுக்காக)	0.006600000	0.000330000	0.006270000	5.0

5.5.35 ஆரம்ப உடன்படிக்கை காலமாகிய 2005 ஏப்ரல் 06 – 2015 ஏப்ரல் 06 காலப்பகுதியில் இ.மி.ச. இனால் மின் அலகுகள் 5,748 கிகா வாட் மணித்தியாலங்கள் கொள்வனவு செய்து அதற்காக ரூபா 92,746 மில்லியன்

தொகை (தாமத வட்டி உள்ளடங்கலாக அனைத்து கட்டணங்களும்) செலுத்தியிருந்தது. உடன்படிக்கை காலம் நீடிப்பு செய்யப்பட்ட பின்னர் (2016 ஏப்ரல் 06 ஆந் திகதி முதல் 2021 ஏப்ரல் 06 ஆந் திகதி வரையிலும்) 2,333 கி.வொ. அலகுகள் மின்சாரத்தினை கொள்வனவு செய்வதற்காக இலங்கை மின்சார சபை நடவடிக்கை எடுத்திருந்ததுடன், அதற்காக ரூபா 59,454 மில்லியன் (தாமத வட்டி உள்ளடங்கலாக அனைத்து கட்டணங்களும்) செலவிடப்பட்டிருந்தது.

5.5.36 உடன்படிக்கைக் கால நீடிப்பு செய்த பின்னர் (2016 ஏப்ரல் 06 திகதி முதல் 2021 ஏப்ரல் 06 ஆந் திகதி வரை) கீழே அட்டவணையில் காட்டப்பட்டுள்ளவாறு 3,462 கி.வொ. இற்காக குறைந்த சான்றுபடுத்திய வலுச்சக்தி மின் அலகு எண்ணிக்கை கொள்வனவு செய்வதற்கு இணங்கியிருந்ததுடன், உண்மையாக கொள்வனவு செய்திருந்த அலகுகளின் எண்ணிக்கை 2,333 கி.வொ. எனப்படும் 67 சதவீதம் ஆகும். இந்தக் காலப் பகுதியில் மொத்த கொள்திறன் கட்டணமாக ரூபா 4,892 மில்லியன் தொகை செலுத்தியிருந்ததுடன், அது மின் அலகு ஒன்றிற்காக ரூபா 1.41 தொகையாக இருந்தது. அதேபோல் குறிப்பிட்ட காலப் பகுதியில் கொள்திறன் கட்டணங்களுக்குரிய தாமத வட்டியாக ரூபா 51 மில்லியன் தொகை செலுத்தப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 18 – கொள்திறன் கட்டணம் (ரூபா மில்லியன்)**

உடன்படிக்கைக் காலம்	மின் அலகுகள் (கிகா வொட்)		%	கொள்திறன் கட்டணம்		தாமத வட்டி ரூபா	மொத்தம் ரூபா
	MGEA	உள்ளவாறான		Escalable ரூபா	Non Escalable ரூபா		
2016 -2017	659	511	78	208	611	5	824
2017-2018	698	512	73	229	672	8	908
2018-2021	2,105	1,310	62	806	2,368	38	3211
<b>மொத்தம்</b>	<b>3,462</b>	<b>2,333</b>	<b>67</b>	<b>1,242</b>	<b>3,650</b>	<b>51</b>	<b>4,943</b>

(மூலம் - மின்வலுவினை கொள்வனவு செய்யும் கிளை, இ.மி.ச.)

5.5.37 உடன்படிக்கை காலம் நீடித்த பின்னர் (2016 ஏப்ரல் 06 திகதி முதல் 2021 ஏப்ரல் 06 ஆந் திகதி வரை) கீழே அட்டவணை இலக்கம் 19 இல் காட்டப்பட்டுள்ளவாறு வலுச்சக்திக் கட்டணமாக ரூபா 50,953 மில்லியன் தொகை செலுத்தப்பட்டிருந்ததுடன், அது கிலோ வொட் அலகு ஒன்றிற்கு ரூபா 21.84 தொகை ஆக இருந்தது. மேலும், வரி மீளளிப்பு செலவு மற்றும் தாமத வட்டி என

முறையே ரூபா 672 மில்லியன் தொகை, ரூபா 1,499 மில்லியன் மற்றும் ரூபா 1,313 மில்லியனுமாக முறையே செலுத்தப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 19 – வலுச் சக்திக் கட்டணம் (ரூபா மில்லியன்)**

உடன்படிக்கைக் காலம்	எரிபொருள் வீதாசாரம்	எரிபொருள் போக்குவரத்து கட்டணம்	வலுச் சக்திக் கட்டணத்தில் எரிபொருள் அல்லாத ஆக்கக்கூறு	நிறுத்தப்படல் கட்டணம்	வரி மீளளிப்பு	தாமத வட்டி	சீராக்கம் *	மொத்தம்	உடன்படிக்கை காலம்
2016 - 2017	10,169	120	640	10,928	139	400	55	21	11,543
2017- 2018	9,423	140	664	10,227	168	276	176	8	10,855
2018 - 2021	27,397	393	2,008	29,798	366	822	1,081	46	32,113
<b>மொத்தம்</b>	<b>46,988</b>	<b>652</b>	<b>3,313</b>	<b>50,953</b>	<b>672</b>	<b>1,499</b>	<b>1,313</b>	<b>75</b>	<b>54,512</b>

(மூலம் - மின்சாரத்தினை கொள்வனவு செய்யும் கிளை, இ.மி.ச.)

\* செலாவணி மாற்று வீதத்தின் அடிப்படையிலான கொடுப்பனவு

5.5.38 இ.மி.ச. இனால் கலம்பு பவர் தனியார் கம்பனிக்கு சொந்தமான பார்ஜ் மவுண்டட் (Barge Mounted) மின்வலு நிலையத்தின் செயற்பாட்டு அலுவல்களின் கால நீடிப்பு செய்வதற்காக மேற்கொண்டிருந்த சாத்தியக்கூறு ஆய்வின் படி (பின்னிணைப்பு 46) தென் பகுதியில் காணப்படும் நெருக்கடியைத் தீர்ப்பதற்காக போலவே அந்தப் பிரதேசத்திற்கு மிகவும் சிறந்த மின்அழுத்த மாதிரி ஒன்று மற்றும் மிகவும் சிறந்த நிறந்தர முறைமையொன்றை ஏற்படுத்துவதற்காக செயற்பட வேண்டும் என 2015 மார்ச் அளவில் இனங்கண்டிருந்தது. எனினும் இங்கு தென்பகுதியில் காணப்படும் மின் சக்தி நெருக்கடியை தீர்ப்பதற்காக திட்டமிடப்பட்டுள்ள மாற்று சந்தர்ப்பங்களுக்கு செலவு ஏற்படும் என எதிர்பார்க்கப்பட்டிருந்த செலுத்துகை கிரயம் மற்றும் 2016 ஏப்ரல் 06 ஆந் திகதி முதல் 2021 ஏப்ரல் 06 ஆந் திகதி வரையிலும் ஏஸ் பவர் கம்பனிக்கு செலுத்தியிருந்த கொள்திறன் கட்டணங்கள் கீழ்வரும் அட்டவணையில் காட்டப்பட்டுள்ளது.

அட்டவணை இலக்கம் 20 – மின்வலு நெருக்கடியை தீர்ப்பதற்காக முன்மொழியப்பட்டுள்ள மாற்றுச் சந்தர்ப்பங்களுக்காக செலவிட நேரிடும் என எதிர்பார்க்கப்பட்டிருந்த செலுத்துகைக் கிரயம் மற்றும் ஏஸ் பவர் கம்பனிக்கு செலுத்தியிருந்த கொள்திறன் கட்டணம்

மாற்று சந்தர்ப்பம்	முன்மொழிதல்கள்	முதலீடு செய்வதற்கு எதிர்பார்க்கப்படும் செலுத்துகைக் கிரயம்	ஏஸ் பவர் எம்பிலிப்பிட்டிக்கு செலுத்தியிருந்த கொள்திறன் கட்டணம்	பவர் எம்பிலிப்பிட்டிக்கு செலுத்தியிருந்த கொள்திறன் கட்டணம்
		ரூபா மில்லியன்	ரூபா மில்லியன்	
2	ஏஸ் பவர் இன்றி ஏஸ் பவர் ஜெனரேசன் மாத்தறை மின்வலு நிலையத்தின் காலத்தை நீடித்து அத்துடன் பாஜ்மவுன்ட்டட் மின்வலு நிலையத்தை ஹம்பாந்தோட்டை பிரதேசத்திற்கு மாற்றுதல்	384	4,892	
5	பாஜ்மவுன்ட்டட் மின்வலு நிலையத்தை ஹம்பாந்தோட்டை பிரதேசத்திற்கு மாற்றுதல் மற்றும் ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையம் மற்றும் ஏஸ் பவர் ஜெனரேசன் மாத்தறை மின்வலு நிலையம் பயன்படுத்தாமை	431	4,892	

5.5.39 ஆரம்ப உடன்படிக்கையின் 11 ஆம் பிரிவின் பிரகாரம், அதில் உள்ளடக்கப்பட்டுள்ள உரு பிரிவு (11.1 மற்றும் 11.2) இன் அடிப்படையில் (Buy out Event) இ.மி.ச. அல்லது கம்பனியினால் உடன்படிக்கையை முடிவுறுத்தும் அறிவித்தலொன்று வெளியிடப்பட்ட போது இ.மி. சபைக்கு அல்லது கம்பனிக்கு Buy out அறிவித்தலொன்றை வெளியிட முடியும். மின்வலு நிலையத்தின் பணிகளை ஆரம்பித்த பின்னர் அவ்வாறான Buy out அறிவித்தலொன்று வெளியிடப்பட்டுள்ள போது உடன்படிக்கையில் குறிப்பிடப்பட்டுள்ள Buy out விலையின் அடிப்படையில் மின்வலு நிலையத்தினை கொள்வனவு செய்வதற்கு இ.மி.ச. கடப்பட்டுள்ளதுடன், கம்பனி மின்வலு நிலையத்தினை இ.மி. சபைக்கு கையளிப்பதற்கு கடப்பட்டுள்ளது. இ.மி.ச. அல்லது கம்பனி Buy out அறிவித்தல் 10 ஆவது ஆண்டில் வெளியிடப்பட்டிருப்பின் Buy out விலை 0 அமெரிக்க டொலர் ஆகும். 10 வருடங்களின் உடன்படிக்கை முடிவுறுத்தப்படல், Buy out Event ஒன்றாக உடன்படிக்கையில் உள்ளடக்கப்பட்டிருக்கவில்லை. எவ்வாறான போதிலும், 2000 யூன் 05 ஆந் திகதிய ஏஸ் களனிதிஸ்ஸ (தனியார்) கம்பனியுடன் கைச்சாத்திடப்பட்ட மின்சாரத்தினை கொள்வனவு செய்யும் உடன்படிக்கை மற்றும் 2007 சனவரி 10 ஆந் திகதி வெஸ்ட் கொஸ்ட் பவர் (தனி) கம்பனியுடன் கைச்சாத்திடப்பட்ட மின்சாரத்தினை கொள்வனவு செய்யும் உடன்படிக்கையின் 14.1 ஆம் பிரிவின் பிரகாரம், அந்த மின்வலு நிலையம் (163.15 மெ.வோ ஆன களனிதிஸ்ஸ மின்வலு நிலையம் மற்றும் 300 மெ.வோ. கெரவலப்பிட்டியவில் அமைந்திருந்த மின்வலு நிலையம்) அந்த உடன்படிக்கைகளில் குறிப்பிடப்பட்ட Buy out Events இன் அடிப்படையில் கொள்வனவு செய்யும் சந்தர்ப்பம் இ.மி. சபைக்கு உரித்தானதாக காணப்படுவதுடன், உடன்படிக்கை காலம் நிறைவடைதல், Buy out Event ஆக உடன்படிக்கைகளில் குறிப்பிடப்பட்டிருக்கவில்லை. உடன்படிக்கை காலப்பகுதி நிறைவடைந்தமையின் அடிப்படையில் களனிதிஸ்ஸ மின்வலு நிலையம் மற்றும் கெரவலப்பிட்டியவில் அமைந்திருந்த மின்வலு நிலையம் முறையே அமெரிக்க டொலர் ஒன்றிற்கு மற்றும் யூரோ ஒன்றிற்கு (Buy out விலை) இ.மி. சபைக்கு கொள்வனவு செய்ய இயலும் என்பது குறிப்பிடப்பட்டிருந்தது.

5.5.40 பொதுப் பயன்பாடுகள் ஆணைக்குழுவினால் அவதானிக்கப்பட்ட தற்போதைய மின்சார நெருக்கடிக்கு காரணமாக அமைந்த விடயங்களை உள்ளடக்கிய 2022 மார்ச் 12 ஆந் திகதி அறிக்கையின் பிரகாரம் (பின்னிணைப்பு 47) தென் பகுதியில் மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக்காண்பித்து இ.மி. சபையினால் பொதுப் பயன்பாடுகள் ஆணைக்குழுவிடமிருந்து அவசர மின்சாரக் கொள்வனவிற்காக 2016 ஆம் ஆண்டு முதல் பின்வரும் சந்தர்ப்பங்களில் கோரிக்கை விடுக்கப்பட்டுள்ளதாக தெரிவிக்கப்பட்டிருந்தது. 2016 மே 02 ஆந் திகதி GM/542 ஆம் இலக்க இ.மி.ச. எனும் கடிதத்தில் தென் பிராந்திய மின்சாரக்

கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து அவசர மின்சார தேவைப்பாட்டினை கோரல்.

- i. 2016 மே 02 ஆந் திகதி GM/542 ஆம் இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்திடம் கோரல்.
- ii. 2016 ஏப்ரல் 01 ஆந் திகதி AGM(CS)/CS/18 ஆம் இலக்க கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் மற்றும் ஏஸ் மாத்தறை மின்வலு நிலையத்திடமிருந்து தேவைப்பாட்டினை கோருதல்.
- iii. 2018 ஏப்ரல் 04 ஆந் திகதி ஆம் AGM(CS)/DG(CS&RA)/REG/7 இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் மற்றும் ஏஸ் மாத்தறை மின்வலு நிலையத்திடமிருந்து தேவைப்பாட்டினை கோருதல்.
- iv. 2018 ஏப்ரல் 04 ஆந் திகதி ஆம் CEB/CH/183/2018 இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் மற்றும் ஏஸ் மாத்தறை மின்வலு நிலையத்திடமிருந்து தேவைப்பாட்டினை கோருதல்.
- v. 2018 செப்தம்பர் 28 ஆந் திகதி ஆம் AGM/TR/TEC/78 இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் மற்றும் ஏஸ் மாத்தறை மின்வலு நிலையத்திடமிருந்து தேவைப்பாட்டினை கோருதல்.
- vi. 2021 மார்ச் 04 ஆந் திகதி ஆம் AGM(CS)/DGM(CS&RA)/REG/7 இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நிலவிய சிக்கல்களை சுட்டிக் காண்பித்து ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் மற்றும் ஏஸ் மாத்தறை மின்வலு நிலையத்திடமிருந்து தேவைப்பாட்டினை கோருதல்.
- vii. 2022 மார்ச் 09 ஆந் திகதி ஆம் DGM(CS&RA)/REG/7 இலக்க இ.மி.ச. கடிதத்தில் தென் பிரதேச மின்சாரக் கட்டமைப்பில் நாளொன்றுக்கு 03 மணித்தியாலங்கள் மற்றும் 45 நிமிட மின்சார தடை காணப்படும் சந்தர்ப்பம்

என்பதால் அந்த ஏஸ் பவர் எம்பிலிப்பிட்டிய மின்வலு நிலையத்தினை கொள்வனவு செய்வதற்கு கோரிக்கை விடுத்தல்.

தெற்கு பிரதேசத்தின் மின்சாரக் கட்டமைப்பினை வலுப்படுத்துவதற்கான பின்வரும் நிலைமாற்றல் பாதைகளை உரிய காலத்தில் நிறைவு செய்யப்படவில்லை என்பதும், இந்த நிலைமாற்றல் பாதைகளை மின்சாரக் கட்டமைப்பிற்கு இணைப்பதற்கு ஐந்து வருடங்களுக்கு மேற்பட்ட கால தாமதமொன்று நிலவுகின்றமை மற்றும் இந்த தாமதங்கள் தென் பிரதேசத்தின் மின்சாரக் கட்டமைப்பின் சிக்கலுக்கு காரணமாக அமைந்திருந்ததாக மற்றும் அந்த அறிக்கையில் குறிப்பிடப்பட்டுள்ளது.

- i. நிலைமாற்றல் அபிவிருத்தி திட்டம் - 2013 இன் பிரகாரம், நடைமுறைப்படுத்தப்பட்ட அம்பலங்கொட - காலி 132KV நிலைமாற்றல் பாதை 2017 ஆம் ஆண்டின் போது நிறைவு செய்யப்பட்டுள்ள போதிலும், அறிக்கையின் திகதி வரையிலும் கட்டமைப்புடன் இணைக்கப்படவில்லை.
- ii. நிலைமாற்றல் அபிவிருத்தி திட்டம் - 2013 இன் பிரகாரம், புதிய பொல்பிட்டிய - ஹம்பாந்தோட்டை 220KV நிலைமாற்றல் பாதை 2017 ஆம் ஆண்டின் போது நிறைவு செய்யப்பட்டுள்ள போதிலும், அறிக்கையின் திகதி வரையிலும் நிறைவு செய்யப்படவில்லை.
- iii. நிலைமாற்றல் அபிவிருத்தி திட்டம் - 2013 இன் பிரகாரம், கொத்மலை - புதிய பொல்பிட்டிய 220KV நிலைமாற்றல் பாதை 2017 ஆம் ஆண்டின் போது நிறைவு செய்யப்பட வேண்டிய போதிலும், அறிக்கையின் திகதி வரையிலும் நிறைவு செய்யப்படவில்லை.
- iv. நிலைமாற்றல் அபிவிருத்தி திட்டம் - 2017 இன் பிரகாரம், ஹொரணை - பாதுக்க 220KV நிலைமாற்றல் பாதை 2021 ஆம் ஆண்டின் போது நிறைவு செய்யப்பட வேண்டிய போதிலும், அறிக்கையின் திகதி வரையிலும் நிறைவு செய்யப்படவில்லை.

## 5.6 மின்சார சபையினால் மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக நடவடிக்கை எடுத்தல்

- 5.6.1 உடன்படிக்கையின் செல்லுபடியாகும் காலமாகிய 10 வருட காலம் 2005 ஏப்ரல் 06 ஆந் திகதி முதல் 2015 ஏப்ரல் 06 திகதி முடிவடைந்த பின்னர் அப்போது காணப்பட்ட அவசர மின்வலுத் தேவையினை கருத்திற்கொண்டு, இந்த மின்வலு நிலையம் இலங்கை மின்சார சபையினால் கொள்வனவு செய்வது தொடர்பில் கருத்திற்கொள்வதற்கு 2016 மார்ச் 23 ஆந் திகதி கூடிய அமைச்சரவையில்



தீர்மானிக்கப்பட்டிருந்தது. அதன் பிரகாரம், அமைச்சரவையினால் மின்சார நிலையத்தினை கொள்வனவு செய்வதற்காக கலந்துரையாடல் மேற்கொள்ள நியமித்த கலந்துரையாடல் உடன்படிக்கை குழுவினால் குறித்த கம்பனியால் கம்பனியை விற்பனை செய்வதற்கு விருப்பமான கூறுவிலைகளை கோரியிருந்ததுடன், மின்வலு நிலையத்தின் உரிமையாளர்கள் அதற்காக ஐ.அ.டொலர் 17 மில்லியனுக்கு (ரூபா 2,446,300,000) தொகையான கேள்வியென்று சமர்ப்பிக்கப்பட்டிருந்தது.

5.6.2 மேற்குறித்தவாறு அமைச்சரவையினால் மின்வலு நிலையத்தை கொள்வனவு செய்வதற்கு கலந்துரையாடல் மேற்கொண்ட கலந்துரையாடல் உடன்படிக்கை குழு மற்றும் தொழில்நுட்ப மதிப்பீட்டு குழு மின்வலு நிலையத்தின் பெறுமதியை தீர்மானிப்பதற்காக அரசு பிரதான பெறுமதி மதிப்பீட்டாளரிடம் பெறுமதி மதிப்பீட்டு அறிக்கை ஒன்று பெற்றுக்கொள்வதற்காக திட்டமிடப்பட்டிருந்த போதிலும் அதன்படி இ.மி.ச. இனால் பெறுமதி மதிப்பீட்டு அறிக்கையொன்று அழைக்கப்பட்டிருந்தது.

5.6.3 அந்த பெறுமதி மதிப்பீட்டு அறிக்கை 2017 யூலை 07 ஆந் திகதி வெளியிடப்பட்டிருந்ததுடன், அந்த மின்வலு நிலையத்தின் பெறுமதி ரூபா 2,370 மில்லியன் என காட்டப்பட்டிருந்ததுடன் பெறுமதி மதிப்பீட்டாளரினால் மின்வலு நிலையத்தின் பெறுமதியை தீர்மானிப்பதற்காக அட்டவணை இலக்கம் 21 இல் குறிப்பிடப்பட்டுள்ள எண்ணியலான பெறுமதிகள் பயன்படுத்தப்பட்டிருந்தன (பின்னிணைப்பு 48).

**அட்டவணை – 21 மதிப்பீட்டாளரின் மின்வலு நிலையத்தின் பெறுமதிகள்**

அளவுருக்கள்	பெறுமதிகள்
உச்ச கொள்திறன் மெகா வொட்	100
மின் அலகு ஒன்றின் விற்பனை விலை ரூபா	22
பயன்தரு ஆயுட்காலம் - ஆண்டுகள்	08
செயற்பாட்டு கொள்திறன்	48%
நேர் உற்பத்திச் செலவுகள் (செயற்பாட்டு வருமானத்தில்)	85%
ஏனைய செயற்பாட்டுச் செலவுகள் (மொத்த இலாபத்தில்)	65%
தேறிய இலாபம் (ரூபா)	479,001,600
கழிவுக் காரணி 9.5% 8 வருடங்களுக்காக திரட்டிய	5.4334
கழிவுக் காரணி	

5.6.4 பெறுமதி மதிப்பீட்டாளர்களினால் பெறுமதி மதிப்பீட்டுக்காக ஒப்பந்த அடிப்படையில் (வரிமை முறை எண் 1) மற்றும் இலாப முறை (வரிமை முறை 2) அடிப்படையாகக் கொண்டு மின்வலு நிலையத்தின் விற்பனைப் பெறுமதியை பெறுமதி மதிப்பீடு செய்யப்பட்டுள்ளது. அதன் மூலம் கிடைத்த விளைவின் படி மேற்கூறிய பெறுமதிக்காக ஒப்பந்த அடிப்படையின் மூலம் கிடைத்திருந்த பெறுமதி மின்வலு நிலையத்தின் வர்த்தக பெறுமதி என எடுக்கப்பட்டிருந்தது. அதேபோல் மின்வலு நிலையத்தின் செயற்பாட்டு கொள்திறன், உற்பத்திச் செலவு மற்றும் ஏனைய செயற்பாட்டுச் செலவுகள் தொடர்பாக பெறுமதிகளை கணிப்பதற்காக 2012/13 ஆண்டு முதல் 2016 ஆண்டு வரை கம்பனியின் நிதி மற்றும் செயற்பாட்டுத் தகவல்களை அடிப்படையாக கொள்ளப்பட்டது.

5.6.5 இந்த பெறுமதி மதிப்பீட்டிற்காக பெறுமதி மதிப்பீட்டாளரினால் பயன்படுத்தப்பட்ட கொள்திறன் பெறுமதி 48 சதவீதமாக காணப்பட்டதுடன், அதற்காக இரண்டு வருட காலப்பகுதியில் பெற்றுக்கொள்ளப்பட்ட மின்வலு (2014 ஆம் ஆண்டு, 2015 ஆம் ஆண்டின் 3 மாதங்கள் மற்றும் 6 நாட்கள் மற்றும் 2016 ஆம் ஆண்டின் 8 மாதங்கள் மற்றும் 25 நாட்கள்) மாத்திரம் கருத்திற்கொள்ளப்பட்டிருந்தது. எவ்வாறான போதிலும், ஆரம்ப உடன்படிக்கை காலத்தினுள் (10 வருட) பெற்றுக்கொள்ளப்பட்ட மின்வலு நிலையத்தின் உச்ச இயலாவுடன் ஒப்பிடும் போது அது 66.9 சதவீதமாக வெளிப்படுத்தப்பட்டது. அதேபோல் மின்வலு நிலையத்தின் உடன்படிக்கைக் காலத்தை நீடிப்பதற்காக நடவடிக்கை எடுத்த பின்னர் மின்வலு நிலையத்தினால் பயன்படுத்தப்பட்டிருந்த கொள்திறனின் சராசரி பெறுமதி 67.38 சதவீதம் என உறுதிப்படுத்தப்பட்டது. மதிப்பீட்டாளரினால் தேறிய இலாபத்தில் ஏனைய செயற்பாட்டு செலவினங்களை கணிப்பீடு செய்வதற்காக நான்கு வருட நிதித் தகவல்கள் (2012/13, 2013/14, 2014/15 மற்றும் 2015/16) பயன்படுத்தப்பட்டிருந்ததுடன், இ.மி. சபையுடன் காணப்பட்ட ஆரம்ப உடன்படிக்கை நிறைவடைந்தமையின் அடிப்படையில் கழிவுச் சொத்துக்களின் தேறிய அழிவு நட்டமாக 2014/15 ஆம் ஆண்டின் போது இனங்காணப்பட்டிருந்த ரூபா 431,751,418 மற்றும் இருப்பு மற்றும் ஏனைய சொத்து சேதங்களாக 2015/16 ஆம் ஆண்டின் போது இனங்காணப்பட்டிருந்த ரூபா 305,960,036 தொகை ஏனைய செயற்பாட்டு செலவினங்களில் உள்ளடங்கியிருந்தது. அந்த அழிவு நட்டங்கள் நீங்கலாக தேறிய இலாபத்தின் ஏனைய செயற்பாட்டு செலவினங்கள் 55 சதவீதம் மாத்திரம் என வெளிப்படுத்தப்பட்டுள்ளது. அவ்வாறே, மின்வலு நிலையத்தின் உடன்படிக்கை உடன்படிக்கை காலத்தை நீடிப்பு செய்வதற்கு நடவடிக்கை எடுக்கப்பட்ட பின்னர் ஐந்து வருட காலத்தினுள் அதாவது 2016/2017, 2017/2018, 2018/2019, 2019/ 2020 மற்றும் 2020/2021 இற்காக ரூபா 6,813,360,650 ஆன தேறிய இலாபமொன்று ஈட்டப்பட்டிருந்தது.

5.6.6 அதன்படி, மதிப்பீட்டாளரினால் மேற்கொள்ளப்பட்ட இலாப முறைமையின் கீழ் கணிப்பீடு செய்வதற்காக மேற்குறிப்பிடப்பட்டவாறு 66.9 சதவீத கொள்திறன் பெறுமதி மற்றும் 55 சதவீதமான மொத்த இலாபத்தின் ஏனைய செயற்பாட்டு செலவினங்கள் பதிலீடு செய்து மின்வலு நிலையத்தின் பெறுமதியை மதிப்பீடு செய்த போது மின்வலு நிலையத்தின் பெறுமதியை மதிப்பீடு செய்த போது மின்வலு நிலையத்தின் பெறுமதி ரூபா 4,176 மில்லியனுக்கு அண்மிய பெறுமதியை கொண்டிருந்தது. மேலும், இலாப முறைமையின் கீழான கணிப்பீட்டுக்காக மேற்குறிப்பிட்ட தொகை ரீதியான பெறுமதியை பயன்படுத்துவதற்கு பதிலாக 10 வருட காலமான ஆரம்ப உடன்படிக்கை காலப்பகுதியினுள் கணக்கு வைக்கப்பட்ட தேறிய இலாபத்தின் சராசரி எஞ்சிய 8 வருட காலத்திற்காக 9.5 சதவீத கழிவு வீதத்தின் கீழ் கழிவிட்டு மின்வலு நிலையத்தின் பெறுமதியை மதிப்பீடு செய்த போது மின்வலு நிலையத்தின் பெறுமதி ரூபா 4,192 மில்லியனுக்கு அண்மிய பெறுமதியை கொண்டிருந்தது.

5.7 ஏஸ் பவர் எம்பிலிப்பிட்டி மின்வலு நிலையத்தின் கிலோ வொட் அலகு ஒன்றிற்காக இ.மி.ச. இனால் செலுத்தப்பட்ட கட்டணம்

ஆரம்ப உடன்படிக்கைக் காலத்தினுள் (2005/2015) மின் அலகு ஒன்றிற்கான சராசரி கிரய தாமத வட்டி நீங்கலாக ரூபா 15.63 தொகையாக இருந்தது. பின்னர் 2016 ஏப்ரல் 06 திகதி முதல் 2017 ஏப்ரல் 06 திகதி வரையான காலப் பகுதியில் அது ரூபா 23.7 தொகையாகவும், 2017 ஏப்ரல் 06 திகதி முதல் 2018 ஏப்ரல் 06 திகதி வரையான காலப் பகுதியில் அது ரூபா 22.16 தொகையும் மற்றும் 2018 ஏப்ரல் 06 திகதி முதல் 2021 ஏப்ரல் 06 ஆந் திகதி வரையான காலப் பகுதியில் அது ரூபா 25.22 தொகையாகவும் காணப்பட்டது. விபரங்கள் கீழே 22 ஆம் இலக்க அட்டவணையில் காண்பிக்கப்படுகின்றது.

**அட்டவணை இலக்கம் 22 – கிலோ வொட் அலகு ஒன்றிற்காக மின் உற்பத்திக் கிரயம்**

விபரம்	உடன்படிக்கைக் காலம்			
	2005 – 15	2016 – 17	2017 – 18	2018 - 2021
மின்சார கொள்வனவு –	6,977	659	698	2,105
சான்றுபடுத்தப்பட்ட (MEGA) (கி.வோ.மணி)				
மின்சார கொள்வனவு –	5,748	511	512	1,310
உள்ளவாறான (கி.வோ.மணி)				
உள்ளபடியான கொள்வனவு	82	78	73	62
சான்றுபடுத்திய கொள்வனவுகளின் சதவீதமாக				

கொள்திறன் கட்டணம்

Non Escalable ரூபா	1.68	0.93	0.96	1.12
Escalable ரூபா	0.24	0.32	0.33	0.38
மொத்த கொள்திறன் கட்டணம் ரூபா	1.92	1.24	1.29	1.51

வலுச்சக்திக் கட்டணம்

எரிபொருள் வீதாசாரம் ரூபா	11.9	19.89	18.42	20.92
எரிபொருள்	0.24	0.23	0.27	0.30
போக்குவரத்து ரூபா				
வலுச்சக்திக் கட்டணத்தில் எரிபொருள் அல்லாத ஆக்கக்கூறுகள் ரூபா	0.67	1.25	1.30	1.53
மொத்த வலுச்சக்திக் கட்டணம்	12.81	21.37	19.99	22.77

ஏனைய செலவுகள்

நிறுத்தி வைத்தல் கட்டணம் ரூபா	0.06	0.27	0.33	0.28
வரி மீளளிப்பு ரூபா	0.83	0.78	0.54	0.63
செலாவணி மாற்று வீதத்திலான மாற்றங்களின் அடிப்படையிலான கொடுப்பனவு ரூபா	-	0.04	0.02	0.03
மொத்த ஏனைய செலவுகள் ரூபா	0.90	1.09	0.88	0.94

மின்சார அலகொன்றின் கிரயம் (தாமத வட்டி நீங்கலாக) ரூபா	15.63	23.70	22.16	25.22
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## 6 அவதானிப்புக்கள்

- 6.1 இலங்கை மின்சார சபைக்கு நீண்ட கால உற்பத்தி திட்டங்களை அடைந்துகொள்ள முடியாமையும், உற்பத்தி செய்யப்படும் மின்சார அலகுகளின் அளவானது உள்நாட்டு கேள்வியை பூர்த்தி செய்ய போதுமானதாக இல்லாதிருந்தமையால், ஏஸ் பவர் எம்பிலிபிட்டிய (தனியார்) கம்பனியிலிருந்து மின்சாரத்தினை கொள்வனவு செய்வதற்காக 10 வருட உடன்படிக்கையொன்று கைச்சாத்திடப்பட்டிருந்தது. உடன்படிக்கை காலம் நிறைவடைந்ததும், இந்த மின்வலு நிலையம் இலங்கை மின்சார சபையினால் கொள்வனவு செய்வதற்காக அமைச்சரவையின் அங்கீகாரம் வழங்கப்பட்டிருந்த போதிலும், அவ்வாறு செயற்படாது 2016 ஏப்ரல் 06 ஆந் திகதி முதல் 2022 செப்தம்பர் 08 ஆந் திகதி வரையிலும் 4 சந்தர்ப்பங்களில் 05 வருடங்கள் 06 மாத காலத்தினால் ஆரம்ப உடன்படிக்கையை நீடிப்பு செய்ய நடவடிக்கை எடுக்கப்பட்டிருந்தது. அதன் பிரகாரம் இலங்கை மின்சார சபைக்கு சொந்தமாக்கி அரசாங்கத்தை விட இலாபகரமான முறையில் பணிகளை மேற்கொள்வதற்கு காணப்பட்ட சந்தர்ப்பம் இழக்கப்பட்டிருந்தது. அரசு மதிப்பீட்டாளரின் மதிப்பீட்டு பெறுமதி கம்பனியின் உரிமையாளர்களினால் கம்பனியை விற்பனை செய்வதற்கு விருப்பினை தெரிவித்த விலையை விட குறைவாக மதிப்பீட்டிருந்தமை என்பதால் இந்த கொள்வனவு சந்தர்ப்பம் இழக்கப்பட்டிருந்தது.
- 6.2 மேலும், 5.6.3 பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு, மின்வலு நிலையத்திற்காக அரசின் மதிப்பீட்டாளரிடமிருந்து இலங்கை மின்சார சபையினால் பெற்றுக்கொள்ளப்பட்ட மதிப்பீட்டுப் பெறுமதியாகிய ரூபா 2,370 மில்லியனானது, மின்வலு நிலையத்தின் தற்போதைய உரிமையாளர்கள் வழங்கிய ரூபா 2,446 மில்லியனான பெறுமதியை விட குறைவான பெறுமதியை கொண்டிருந்தது.
- 6.3 மேலும், 2003 ஆம் ஆண்டின் போது ஏற்படுத்திக்கொள்ளப்பட்ட ஆரம்ப உடன்படிக்கை 10 வருடங்களில் நிறைவடைந்த போதிலும், ஆரம்ப உடன்படிக்கையின் 11 ஆம் உறுப்புரையின் பிரகாரம், Buy out Event தொடர்பில் உடன்படிக்கையில் உள்ளடக்கப்பட்டிருக்கவில்லை. அதற்கமைய அந்த உடன்படிக்கையின் பிரகாரம் Buy out Event அடிப்படையில் இந்த மின்வலு நிலையத்தினை கொள்வனவு செய்யும் உரித்து பெற்றுக்கொள்ள முடியாதிருந்தது. மேலும், 20 வருட பயன்படு ஆயுட் காலத்துடனான சொத்தொன்றுக்காக இந்த சொத்தின் முழுமையான பெறுமதியும் 10 வருட காலப்பகுதியினுள் இலங்கை மின்சார சபையினால் ஏஸ் பவர் எம்பிலிபிட்டிய கம்பனிக்கு செலுத்தப்பட்டிருந்தது.
- 6.4 மேலும், அவ்வாறு மின்வலு நிலையத்தினை கொள்வனவு செய்யும் பெறுமதி மதிப்பீடு செய்யப்பட்டிருந்த போதிலும், அந்த மதிப்பீட்டின் போது இ.மி.ச. உடன்

மேற்கொள்ளப்பட்ட நிலவிய உடன்படிக்கை முடிவுறுத்தப்பட்ட காரணத்தால் மின்வலு நிலையத்தில் செயற்பாட்டில் காணப்படாத 2015 ஏப்ரல் 07 ஆந் திகதி முதல் 2016 ஏப்ரல் 05 ஆந் திகதி வரையிலும் ஒரு வருட காலப்பகுதி தொடர்பில் கருத்திற்கொள்ளப்பட்டிருக்கவில்லை. மேலும், மேற்படி 5.6.5 இல் குறிப்பிடப்பட்டுள்ளவாறு 2014/15 மற்றும் 2015/16 நிதியாண்டுகளில் அழிவு நட்டமாக முறையே ரூபா 431.75 மில்லியன் மற்றும் ரூபா 305.96 மில்லியன் கம்பனி கணக்குகளில் சீராக்கியிருந்த அசாதாரணமான பெறுமதிகள் காரணமாக ஏனைய செயற்பாட்டு செலவினங்களாக சீராக்கப்பட்டிருந்த சதவீதமான மொத்த இலாபத்தின் 65 சதவீதமான பெறுமதி மின்வலு நிலையத்தின் சராசரி ஏனைய செயற்பாட்டு செலவினங்களை விட அதிகரித்து மதிப்பீடு செய்யப்பட்டிருந்தது. இந்த அழிவு நட்டங்கள் நீங்கலாக மின்வலு நிலையத்தின் ஏனைய செயற்பாட்டு செலவினங்கள் மொத்த இலாபத்தின் 55 சதவீதம் மாத்திரம் என்பது அவதானிக்கப்பட்டது.

6.5 அவ்வாறே, மேற்படி 5.6.3. ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு மதிப்பீட்டாளரினால் கருத்திற்கொள்ளப்பட்ட கொள்திறன் பெறுமதி 48 சதவீதமாக காணப்பட்ட போதிலும், ஆரம்ப உடன்படிக்கை காலப்பகுதியில் (10 வருட) பெற்றுக்கொள்ளப்பட்ட வலுச் சக்தியை மின்வலு நிலையத்தின் உச்ச இயலளவுடன் ஒப்பிடும் போது அது 66.9 சதவீதமாக அவதானிக்கப்பட்டது. மேலும், 5.6.6 ஆம் பந்தியில் குறிப்பிடப்பட்டவாறு 66.9 சதவீதமான இயலளவு மற்றும் 55 சதவீதமான மொத்த இலாபத்தின் ஏனைய செயற்பாட்டு செலவினங்களுக்காக பதிலீடு செய்வதன் மூலம் மின்வலு நிலையத்தின் பெறுமதி ரூபா 4,176 மில்லியனுக்கு கிட்டிய பெறுமதியை கொண்டிருக்க வேண்டும் என கணக்காய்வில் அவதானிக்கப்பட்ட போதிலும், மதிப்பீட்டு பெறுமதியான ரூபா 2,370 மில்லியனுடன் ஒப்பிடும் போது மின்வலு நிலையத்தின் பெறுமதி ரூபா 1,806 மில்லியனால் குறைவடைந்திருந்தமை அவதானிக்கப்பட்டது. மேலும், 10 வருட ஆரம்ப உடன்படிக்கை காலத்தினுள் கணக்கு வைக்கப்பட்ட தேறிய இலாபத்தின் சராசரி 8 வருடங்களுக்காக 9.5 சதவீதமான கழிவுடன் கழிவிடப்பட்டமையால் மின்வலு நிலையத்தின் பெறுமதி ரூபா 4,192 மில்லியனுக்கு கிட்டிய பெறுமதியாக காணப்படும் என கணக்காய்வுக்கு அவதானிக்கப்பட்டதுடன், அது மதிப்பீட்டு பெறுமதியுடன் ஒப்பிடும் போது மின்வலு நிலையத்தின் பெறுமதி ரூபா 1,822 மில்லியனால் குறைவடைந்துள்ளமை அவதானிக்கப்பட்டது.

6.6 அமைச்சரவையினால் நியமனம் செய்யப்பட்டிருந்த கலந்துரையாடல் உடன்பாட்டுக் குழு (SCANC) இனால் 5.5.34 ஆம் பந்தியில் காட்டப்பட்டுள்ளவாறு உடன்படிக்கையை நீடிப்பு செய்யும் போது கொள்திறன் கட்டணத்தில் விலையை குறைப்பதற்கு கம்பனி உரிமையாளர்களை இணங்கச் செய்திருந்ததுடன், அந்த விலை குறைவதின் மூலம் அனுகூலம் சுமார் ஐந்து வருடங்களுக்கு உரியதாக ஐ.அ.டொலர் 1,561,122 மாத்திரம் என அவதானிக்கப்பட்டதுடன், கொள்திறன் கட்டணமாக ஐந்து வருட காலப்பகுதிக்காக ஐ.அ.டொலர் 29,085,134

செலுத்தப்பட்டிருந்தது. அவற்றுள் உரிமை மூலதனத்திற்கான பெறுபேறுகளுக்காக செலுத்தப்படும் இயலளவு கட்டணத்தின் Non –Escalable பகுதிக்காக மாத்திரம் ஐ.அ.டொலர் 21,701,362 (ரூபா 3,650 மில்லியன்) செலுத்தப்பட்டிருந்தது. அது மின்வலு நிலையத்தின் உரிமையாளர்களினால் இ.மி.ச. விற்பனை செய்வதற்காக சமர்ப்பிக்கப்பட்ட விலைக்கேள்வியான ஐ.அ.டொலர் 17,000,000 (ரூபா 2,446 மில்லியன்) இனை போன்றே 127.7 சதவீதம் என அவதானிக்கப்பட்டது.

6.7 மேலும், மேலே 5.3.2.1 மற்றும் 5.3.2.2 ஆம் பந்திகளில் காட்டப்பட்டுள்ளவாறு முதல் உடன்படிக்கையின் காலப்பகுதியுள் தாமத வட்டி என ரூபா 580 மில்லியன் தொகை செலுத்தப்பட்டிருந்ததென அவதானிக்கப்பட்டதுடன், உடன்படிக்கையை நீடித்த பின்னர் ஐந்து வருட காலப்பகுதிக்காக மேற்படி 5.5.36 மற்றும் 5.5.37 பந்திகளில் குறிப்பிடப்பட்டுள்ளவாறு ரூபா 1,364 மில்லியன் செலுத்தப்பட்டிருந்தது. அதன்படி, இ.மி.ச. வின் தற்போதைய நிதி நிலைமையின் கீழ் கடன் மூலதனம் ஈடுபடுத்துவதன் மூலம் அல்லது மின்வலு நிலையத்தை கொள்வனவு செய்வதற்காக நடவடிக்கை எடுப்பதன் மூலம் இ.மி.ச. இற்கு மிகவும் அநுகூலமாக நிலமை ஒன்றை நெருங்குவதற்கு இயலுமை ஒன்று காணப்பட்டதென அவதானிக்கப்பட்டது.

6.8 அமைச்சரவைக்கு பரிந்துரை சமர்ப்பிப்பதற்காக நியமனம் செய்யப்பட்டிருந்த தொழில்துட்ப மதிப்பாய்வுக் குழு (TEC) மற்றும் அமைச்சரவையினால் நியமனம் செய்யப்பட்ட கலந்துரையாடல் உடன்பாட்டுக் குழுவினால் (SCANC) இனால் ஏஸ் எம்பிலிபிட்டிய தனியார் கம்பனியின் நிதிக் கூற்றுக்கள் ஏனைய தகவல்களின் ஊடாக மின்வலுத்துறையில் வர்த்தக முதலீடு தொடர்பாக அநுகூலமான / பிரதிகூலமான நிலைமைகள் தொடர்பாக பகுப்பாய்வொன்று மேற்கொள்ளப்பட்டிருந்ததென கணக்காய்வில் வெளிப்படுத்தப்பட்டிருக்கவில்லை.

i. அட்டவணை இலக்கம் 13 இல் குறிப்பிடப்பட்டுள்ளவாறு, ஆரம்ப உடன்படிக்கை காலப்பகுதியில் ஏஸ் எம்பிலிபிட்டிய தனியார் கம்பனி ரூபா 8,572 மில்லியன் தேறிய இலாபம் ஒன்று பெற்றிருந்ததுடன், அது 2003 ஆண்டின் போது கம்பனியினால் மேற்கொள்ளப்பட்டிருந்த ஆரம்ப மூலதன முதலீடு ஆகிய ரூபா 1,676 மில்லியனுக்கு நேரொப்ப 511 சதவீதமாகக் காணப்பட்டது. மேலும், உடன்படிக்கையை நீடிப்பு செய்த பின்னர் ஐந்து வருட காலப்பகுதிக்காக ரூபா 6,270 மில்லியனான தேறிய இலாபமொன்றினை ஈட்டியிருந்ததுடன், அது ஆரம்ப முதலீட்டின் சதவீதமாக 406 சதவீதம் ஆகும். அதன் பிரகாரம், 2021 மார்ச் 31 ஆந் திகதியளவில் எம்பிலிபிட்டிய தனியார் கம்பனி ஈட்டியுள்ள மொத்த தேறிய இலாபம் ரூபா 14,841 மில்லியனாக காணப்பட்டதுடன் ஆரம்ப முதலீட்டுக்கு ஒப்பாக 885 சதவீதமாக காணப்பட்டது.

- ii. ஏஸ் எம்பிலிபிட்டிய தனியார் கம்பனியின் முதலீட்டாளர்கள் அவர்களின் முதலீட்டிற்காக ரூபா 1,676 மில்லியனான தொகையானது 2 வருட திருப்பிச் செலுத்தும் காலத்தினுள் (Pay Back Period) தேறிய இலாபமாக ஈட்டப்பட்டிருந்தமை அவதானிக்கப்பட்டது. அதே போல் 5.4.2 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு கம்பனியினால் முதல் உடன்படிக்கை காலப்பகுதியியுள் மாத்திரம் பங்கிலாபமாக ரூபா 4,911 மில்லியன் மின் உற்பத்தி நிலையத்தின் முதலீட்டாளர்களுக்கு செலுத்தியிருந்ததுடன், உடன்படிக்கைக் காலம் நீடிக்கப்பட்ட பின்னரான காலப்பகுதியுள் பங்கிலாபமாக மேலும் ரூபா 2,933 மில்லியன் தொகையும், அவ்வாறே, 2020/21 நிதியாண்டு நிறைவடையும் போது மூலதனமாக ரூபா 5,854 தொகை கம்பனியிடம் காணப்பட்டது. அதன் பிரகாரம், ஆரம்ப முதலீட்டு தொகையை உள்ளடக்கிய பின்னர் 2021 மார்ச் 31 ஆந் திகதியில் உள்ளபடியாக ரூபா 12,022 மில்லியன் தொகை முதலீட்டாளர்களுக்கு அவர்களின் முதலீட்டிற்காக திருப்ப உழைக்கக் கூடியதாக இருந்தது. அது ஆரம்ப முதலீட்டிற்கு ஒப்பாக 717 சதவீதமாகும். மேலும், 2015/16 நிதியாண்டின் போது மூலதனக் குறைப்பொன்றாக உரித்தில் ரூபா 947 ஆன தொகையும் மீள பெற்றுக்கொள்ளப்பட்டிருந்தது.
- iii. மேற்படி அட்டவணை இலக்கம் 13 இல் குறிப்பிடப்பட்டுள்ளவாறு ஆரம்ப உடன்படிக்கை காலத்தினுள் கம்பனியின் வருடாந்த சராசரி மூலதனத்திற்கு 51 சதவீதத்தின் சராசரி ஈட்டம் ரூபா 5 ஆக காணப்பட்டது. இவ்வாறான உயர் பிரதிபலனுள்ள மின்சாரத்தினை கொள்வனவு செய்யும் உடன்படிக்கையில் இ.மி. சபை தொடர்பில் நிலவிய பாதகமான நிபந்தனைகள் மற்றும் விதிகளின் தாக்கம் காரணமாகியிருந்தது.
- 6.9 ஆரம்ப உடன்படிக்கை காலப்பகுதியில் எரிபொருள் செலவு என இ.மி.ச ரூபா 64,873 மில்லியன் தொகை செலவிடப்பட்டிருந்தது என நிதிக்கூற்றுக்களின் படி குறிப்பிடப்பட்டிருந்த போதிலும் ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தினால் மேற்படி அட்டவணை இலக்கம் 12 இன் பிரகாரம், எரிபொருள் செலவு என ரூபா 68,421 மில்லியன் தொகை மீளளிப்புச் செய்யப்பட்டிருந்தது. அதன் பிரகாரம், எரிபொருள் கட்டணம் என மின்வலு நிலையத்தினால் மீளளிப்புச் செய்யப்பட்டிருந்த தொகை உள்ளவாறான உண்மையான எரிபொருள் செலவை விட ரூபா 3,691 மில்லியன் தொகையினால் மிகையாக இருந்தது என அவதானிக்கப்பட்டது.
- 6.10 அதே போல் மேற்படி, 5.5.37 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு 2016 ஏப்ரல் 06 திகதி முதல் 2018 ஜூலை 31 திகதி வரையான காலப் பகுதி வரை இ.மி.ச இனால் எரிபொருள் கட்டணம் என ரூபா 22,305 மில்லியன் தொகை செலுத்தப்பட்டிருந்ததுடன் குறிப்பிட்ட காலப்பகுயுள் கம்பனியினால் கொள்வனவு



செய்யப்பட்டிருந்த எரிபொருளின் பெறுமதி சுமார் ரூபா 20,838 மில்லியன் மாத்திரமாக காணப்பட்டமையால், உள்ளபடியான எரிபொருள் செலவினத்தை விட மீளளிப்பு செய்யப்பட்ட ரூபா 1,467 இனால் அதிகரித்துள்ளமை அவதானிக்கப்பட்டது. அதன் அடிப்படையில் உடன்படிக்கையில் உள்ளடக்கப்பட்டுள்ள எரிபொருள் வீதங்களின் சரியானதன்மை தொடர்பில் TEC மற்றும் SCANC அவர்களின் கவனத்தை செலுத்தியிருந்தமை அவதானிக்கப்படவில்லை.

- 6.11 மேலும் உடன்படிக்கைக் காலம் நீடிக்கப்பட்ட பின்னர் பார்ஜ் மவுண்ட் மின் உற்பத்தி நிலையத்திற்காக இறக்குமதி செய்திருந்த எரிபொருள் இருப்பு இந்த மின் உற்பத்தி நிலையத்திற்கு விடுவிக்கப்பட்டிருந்தது என அவதானிக்கப்பட்டிருந்ததுடன் இலங்கை பெற்றோலிய கூட்டுத்தாபனத்தினால் ஏஸ் பவர் எம்பிலிபிடிய மின்உற்பத்தி நிலையத்திற்கு வழங்கப்பட்டிருந்த எரிபொருளுக்கான நிதிப் பொறுப்புக்கள் தொடர்பாக இ.மி.ச இனால் இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்திற்கு பிணைமுறிகள் வழங்கியிருந்தது என மேலும் அவதானிக்கப்பட்டது.
- 6.12 மேற்படி 5.3.2.2 ஆம் பந்தியில் காட்டப்பட்டுள்ளவாறு ஆரம்ப உடன்படிக்கை காலப்பகுதியுள் கம்பனியினால் பல்வேறு வரிச் செலவுகளுக்காக மேற்கொள்ளப்பட்ட ரூபா 4,784 மில்லியன் தொகை இ.மி.ச இருந்து மீளளிப்புச் செய்யப்பட்டிருந்தது. இது தொடர்பாக TEC மற்றும் SCANC குழுவினால் கவனம் செலுத்தப்பட்டுள்ளது என அவதானிக்கப்படாததுடன் மேற்படி 5.5.37 ஆம் பந்தியின் பிரகாரம், உடன்படிக்கை நீடிக்கப்பட்ட பின்னர் வரி மீளளிப்புக்காக, ரூபா 1,499 மில்லியன் தொகை செலுத்தப்பட்டிருந்தது. அவ்வாறே, இவ்வாறான நிபந்தனைகள் உள்ளடங்கிய உடன்படிக்கையொன்றை மீண்டும் நீடிப்பதற்கு நடவடிக்கை எடுப்பதன் மூலம் தனியார் கம்பனியொன்றின் மூலம் அரசாங்கத்திற்கு செலுத்த வேண்டிய வரி அரசு நிறுவனமொன்றினால் செலுத்தியமையால் அரசாங்கத்திற்கு உரித்தாக வேண்டிய உள்ளபடியான வரி வருமானம் இழக்கப்பட்டிருந்தது.
- 6.13 இந்த கம்பனி முழுமையான இலங்கைக் கம்பனி ஒன்றாக இருந்த போதிலும், நீடிக்கப்பட்ட உடன்படிக்கையின் பிரகாரம் உரித்து மூலதனத்திற்கான பெறுபேறுகள் மற்றும் ரூபாயில் மேற்கொள்ளப்படும் சில நிர்வாகச் செலவினங்கள், நிலையான செயற்பாட்டு மற்றும் பராமரிப்பு செலவினங்கள் மற்றும் விலகல் செயற்பாட்டு மற்றும் பராமரிப்பு செலவினம் அமெரிக்க டொலர்களில் பெயரிடப்பட்ட நிலையான விகிதமொன்றினை பயன்படுத்தி கொடுப்பனவு மேற்கொள்ளப்பட்ட காரணத்தால், அமெரிக்க டொலருக்கான செலாவணி மாற்று வீதம் அதிகரித்தமையின் அடிப்படையில் அதிக பெறுமதியொன்றினை இந்த அலகிற்கு செலுத்த நேர்ந்துள்ளது. அதன் பிரகாரம் உடன்படிக்கை நீடிப்பு செய்யப்பட்ட ஐந்து வருட காலப்பகுதியினுள் (2016 ஏப்ரல் 06 – 2021 ஏப்ரல் 06) அமெரிக்க டொலருக்கான செலாவணி மாற்ற வீதம் ரூபா 143 இலிருந்து ரூபா 198 வரை அதிகரித்திருந்தமை

அவதானிக்கப்பட்டதுடன், அந்த வீதங்களின் அடிப்படையில் குறித்த செலவினங்களை மேற்கொள்ள நேர்ந்தது. மேலும், 2022 மார்ச் 28 முதல் 2022 செப்டம்பர் 27 ஆந் திகதி வரையிலும் நீடிப்பு செய்யப்பட்ட உடன்படிக்கையின் பிரகாரம் மேற்குறிப்பிடப்பட்ட அலகுக் கூறுகளிடையே உரிமை மூலதனத்திற்கான பெறுபேறு (Non –Escalable of Capacity Charge) இற்காக மாத்திரம் அமெரிக்க டொலரின் செலாவணி மாற்று வீதம் ரூபா 288.75 ஆன நிலையான பெறுமதியொன்றுக்கு இணங்கியிருந்தது. எனினும், 2022 மார்ச் 28 ஆந் திகதி முதல் 2022 செப்டம்பர் 27 வரையிலும் செலாவணி மாற்று வீதம் ரூபா 289 இலிருந்து ரூபா 364 வரை தளம்பலடைந்திருந்ததுடன், ஏனைய அலகுக் கூறுகளுக்காக அவ்வாறான உயர்ந்த வீதத்தில் கொடுப்பனவு மேற்கொள்ள நேர்ந்திருந்தது.

6.14 ஏஸ் பவர் எம்பிலிபிடிய மின் உற்பத்தி நிலையத்தில் உடன்படிக்கையை நீடிப்பு செய்து மின்சாரத்தினை கொள்வனவு செய்யும் போது அமைச்சரவை அங்கீகாரம் கிடைத்திருந்த போதிலும் தனியார் மின்உற்பத்தி நிலையத்தில் இருந்து மின் கொள்வனவு செய்யும் போது 2013 இன் 31 ஆம் இலக்க இலங்கை மின்சார சபை (திருத்திய) சட்டத்தின் 43 ஆவது பிரிவிற்கு இணங்க மின் கொள்வனவின் போது கடைபிடிக்க வேண்டிய விதிமுறைகள் தொடர்பாக அதன் போது போதிய கவனம் செலுத்தியிருந்தமைக்கான காரணங்கள் அவதானிக்கப்படவில்லை. மேலும் 5.5.4 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு 2015 ஏப்ரல் 10 ஆந் திகதிய மின்வலு மற்றும் புதுப்பிக்கத்தக்க வலுச்சக்தி அமைச்சின் செயலாளரினால் ஏஸ் பவர் எம்பிலிபிடிய தனியார் மின்வலு நிலையத்திலிருந்து கொள்வனவு செய்வதற்காக நடவடிக்கை எடுக்கப்பட்டால் அதற்காக அரசின் முறையான பெறுகை நடைமுறையை பின்பற்ற வேண்டியதன் தேவைப்பாடு சுட்டிக்காண்பிக்கப்பட்டிருந்த போதிலும், அதன் பிரகாரம் நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை என்பது அவதானிக்கப்பட்டது.

6.15 மேலும் 2009 இன் 20 ஆம் இலக்க இலங்கை மின்சார சபைச் சட்டத்தின் பிரிவு 09 இற்கு இணங்க மற்றும் 2013 இன் 31 ஆம் இலக்க இலங்கை மின்சார சபை (திருத்திய) சட்டத்தின் விதிமுறைகளுக்கு இணங்க இலங்கை பொதுப் பயன்பாட்டு ஆணைக்குழுவில் இருந்து மின்உற்பத்திக்காக அனுமதிப் பத்திரம் பெற்றுக் கொள்ள வேண்டும். அதன் படி மேற்கூறிய சட்டத்தின் பிரிவு 43(1) இற்கு இணங்க அவ்வாறு உற்பத்திக்கான அனுமதிப் பத்திரம் பெற்றுக் கொண்டிருந்த கம்பனிகளிடமிருந்து மாத்திரம் மின்சார உற்பத்தி மற்றும் விநியோகம் மேற்கொள்ளப்பட வேண்டிய போதிலும், அவ்வாறு உற்பத்தி அனுமதிப்பத்திரம் பெற்றுக்கொள்ளப்பட்டிராத ஏஸ் பவர் எம்பிலிபிடிய கம்பனியில் இருந்து 2016 ஆண்டு முதல் 2021 ஆண்டு வரை மின்சாரம் கொள்வனவு செய்வதற்காக அமைச்சரவை அங்கீகாரம் பெற்றுக்கொள்ளப்பட்டிருந்தது.

- 6.16 2009 இன் 20 ஆம் இலக்க இலங்கை மின்சார சபைச் சட்டத்தின் மற்றும் 2013 இன் 31 இலக்க இலங்கை மின்சார சபை (திருத்திய) சட்டத்தின் விதிமுறைகளின் படி 100 சதவீத உரிமையை உடைய தனியார் கம்பனிகளுக்கு 25 மெ.வொட்டை விட கூடிய கொள்திறனை உடைய மின்வலு நிலையங்கள் நடாத்துவதற்கு ஏற்பாடுகள் காணப்படவில்லை. அதன் படி, அதிகாரச்சட்டத்திற்கு மேற்கொள்ளப்பட்ட திருத்தங்களின் பின்னரும் 100 சதவீத தனியார் உரிமையை உடைய “ஏஸ் பவர்” எம்பிலிபிடிய தனியார் கம்பனியுடனான குறுகிய கால மின் கொள்வனவிற்கான உடன்படிக்கை 2016 ஏப்ரல் 06 ஆந் திகதி கையொப்பமிடப்பட்டிருந்தது.
- 6.17 மேற்கூறிய 5.5.1, 5.5.2 பந்தி மற்றும் 5.5.3 ஆம் பந்தியில் காட்டப்பட்டுள்ளவாறு ஏஸ் பவர் எம்பிலிபிடிய மின் உற்பத்தி நிலையம் 2015 ஏப்ரலில் ஓய்வு பெறச் செய்த பின்னர் தென் பகுதியில் மின் முறைமையில் ஏற்படக் கூடிய பலவீனங்கள் மற்றும் முறைமை வரையறைகள் தொடர்பாக இ.மி.ச பிரதி முகாமையாளர் (முறைமை கட்டுப்பாடு) மற்றும் பிரதி பொது முகாமையாளர் (வலுச் சக்தி கொள்வனவு) இ.மி.ச உயர்மட்ட முகாமைக்கு தகவல்கள் சமர்ப்பிக்கப்பட்டிருந்தது. எனினும் அவர்களினால் அது தொடர்பாக கவனம் செலுத்தப்பட்டிருந்தது என அவதானிக்கக் கூடியதாக இருக்கவில்லை. அத்துடன் இதன் காரணமாக பின்னர் மின் நெருக்கடி ஒன்று வரை வளர்ச்சியடைந்திருந்தது.
- 6.18 மேற்கூறிய 5.5.7 ஆம் பந்தியில் குறிப்பிட்டுள்ளவாறு 2016 மார்ச் 23 திகதி அமைச்சரவை தீர்மானத்தின் படி மின்சக்தி பெற்றுக் கொண்ட காலப்பகுதியில் கம்பனியினால் மேற்கொள்ளப்பட்ட மூலதன முதலீடுகளுக்கு போதியளவான கொடுப்பனவு இலங்கை மின்சார சபையினால் அந்த கம்பனிகளுக்கு “கொள்திறன் கொடுப்பனவு” ஆக தற்போதே செலுத்தப்பட்டிருந்ததென அவதானிக்கப்பட்டது. மேலும் 2013 செப்டெம்பர் 19 திகதி அமைச்சரவை தீர்மானத்தின் படியும் தனியார் கம்பனியில் இருந்து உடன்படிக்கை காலத்தின் பின்னர் மீண்டும் மின்சாரம் பெற்றுக் கொள்ளும் போது குறிப்பிட்ட ஆரம்ப உடன்படிக்கை காலத்துள் முதலீடுகள் மற்றும் மூலதனத் தொகையினை அணவல் செய்வதற்காக நிரந்தர கொள்திறன் கட்டணம் செலுத்தக் கூடாது எனவும், உற்பத்தி செய்யப்படும் மின்சக்திக்காக மாத்திரம் கட்டணம் செலுத்தப்பட வேண்டியிருந்தது எனவும், விதிக்கப்பட்டிருந்தது என கணக்காய்வின் போது அவதானிக்கப்பட்டது. அதன் படி 2016 ஆண்டு முதல் ஆரம்ப உடன்படிக்கை காலத்தின் பின்னரும் ஏஸ் பவர் எம்பிலிபிடிய மின்வலு நிலையத்தில் இருந்து மின் கொள்வனவுக்காக அமைச்சரவை அங்கீகாரம் பெற்றுக் கொள்ளும் போது அந்த விடயங்கள் தொடர்பாக கவனம் செலுத்தாமை கணக்காய்வின் அவதானிக்கப்படவில்லை.
- 6.19 2016 ஆண்டு முதல் தென் பிரதேசத்தில் ஏற்பட்டிருந்த மின்சார நெருக்கடிக்கான அடிப்படைக் காரணம் மின்சாரம் செலுத்துகை முறைமையில் காணப்படும் சீரற்ற

நிலைமை என கணக்காய்வின் போது உறுதிப்படுத்தப்பட்டதுடன் அந்த நெருக்கடிக்கு தீர்வு என மின்சாரத்தை பிரதேச ரீதியாக கொள்வனவு செய்வதற்காக இ.மி.சபைக்கு நேரிட்டிருந்தது. அதற்காக 2016 - 2021 காலப் பகுதியில் ஏஸ் பவர் எம்பிலிபிடிய மின்உற்பத்தி நிலையத்திற்கு மாத்திரம் மின்கொள்வனவிற்காக செலவிடப்பட்டிருந்த தொகை ரூபா 59,454 மில்லியன் (தாமத வட்டி உள்ளடங்கலாக) தொகையாகும். இது 2018-2026 காலப் பகுதியில் செலுத்துகை முறைமை அபிவிருத்திக்காக இ.மி.ச நீண்டகால செலுத்துகை அபிவிருத்தித் திட்டம் - 2018 - 2027 காலப் பகுதியில் உட்படுத்தப்பட்டிருந்த ரூபா 183,642 மில்லியனிற்கான மதிப்பீட்டுச் செலவில் 32 சதவீதம் ஆகும்.

6.20 குறுங்கால அடிப்படையில் மின்வலு நிலையத்தினை தாபித்த பின்னர் கட்டமைப்பின் நிலையான தன்மை அதிகரிக்கும் விதம் தெளிவுபடுத்தப்படும் வகையில் 2016 ஏப்ரல் 11 திகதி இலங்கை பொதுப் பயன்பாட்டு ஆணைக் குழுவினால் இந்த இலங்கை மின்சார சபையில் கோரியிருந்ததுடன், அவ்வாறு குறுங்கால அடிப்படையில் மின்வலு நிலையத்தினை நிறுவிய போதிலும், கட்டமைப்பினை மேம்படுத்தல் அத்தியாவசியமாக மேற்கொள்ளப்பட வேண்டும் என மேற்படி 5.5.14 ஆம் பந்தியின் பிரகாரம் இ.மி.ச. தெரிவித்திருந்தது. அதன்படி ஏற்பட்டிருந்த மின்சார நெருக்கடிக்கான அடிப்படைக் காரணம் மின்செலுத்துகை முறைமையில் காணப்படும் சீரற்ற தன்மை எனவும் மேலதிக மின்உற்பத்தி தற்காலிக தீர்வொன்று எனவும் உறுதிப்படுத்தப்பட்டது. இது தொடர்பாக 2016 மார்ச் 22 திகதி “எதிர்காலத்தில் ஏற்படக் கூடிய வரட்சியான காலத்திற்கு முகங்கொடுக்கக் கூடிய விதமாக அவசர சந்தர்ப்பங்களுக்காக மின்சக்தி கொள்திறன் ஒன்று பேணிச் செல்லல்” பேரில் அமைச்சரவைக்கு சமர்ப்பிக்கப்பட்டிருந்த அமைச்சரவை விஞ்ஞானத்தின் படியும் உறுதிப்படுத்தப்பட்ட போதிலும் மின்சார நெருக்கடிக்காக இனங்காணப்பட்ட நிரந்தரத் தீர்வினை செயற்படுத்துவதற்கு இ.மி.ச இற்கு முடியாமல் இருந்தது.

6.21 மேலே 5.5.15 ஆம் பந்தியில் விபரங்களாக குறிப்பிட்டுள்ளவாறு பொதுப் பயன்பாடுகள் ஆணைக்குழுவின் அங்கீகாரம் பெறுவதற்கு முன்னர் அமைச்சரவையின் அங்கீகாரம் பெற்றுக் கொள்வதற்கு நடவடிக்கை எடுத்ததற்கான காரணம் என மின் துண்டித்தலை தவிர்த்துக் கொள்வதற்காக அதாவது 2016 மார்ச் 22 முதல் 2016 ஏப்ரல் 22 வரை ஒரு மாதம் போன்ற குறுகிய காலத்தில் இந்த செய்முறையை மேற்கொள்வதற்கு நேரிட்டது எனவும், நடைமுறையில் அவ்வாறான செயற்பாடுகளுக்கு செல்ல நேரிடும் எனவும், காட்டப்பட்டிருந்தது. எனினும் ஏஸ் பவர் எம்பிலிபிடிய மின் உற்பத்தி நிலையத்தின் தேவைப்பாடு 2015 ஏப்ரல் 05 திகதி உடன்படிக்கை முடிவடைய முன்னர் இ.மி.ச இனங்கண்டிருந்து எனவும் அதற்காக எடுக்க வேண்டிய மாற்றுச் செயற்பாடுகளுக்காக போதியளவு கால அவகாசம் ஒன்று காணப்பட்ட போதிலும் அது தொடர்பாக போதிய அளவு

செயற்பட்டிருக்காமையால் இவ்வாறான நிலைமை ஏற்பட்டிருந்து என கணக்காய்வில் அவதானிக்கப்பட்டது.

6.22 மேலே 5.5.14 ஆம் பந்தியில் காட்டப்பட்டுள்ளவாறு இ.மி.ச இனால் 2016 ஏப்ரல்/மே காலவரையறையில் குறுகிய கால அடிப்படையில் அவசர மின் தேவைப்பாடுகள் என காட்டி 55 மெ.வொ. கொள்திறன் ஒன்றினை பெறுகை செய்வதற்காக செயற்பட்டிருந்த போதிலும் அந்த தேவைப்பாட்டினை PUCSL இற்கு உரிய முறையில் உறுதிப்படுத்துவதற்கு முடியாமல் போனமையால் பின்னர் அது கைவிடப்பட்டது என அவதானிக்கப்பட்டது.

6.23 மேலே அட்டவணை இலக்கம் 20 இன் படி பந்தியில் காட்டப்பட்டுள்ள தென் பகுதியில் காணப்படும் மின்சக்தி நெருக்கடியை தீர்ப்பதற்காக முன்மொழியப்பட்டிருந்த 2 மற்றும் 5 மாற்று சந்தர்ப்பங்களுக்காக செலவிடப்பட வேண்டுமென எதிர்பார்க்கப்படும் செலுத்துகை கிரயத்தை போல முறையே 13 மற்றும் 11 மடங்கு செலுத்துகை கிரயமாக உடன்படிக்கை நீடிப்பு செய்யுமாறு 5 வருடங்களுக்காக ஏஸ் பவர் எம்பிடிபிடிய கம்பனிக்கு செலுத்துவதற்கு நேரிட்டிருந்தது.

6.24 மேலே 5.3.1.1 பந்தியில் காட்டப்பட்டுள்ளவாறு இந்த முதலீட்டிற்காக கம்பனியினால் 61 மில்லியன் அமெ.டொ செலவிடப்பட்டிருந்ததுடன், அவற்றில் 70 சதவீதம் கடன் மூலதனத்தின் மூலமும் மீதி உரிமை மூலதனத்தின் மூலமும் பெற்றுக் கொண்டிருந்தது. அதன் படி கம்பனியினால் உண்மையாகவே தனது கையில் உள்ள பணத்தை ஈடுபடுத்தி ரூபா 18 மில்லியன் அமெ.டொலர்கள் எனப்படும் ரூபா 1,676 மில்லியன் தொகை மாத்திரம் முதலீடு செய்திருந்தது. அதே போல் இந்த முதலீட்டுத் தொகை 02 வருடங்கள் திருப்பி செலுத்தும் காலத்திற்குள் தீர்ப்பதற்காக இயலுமை ஒன்று கிடைத்திருந்தது. அதன் படி ரூபா 1,676 மில்லியன் தொகை போன்ற முதலீட்டு தொகையின் மூலம் 20 வருடங்களில் ஆக்கபூர்வான ஆயுட்காலத்தை உடைய இவ்வாறான மின் உற்பத்தி நிலையத்தை நிர்மாணிப்பதற்கு அரசுக்கு சொந்தமான வளங்களை பயன்படுத்தாமை போலவே அரசு வளங்களை தந்திரோப இயலுமை (Strategic Capabilities) உடன் இலாபமீட்டக் கூடிய முதலீடுகளில் ஈடுபடுத்துவதற்கு உரிய அதிகாரிகள் தவறியிருந்தமை அவதானிக்கப்பட்டது.

6.25 மேலே 5.5.16 பந்தியில் விவரிக்கப்பட்டுள்ளவாறு தென் பகுதியில் மின்முறைமை வலையமைப்பில் மின்கேள்வி மற்றும் வழங்கள் முகாமைத்துவத்திற்காக பரிந்துரைகள் வழங்குவதற்காக மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சின் செயலாளரினால் விஷேடத்துவக் குழு ஒன்று நியமனம் செய்யப்பட்டிருந்ததுடன், அந்தக் குழு மேற்கொண்ட ஆய்வின் போது மின்வலு முறைமையில் ஆபத்தான

- நிலைமை ஒன்று ஏற்பட்டிருப்பதற்கான காரணமாக மின்சார நிலைமாற்றல் வலையமைப்பில் நிலவும் தடைகளை அல்லாது மின்வலு உற்பத்தியின் குறைபாடுகள் அல்ல என இனங்காணப்பட்டிருந்தது.
- 6.26 திட்டங்கள் உரிய முறையில் நடைமுறைப்படுத்தப்படாமை மற்றும் நிலைமாற்றல் கட்டமைப்பில் காணப்படும் குறைபாடுகள் காரணமாக இலங்கை இலங்கை மின்சார சபைக்காக ஏஸ் பவர் எம்பிலிபிட்டிய மின்வலு நிலையத்தின் தேவைப்பாடு ஏற்பட்டமை இனங்காணப்பட்டுள்ளதுடன், சராசரி கேள்வியை பூர்த்தி செய்ய போதுமான மின்சார விநியோகமொன்று இல்லாதிருந்தமை மற்றும் அவசர தேவைப்பாடொன்று ஏற்படாமையால் என்பதும் கணக்காய்விற்கு அவதானிக்கப்பட்டது.
- 6.27 எம்பிலிபிட்டிய ஏஸ் பவர் மின்வலு நிலையத்திலிருந்து மின்சாரத்தினை கொள்வனவு செய்யும் போது ஏற்படுத்திக்கொள்ளப்பட்ட மேற்படி 5.3.1.8, 5.3.1.9 ஆம் பந்திகளில் குறிப்பிடப்பட்டுள்ள நிபந்தனைகளை அடைந்துகொள்ள பாதகமான முறையில் தாக்கமளித்துள்ளதுடன், அவை மீள கணக்கு வைக்கப்படும் போதும் மீளாய்வு செய்யப்பட்டு சரியான உடன்படிக்கைகள் கைச்சாத்திடப்படவில்லை என்பது அவதானிக்கப்பட்டது.
- 6.28 உடன்படிக்கை காலம் நிறைவடைந்ததும் மின்வலு நிலையத்தினை கொள்வனவு செய்வதற்காக மின்வலு நிலையத்தின் பெறுமதி சரியாக மதிப்பீடு செய்யப்பட்டுள்ளதாக உறுதிப்படுத்தப்படாததுடன், இலங்கை மின்சார சபையினால் சுய மதிப்பீடொன்று மேற்கொள்ளப்படாமையால், மின்வலு நிலையத்தின் உரிமையாளர்களினால் சமர்ப்பிக்கப்பட்ட விலைக்கேள்வியான ரூபா 2,446 மில்லியனை விட ஐந்து வருட காலத்தினுள் இயலளவுக் கட்டணத்தில் Non – Escalable பகுதி (மூலதன்திற்கான பெறுபேறு) மாத்திரம் செலத்தப்பட்ட தொகை ரூபா 3,650 மில்லியனானமையால் ரூபா 1,204 மில்லியனால் அதிகமாக செலுத்தப்பட்டுள்ளமை அவதானிக்கப்பட்டது.
- 6.29 மேற்படி 5.5.2 மற்றும் 5.5.40 பந்திகளில் காண்பிக்கப்பட்டுள்ளவாறு தென் பிரதேசத்தின் மின்னழுத்தம் தொடர்பான பிரச்சினை அம்பலங்கொட – காலி நிலைமாற்றல் பாதையை நிறைவு செய்தவுடன் ஓரளவிற்கு தீர்க்கப்படும் என குறிப்பிடப்பட்டுள்ள போதிலும், அந்த நிலைமாற்றல் பாதை நிர்மாணம் 2015 ஏப்ரல் மாதம் நிறைவு செய்யப்பட்டிருந்த போதிலும், அதன் மூலம் இந்த பிரச்சினைக்கு தீர்வொன்று கிடைத்துள்ளதாக அவதானிக்கப்படவில்லை.
- 6.30 மேலே 5.5.40 பந்தியில் காட்டப்பட்டுள்ள தென் பகுதியில் மின்சார நிலைமாற்றல் கட்டமைப்பில் நிலவும் குறைபாடுகள் 2011-2020 நிலைமாற்றல் திட்டத்தின் ஊடாக

இனங்காணப்பட்டு, அவற்றுக்கு தீர்வுகள் முன்வைக்கப்பட்டிருந்த போதிலும், அந்த தீர்வுகளை உரிய முறையில் அடைந்துகொள்ள முடியாதிருந்தது.

- 6.31 ஏஸ் பவர் எம்பிலிபிட்டிய (தனியார்) கம்பனி அமைந்துள்ள தீவின் தெற்குப் பகுதியின் அபிவிருத்தியை இலக்காகக் கொண்டது பல்வேறு அறிக்கைகள் மற்றும் திட்ட உடன்படிக்கைகளின் படி உமா ஓயா திட்டமும் ஆரம்பிக்கப்பட்டது என்பது தெளிவாகத் தெரிந்தது. இதன்படி, இத்திட்டத்தின் கீழ் நிர்மாணிக்கப்படவுள்ள மின் உற்பத்தி நிலையத்தின் மின்சாரத்தை தென் பிராந்தியத்தின் மின்சார தேவைக்காக பயன்படுத்துவதற்கு திட்டமிடப்பட்ட போதிலும், இந்த மின்சாரத்தினை தென் பகுதியின் நிலைமாற்றல் வலையமைப்பிற்கு சேர்ப்பதற்கு நடவடிக்கை எடுக்காது பதுளை உப மின் நிலையத்துடன் மின்சாரத்தை இணைக்கும் வகையில் மின் கடத்தல் பாதைகள் அமைக்கும் பணிகள் மேற்கொள்ளப்பட்டு வருகின்றன.
- 6.32 தற்போது வரை நாட்டின் மேற்குப் பிரதேசத்தை அண்டிய 1022.2 மெ.வொ. மின்உற்பத்தி நிலையம் நிறுவப்பட்டிருந்ததுடன் தென் பகுதியில் இருந்த மின் பற்றாக்குறையை தவிர்ப்புச் செய்வதற்காக பார்ஜ் மவுன்ட் மின் உற்பத்தி நிலையத்தை கொள்வனவு செய்த பின்னர் அதனை தென் பகுதிக்கு அண்டி நிறுவுவதற்கு நடவடிக்கை எடுக்காமை கணக்காய்வில் கருத்து முரண்பாட்டுத் தன்மையாக இருந்து. அதே போல் இந்த பார்ஜ் மின் உற்பத்தி நிலையத்தை கொள்வனவு செய்த பின்னர் அங்கு நிறுவப்பட்டிருந்த கொள்திறனில் இருந்து 74 சதவீதம் மாத்திரம் பயன்படுத்தப்பட்டிருந்தது.
- 6.33 மேலே 5.5.9 பந்தியில் குறிப்பிட்டுள்ளவாறு அமைச்சரவை உப குழுவினால் சமர்ப்பிக்கப்பட்டிருந்த இடைக்கால அறிக்கையின் படி இ.மி.ச மின்சார முறைமையின் பராமரிப்பு அலுவல்களின் செயற்பாடுகளை உறுதிப்படுத்தக் கூடிய விதமான முகாமைத்துவ தகவல் முறைமை ஒன்று (Management Information System) இ.மி.ச இல் காணப்படாமை, ஒவ்வொரு உத்தியோகத்தர் மற்றும் முகாமைத்துவம் பொறுப்புக்கள் தொடர்பாக பொறுப்புச் சொல்ல வேண்டிய நடைமுறைகளை உறுதிப்படுத்தும் நடைமுறை ஒன்று காணப்பட்ட போதிலும் அது செயற்பாடாமை மற்றும் குறைந்த அளவில் மின்சார சபையின் உயர்மட்ட முகாமைத்துவத்தில் இருக்கும் உத்தியோகத்தர்களுக்கு உரிய கடமை அட்டவணை (Job Description) உரிய முறையில் வழங்கியிருக்காத காரணத்தினால் ஏதேனும் ஒரு குற்றத்திற்கு பொறுப்புச் சொல்ல வேண்டிய உத்தியோகத்தரை இனங்காணுதல் கடினமாதல் ஆகிய முகாமைத்துவ பலவீனங்கள் இ.மி.ச தீர்மானம் எடுக்கும் செய்முறை தொடர்பாக பிரதிகூலமான தாக்கத்தை ஏற்படுத்தியிருந்ததாக அவதானிக்கப்பட்டது.

## 7. பரிந்துரைகள்

- 7.1 மின்வலு நிலைத்தினை கொள்வனவு செய்வதன் பொருளாதார நலன் தொடர்பில் மீள ஆராய்ந்து கொள்வனவுகள் சாதகமான நிலைமையொன்றினை உறுதிப்படுத்தினால் தாமதிக்காது அல்லது நிலவும் உடன்படிக்கை நிறைவடைந்ததும் மின்வலு நிலையத்தை கொள்வனவு செய்ய கவனம் செலுத்தப்பட வேண்டியமை.  
(தொடர்பு 6.1)
- 7.2 அரசு மதிப்பீட்டாளரினால் மதிப்பீடு செய்யும் போது கவனம் செலுத்தப்பட வேண்டிய விடயங்களுக்காக உரிய கவனம் செலுத்தப்படாத காரணத்தால் அல்லது/மற்றும் கவனயீனம் காரணமாக சரியான மதிப்பீட்டு பெறுமதியை விட குறைவான பெறுமதியொன்று கிடைத்திருப்பின் அதற்காக பொறுப்புக்கூற வேண்டிய தரப்பினர் இனங்காணப்பட்டு பொருத்தமான நடவடிக்கை எடுத்தல்.  
(தொடர்பு 6.2, 6.4, 6.5)
- 7.3 அந்த மதிப்பீட்டாளருக்கு இலங்கை மின்சார சபையினால் போதிய தகவல் வழங்கப்படவில்லை எனின் மற்றும் அதற்கு தேவையான ஒத்துழைப்பு வழங்கப்படாத காரணத்தால் மதிப்பீடு குறைவடைந்திருந்தால், அது தொடர்பிலும் உரிய நடவடிக்கை எடுத்தல்.  
(தொடர்பு 6.4, 6.5)
- 7.4 ஏதேனும் காரணத்தால் மின்வலு நிலையம் கொள்வனவு செய்யப்படாவிட்டால் மற்றும் தொடர்ந்தும் இந்த மின்வலு நிலையத்திலிருந்து மின்சாரத்தினை கொள்வனவு செய்வதற்கு நடவடிக்கை எடுக்கப்பட்டால், அந்த கொள்வனவுக்கு உடன்படிக்கை கைச்சாத்திடப்பட்டால், அந்த உடன்படிக்கையை அரசிற்கு உச்ச நலன் கிடைக்கும் வகையில் உடன்படிக்கை கைச்சாத்திடல்.  
(தொடர்பு 6.3, 6.6, 6.18, 6.23, 6.27)
- 7.5 மின்சாரக் கட்டமைப்பில் நிலவக்கூடிய நலிவுகள் மற்றும் கட்டமைப்பு வரைபறைகள் தொடர்பிலும் அந்த நலிவுகள் மற்றும் வரைபறைகளுக்காக எடுக்க வேண்டிய ஆக்கபூர்வமான மாற்று நடவடிக்கைகள் தொடர்பில் உயர் முகாமைத்துவத்திற்கு சரியான தகவல் சமர்ப்பித்தலும், உயர் முகாமைத்துவத்தினால் குறித்த பிரிவுகளிலிருந்து கால அடிப்படையில் தகவல் பெற்றுக்கொள்ளப்பட்டு அந்த தகவல்கள் தொடர்பில் கவனம் செலுத்தி சிறந்த தீர்மானங்களை மேற்கொள்ளல்.  
(தொடர்பு 6.20, 6.17)



- 7.6 இலங்கை மின்சார சபையினால் தனியார் துறையிடமிருந்து மின்சாரத்தினை கொள்வனவு செய்யும் போது இலங்கை மின்சார அதிகாரச்சட்டம் மற்றும் அதற்குரிய திருத்தங்களுக்கு அமைவாக மற்றும் பொதுப் பயன்பாடுகள் ஆணைக்குழுவின் விதிகளுக்கு அமைவாகவும் நடவடிக்கை எடுத்தல்.  
(தொடர்பு 6.15, 6.16)
- 7.7 இலங்கை மின்சார சபையினால் தனியார் துறையிடமிருந்து மின்சாரத்தினை கொள்வனவு செய்தல் போன்ற பணிகளை மேற்கொள்ளும் போது பொதுப் பயன்பாடுகள் ஆணைக்குழுவினால் அது தொடர்பில் அதிக கவனம் செலுத்துதல்.  
(தொடர்பு 6.1, 6.6, 6.12, 6.13, 6.15)
- 7.8 எரிபொருள் கட்டணத்தை தீர்மானிக்கும் போது உண்மையான செலவினங்கள் மாத்திரம் மீளளிக்கப்படும் வகையில் உடன்படிக்கையை தயாரித்தலும், மின்வலு நிலையத்தின் எரிபொருள் எரிவு சதவீதம் உரிய நடைமுறையின் ஊடாக பரிட்சித்தலும் மேற்கொள்ளல்.  
(தொடர்பு 6.9, 6.10)
- 7.9 உற்பத்தி திட்டம் மற்றும் நிலைமாற்றல் திட்டம் ஆகியன திட்டமிடப்பட்ட காலத்தினுள் நிறைவு செய்ய நடவடிக்கை எடுப்பதன் மூலம் அவசர கொள்வனவு தேவைப்பாடுகளை தவிர்த்துக்கொள்ள நடவடிக்கை எடுத்தல் மூலம் கிரயத்தினை குறைத்துக்கொள்ளல்.  
(தொடர்பு 6.19, 6.30)

ஒப்பம்./டபிள்யூ. பி. சி. விக்ரமரத்ன.  
கணக்காய்வாளர் தலைமை அதிபதி

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கணக்காய்வாளர் தலைமை அதிபதி

2023 சனவரி 20 ஆந் திகதி

## **Special Report on the Purchase of Electricity from ACE Power Embilipitiya (Pvt) Ltd by the Ceylon Electricity Board.**

### **Executive Summary**

As the electricity generated by the Ceylon Electricity Board had not sufficed to meet the demand due to failure in achieving the long-term power generation plan, the Ceylon Electricity Board had entered into an agreement on 09 May 2003 with the ACE Power Embilipitiya (Pvt) Ltd to purchase electricity for a period of 10 years. The validity period of the agreement had remained effective from 06 April 2005 to 06 April 2015, and after the termination of the agreement as at that date, it had been decided by the Cabinet on 23 March 2016 to consider the said power plant being purchased by the Ceylon Electricity Board in the wake of the urgent requirement for electricity existed at that time. Nevertheless, the Ceylon Electricity Board had taken measures to extend the agreement after a period of one year since the termination of the agreement (excluding that period) in order to purchase electricity even further without implementing the said Cabinet Decision and contrary to the measures to be followed as per the Sri Lanka Electricity Act.

Plans had been prepared to invest a sum of US \$ 61 million for constructing this power plant, and 70 per cent of that investment equivalent to US \$ 43 million had been supplied through loan capital whilst the balance of US \$ 18 million had been supplied through equity capital by the private company that had owned the said power plant. The Government had not made any financial contribution directly in that connection, and 58.61 per cent of the total project cost equivalent to US \$ 36 million had been spent on Property, Plant and Equipment. A net profit of Rs. 8,571,518,589 had been earned by the ACE Power Embilipitiya (Pvt) Ltd during the initial period of agreement (2005-2015), and that profit indicated 511 per cent of the initial capital invested by the Company in the year 2003 amounting to Rs. 1,676,127,200.

With a capacity of 103 Megawatts, the power plant was capable of generating 902,280,000 Kilowatt Hours annually. Considering the certified capacity of 99.554 Megawatts, the power plant was capable of generating 872,093,040 Kilowatt Hours. Nevertheless, taking into consideration the power plant factor of 80 per cent as per the

agreement, the amount of 697,674,432 Kilowatt Hours generated annually, had been mentioned as minimum certified capacity (MGEA) in the agreement.

Following the request of the Ceylon Electricity Board, the Government Valuer had assessed the value of this power plant to be Rs. 2,370 million. Nevertheless, had the capacity of the company being 66.9 per cent and setting off other operating expenses against the gross profit of 55 per cent been taken into consideration accurately, it was observed in audit that the value of the power plant would have been Rs. 4,176 million. As such, the Audit observed that the value of the power plant had been devalued by Rs. 1,806 million as against the sum of Rs. 2,370 million being the assessed value of the Government Valuer. Furthermore, the assessed value was less than the bid value of Rs. 2,446 million presented by the owners of the power plant for selling it to the Ceylon Electricity Board. Hence, it had been decided to extend the validity period of the initial agreement for a period of 05 years and 06 months in 04 instances without purchasing the power plant. As such, the possibility of maintaining the power plant in a manner favorable to the Government after being acquired by the Ceylon Electricity Board, had been lost due to the fact that the value assessed by the Government Valuer had been less than the bid value of the owner of the Company.

The initial agreement entered into in the year 2003 had expired after 10 years, but the said expiration had not been included in the agreement relating to "Buy out Events" under Condition No. 11 of the initial agreement. As such, the Ceylon Electricity Board had been deprived of the rights to purchase this power plant under "Buy out Events" (even though the Company had not proposed to sell the power plant to the Ceylon Electricity Board). Furthermore, the electricity board had to pay 13 times and 11 times the expected cost of transmission expected to be incurred on the 02 alternative options proposed to solve the electricity crisis in the Southern region as capacity charges for the period of 5 years for which the agreement had been extended, to ACE Power Embilipitiya (Pvt) Ltd.

It was identified that the necessity had arisen for the Ceylon Electricity Board to purchase electricity from ACE Power Embilipitiya (Pvt) Ltd due to reasons such as plans had not been implemented properly and deficiencies in the transmission grid. It was

also observed in audit that the said necessity had not arisen due to lack of electricity supply to meet the average demand or an urgent requirement.

This special report expects to draw attention of the relevant officials on the matters such as, economic aspects of purchasing the power plant should be reviewed again and in case of such aspects being favorable, attention should be brought to purchase the power plant without delay or after expiration of the existing agreement ; in case that the power plant had been undervalued by the Government Valuer due to failure in drawing adequate attention on the vital issues and / or negligence, the parties responsible therefor should be identified and necessary action should be taken in that connection ; and, in the event that the power plant is not purchased and an agreement is entered into for purchasing electricity further from this power plant, maximum economic benefits for the Government should be ensured.

## **01. Background and Nature of the Report**

As the electricity generated by the Ceylon Electricity Board did not suffice to meet the demand due to failure in achieving the long term power generation plans, it became necessary that electricity should be purchased from the private sector in order to manage the excess demand. Accordingly, the Ceylon Electricity Board entered into an agreement on 09 May 2003 with the ACE Power Embilipitiya (Pvt) Ltd to purchase electricity for 10 years. Furthermore, the construction of ACE Power Embilipitiya (Pvt) Ltd was commenced as a BOI project in accordance with an agreement signed on the same day between that Company and the Government of Sri Lanka. However, despite being informed by the Cabinet that the power plant be purchased later, the agreement was extended after a period of one year since the expiration of the initial period of agreement contrary to the provisions of the Electricity Act. As such, this report is issued by virtue of the powers vested in me through the National Audit Act, No. 19 of 2018 with a view to identifying the unfavorable impact on the profitability and financial position of the Ceylon Electricity Board in this context and ensuring the optimum of the similar projects to be implemented in the future.

## **02. Methodology Followed in Preparing the Report**

The following methodologies were followed in the preparation of this report.

### **2.1 Scrutiny of Documents.**

- i. Sri Lanka Electricity Act, No. 20 of 2009.
- ii Sri Lanka Electricity (Amendment) Act, No. 31 of 2013.
- iii The agreement entered into between the ACE Power Embilipitiya (Pvt) Ltd and Government of Sri Lanka.
- iv The agreement entered into between the ACE Power Embilipitiya (Pvt) Ltd and the Government of Sri Lanka for the purchase of electricity.
- v The agreement entered into between the ACE Power Embilipitiya (Pvt) Ltd and the Ceylon Petroleum Corporation relating to the supply of fuel.
- vi The agreement for purchasing electricity from the private sector.
- vii Monthly reports on control and operations of the transmission system of the

Ceylon Electricity Board.

- viii Historical data and statistical information of the Ceylon Electricity Board relating to the era of 1969-2016.
- ix The long-term power generation plans of the Ceylon Electricity Board.
- x Decisions of the Public Utilities Commission of Sri Lanka on the low cost and long term power generation plans.
- xi Monthly invoices of the ACE Power Embilipitiya (Pvt) Ltd.
- xii Sustainable Power Sector Support Project report II prepared by the Asian Development Bank (ADB)
- xiii Newspaper articles on the purchase of power from private sector.
- xiv Documents exchanged between the Ceylon Electricity Board, Ministry of Power and Renewable Energy (MoP & RE), and the Public Utilities Commission of Sri Lanka.
- xv The long-term transmission plan of the Ceylon Electricity Board (2018-2027).
- xvi Preliminary project proposals on the development of south east dry zone.
- xvii Annual financial statements of the ACE Power Embilipitiya (Pvt) Ltd furnished to other Government institutions for other legal requirements.

## **2.2 Other Examinations**

- i Discussions held with officers of the Public Utilities Commission of Sri Lanka.
- ii Discussions held with officers of the transmission and generation division of the Ceylon Electricity Board.
- iii Examining information relating to the purchase of fuel from the Ceylon Petroleum Corporation.
- iv Analytical Review.

### 03. Restrictions to the Scope

There exist no provisions for the Auditor General to directly examine the annual financial statements of the ACE Power Embilipitiya (Pvt) Ltd. Audits were conducted based on annual financial statements of the Company furnished to Government institutions for other legal requirements.

### 04. Scope

This report examines : the purchase of electricity for 10 years during the period, 06 April 2005 – 06 April 2015 in terms of the initial agreement entered into between the ACE Power Embilipitiya (Pvt) Ltd and the Ceylon Electricity Board; the procedure followed to extend the agreement after a period of one year since its expiration; and, purchase of electricity by extending the agreement in 04 instances.

### 05. The Process

#### 5.1 Generation and Demand for Electricity in Sri Lanka at Present

##### 5.1.1 Demand for Electricity in Sri Lanka

Considering the demand (sale) for electricity during the period of 20 years between 2002 and 2021, a growth of 5.54 per cent is observed in the average demand annually. Furthermore, the demand for electricity in the 06 preceding years is shown in the Table below.

**Table 01 – The Annual Demand for Electricity in Sri Lanka**

Year	Annual Demand for Electricity GWh	Purchases from Private Power Plants GWh	Percentage %
2016	12,785	3322	25.98
2017	13,431	3978	29.61
2018	14,091	3570	25.34
2019	14,611	4636	31.72
2020	14,286	4575	32.02

2021	15,214	4004	26.32
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**Source : Historical Data Book, 1969-2020 and Statistical Digest, 2021-CEB**

It has been identified in the Long Term Generation Expansion Plan, 2022-2041 that there would be an average of 05 per cent annual growth in the demand for electricity within the 25 ensuing years of 2022-2046 (Annexure 01).

### 5.1.2 Sources of Generating Electricity in Sri Lanka at Present

By the end of the year 2021, the total capacity of generating electricity was 4,186 MW (inclusive of private plants), and 16,716 GWh ( 16,716,000 MWh) of electricity had been generated during that year whereas the consumption of electricity stood at 15,214 GWh.

**Table 02 – Position of Power Plants – 2021.**

Type of Power Plant	Number	Capacity - MW	Ownership
Thermal Power Plants – Fossil Fuel	10	654	CEB
Thermal Power Plants –Coal-fired	01	900	CEB
Hydropower Plants	17	1383	CEB
Wind Power Plants	01	104	CEB
Thermal Power Plants – Fossil Fuel	02	433	Private
Renewable Energy Power Plants	299	712	Private
Total	330	4,186	

**Source : Statistical Digest, 2021-CEB.**

## 5.2 Transmission and Power Generation Sources Required for Southern Sri Lanka

### 5.2.1 Power Generation Sources

Power plants in the capacity of 289 MW had been used to meet the demand for electricity in southern Sri Lanka, and 57.43 per cent thereof equivalent to 166 MW, had been provided by the private sector whereas 123 MW or 42.56 per cent had belonged to the Ceylon Electricity Board. Accordingly, it was identified that



contribution of the private sector was mandatory to manage the demand for electricity in southern Sri Lanka.

**Table 03 – Sources of Generating Power in the Southern Region-2017.**

Name of the Power Plant	Capacity MW	Ownership
1) ACE Power Embilipitiya Power Plant	100	Private
2) Samanala Wewa	120	CEB
3) ACE Power Generation Matara	20	Private
4) Wind Power Plant	03	CEB
5) Renewable Energy Power Plants	46	Private
Total	<u>289</u>	

## 5.2.2 Transmission Lines in the Southern Region

5.2.2.1 Two transmission lines in the capacity of 132 kV along with 08 substations had been used to supply electricity for the southern region. As such, those transmission lines as well as the power generation sources linked to the said lines, had been crucial in managing the demand for electricity in that region.

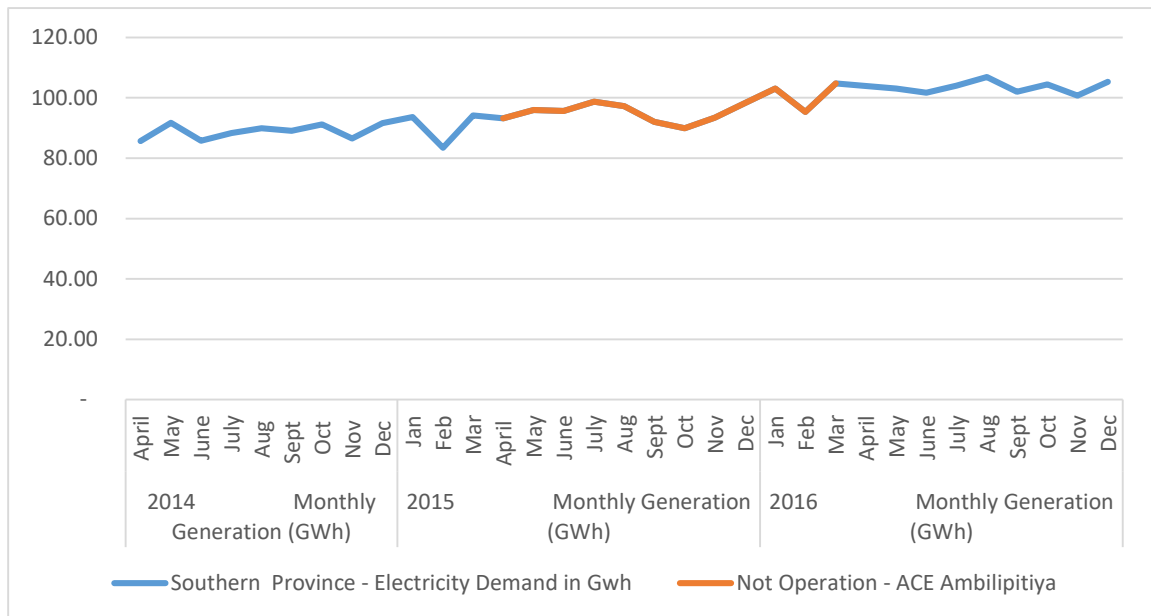
**Table 04 – Transmission Lines Supplying Electricity to the Southern Sri Lanka**

Transmission Line	Source of Power Generation	Capacity of the Line	Capacity MW
New Laxapana - Balangoda	Laxapana Complex, Samanala Wewa	132 kV	120
Pannipitiya-Mathugama	Kukule Gaga Power Station	132 kV	75

5.2.2.2 The following graph illustrates the demand / supply of electricity in the southern region of Sri Lanka during the period from April 2014 to December 2016. It is observed as per the graph that the demand / supply of electricity had only slightly increased during that period. It was stated that the Ceylon Electricity Board had been capable of ensuring a continuous supply of electricity to that

region during the period of April 2015 – March 2016 even before the ACE Power Embilipitiya (Pvt) Ltd become functional.

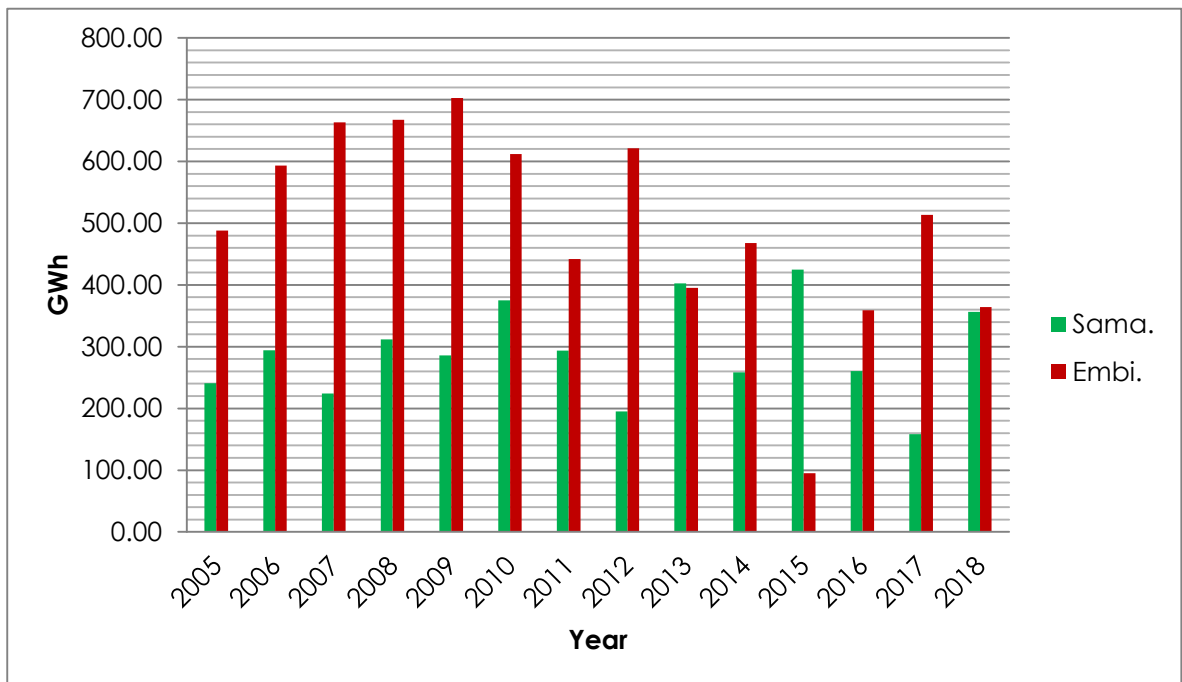
**Figure 01. Supply/Demand for Electricity-Southern Region.**



**Source : Information Made Available at the Discussion Held with the Additional General Manager (Transmission) on 18 January 2019.**

5.2.2.3 The CEB had supplied electricity continuously to the southern region without interruption or purchasing electricity on short-term basis for a period of one year (year 2015) during which the 10 year agreement with the ACE Power Embilipitiya (Pvt) Ltd remained lapsed. It is obvious as per the Table given below that electricity had been generated using Samanala Wewa reservoir by the Water Management Secretariat as well.

Figure 02. **Generation of Power using the Samanala Wewa reservoir and the ACE Power Embilipitiya (Pvt) Ltd.**



Source : Information Made Available at the Discussion Held with the Additional General Manager (Transmission) on 18 January 2019.

### 5.3 Agreement with the ACE Power Embilipitiya (Pvt) Ltd to Meet the Electricity Demand of the Southern Region

#### 5.3.1 Construction of the Power Plant of the ACE Power Embilipitiya (Pvt) Ltd

5.3.1.1 Construction of the said power plant had been commenced in the southern region as a BOI project in terms of an agreement (Annexure 02) entered into between the Government of Sri Lanka and the ACE Power Embilipitiya (Pvt) Ltd on 09 May 2003. According to the agreement, plans had been prepared to construct the power plant under an investment of US \$ 61 million, and 70 per cent of that investment equivalent to US \$ 43 million had been supplied through a loan capital whilst the balance of US \$ 18 million had been provided through equity capital with no direct financial contribution made by the Government. A sum of US \$ 36 million representing 58.61 per cent of the total cost of the project, had been incurred on plant and machinery.

**Table 05 – Investment Made on the Project in terms of Each Item of Cost**

Item	Amount Invested US \$	Percentage
Plant and Machinery	35,840,920	58.61
Civil Constructions	8,390,000	13.72
Initial Working Capital	6,409,993	10.48
Financial Cost	4,105,000	6.71
Development Cost of the Project	2,178,286	3.56
Cost on Loans during the Period of Construction	1,860,611	3.04
Other Cost on Capital	1,753,334	2.87
Transmission Lines	396,000	0.65
Lands	221,000	0.36
<b>Total Project Cost</b>	<b>61,155,144</b>	<b>100</b>

5.3.1.2 As mentioned in Paragraph 5.3.1.1 above, the Company had taken action to obtain the loan amount of US \$ 42,808,601 (70 per cent of the project cost) from 02 main sources to finance the project. Particulars are as follows.

**Table 06 – Loan Capital Utilized on the Project**

Item	Source of Loan – 01	Source of Loan -02
Loan Amount US \$	15,288,786	27,519,815
Payback Period – Years	07	07
Rate of Interest	8.45 %	5.725%
Grace Period – Years	01	-

5.3.1.3 Payback of loans as per the conditions agreed in that connection, is shown in the following Table.

**Table 07 – Paying Loan Installments**

<b>Year</b>	<b>Opening Balance (US \$)</b>	<b>Payback of Loan Installments( US \$ )</b>	<b>Closing Balance(US \$ )</b>	<b>Cost on Loans (US \$)</b>
1	42,808,602	3,931,402	38,877,199	2,754,875
2	38,877,199	6,479,533	32,397,666	2,422,144
3	32,397,666	6,479,533	25,918,132	1,981,754
4	25,918,132	6,479,533	19,438,599	1,541,364
5	19,438,599	6,479,533	12,959,066	1,100,975
6	12,959,066	6,479,533	6,479,533	660,585
7	6,479,533	6,479,533	-	220,195
		<b>42,808,601</b>		<b>10,681,892</b>

Accordingly, it is obvious that plans had been prepared to settle the loan in full within a period of 07 years after a grace period of one year.

5.3.1.4 According to the agreement, the equity capital amounted to US \$ 18,346,543 equivalent to 30 per cent of the total cost on the project. The agreement further mentioned return on equity ranging from 17 per cent to 28 per cent.

**Table 08 – Return on Equity**

<b>Year</b>	<b>Equity Capital (US \$ )</b>	<b>Return (US \$)</b>	<b>Return (%)</b>
1	18,346,543	3,577,575	19
2	18,346,543	3,210,645	17
3	18,346,543	3,210,645	17

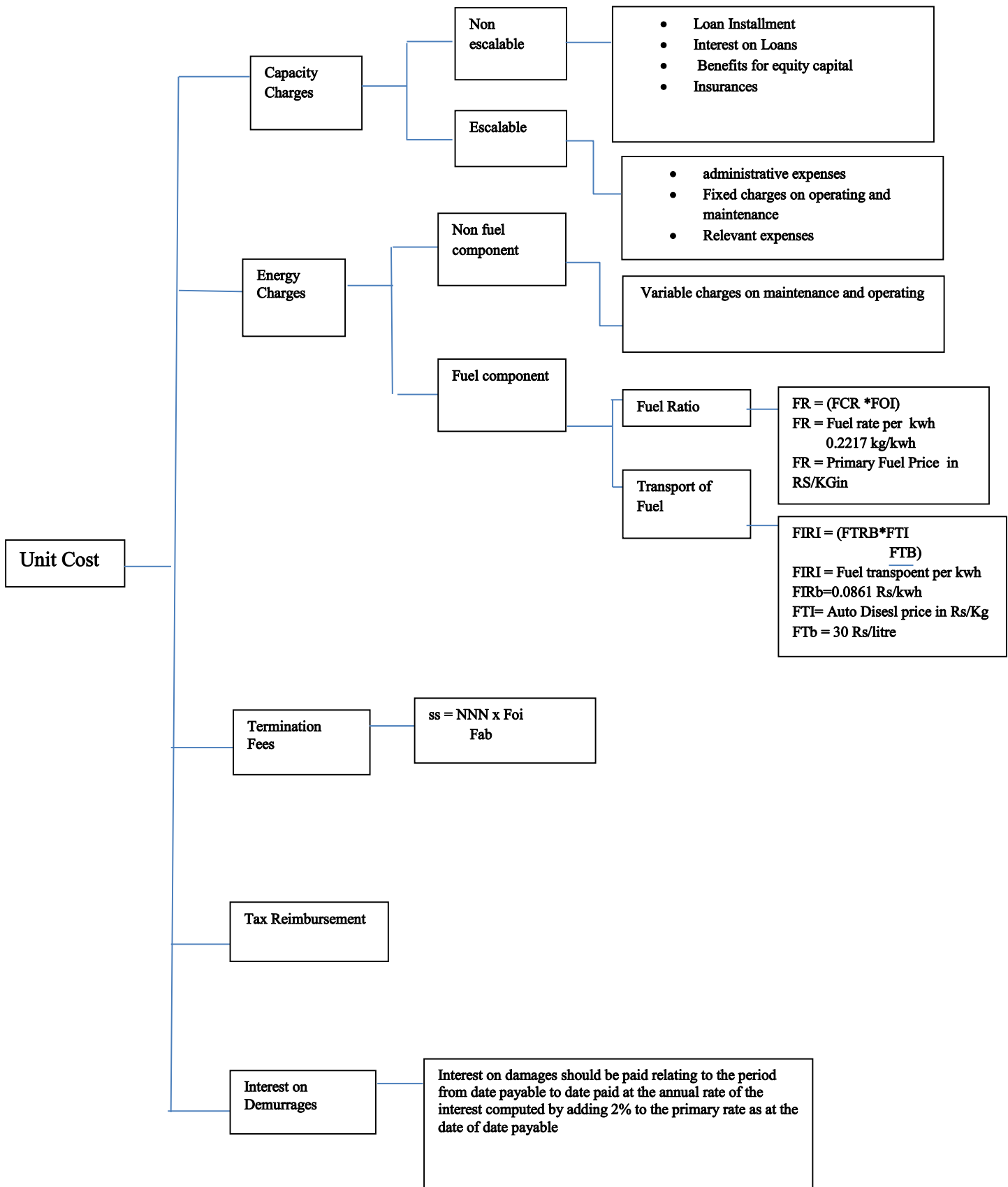
4	18,346,543	3,210,644	17
5	18,346,543	3,118,912	17
6	18,346,543	3,302,378	18
7	18,346,543	3,302,378	18
8	18,346,543	4,586,636	25
9	18,346,543	5,137,032	28
10	18,346,543	4,586,643	25
<b>Total</b>	<b>18,346,543</b>	<b>37,243,483</b>	<b>203</b>

According to the information given in Table 07, the cost on loans amounting to US \$ 10,681,892 would be paid in full by the end of the 07th year, thus resulting in a higher rate for the return on equity in the latter years.

5.3.1.5 Capacity of this power plant was 103 MW capable of producing 902,280,000 kWh per annum which was 872,093,040 kWh as compared to the certified capacity of the power plant being 99.554 MW. Nevertheless, considering the factor of 80 per cent for the power plant mentioned in the agreement, 697,674,432 kWh would be produced annually. This was shown as the Minimum Guaranteed Energy Amount (MGEA).

5.3.1.6 The constituents to a unit of electricity produced by and purchased from the ACE Power Embilipitiya (Pvt) Ltd are given in the following figure.

Figure 03 – Breakdown of Cost per Unit of Electricity Purchased from the ACE Power Embilipitiya (Pvt) Ltd



5.3.1.7 The fee on capacity had to be paid under two categories namely, non **Escalable** escalable component of the capacity and escalable component of the capacity. The annual capacity fee had been payable based on 697,674,432 kWh being the amount of MGEA.

**Table 09 – Capacity Fee as per the Agreement and the Actual Fee Paid**

<b>Cost Component</b>	<b>Expenses Covered by the Cost Component</b>	<b>Expenditure as per the Agreement US \$</b>	<b>Amount Paid US \$</b>
Capacity Fee -	Repayment of Loan Installments	42,808,601	103,116,281
Non Escalable	Cost on Loans	10,681,892	(Including the annual LIBOR adjustment)
	Return on Equity Capital	37,243,483	
	Insurance *	10,883,721	
Capacity Fee- Escalable	Administrative Expenses, Fixed, Operating and Maintenance Expenses, and Relevant Expenses.	11,860,465	14,385,686 Including ) adjustment for (inflation
		113,478,162	117,501,967

\* According to the agreement, the investment comprised an equity capital of US \$ 18,346,543 and a loan capital of US \$ 42,808,601.

(i) Non Escalable Component of the capacity.

This cost component comprised, payment of loan installments, cost on loans, return on equity capital, and insurance. The loan capital of the project (US \$ 42,808,601) & the cost thereon (US \$ 10,681,892) and the insurance (US \$ 10,833,721) as mentioned in Table 07 above, along with the return on equity capital (US \$ 37,243,483) as mentioned in Table 08 above, had been absorbed into the non escalable capacity fee per unit of



electricity based on the MGEA value of 697,674,432 kWh that the CEB had agreed to purchase as shown in the Table given below.

**Table 10 – Breakdown of the Non Escalable Component of the capacity per Unit of Electricity**

Year	Payback of Loans	Cost on Loans	Return on Equity Capital	Insurance	N:E: Capacity Fee	Annual Adjustment (LIBOR)	N:E: Component of the capacity Fee
1	0.0056	0.0039	0.0051	0.0018	0.0164	0.0008	0.0172
2	0.0093	0.0035	0.0046	0.0018	0.0192	0.0005	0.0197
3	0.0093	0.0028	0.0046	0.0018	0.0185	0.0005	0.0190
4	0.0093	0.0022	0.0046	0.0018	0.0179	0.0004	0.0183
5	0.0093	0.0016	0.0045	0.0018	0.0172	0.0002	0.0174
6	0.0093	0.0009	0.0047	0.0018	0.0167	(0.0001)	0.0167
7	0.0093	0.0003	0.0047	0.0016	0.0159	-	0.0159
8	-	-	0.0066	0.0016	0.0082	(0.0001)	0.0081
9	-	-	0.0074	0.0016	0.0090	(0.0001)	0.0089
10	-	-	0.0066	-	0.0066	-	0.0066
	-	-	-	-	-	-	-
	0.0614	0.0152	0.0534	0.0156	0.1456	0.0022	0.1478

(ii) Escalable Component of the Capacity

Taking into account the sum of US \$ 11,860,465 to be incurred by the Company on administrative expenses, fixed charges, and maintenance and other expenses, the value per kWh had been mentioned as US \$ 0.0017 based on the MGEA value of 6,976,744,320 in the agreement that

remained effective for 10 years between the CEB and ACE Power Embilipitiya (Pvt) Ltd. It was scheduled that monthly payments would be made in accordance with the consumer price index of the United States.

5.3.1.8 The energy charges to be paid mentioned herein, had three constituents namely, ratio of fuel, ratio of fuel transportation, and non-fuel component of energy charges.

(i) Fuel Ratio

The fuel ratio was derived as follows in the agreement entered into between the CEB and ACE Power Embilipitiya (Pvt) Ltd.

$$\text{Fuel Ratio} = \frac{0.2217 \text{ kg}}{\text{kg}} * \frac{\text{No. of Electricity Units Purchased}}{\text{Units Purchased}} * \frac{\text{Primary Price of Fuel for the Relevant Month}}{\text{Month}}$$

(ii) Ratio of Fuel Transportation

The ratio of fuel transportation was derived as follows in the agreement entered into between the CEB and ACE Power Embilipitiya (Pvt) Ltd.

$$\text{Ratio of Fuel Transportation} = \frac{0.00861 \text{ kg}}{\text{kg}} * \frac{\text{No. of Electricity Units Purchased}}{\text{Units Purchased}} * \frac{\text{Price of Auto Diesel for the Relevant Month}}{\text{Primary Fuel Price of the Based Month (Rs. 30/Liter)}}$$

(iii) Non-fuel Component of the Energy Charges

Taking into account the sum of US \$ 37,729,620 to be incurred by the Company on variable operations and maintenance expenses, the value per kWh had been mentioned as US \$ 0.0044 for the first 05 year period and US \$ 0.0064 for the ensuing period of 05 years based on the MGEA

value of 6,976,744,320 in the agreement (Annexure 02) that remained effective for 10 years between the CEB and ACE Power Embilipitiya (Pvt) Ltd. It was scheduled that monthly payments would be made in accordance with the consumer price index of the United States.

**5.3.1.9 Suspension Charges**

The CEB had given their consent in the agreement to make payments in case of power generation process of the power plant being suspended for more than 200 times per year. The charges to be paid in that manner were derived as follows.

$$\begin{aligned} \text{Suspension Charges} &= \frac{\text{No. of Suspensions} \times 15,000 \times \text{Primary Fuel Price of the Relevant Month}}{\text{Primary Fuel Price of the Based Month (Rs. 21.42/Liter)}} \end{aligned}$$

**5.3.1.10 Reimbursement of Taxes**

According to Section 4.1(c) of the agreement (Annexure 03), every expenditure incurred by the Company on taxes should have been reimbursed by the CEB. Furthermore, when requested by the CEB, the tax certificates of the Company should have been made available after being certified by a tax consultant; and, as per Section 4.1(d) of the agreement, there existed the possibilities of sales taxes incurred by the Company being reimbursed by the CEB whilst sales taxes on applications would also be reimbursed by the CEB in terms of Section 4.1(f) of the agreement.

**5.3.1.11 Interest for Delay**

Interest should have been levied on payments made by the CEB after the specified date in terms of Section 4.5 of the agreement. The primary rate of interest had been stated as + 2 per cent.

**5.3.2 Information On payments for Electricity**

5.3.2.1 It was scheduled that a minimum of 6,977 GW of power be purchased by CEB from the Company within the initial period of agreement (2005-2015). Nevertheless, only 82 per cent of that amount or 5,748 GW had actually been

purchased during that period as shown below. During the same period, a sum of US \$ 117,501,967 equivalent to Rs. 13,368 million had been paid by the CEB to the Company as capacity charges indicating that the capacity charge per unit of electricity amounted to US \$ 0.02. Moreover, a sum of US \$ 495,196 equivalent to Rs. 53 million had also been paid as interest on delay relating to the capacity charges.

**Table 11 – Payments Made on the Capacity Charges (US \$ )**

Period of Agreement	Units of Electricity GWh		Capacity Charges						Total
	MGEA	Actual	%	Capital	Inflation	Total	Non Escalable	Int on Delay	
06/2005	698	697	100	1,186,047	105,584	1,291,631	12,000,000	100,132	13,391,763
07/2006	698	576	83	1,186,047	143,980	1,330,027	13,744,186	151,416	15,225,629
08/2007	698	670	96	1,186,047	180,139	1,366,185	13,255,814	67,376	14,689,375
09/2008	698	668	96	1,186,047	242,055	1,428,101	12,767,442	77,932	14,273,475
10/2009	698	704	101	1,186,047	229,908	1,415,954	12,139,535	112,491	13,667,981
11/2010	698	501	72	1,186,046	253,850	1,439,896	11,651,160	26,559	13,117,615
12/2011	698	533	76	1,186,047	302,132	1,488,178	11,093,026	-	12,581,204
13/2012	698	590	85	1,186,047	329,739	1,515,785	5,651,163	(139,341)	7,027,607
14/2013	698	434	62	1,186,047	356,676	1,542,723	6,209,302	-	7,752,025
15/2014	698	376	54	1,186,047	381,160	1,567,206	4,604,651	98,631	6,270,488
Total	6,977	5,748	82	11,860,465	2,525,221	14,385,686	103,116,281	495,196	117,997,163
US \$									
<b>Total Rs. Million</b>				<b>1,379</b>	<b>302</b>	<b>1,681</b>	<b>11,687</b>	<b>53</b>	<b>13,421</b>

5.3.2.2 Energy charges amounting to Rs. 73,651 had been paid during the initial period of agreement (2005-2015) as shown below, and the cost per unit of electricity amounted to Rs. 12.81. Furthermore, sums of Rs. 363 million, Rs. 4,784 million and Rs. 527 million had also been paid as suspension charges, tax reimbursements, and interest on delay respectively.

**Table 12 – Payments Made on Energy Charges (Rs. million)**

Period of Agreement	Fuel Ratio	Fuel Transportation Fee	Non-fuel Component	Inflation	Total of the Energy Charges	Suspension Charges	Tax Reimbursement	Interest on Delay	Total
06/2005	4,394	98	305	28	4,825	7	1,008	42	5,882
07/2006	5,247	100	249	33	5,629	31	868	47	6,575
08/2007	8,471	141	325	49	8,986	15	370	37	9,409
09/2008	8,552	173	328	68	9,121	23	308	117	9,569
10/2009	4,458	146	355	69	5,028	0	563	109	5,701
11/2010	4,052	105	364	77	4,598	48	287	18	4,950
12/2011	5,867	132	399	103	6,501	0	570	0	7,071
13/2012	9,528	196	85	135	9,944	37	493	0	10,474
14/2013	9,704	151	362	109	10,326	78	175	0	10,579
15/2014	8,148	123	320	101	8,692	125	141	157	9,115
<b>Total</b>	<b>68,421</b>	<b>1,366</b>	<b>3,092</b>	<b>772</b>	<b>73,651</b>	<b>363</b>	<b>4,784</b>	<b>527</b>	<b>79,325</b>

## 5.4 Operating Activities of the ACE Power Embilipitiya (Pvt) Ltd

5.4.1 It was observed that a net profit of Rs. 8,571,518,589 had been earned by the ACE Power Embilipitiya (Pvt) Ltd during the initial period of agreement (2005-2015). As compared to the initial investment of Rs. 1,676,127,200 made by them in the year 2003, the said profit represented 511 per cent. Furthermore, the Company had sustained a net loss of Rs. 543,670,674 in the financial year of 2015/16 which had been attributable to the facts that electricity had been generated only for 05 days in that financial year following the termination of agreement with CEB, and a sum of Rs. 305,960,036 had been written off against the profit as the net impairment value of stocks and other assets. Nonetheless, within a duration of 05 years since the period of validity of the agreement with the ACE Power Embilipitiya (Pvt) Ltd had been extended by the CEB in the year 2016, a net profit of Rs. 6,813,360,650 had been earned with respect to the periods of 2016/2017, 2017/2018, 2018/2019, 2019/2020, and 2020/2021. Accordingly, the net profit earned by the ACE Power Embilipitiya (Pvt) Ltd as at 31 March 2021 totaled Rs. 14,841,208,565 as mentioned below, and that indicated 885 per cent of the initial investment (Rs. 1,676,127,200). As the profit earned only during the periods of 2005/06 and 2006/07 totaled Rs. 1,872,477,420, the payback period of the investment was 02 years.

**Table 13 – Financial Information of the Company , 2005-2021**

Year	Profit/(Loss)	Shareholder Equity	Ratio of Return on the Investment, %	Earning per Share
06/2005	798,695,842	2,377,571,215	47.65	5
07/2006	1,073,781,578	2,328,642,333	64.06	6
08/2007	1,100,515,679	3,192,022,945	65.66	7
09/2008	1,194,515,959	3,829,453,426	71.27	7
10/2009	1,125,226,385	4,283,275,784	67.13	7

11/2010	1,078,852,671	2,084,144,935	64.37	6
12/2011	215,519,993	1,713,020,408	12.86	1
13/2012	665,219,914	2,209,191,572	39.69	4
14/2013	842,362,836	3,045,461,519	50.26	5
15/2014	476,827,732-	3,520,766,105	28.45	3
Total as at the end of the initial period of agreement.	,8571,518,589	3,520,766,105		
16/2015	(543,670,674)	1,979,799,747	(32.44)	(3)
17/2016	1,113,510,550	3,093,310,296	152.72	7
18/2017	1278,406,942,	3,867,134,299	175.34	8
19/2018	1,708,229,091	4,736,828,094	234.29	10
20/2019	1,437,741,548	5,590,514,896	197.19	9
21/2020	1,275,472,519	5,853,745,965	174.93	8
Total	14,841,208,565	5,853,745,965		

\* The value of equity capital amounted to Rs. 1,676,127,200 relating to the period from 2005/06 to 2015/16 whilst the equity capital amounted to Rs. 729,115,332 since 2016/17, and the ratio of return on capital has been computed based thereon.

5.4.2 As mentioned in Paragraph 5.4.1, the investors of the Company had made a capital investment of Rs. 1,676,127,200, and as returns thereon, dividends totaling Rs. 4,911,052,722 had been received only for the initial period of agreement. Once the period of agreement had been extended, dividends totaling

Rs. 2,933,222,600 had been received during the period from 2016/17 to 2020/21 whilst a sum of Rs. 947,011,868 had been received from the equity as a capital differential in the financial year of 2015/16. Furthermore, equity of the Company amounted to Rs. 5,853,745,965 by the end of the financial year of 2020/21. As such, once the initial investment was covered, the investors could earn a total of Rs. 12,021,894,087 as returns on their investments in miscellaneous ways by 31 March 2021.

**Table 14 - Receipt of Dividends**

<b>Year</b>	<b>Dividends Received in the Year</b>	<b>Combined Amount of Dividends</b>
06/2005	-	-
07/2006	1,005,676,346	1,005,676,346
08/2007	419,031,800	1,424,708,146
09/2008	502,838,160	1,927,546,306
10/2009	754,257,240	2,681,803,546
11/2010	1,424,708,120	4,106,511,666
12/2011	586,644,520	4,693,156,186
13/2012	167,612,720	4,860,768,906
14/2013	-	4,860,768,906
15/2014	-	4,860,768,906
16/2015	50,283,816	4,911,052,722
17/2016	-	4,911,052,722
18/2017	502,838,160	5,413,890,882
19/2018	838,063,600	6,251,954,482
20/2019	586,644,520	6,838,599,002
21/2020	1,005,676,320	7,844,275,322

## **5.5 Extension to the Period of Validity of the Agreement with the ACE Power Embilipitiya (Pvt) Ltd**

5.5.1 Electricity provided by the 132 kV New Laxapana dual circuit transmission line, and the electricity purchased from ACE Power Embilipitiya (Pvt) Ltd had been



used to meet the demand for electricity in the southern region. The letter sent by Deputy General Manager (System Administration) to Addl. General Manager (Transmission) on 29 September 2014 mentioned that it was essentially necessary to use the electricity generated by the Samanala Wewa power plant to meet the electricity requirements of southern region after the termination of agreement with the ACE Power Embilipitiya (Pvt) Ltd on 06 April 2015. As the Laxapana – Balangoda dual circuit transmission lines would be overloaded when only one generator of the Samanala Wewa power plant was functional, it was further identified that power generation of the ACE Power Embilipitiya (Pvt) Ltd was essential to ensure supply of electricity to that area without interruption (Annexure 03). Moreover, the necessity to extend the agreement period of the ACE Power Embilipitiya (Pvt) Ltd by 05 years was mentioned in the letter sent by Deputy General Manager to Addl. General Manager on 03 March 2015 ( Annexure 04 )

- 5.5.2 It was stated in the letter sent by the Deputy General Manager (Purchase of Energy) to the Additional General Manager (Transmission ) on 04 November 2014 that issues on voltage drops in the southern region would be resolved up to certain extent with the transmission lines of Galle-Matara and Ambalangoda scheduled to be completed by first quarter of 2015; there existed the possibility for the Ceylon Electricity Board to purchase the Colombo Power (Pvt) Ltd Company (barge mounted power station) with a capacity of 63 mW at a cost of Rs. 680 million once the termination of the free energy supply agreement with that Company rather than extending the agreement with ACE Power Embilipitiya (Pvt) Lt ; and, that power station would be linked to the sub-station of Hambanthota in southern region. (Annexure 05). Furthermore, the necessity to extend the validity period of the agreement with ACE Power Embilipitiya (Pvt) Ltd by 05 years had been stated in the letter dated 03 March 2015 sent to the Deputy General Manager (Purchase of Power) by the Deputy General Manager (System Control) (Annexure 06).
- 5.5.3 In the context of ACE Power Embilipitiya (Pvt) Ltd to be decommissioned on 06 April 2015, the facts such as, severe operating issues would arise due to lack of power supply to the southern region; such a situation would be further

aggravated due to lack of reliability on the Ambalangoda – new Galle transmission lines and the Samanala Wewa power plant (receding water level), had been mentioned in the letter sent by the Deputy General Manager (System Administration) to the Addl. General Manager (Transmission ) on 30 March 2015. The said letter further stated that both generators of the Samanala Wewa power plant would be required to function during day time in order to ensure constant voltage supply to the southern region,. (Annexure 07)

Responding to that letter, the Additional General Manager (Transmission) of the CEB commented on the current position of the electricity supply to the southern region saying that a risk would be associated with the southern region following 06 April 2015 thus resulting in unavoidable & intermittent power interruptions. Short term solutions such as, extending the validity period of the agreement with ACE Power Embilipitiya (Pvt) Ltd, and linking the Ambalangoda - new Galle transmission lines to the sub-station in Galle, were presented in that connection.

5.5.4 Nevertheless, the letter of the Secretary to the Ministry of Electricity and Renewable Energy sent to the General Manger (CEB) on 10 April 2015 emphasized the necessity to follow the Government Procurement Guidelines in case that the ACE Power Embilipitiya (Pvt) Ltd would be purchased (Annexure 08). Furthermore, the letter sent by the Deputy General Manager to the Addl. General Manager (Transmission) on 23 April 2015 informed that extending the agreement with the ACE Power Embilipitiya (Pvt) Ltd should be reconsidered; it was not necessary to extend the agreement of the ACE Power Embilipitiya (Pvt) Ltd as supply of electricity to the southern region would be maintained with the help of proposed transmission lines to that region; such a move would pave way for an adverse financial impact on the Ceylon Electricity Board; and, the funds would be utilized on other useful activities (Annexure 09).

5.5.5 Furthermore, attention was brought on the complete breakdown of the national power grid that had occurred on 25 February and 13 March 2016. The then President informed on 16 March 2016 that a Committee be appointed under patronage of the Minister of Electricity and Renewable Energy in order to look

into the persons / officers responsible for the said breakdown thereby avoiding similar occurrences in the future. (Annexure 10)

5.5.6 A Cabinet Memorandum had been presented by the Minister of Electricity and Renewable Energy on 18 March 2016 under the title “ Maintaining additional energy backup to ensure uninterrupted power supply in Sri Lanka during unexpected breakdowns” with the following proposals. (Annexure 11)

(i) As a measure to maintain additional power backup to stabilize national electricity supply, the following 03 power stations the agreement period of which had been lapsed, be purchased by the Ceylon Electricity Board and maintained as additional power plants in view of being used in emergencies.

- The power plant in the capacity of 100 MW in Puttalam owned by the Heladanavi Limited.
- The 100 MW power plant in Embilipitiya owned by Ace Power Limited.
- The 25 MW power station in Matara operated by Ace Power Generation Limited.

(ii) Issuing a directive to the Department of Public Finance to appoint a Technical Evaluation Committee and a Standing Cabinet appointed negotiation committee (SCANC) in order to hold discussions with the relevant parties and present recommendations of the Cabinet relating to the purchase of those power plants.

5.5.7 Accordingly, the following decisions had been reached at the Cabinet meeting held on 23 March 2016 with respect to the said Cabinet Memorandum. (Annexure 12)

(i) Granting approval to take further action on proposals mentioned in the Cabinet Memorandum.

(ii) The Secretary to the Ministry be directed that the observation of the Cabinet that payments adequate for the capital investments of the companies made during the preceding period in which electricity had been purchased from the companies mentioned in the Memorandum, had

already been paid as “capacity payments”, should be brought to the notice of the Technical Evaluation Committee and the Standing Cabinet Appointed Negotiation Committee.

5.5.8 Furthermore, the Cabinet Memorandum presented by the Minister of Electricity and Renewable Energy on 22 March 2016 under the title “ Maintaining additional capacity of electricity to be used in emergency situations during droughts in the future”, requested Cabinet approval so that the suppliers would be allowed to submit bids within a short time of 07 days to supply 100 MW of electricity (electricity for emergency) subject to the condition that the installation process should be completed within 02-03 weeks in order to prevent scarcity of power in the ensuing 03-04 weeks. (Annexure 13) It was decided on 23 March 2016 by the Cabinet that the said Memorandum be forwarded to the Cabinet appointed working committee on economic management for recommendations. (Annexure 14)

5.5.9 The interim report of the Cabinet Subcommittee appointed as per the Cabinet Decision mentioned in 5.5.5 above, had been presented on 29 March 2016 with the following recommendations. (Annexure 15)

- (i) To strengthen the system control center.
- (ii) To bring special attention on the demand side management.
- (iii) To expedite the national programme of generating electricity through solar cells, and introduce a payment mechanism in that connection.
- (iv) The decommissioned and privately-owned thermal power plants of ACE Power Embilipitiya, and Ace Power Generation, Matara, be fully purchased by the Ceylon Electricity Board under conditions appropriate and favorable to the latter. Or else, other suitable methodology should be followed.
- (v) Expedited installation of Management Information Systems relating to the maintenance and functionality of national power grid.
- (vi) To meet the requirement of electricity in the southern region, the thermal power plant should be established without delay at the harbors in Hambanthota or Galle.

- (vii) To put in place a methodology in order to make use of generators in the capacity of 65 MW being maintained by Government and Private institutions as additional power sources.
- (viii) To promptly conduct a survey through the District Secretaries and Divisional Secretaries on the small capacity generators existing island wide in the capacity of 100 MW; and, if need be, linking those generators to the power grid.

5.5.10 As such, the Minister of Electricity and Renewable Energy presented a Cabinet Memorandum on 29 March 2016 under the title “Purchase of 100 MW power plant owned by the ACE Power Embilipitiya (Pvt) Ltd in view of maintaining additional capacity of electricity “ (Annexure 16). The following decisions taken at the meeting of the Standing Cabinet Appointed Negotiation Committee and the Technical Evaluation Committee appointed to hold discussions relating to the purchase of power plant as per the Cabinet Decision dated 23 March 2016, were also included in that Memorandum.

- (i) As a price of US \$ 17 million had been set by the ACE Power Embilipitiya (Pvt) Ltd for the power plant, an assessment should be obtained on the value of power plant from the Chief Valuer of the Government, and a report should be obtained from the company that had manufactured the machines, on the current condition.
- (ii) Considering that it takes several weeks for that process to complete, it is suitable to purchase electricity for a period of one year based on the presently expired agreement entered into between the Company and the Ceylon Electricity Board for emergency purchase of electricity.
- (iii) The capacity charge that had been paid during the final month in which the agreement had remained effective, should be paid for a period of one year under a discount of 05 per cent whilst the other variable charges should be paid as per the conditions of the agreement.
- (iv) In case that an agreement had been entered into for purchasing electricity for a period of one year, and if both parties had agreed in purchasing the power plant during the same period, the two parties had given their

consent to vest the power plant in the Ceylon Electricity Board with effect from that date by terminating the agreement.

5.5.11 Based on the aforesaid decisions, the following proposals had been presented to be considered by the Cabinet.

- (i.) To purchase electricity with immediate effect from that Company for a period of one year subject to the conditions of agreement on the purchase of power entered into between the Ceylon Electricity Board and ACE Power Embilipitiya (Pvt) Ltd, the amendments made thereto later, and the amendments given below under (ii) and (ii).
- (ii.) When purchasing electricity, payments should be made with a 5 per cent discount on the payment last made for capacity charges.
- (iii.) The fuel transportation fee should be paid in accordance with the agreement relating to the purchase of electricity. When fuel is transported from the Hambanthota Harbor, payments should be made in accordance with rates of the Ceylon Petroleum Corporation.
- (iv.) If both parties agree to purchase the power plant, the agreement entered into for a period of one year as in 3(i) above, should be terminated with effect from that date, and proceed with the purchase.
- (v.) As recommendation of the Cabinet had been given on 23 March 2016 to hold discussions for purchasing the power plant, covering approval should be given to the Standing Cabinet Appointed Negotiation Committee and the Technical Evaluation Committee in order to purchase electricity from the power plant.

Approval for the said proposals had been given by the Cabinet on 30 March 2016. (Annexure 17)

5.5.12 Accordingly, having considered the prevailing situation, the decision taken on 29 March 2016 by the Working Committee of the Cabinet on Economic Management stated that powers should be vested in the Secretary to the Ministry of Electricity and Renewable Energy in order to purchase 55 MW of electricity under spot procurement, bid documents should be invited from the prospective bidders

within a period of 07 days, and operations of the power plants should be commenced within 2-3 weeks.

Consent of the Cabinet had also been given thereon on 30 March 2016.

5.5.13 The letter sent by the Deputy General Manager (System Control) to the Addl. General Manager (Transmission) on 05 April 2016 stated that electricity generation of Samanalawewa and Laxapana power plants would be restricted as action had been taken for a test run on the ACE Power Embilipitiya power plant since 05 April 2016, and the merit basis would be breached due to demand for electricity in southern region and limits on transmission lines. (Annexure 18) Furthermore, the letter also stated that electricity would be purchased from that power plant considering the cost per unit as at April 2015, the Ceylon Petroleum Corporation had been informed on the supply of fuel to the power plant, and the reserves of fuel previously allocated for the barge mounted power plant would be used for the Embilipitiya power plant.

5.5.14 On 05 April 2016, permission had been sought from the Public Utility Commission for the purchase of 55 MW power capacity on short-term basis (Annexure 19) and by the Letter dated 11 April 2016 of the Public Utility Commission addressed to the General Manager of the CEB, additional information had been requested to conduct a meeting to discuss in that connection (Annexure 20). Accordingly, it had been requested to explain as to how the stability of the system would be improved after the establishment of power plants on short-term basis, and the CEB had notified that the improvements to the system is essential although the power plans are established on short-term basis.

5.5.15 By the letter dated 22 April 2016, the Public Utility Commission had informed the following observations to the Ceylon Electricity Board with regard to the purchase of electricity on short-term basis (Annexure 21)

- i. All electricity purchasing should be made in accordance with Section 43 (4) (c) (ii) of the Sri Lanka Electricity Act and those sections have been violated by this specific electricity purchasing process.
  - (a) The minimum cost has not been stated for the urgent electricity requirement demanded in the long-term generation plan.

- (b) Approval of the PUCSL should be obtained before submitting and obtaining Cabinet approval for the Cabinet Memorandum.

In relation to the above observations, the General Manager of the CEB had given following replies by the letter dated 02 May 2016 (Annexure 22).

- i. Non-inclusion of the minimum cost of the urgent electricity requirements in the generation plan. Plans relating to the long-term generation programmes are included in the long-term generation plan and the short-term urgent electricity requirements are not included therein. Under the above backdrop, the needs for the short-term substitute capacity plans arise for urgent generation activities at the time of short-term breakdowns in the system.
- ii It had been mentioned that reason for taking the approval of the Cabinet before getting the approval of PUCSL is to avoid power interruption and this process had to be carried out and that in a practical situation, such measures may have to be taken.

5.5.16 By the Letter No. PE/DEV/01/81/2015 dated 04 May 2016, the Secretary to the Ministry of Power and Renewable Energy had appointed an expert committee to make recommendations regarding the management of electricity demand and supply of the gride in the Southern region.

5.5.17 On 13 November 2016, the Secretary to the Prime Minister had sent a letter No. PMO/01/ASP/2016/01(Volume 05) dated 13 November 2016 to the Secretary to the Ministry of Power and Renewable Energy informing that as per the decision taken by the cabinet sub-committee on economic management, no power plans with a capacity exceeding 25 Mw can be maintained by the private companies with the ownership of 100 per cent in terms of Electricity Act and that the economic committee should include the state share ownership in the bid documents. (Annexure 23)

5.5.18 According to the Cabinet Memorandum dated 29 December 2016 submitted by the Minister of Power and Renewable Energy (Annexure 24 ), it had been proposed to extend the agreement signed on 06 April 2016 to purchase electricity based on the agreement signed by the ACE Power Embilipitiya Private Limited and the subsequent amendments made thereto by a period of one year



from 06 April 2017, and if the relevant parties agree to purchase power plants, to terminate the agreements signed for a period of one year from that day and purchase the power plants.

5.5.19 Whilst being agreed with those proposals, the Minister of Finance had observed the following matters. (Annexure 25)

- i. Since the dry weather condition is envisaged to prevail up to April and it will be an additional cost to the Ceylon Electricity Board to extend the power purchasing agreement up to a period of one year, the possibility to purchase electricity for a period of 06 months should be looked into.
- ii. Action should be taken to expedite the power plants purchasing process.
- iii. Capacity charges should be paid so as to maximize benefits to the Ceylon Electricity Board.

The Cabinet that deliberated the above submitted Cabinet Memorandum had given approval on 10 January 2017 for those proposals to be implemented subject to the manner as indicated in the observations of the Minister of Finance. (Annexure 26)

5.5.20 Further, as the Cabinet approval has been received to extend the currently expired period of agreement of the fuel-oil run power stations of Ambilipitiya Ace power plant, Matara Ace Power Generation plant and Puttlama Heladanavi power plant by 01 year subject to the observations of the Minister of Finance (subject to finding out the possibility of obtaining electricity for a period of 06 months) and the necessity for these power plants has become indispensable, the Secretary to the Ministry of Power and Renewable Energy has apprised the Chairman of the CEB on 18 January 2017 to take measures to sign Power Purchasing Agreement for these power plants for a period of one year. (Annexure 27)

5.5.21 The Cabinet Committee for Economic Management (CCEM) which met on 17 May 2017 had paid its focus to the present electricity situation and granted approval to make emergency purchases of 60 MW and 100 MW. This has been informed through a letter No. PMO/01/ASR/(CCEM)/2017/01 dated 19 May 2017 by the

Secretary to Prime Minister to the Secretary to the Ministry of Power and Energy (Annexure 28).

5.5.22 The Minister of Power and Renewable Energy had submitted a Cabinet Memorandum titled “ Procurement of 100 megawatt additional electricity capacity to ensure uninterrupted electricity supply in the country” dated 07 September 2017 (Annexure 29) and the Cabinet approval for that Memorandum had been granted on 03 October 2017. (Annexure 30)

5.5.23 As the life span of the power plant of ACE Power Embalipitya is 20 years and it is further usable for another 09 years, the Cabinet Appointed Negotiation Committee had, at its 7<sup>th</sup> meeting held on 15 September 2017, decided to purchase of power plant at US\$ 17 million or extending the electricity purchasing agreement by another 03 years (Annexure 31) and further to instruct the CEB to carry out financial evaluation and submit a complete report to the Committee regarding the transferring it to the CEB at the end of those 03 years period.

5.5.24 The Public Utility Commission of Sri Lanka had informed on 31 October 2017 that it would take action to approve procurement only in accordance with LCLTGEP-2018-2037 in the purchase of additional electricity capacity of 100 megawatt by the CEB to provide uninterrupted power supply. (Annexure 32)

5.5.25 It had been emphasized in the letter dated 16 February 2018 sent by D.G.M (Systems Control) to Addl. General Manager (Transmission) that as an additional power capacity is necessary to release Lakshapana and Samanalawewa at least for emergency maintenance work, it is necessary to connect an additional generation of about 100 MW and therefore, it is necessary to connect this additional power plant (132 KV) to the system as soon as possible. (Annexure 33)

5.5.26 While stating that the ACE Power Embilipitiya plant was giving a lower rate among the present independent electricity suppliers, the company had not agreed to decrease the price of a unit and it had been expressed at the Cabinet Appointed Negotiation Committee held on 22 February 2018 that it was willing

to reduce the Non scalable component of the capacity by 05 per cent if the electricity supply agreement would be extended at least by one year and all other parameters would be included as it is in the agreement. (Annexure 34)

5.5.27 It was stated that a Cabinet Appointed Negotiation Committee and a Technical Evaluation Committee had been appointed relating to the purchase of ACE Power Embilipitiya power plant and as the valuation obtained for the power plant was less than the sales price proposed by the owner of the power plant, the owner had not agreed to a price reduction and the Negotiation Committee too had not agreed to purchase the power plant at a rate higher than the assessed price. Accordingly, the Minister of Electricity and Renewable Energy had forwarded a Cabinet Memorandum under the name “Extension of the period of agreements relating to the present purchase of electricity from private power plants”. (Annexure 35) Accordingly, it had been proposed to extend the electricity purchasing agreement signed on 17 March 2017 for a further period of 03 years from 06 April 2018.

5.5.28 On 26 March 2018, the Ministry of Finance had proposed as its observation that the CEB had failed to implement middle and long-term power generation plan recognizing the augmenting electricity demand and as the prices proposed for the purchase of electricity are comparatively high, it is an additional financial burden to the CEB and the General Treasury and therefore the CEB and the Ministry should take necessary measures before arising such a situation, and that a quarterly report on the status of the proposed power plants be submitted to the Cabinet through the Cabinet Memorandums. (Annexure 36) Further, the approval for the Memorandum stated in the paragraph 5.5.27 above which had proposed to extend the power purchasing agreement by 03 years, had been granted at the Cabinet meeting held on 27 March 2018. (Annexure 37)

5.5.29 By the Letter No. DGM/(EPT)Extension/02 dated 29 March 2018, the Deputy General Manager of Ceylon Electricity Board had requested the ACE Power Ambilipitiya Private Limited to give them a letter of expressing concurrence to grant the power generation license or a letter of no-objection from the PUCSL to enter into an agreement for the purchase of power for a period of 03 years until

the power generation licence is granted (Annexure 38). Further, the ACE Power Ambilipitiya Private Limited had informed the PUCSL by a letter No. APE/STPPA/EXT/2018 dated 02 April 2018 that the electricity generation may have to be discontinued from 12 noon on 06 April 2018, if the agreement could not be extended (Annexure 39).

5.5.30 On 17 May 2018, the Ministry of Electricity and Renewable Energy had informed the CEB that as it is the responsibility of the government to ensure an uninterrupted electricity supply, no power cut should be done unless in unavoidable circumstances, and power cuts can have a serious adverse impact on the national economy, and accordingly permission would be granted to carry out procurement activities for the purchase of electricity from ACE Power Embilipitiya, ACE Power Generation Matara and Asia Power plants. (Annexure 40)

5.5.31 By the Letter No. PE/TEN/CANC/SS/2016/22 dated 06 August 2018, the Secretary to the Ministry of Power and Renewable Energy had informed the Secretary to the President that the CEB sought special approval from the Ministry to purchase electricity from the Embilipitiya Plant and based on this request and taking into account the economic and social impact, the Secretary to the Ministry issued a special directive (Annexure 41). Further, the unit price of the thermal power plants had also been stated as follows.

**Table No. 15- Unit cost of thermal power plants**

<b>Name of the Plant</b>	<b>Average cost of electricity unit</b>
Kelanitissa GAS Turbines	37.31
Kelanithissa PS Combine Cycle	22.27
Sapugaskanda	22.89
Small scale generators	63.94
Uthuru Janani	25.00
Barge Mounted	19.59
Lakvijaya	9.31

Asian Power	24.69
Sojets Kalanitissa	22.49
Ace Power Embilipitiya	23.64
Ace Power Generation Matara	24.41
West Coast	29.85

5.5.32 According to the above table, it had been stated that the electricity can be obtained at a low price from the power plants of Ace Power Embilipitiya and Ace Power Generation Matara. Further, the following conclusions had also been given.

- (i) That the Ace Power Generation Matara, Ace Power Embilipitiya and Asia Power Sapugaskanda plants protect the concept of minimum cost as per the Electricity Act.
- (ii) That the contracts signed before the enactment of the Electricity Act No. 20 of 2009 are exempt from procurement requirements and therefore the extension of time is legal as per the Act.
- (iii) That the Electricity Act No. 20 of 2009 and Amendment Act No. 13 of 2013 do not provide for extension of time in existing Power Plants (IPP) and therefore the Utility Commission can take a decision.
- (iv) If a decision is taken to buy power from new plants without extending the period of time of existing plants, the capacity charge becomes large considering the macroeconomic conditions, thus resulting in the loss of foreign exchange.
- (v) If these three plants are not purchased, electricity has to be purchased from new plants at higher charges (cost), thus violating the minimum cost concept.
- (vi) It is found difficult to provide electricity supply in the Southern region without the Embilipitiya plant.

5.5.33 However, after one year from the expiry of the agreement between the company and the CEB on 06 April 2015, action had been taken to extend the agreement on 04 occasions.

**Table No. 16 - Occasions of extension of contract period**

Occasion	Duration		Period of agreement (Years)
	From	To	
01	06 April 2016 (Ann. 42)	06 April 2017	1
02	06 April 2017 (Ann. 43)	06 April 2018	1
03	06 April 2018 (Ann. 45)	06 April 2021	3
04	28 March 2022 (Ann.46)	28 September 2022	6 months

5.5.34 In extending the period of the above agreement, action had been taken to revise the charges included in the original agreement as in the following table.

**Table No. 17 – Revision of charges of the original agreement**

Occasion of agreement	Component	April 2015	Deductions	US\$/kWh	Deductions (%)
		Units	Units		
1	Non Fuel of the Energy Charges (For variation of operations and maintenance expenses)	0.008486899	0.000032802	0.008454097	0.39
2	Escalable Component (For administration expenses, fixed operation and maintenance expenses and related expenses)	0.002254333	0.000120994	0.002133339	5.37

3	Non Component benefits to the equity capital)	-Escalable (For	0.006600000	0.000330000	0.006270000	5.0
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5.5.35 The CEB had purchased 5,748 gigawatt hours of electricity during the first period of the agreement from 06 April 2005 to 06 April 2015 and paid Rs.92,745 million (all the charges including interests for delays ) for that purpose. After the extension of the period of agreement (from 06 April 2016 to 06 April 2021), the Ceylon Electricity Board had taken action to purchase 2,333 gigawatt units of electricity and Rs. 59,454 million had been spent for that purpose (all the charges including interests)

5.5.36 Once the period of the agreement was extended (From 06 April 2016 to 06 April 2021), it was agreed to purchase a minimum quantity of guaranteed power units of 3,462 gigawatts as indicated in the following table and the actual purchase had been 2,333 gigawatt units or 67 per cent. A sum of Rs. 4,892 million had been paid as the total capacity charges during that period at Rs. 1.41 per unit of electricity. Similarly, Rs.51 million had been paid as relevant interest for delays relating to the capacity charges during the relevant period.

**Table No. 18 – Capacity charges (Rs. Millions)**

Contracted period	Electricity Units (Gigawatts)			Capacity Charges			Interest for delays Rs.	Total Rs.
	MGEA	Actual	%	Escalable Rs.	Non Escalable Rs.			
2016 -2017	659	511	78	208	611	5	824	
2017-2018	698	512	73	229	672	8	908	
2018-2021	2,105	1,310	62	806	2,368	38	3,211	

Total	3,462	2,333	67	1,242	3,650	51	4,943
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(Source- Power purchasing Division, CEB)

5.5.37 After extending the contracted period (From 06 April 2016 to 06 April 2021), Rs. 50,953 million had been paid in power charges as in the following Table No.19 and it had been Rs.21.84 per kilowatt unit. Further, Rs. 672 million and Rs. 1,499 million and Rs. 1,313 million had been paid as the suspension charges, tax reimbursement expenses and interests for delays respectively.

**Table No. 19 – Power Charges (Rs.Millions)**

Contracted period	Fuel ratio	Fuel transport charge	Non-fuel component of the power charge	Total of the power charge	Suspension charge	Tax reimbursement	Interests on delays	Adjustments*	Total
2016 - 2017	10,169	120	640	<b>10,928</b>	139	400	55	21	11,543
2017- 2018	9,423	140	664	<b>10,227</b>	168	276	176	8	10,855
2018 - 2021	27,397	393	2,008	<b>29,798</b>	366	822	1,081	46	32,113
Total	46,988	652	3,313	<b>50,953</b>	672	1,499	1,313	75	54,512

(Source- Power Purchasing Division, CEB)

\* Payments on foreign exchange variations

5.5.38 According to the feasibility study conducted by the CEB for extending the operating time (Annexure 46) of the Barge Mounted power plant of the



Colombo Power Private Ltd, it had been identified even by March 2015 that the measures are required to be taken to solve the electricity crisis of the Southern area as well as to establish a better voltage structure and a better stable system for that region. However, the expected transmission cost for alternatives proposed for solving the electricity crisis in the Southern region and the capacity charges paid to the Ace Power Ltd. from 06 April 2016 to 06 April 2021 are given in the following table.

**Table No. 20 - The expected transmission cost for alternatives proposed for solving the electricity crisis in the Southern region and the capacity charges paid to the Ace Power Company.**

<b>Alternative</b>	<b>Proposal</b>	<b>Expected transmission cost for the investment Rs. Million</b>	<b>Capacity Charges paid to the ACE Power Embilipitiya Rs. Millions</b>
2	To extend the period of the Matara Generation Plant without ACE Power Embilipitiya and to transfer the Barge Mounted power plant to the Hambantota area.	384	4,892
5	Transfer of the Barge Mounted power plant to the Hambantota area and non-utilization of ACE Power Embilipitiya plant and ACE Power Generation Matara.	431	4,892

**5.5.39** In terms of Clause 11 of the original agreement, in the event of issuing a notification of termination of the agreement by the CEB or the Company based on any section (11.1 and 11.2) included therein (Buy out Event), the CEB or the Company may issue a Buy out notification. When such Buy out notification has been issued after the

commencement of the operations of the power plant, the CEB is bound to purchase the plant at the Buy out price specified in the agreement and the Company is also bound to transfer the power plant to the CEB. If the CEB or the Company has issued the Buy out notification in the 10<sup>th</sup> year, the Buy out price will be US \$ 0. The termination of the agreement in 10 years had not been incorporated in the agreement as a Buy out Event. However, in accordance with the Clause 14.1 of the power purchasing agreement dated 05 June 2000 entered into with the Ace Kelanithissa (Pvt.) Limited. and the agreement dated 10 January 2007 reached with the West Coast Power (Pvt.) Limited, the CEB receives the opportunity to purchase those plants (The Kelanithissa Plant with 163.15 Mw and the Kerawalapitiya Plant with 300 Mw) on the Buy out Events indicated in those agreements and the termination of the period of agreement had been mentioned as a Buy out Event in the agreements. It had been informed that upon the expiry of the period of agreement, the CEB can purchase the Kelanithissa power plant and the power plant located in Kunarapitiya for one US Dollars and one Euro (Buy out price) respectively.

- 5.5.40 It had been stated that while pointing out the issues in the power grid in the Southern region as per the report dated 12 March 2022 (Annexure 47) which included the reasons observed by the Public Utility Commission in relation to the current electricity crisis, the CEB had made requests to the Public Utility Commission in order to make urgent purchase of electricity in the following instances from the year 2016.
- i. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant by the CEB Letter GM/542 dated 02 May 2016.
  - ii. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant and the ACE Matara Plant by the CEB Letter AGM (CS)/CS/18 dated 01 April 2016.
  - iii. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant and the ACE Matara Plant by the CEB Letter AGM (CS)/DG(CS&RA)/REG/7 dated 04 April 2018.

- iv. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant and the ACE Matara Plant by the CEB Letter CEB/CH/183/2018 dated 04 April 2018.
- v. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant and the ACE Matara Plant by the CEB Letter AGM/TR/TEC/78 dated 28 April 2018.
- vi. While pointing out the existing issues in the power grid in the Southern region, requesting the necessity for the ACE Power Embilipitiya power plant and the ACE Matara Plant by the CEB Letter AGM(CS)/DGM(CS&RA)/REG/7 dated 04 March 2021.
- vii. Since there is a power cut for 03 hours and 45 minutes per day in the in the power grid in the Southern region, making request for the procurement of ACE Power Embilipitiya power plant by the CEB Letter DGM(CS&RA)/REG/7 dated 09 March 2022.

The above report states that the following transmission lines had not been timely completed for strengthening of the power grid in the Southern region and there is a delay for more than five years to connect these transmission lines to the power grid and these delays has attributed to the issues in the power grid in the Southern region.

- i. Even though the Galle- Ambalangoda 132 KV transmission line implemented according to the Transmission Development Plan-2013 has been completed in the year 2017, it has not been connected to the grid up to the date of the report.
- ii. Although the Polpitiya-Hambantota 220KV new transmission line should be completed in 2017 as per the Transmission Development Plan-2013, it has not been completed up to the date of the report.
- iii. Although the Kothmale- New Polpitiya 220KV transmission line should be completed as per the Transmission Development Plan-2013, it has not been completed up to the date of the report.

- iv. Even though the Horana-Padukka 220KV transmission line should be completed in 2021 as per the Transmission Development Plan-2017, it has not been completed up to the date of the report.

## 5.6 Taking Measures to Purchase the Power Plant by the Electricity Board

- 5.6.1 On the expiry of 10 years validity period of the agreement on 06 April 2015 from April 2005, the Cabinet of Ministers that met on 23 March 2016 focused to then existing urgent electricity demand and determined to consider the purchase of this power plant by the Ceylon Electricity Board. Accordingly, the Negotiation Committee appointed by the Cabinet to purchase the power plant had asked for the desired price to sell the power plant from the relevant company and in response, the owners of the power plant had submitted a bid of US\$ 17 Million (Rs. 2,446,300,000).
- 5.6.2 The Negotiation Committee appointed by the Cabinet to purchase the power plant as indicated above and the Technical Evaluation Committee had decided to obtain a valuation report from the Government Chief Assessor in order to determine the value of the power plant and accordingly, the CEB had called for a valuation report.
- 5.6.3 That report had been issued on 07 July 2017 and according to the report, the valuation of the power plant was Rs.2,370 million and the Assessor had used the numerical figures in the following table No.21 to determine the value of the plant (Annexure 48).

**Table No. – 21 Valuation of the Plant Determined by the Assessor**

<b>Parameters</b>	<b>Value</b>
Maximum capacity- Megawatts	100
Sale price of an electricity unit. (Rs.)	22
Useful life- years	08
Operating capacity	48%
Direct production cost (from the operating income)	85%
Other operating expenditure (from the gross profit)	65%

Net profit (Rupees)	479,001,600
Cumulative discount factor for 8 years at the rate of 9.5% of the discount factor.	5.4334

5.6.4 The Assessor had assessed the market value of the power plant using contract method (Serial 1) and profit method (Serial 2) for the assessment. Based on the result, the value received through contract method which was higher value was taken as the market value of the plant. Similarly, for the computation of operating capacity, values on the production cost and other operating cost, the financial and operating information of the company from the year 2012/13 to 2016 had been used.

5.6.5 The capacity value used by the Assessor for the assessment under the profit method was 48 per cent and only the power obtained within a period of two years (The year 2014, three months and 06 days of 2015 and 8 months and 25 days in the year 2016) had been considered for that purpose. However, when compared the power obtained during the period of original agreement (10 years) with the maximum capacity of the power plant, it was revealed as 66.9 per cent. Similarly, it was confirmed that the average value of the capacity used from the plant after extending the contracted period of the power plant was 67.38 per cent. For the computation of other operating cost from the gross profit, the Assessor had used financial information of four years (2012/13, 2013/14, 2014/15 and 2015/2016) and Rs. 431,751,418 that had been identified in the year 2014/15 as the impairment loss of the salvaged assets on the expiry of the original agreement with the CEB and Rs. 305,960,036 identified in the year 2015/16 as the impairment stock and other assets had been included in the other operating expenses. It was revealed that the other operating cost from the gross profit was about 55 per cent except for the above impairment loss. Similarly, after extending the period of agreement of the plant, a net profit of Rs. 6,813,360,650 had been earned within a period of five years of 2016/2017, 2017/2018, 2018/2019, 2019/ 2020 and 2020/2021.

5.6.6 Accordingly, when assessing the value of the power plant by substituting the above capacity value of 66.9 per cent and the other operating cost from the gross profit of

55 per cent for the computation done by the Assessor under the profit method, the value of the plant is approximately Rs. 4,176 million. Further, instead of using the above numerical values for the computation under the profit method, when the value of the plant is estimated by discounting the average of the net profit brought to account during the initial contract period of 10 years at a discount factor of 9.5 percent for the next 8 years, the value of the plant is nearly 4,192 million.

#### 5.7 Charge paid by CEB for a kilowatt unit of Ace Power Embilipitiya plant

The average cost per unit of electricity was Rs.15.63 except for the interests on delays during the initial period of the agreement (2005/2015). Subsequently, it had been Rs.23.7 during the period from 06 April 2016 to 06 April 2017, Rs. 22.16 during the period from 06 April 2017 to 06 April 2018, and Rs. 25.22 during the period from 06 April 2018 to 06 April 2021. Details appear in the Table No.22.

**Table No. 22 - Electricity generation cost per kilowatt unit**

Description	Contracted period			
	2005-15	2016-17	2017-18	2018 -2021
Purchase of Power – Guaranteed	6,977	659	698	2,105
(MEGA) (GWh)				
Purchase of Power - Actual (GWh)	5,748	511	512	1,310
Actual purchasing as a percentage of the guaranteed purchasing	82	78	73	62
Capacity Charge				
Non Escalable      Rs.	1.68	0.93	0.96	1.12
Escalable          Rs.	0.24	0.32	0.33	0.38
Total capacity charge	1.92	1.24	1.29	1.51
Rs.				
Power charge				
Fuel ratio          Rs.	11.9	19.89	18.42	20.92
Fuel Transportation   Rs.	0.24	0.23	0.27	0.30
Non-fuel component of the	0.67	1.25	1.30	1.53

power charge	Rs.				
Total Power Charge		12.81	21.37	19.99	22.77
Other expenditure					
Suspension charge	Rs.	0.06	0.27	0.33	0.28
Tax reimbursement	Rs.	0.83	0.78	0.54	0.63
Payments on foreign exchange variations		-	0.04	0.02	0.03
Rs.					
Other total expenditure	Rs.	0.90	1.09	0.88	0.94
Cost per unit of electricity		15.63	23.70	22.16	25.22
(Excluding interest for delays)					
Rs.					

## 6. Observations

- 6.1 Due to the failure of the Ceylon Electricity Board to achieve the long-term generation plan, the generated quantity of power units was insufficient to cater to the local demand and as such, an agreement had been reached for a period of 10 years to purchase electricity from the Ace Power Embilipitiya (Private) Limited. Despite the grant of Cabinet approval to purchase this plant by the Ceylon Electricity Board on the expiry of the period of the agreement, without so doing, action had been taken to extend the initial agreement for a period of 05 years and 06 months in 4 instances from 06 April 2016 to 08 September 2022. Accordingly, the opportunity to maintain the plant more favorably for the government by undertaking it to the Ceylon Electricity Board had been lost. As the assessment of the Government Assessor was lower than the price at which the owner of the company expressed his interest to sell the company, this purchasing opportunity had been lost.
- 6.2 Further, as indicated in Paragraph 5.6.3 above, the valuation of Rs. 2,370 million obtained by the Ceylon Electricity Board from the Government Assessor for the power plant had been lower than the valuation of Rs. 2,446 million given by the current owners of the power plant.
- 6.3 Even though the initial agreement reached in the year 2003 had ended in 10 years, no indication of the Buy out Event had been entered in the agreement according to the

Clause 11 of the initial agreement. Accordingly, the Ceylon Electricity Board had lost the right to buy this power plant on Buy out Events at the expiry of the period of agreement in accordance with this agreement (Even though the Company did not propose to sell the plant to the CEB). Further, for an asset with a useful life of 20 years, the total value of that asset had been paid by the Ceylon Electricity Board to Ace Power Embilipitiya (Private) Limited within a period of 10 years.

- 6.4 Although the value of the plant had been so assessed with the expectation of purchasing it, due to the expiry of the agreement with the Ceylon Electricity Board in reaching the above assessment, the period of one year from 07 April 2015 to 05 April 2016 during which the power plant remained dysfunctional had not been taken into account. Further, as stated in Paragraph 5.6.5 above, due to the abnormal values of Rs. 431.75 million and Rs. 305.96 million that had been adjusted in the accounts of the Company as the impairment loss during the financial years of 2014/15 and 2015/16 respectively, the 65 per cent of the gross profit which is the percentage value adjusted to the other operating cost had been overestimated than the average other operating costs of the power plant. It was observed that the other operating cost of the power plant was only 55 per cent of the gross profit except for the above impairment loss.
- 6.5 Similarly, as indicated in Paragraph 5.6.3 above, the capacity value considered for the valuation was 48 per cent. Nevertheless, that value was observed to be 66.9 per cent when compared with the maximum capacity of the power plant obtained during the initial period of the agreement (10 years). Further, as indicated in Paragraph 5.6.6, although the Audit observed that the value of the plant should be approximately Rs. 4,176 million when assessing that value by substituting the capacity value of 66.9 per cent and the other operating cost from the gross profit of 55 per cent, it was observed that the value of the plant had depreciated by Rs.1,806 million as compared to the assessed value of Rs.2,370 million. Further, the Audit observed that the value of the plant is nearly 4,192 million when the value is estimated by discounting the average of the net profit brought to account during the initial contract period of 10 years at a discount factor of 9.5 per cent for the next 8 years and it was observed that value of the power plant had depreciated by Rs. 1,822 million as compared to the assessed value.



- 6.6 As stated in Paragraph 5.5.34, the Standing Cabinet Appointed Negotiating Committee (SCANC) had got the company owners to agree to reduce the price for capacity charges in extending the agreement. It was observed that the benefit of the price reduction was only US \$ 1,561,122 relating to a period of five years and US \$ 29,085,134 had been paid as the capacity charges relating to a period of five years. Out of that, US \$ 21,701,362 (Rs. 3,650 million) had been paid only for the Non-Escalable portion of the capacity charges paid for the benefits to the equity capital. It was observed as 127.7 per cent of the bid of US \$ 17,000,000 (Rs.2,446 million) submitted by the owners of the power plant to sell it to the CEB.
- 6.7 Further, as stated in Paragraphs 5.3.2.1 and 5.3.2.2 above, it was observed that a sum of Rs. 580 million had been paid as the interest for delays during the initial period of the agreement and after extending the agreement, Rs. 1,364 million had been paid for a period of five years as indicated in Paragraphs 5.5.36 and 5.5.37 above. Accordingly, it was observed that the CEB could have achieved a more favourable status either by investing loan capital under the current financial position or by taking action to purchase the power plant.
- 6.8 It was not revealed in the audit that the Technical Evaluation Committee (TEC) and the Standing Cabinet Appointed Negotiating Committee (SCANC) which were appointed to submit the recommendations to the Cabinet had made an analysis based on the financial statements and other information of the Ace Embilipitiya Private Limited with regard to the following favourable/unfavourable position in making business investments in the field of electricity.
- i. As indicated in Table 13 the Ace Power Embilipitiya Private Limited had earned a net profit of Rs. 8,572 million during the initial period of the agreement and it was 511 per cent compared to the initial capital investment of Rs. 1,676 million made by the Company in the year 2003. Further, after extending the agreement, a net profit of Rs. 6,270 million had been earned for the period of five years and it was 406 per cent as a percentage of the initial investment. Accordingly, the total net profit earned by the Ace Power Embilipitiya Private Limited was Rs. 14,841 million as at 31 March 2021 and it was 885 per cent as compared to the initial investment.

- ii. It was observed that the investors of Ace Power Ambilipitiya Private Limited had earned their investment of Rs. 1,676 million as the net profit within a Pay Back Period of 2 years. Similarly, as indicated in Paragraph 5.4.2 above, the company had paid Rs. 4,911 million to the investors of the power plant as dividends only for the period of the initial agreement, and after extending the period of the agreement, there was another Rs. 2,933 million as the dividends for a period of five years and Rs. 5,854 million as equity of the company by the end of the financial year 2020/21. Accordingly, after covering the initial investment, the investors were able to earn Rs. 12,022 million for their investments as benefits in various manners as at 31 March 2021. It was 717 per cent compared to the initial investment. Further, a sum of Rs.947 million had been recovered as an abatement from the equity during the financial year of 2015/16.
  - iii. As stated in Table No.13 above, the benefit ratio to the annual average capital of the company was 51 per cent and the average earning of a share was Rs.5 during the period of the initial agreement. The effect of the terms and conditions that remained unfavorable to the CEB in the agreement relating to power purchasing had attributed to receiving these higher benefits.
- 6.9 Although it had been mentioned according to the financial statements of the CEB that the CEB had spent Rs. 64,730 million as fuel expenses during the period of the initial agreement, the Ace Embilipitiya Power Plant had reimbursed Rs. 68,421 million for fuel expenses according to the above Table No.12. Accordingly, it was observed that the amount reimbursed by the power plant as per the initial agreement had exceeded the actual fuel cost by Rs. 3,691 million.
- 6.10 Similarly, as stated in Paragraph 5.5.37 above, the CEB had paid Rs. 22,305 million as the fuel charge during the period from 06 April 2016 to 31 July 2018 and the value of the fuel purchased by the company during the relevant period was Rs. 20,838 million. Accordingly, it was observed that the value of the reimbursement had exceeded the actual fuel expenditure by Rs.1,467 million. Accordingly, it was not observed that the TEC and SCANC had drawn their attention to the accuracy of the fuel ratio included in the agreement.

- 6.11 Further, it was observed that the fuel stocks imported for the Barge Mounted plant had been released to this power plant after extending the agreement and it was further observed that the CEB had provided security guarantees to the Ceylon Petroleum Corporation in respect of the financial responsibility for the fuel issued by the Ceylon Petroleum Corporation to the Ace Power Embilipitiya plant.
- 6.12 As indicated in Paragraph 5.3.2.2 above, the company had reimbursed Rs. 4,784 million from the CEB that had been spent for various tax expenses during the period of the initial agreement. It was not observed that the TEC and SCANC had focused on this matter and as in Paragraph 5.5.37, a sum of Rs. 1,499 million had been paid for the tax reimbursements within a period of five years following the agreement was extended. Similarly, due to taking action to extend an agreement containing these types of conditions, the tax to be paid to the government by a private company had been paid by a government institution, thus depriving the government of the actual tax revenue to be received.
- 6.13 Even though this company is a fully Sri Lankan company, according to the extended agreement, the benefits to the equity capital and certain administrative expenses, fixed operating and maintenance expenses, and variable operating and maintenance expenses incurred in Rupees had been paid using the fixed rates denominated by American Dollars. As a result, a higher value had to be paid for these components due to increase in the foreign exchange rate for the American Dollar. Accordingly, it was observed that the exchange rate of one American Dollar had appreciated from Rs.143 to Rs.198 during the five years extension period of the agreement (06 April 2016-06 April 2021) and the relevant expenses had to be borne on those rates. Further, according to the new agreement extended from 28 March 2022 to 27 September 2022, it had been agreed for the exchange rate of an American Dollar at a fixed value of Rs.288.75 only for the equity capital benefit (Non –Escalable of Capacity Charge) out of the foregoing components. Nevertheless, the exchange rate had varied from Rs.289 to Rs.364 from 28 March 2022 to 27 September 2022 and payments for the other components had to be made on the rates thus increased.
- 6.14 Although the Cabinet approval had been obtained in purchasing electricity by extending the agreements of the Ace Power Embilipitiya private power plant, it was not observed that adequate attention had been drawn to the terms to be followed in

terms of Section 43 of the Sri Lanka Electricity (Amendment) Act, No.31 of 2013 in the purchase of electricity from private power plants. Further, as stated in Paragraph 5.5.4, on 10 April 2015, the Secretary to the Ministry of Power and Renewable Energy had emphasized the necessity to follow the government's formal procurement process if measures are taken to purchase the Ace Power Embilipitiya private power plant. Nevertheless, action had not been taken accordingly.

- 6.15 In terms of Section 09 of the Sri Lanka Electricity Act No. 20 of 2009 and the provisions of the Sri Lanka Electricity (Amendment) Act No. 31 of 2013, licences for power generation should be obtained from the Public Utilities Commission of Sri Lanka. Accordingly, in accordance with Section 43 (1) of the above Act, the generation and supply of the electricity should only be done by licensed companies. Nevertheless, Cabinet approval had been obtained to purchase electricity from the year 2016 to 2021 from the Ace Power Embilipitiya Company that had not obtained the generation licences.
- 6.16 In terms of the provisions of the Sri Lanka Electricity Act No. 20 of 2009 and the Sri Lanka Electricity (Amendment) Act No. 31 of 2013, there is no provision for private companies with 100 per cent ownership to operate power plants with a capacity of more than 25 MW. However, even after the amendments to the Act, the agreement for the purchase of electricity on a short-term basis had been signed on 06 April 2016 with the “Ace Power” Embilipitiya Company which holds 100 per cent private ownership.
- 6.17 As stated in Paragraphs 5.5.1, 5.5.2, and Paragraph 5.5.3 above, the Deputy General Manager (System Control) and Deputy General Manager (Energy Purchase) had submitted information to the top management of the CEB regarding possible weaknesses and system limitations in the electricity system of the southern region after the decommission of Ace Power Embilipitiya power plant in April 2015. Nevertheless, it was observed that their attention had not been adequately focused on that matter and as a result, it had aggravated into a power crisis.
- 6.18 As stated in paragraph 5.5.7 above, it was observed that the Ceylon Electricity Board had already made payments to the companies as "capacity payments" which could be commensurate with the capital investment made by those companies during the period in which the electricity was obtained according to the Cabinet decision on 23 March

2016. Further, it was observed during the audit that according to the Cabinet decision dated 19 September 2013 it had been stipulated that as the investment and capital costs incurred during the period of the initial agreement had been covered, fixed capacity charges should not be paid when obtaining electricity from the private company again after the period of the agreement and that the charges should be paid only for the energy generated. Accordingly, it was not observed in the audit that the above matters were taken into account in obtaining Cabinet approval for the purchase of electricity from the ACE Power Embilipitiya plant of which the period of the initial agreement had expired from the year 2016.

- 6.19 It was confirmed in the audit that the main reason for the electricity crisis that had experienced since 2016 in the Southern region was the existing imbalance in the electricity transmission system and as a solution to the crisis, the CEB had to purchase electricity locally. In this connection, the amount spent for the purchase of electricity solely from the ACE Power Embilipitiya Power Plant during the period of five years from 2016 to 2021 was Rs. 59,454 million (inclusive of interests for delays ). This is 32 per cent of the estimated expenditure of Rs.183,642 million included in the CEB Long Term Transmission Development Plan 2018-2027 for the development of the transmission system within the period of 2018-2026.
- 6.20 On 11 April 2016, the Public Utilities Commission of Sri Lanka had demanded from the CEB to explain the manner in which the stability of the system could be improved after the establishment of the power plants on a short-term basis and the CEB had stated that it is essential to improve the system even though the power plant was so established on a short-term basis as in the Paragraph 5.5.14. Accordingly, it was observed that the main reason for the existing electricity crisis was the imbalance of the transmission system and the additional power generation was a temporary solution. This was also confirmed by the Cabinet Memorandum titled "Maintaining backup power capacity to face the possible future drought," presented to the Cabinet on 22 March 2016, whereas the CEB had failed to implement identified permanent solutions to the electricity crisis.
- 6.21 As detailed in Paragraph 5.5.15 above, it had been mentioned that the reason for taking the approval of the Cabinet before getting the approval of Public Utility Commission of Sri Lanka is to avoid **power interruption and this process had to be**

**carried out in a short period of one month from 22 March 2016 to 22 April 2016 and that in a practical situation such measures may have to be taken.**

Nevertheless, the audit observed that the need for the ACE Power Embilipitiya power plant had been identified by the CEB before the end of the agreement on 05 April 2015 and despite having sufficient time for alternatives to be taken, adequate steps had not been taken thereon and it resulted in this situation.

- 6.22 As stated in Paragraph 5.5.14 above it was observed that the Ceylon Electricity Board had taken action to procure a capacity of 55MW on a short-term basis during the period of April / May 2016 stating that it is an urgent need for electricity. Nevertheless, it was later abandoned on its failure to properly confirm that necessity to the Public Utility Commission of Sri Lanka.
- 6.23 As specified in the Table No.20, thirteen-fold and eleven fold of the expected transmission cost to be incurred for the 2 and 5 alternatives which were proposed to solve the power crisis in the Southern region had to be paid to the ACE Power Embilipitiya Ltd. as the capacity charges for the period of 5 years in which the agreement was extended.
- 6.24 As stated in Paragraph 5.3.1.1 above, the company had spent US \$ 61 million for this investment and 70 per cent of the above sum was provided by capital loan and the rest by equity capital. Accordingly, the company had invested only US \$ 18 million or Rs. 1,676 by actually using its cash in hand. Similarly, it was able to settle this invested amount within a payback period of 02 years. Accordingly, it was observed that the government had not focused its attention to construct such power plants with a useful life of 20 years with an investment of 1,676 million and the authorities concerned had failed to use the state resources in profitable investments with strategic capabilities.
- 6.25 As detailed in Paragraph 5.5.16 above, the Secretary to the Ministry of Power and Renewable Energy had appointed an expert committee to make recommendations for the management of electricity demand and supply in the electricity grid in the Southern region and it had come to light in the study conducted by the said committee that it is the existing disruptions in the power transmission network that has caused the power system to become risky, but not the deficiencies of power generation.

- 6.26 The audit identified that the need for the ACE Power Embilipitiya power plant arose for the Ceylon Electricity Board due to failure in the proper implementation of the plans and the existing deficiencies in the transmission system, but not due to the lack of adequate supply of electricity to meet the normal demand and arising an urgent need.
- 6.27 It was observed that the conditions specified in paragraphs 5.3.1.8 and 5.3.1.9 above, which had been included in the agreement reached in the purchase of electricity from Ambilipitiya Ace Power Plant, have adversely affected the CEB, and agreements had not been properly made by reviewing them in entering into agreements again.
- 6.28 It was not confirmed that the value of the power plant was correctly assessed on the expiry of the period of agreement to purchase the plant and the CEB had also not done a self-assessment and therefore, Rs.3,650 million had been paid only for the Non –Escalable portion (benefits for the capital) of the capacity charges within a period of five years in excess of the bid of Rs. 2,446 million offered by the owners of the plant. It was accordingly observed that Rs.1,204 million had been overpaid.
- 6.29 As stated in Paragraphs 5.5.2 and 5.5.40 above, it has been stated that issues on voltage drops in the southern region would be resolved to a certain extent with the completion of the transmission lines of Galle- Ambalangoda. Although the construction of that survey line had been completed in April 2015, it was not observed that the relevant issue had not been resolved.
- 6.30 As mentioned in Paragraph 5.5.40 above, although the weaknesses in the electricity transmission system in the Southern region had been identified in the Transmission Plans 2011-2020 and solutions had been proposed thereto, the CEB had failed to duly achieve those solutions up to the date of reporting.
- 6.31 According to the various reports and project agreements, it was clear that the Uma Oya project had been initiated with the aim of developing the Southern region of the island in which the ACE Power Embilipitiya (Private) Company is located. Accordingly, although the expectation of the project is to use the power generated by the power plant built under the project for the electricity needs of the Southern region, transmission lines were being constructed to connect it to the Badulla sub-station

without making arrangements to connect that power to the transmission network of the Southern region.

- 6.32 A power plant with a capacity of 1,022.2MW had been installed in the Western region of the island at present and it was observed that no action had been taken to install the Barge Mounted power plant in the Southern after its purchase to overcome the existing power shortage in that region. Further, after the purchase of this Barge Mounted plant, only 74 per cent of its installed capacity had been utilized.
- 6.33 As indicated in Paragraph 5.5.9 above, it was observed according to the interim report submitted by the Cabinet sub-committee that the management weaknesses such as the lack of a Management Information System capable of confirming the performance of the maintenance activities of the CEB electricity system, lack of proper implementation of a system that ensures accountability of each officer and management responsibility despite such system was available, and difficulties in identifying the officials who are responsible for any fault due to not providing duty lists (job description) at least to the top management of the Ceylon Electricity Board had adversely affected the decision making process of the CEB.



## **7. Recommendations**

- 7.1** To re-review the economic benefit of the purchase of the power plant and if any favourable position is confirmed from the purchase, to focus attention on the purchase of the power plant immediately or following the expiry of the existing agreement. (Reference 6.1)
- 7.2** In case a value less than the correct assessed value has been received due to failure to pay sufficient attention regarding the matters to be paid heed by the Government Assessor in doing assessment or/and due to the negligence, to identify the parties who should be responsible for the matter and take appropriate measures. (Reference 6.2 6.4. 6.5)
- 7.3** If the Ceylon Electricity Board had not provided adequate information to that assessment and if the assessment has decreased due to not providing necessary assistance for that purpose, to take necessary measures regarding that matter. (Reference 6.4. 6.5)
- 7.4** Provided the power plant is not purchased and measures are further taken to purchase electricity from this plant and agreements are entered into for that purchase, to reach the agreements so as to receive maximum benefits to the government from the above purchase. ( Reference 6.3. 6.6. 6.18. 6.23.6.27)
- 7.5** To provide accurate information to the top management on the possible weakness in the electricity system and the system limitations, and the effective alternatives to be followed for those weaknesses and limitations, and to obtain information from the relevant divisions by the top management in a timely manner and to take optimum decisions while paying attention to that information. (Reference 6.20. 6.17)
- 7.6** To take actions in conformity with the Sri Lanka Electricity Act and the amendments made thereto and the provisions of the Public Utility Commission in the purchase of electricity by the Ceylon Electricity Board from the private sector. (Reference 6.15 . 6.16 )
- 7.7** To pay high attention by the Public Utility Commission in carrying out the tasks such as purchasing electricity by the Ceylon Electricity Board from the private sector. (Reference 6.1. 6.6. 6.12 . 6.13. 6.15)

7.8 To prepare agreements so as to reimburse the actual expenditure alone in determining the fuel charges and to check the fuel combustion ratio of the plant under a proper methodology.

(Reference 6.9 .6.10 )

7.9 Minimizing the cost by taking measures to prevent urgent purchasing requirements by way of taking action to complete the generation plans and the transmission plans within the scheduled timeframe.

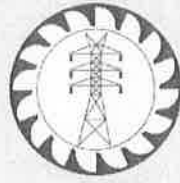
(Reference 6.19. 6.30 )

sga./W.P.C. Wickramaratne  
Auditor General

W.P.C.Wickramatatne

Auditor General

20 January 2023



CEYLON ELECTRICITY BOARD

LONG TERM  
GENERATION  
EXPANSION  
PLAN

2022-2041

5.1.1



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இலங்கைப் பொதுப் பயன்பாடுகள் ஆணைக்குழு  
PUBLIC UTILITIES COMMISSION OF SRI LANKA

Annex 15



ඔබේ අංකය }  
உமது இல. }  
Your No. }

අපේ අංකය } PUC/LIC/AP21/01  
எமது இல. }  
Our No. }

දිනය }  
திகதி } 5<sup>th</sup> October 2021  
Date }

Authorized officer for Licensees: EL/T/09-001  
General Manager  
Ceylon Electricity Board  
3<sup>rd</sup> Floor, No 50, Sir Chittampalam A Gardiner Mawatha  
Colombo 02.

Dear Mr. Ranathunga,

**Least Cost Long Term Generation Expansion Plan 2022-2041**

Reference is made to your letter ref. GP/CE/EXPAN/F-101 dated September 16, 2021, regarding the above subject.

The draft of LTGEP 2022 – 2041 was submitted to the Commission in July 2021 and the Government policy in respect of electricity industry approved by the Cabinet of Ministers was conveyed to the Commission by the Secretary, Ministry of Power as per section 5 of Sri Lanka Electricity Act on 04<sup>th</sup> August 2021 stating the following commitments from Sri Lanka.

- To achieve 70% renewable energy in electricity generation by 2030
- To achieve Carbon Neutrality by 2050 in electricity generation
- No capacity addition of Coal power plants

Also, the same was communicated to the Chairman and General Manager of CEB by the Secretary. Hence, the Commission decided to grant a period of 09 months to prepare and submit a draft LTGEP in alignment with the Government Policy. However, considering your request the Commission in terms of section 43 of the Sri Lanka Electricity Act grants approval to following developments identified in the draft LTGEP 2022- 2041 as there would be no hindrance to meet the commitments made by the said policy to the power sector due to those developments.

- All renewable energy power plants identified in the Base Case Plan of the LCLTGEP 2022-41
- Thermal power plants which comply with the government policy sent by the Secretary, Ministry of Power by the letter PE/TECH/D/42/03 dated 04/08/2021 (copy attached) in respect of the section 5 of Sri Lanka Electricity Act

The Commission requires you to submit the Least Cost Long Term Generation Expansion Plan prepared in compliance with the government policy on or before 30<sup>th</sup> June 2022.

Thank you,  
Yours Sincerely,

Public Utilities Commission of Sri Lanka

Janaka Ratnayake  
Chairman

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28, ශාන්ත මයිකල් පාර, කොළඹ 03.

06 ஆவது மாடி, இலங்கை வங்கி வர்த்தகக் கோபுரம்,  
28, சென் மைக்கல் வீதி, கொழும்பு 03.

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28, St. Michael's Road, Colombo 03, Sri Lanka.

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Chairman }

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Director General }

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**Table E1 - Base Demand Forecast 2022-2046**

Year	Demand		Net Loss*	Net Generation		Peak Demand
	(GWh)	Growth Rate (%)	(%)	(GWh)	Growth Rate (%)	(MW)
2022	16,741	5.8%	8.03	18,203	5.7%	2,967
2023	17,705	5.8%	7.97	19,238	5.7%	3,117
2024	18,725	5.8%	7.90	20,331	5.7%	3,276
2025	19,854	6.0%	7.83	21,541	6.0%	3,452
2026**	21,036	6.0%	7.77	22,808	5.9%	3,636
2027	22,286	5.9%	7.70	24,145	5.9%	3,852
2028	23,451	5.2%	7.63	25,390	5.2%	4,069
2029	24,692	5.3%	7.57	26,714	5.2%	4,282
2030	26,035	5.4%	7.50	28,146	5.4%	4,513
2031	27,438	5.4%	7.45	29,647	5.3%	4,755
2032	28,835	5.1%	7.40	31,139	5.0%	4,996
2033	30,301	5.1%	7.35	32,705	5.0%	5,249
2034	31,826	5.0%	7.30	34,332	5.0%	5,511
2035	33,445	5.1%	7.25	36,060	5.0%	5,790
2036	35,100	4.9%	7.25	37,844	4.9%	6,078
2037	36,792	4.8%	7.25	39,668	4.8%	6,372
2038	38,506	4.7%	7.25	41,516	4.7%	6,671
2039	40,255	4.5%	7.25	43,402	4.5%	6,975
2040	42,046	4.4%	7.25	45,333	4.4%	7,287
2041	43,859	4.3%	7.25	47,288	4.3%	7,602
2042	45,705	4.2%	7.25	49,278	4.2%	7,924
2043	47,590	4.1%	7.25	51,310	4.1%	8,252
2044	49,544	4.1%	7.25	53,417	4.1%	8,592
2045	51,597	4.1%	7.25	55,630	4.1%	8,950
2046	53,703	4.1%	7.25	57,901	4.1%	9,317
5 Year Average Growth	5.9%			5.8%		5.2%
10 Year Average Growth	5.6%			5.6%		5.4%
20 Year Average Growth	5.2%			5.2%		5.1%
25 Year Average Growth	5.0%			4.9%		4.9%

\* Net losses include losses at the Transmission & Distribution levels and any non-technical losses, Generation (Including auxiliary consumption) losses are excluded. This forecast will vary depending on the hydro thermal generation mix of the future

\*\* It is expected that day peak would surpass the night peak from this year onwards

Demand for electricity in the country has been growing at an average rate of about 4.4 % per annum during the last fifteen years, while peak demand has been growing at a rate of 2.6 % per annum on average. However, during year 2020 demand contracted (by 2%, 300 GWh compared to 2019) due to COVID 19 pandemic. As per past experience, electricity demand usually makes a comeback following such short-term dips and make the correction later to follow usual growth trends again. As per demand projections, the growth is expected to continue at an average rate of 5.2% in the long run. The changes in daily electricity demand pattern reveals the trend of the day time demand is becoming prominent and is anticipated to surpass the night peak and become the dominant peak beyond 2026. However, due to large addition of embedded solar PV generation, such high day peak demand may not be seen at the transmission level.

Dated 9<sup>th</sup> May 2003

**THE GOVERNMENT OF THE DEMOCRATIC  
SOCIALIST REPUBLIC OF SRI LANKA**

and

**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**

**IMPLEMENTATION AGREEMENT  
relating to the  
100 MW Power Plant at Embilipitiya**

Agreement dated as of 9th May 2003 (the "Agreement") between the Government of the Democratic Socialist Republic of Sri Lanka, acting through Jayampathi Charitha Ratwatte, Secretary, Ministry of Finance and Ace Power Embilipitiya (Pvt) Ltd., a limited liability company incorporated under the Companies Act No. 17 of 1982 and having its registered office at 305 Vauxhall Street, Colombo 2 (the "Company", which expression shall include the Company's successors and permitted assigns).

WITNESSETH

WHEREAS, the Ceylon Electricity Board ("CEB"), a body corporate duly constituted by Act No. 17 of 1969, invited proposals for the financing, construction, owning, operation and maintenance of a power generating facility at Embilipitiya in Sri Lanka on a build-own-operate (BOO) basis;

WHEREAS, the Company has been duly incorporated with foreign participation for the purpose of financing, constructing, owning, operating, and maintaining the Facility;

WHEREAS, CEB has entered into a Power Purchase Agreement with the Company of even date as this Agreement in relation to the supply and purchase of electrical energy from the Facility;

WHEREAS, Ceylon Petroleum Corporation ("CPC") a body corporate duly constituted by Act No. 28 of 1961 has entered into a Fuel Supply Agreement with the Company of even date as this Agreement in relation to the supply of Fuel to such Facility;

WHEREAS, the BOI is to enter into the BOI Agreement for the provision of certain concessions and incentives to the Company in respect of the business of the Company in financing, constructing, owning, operating and maintaining the Facility subject to the terms and conditions of the BOI Agreement;

AND WHEREAS, the Government has agreed to provide certain undertakings to the Company as set out herein in connection with the financing, construction, owning, operation and maintenance of the Facility by the Company, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**  
**INTERPRETATION; DEFINITIONS**

**Section 1.1 Interpretation**

In this Agreement (including the recitals), unless the context otherwise requires:

- (a) words, phrases and expressions set out in Section 1.2 shall have the meanings given to them in that Section;
- (b) words importing persons or parties shall include firms and corporations and all references to Parties shall include their successors and permitted assigns;
- (c) words importing the singular only shall include the plural and vice versa, where the context requires;
- (d) words importing the masculine gender shall include the feminine gender and neuter gender and vice versa;
- (e) the headings in this Agreement shall not be deemed part of or be taken into consideration in the interpretation or construction of this Agreement and are included for ease of reference only;
- (f) the words "include" and "including" are to be construed without limitation;
- (g) all references to Articles, Sections, Exhibits, Schedules (and Paragraphs) shall be construed as references to articles, sections, exhibits and schedules of (and paragraphs to schedules of) this Agreement;
- (h) references to this Agreement or to any other agreement or document shall include references to this Agreement or such other agreement or document (including any recitals or schedules thereto) as may be amended, varied, supplemented, replaced and/or restated in any manner from time to time; and
- (i) any capitalized terms used in this Agreement and not defined in Section 1.2 below shall have the meaning given to them in the Power Purchase Agreement.



## Section 1.2 Definitions

Except as otherwise provided herein, the following terms in this Agreement shall have the meanings set forth below.

**"Affiliate"** means, in relation to any party, a person that controls, is controlled by, or is under common control with such party. As used in this definition, the term "control" means with respect to a person that is a company, the ownership, directly or indirectly, of more than 50% of the voting securities of such person or control in the management or in the appointment of directors in such person and with respect to a person that is not a company the power to direct the management or policies of such person, whether by operation of law, by contract or otherwise.

**"Agent"** has the meaning specified in Section 6.6.

**"Business Day"** means any day other than a Saturday, Sunday, Public Holiday or a Bank Holiday in Sri Lanka.

**"BOI"** means the Board of Investment of Sri Lanka established under the Board of Investment of Sri Lanka Law No. 4 of 1978, as amended.

**"BOI Agreement"** means the agreement to be entered into between the BOI and the Company as may be amended by the agreement of the parties thereto.

**"Day"** means a 24-hour period beginning immediately after and ending at 12.00 midnight Sri Lanka time. For the purpose of this Agreement, any action required to be performed on any Day that is not a Business Day, or any period for giving notice or taking any action or otherwise that ends on a Day that is not a Business Day, shall be deemed to be properly given, taken or performed if given, taken or performed on a Day that is the next Business Day.

**"Designee"** means a person appointed by the Lenders who (i) is a reputable power plant operator with demonstrable financial standing and technical experience to operate and maintain the Project (ii) shall have necessary financial standing and technical experience and shall have contractually undertaken to, cure all defaults of the Company under this Agreement (iii) shall have expressly assumed in writing for the benefit of the Government all the obligations of the Company under this Agreement (iv) is approved by the Government, which approval shall not be unreasonably withheld or delayed.

**"Environmental Law"** means the National Environment Act no: 47 of 1980 any regulations there under, as amended from time to time, and all other Laws of Sri Lanka for the protection of environment for the time being in force.

**"Exhibits"** means the exhibits attached to this Agreement and forming an integral part hereof.

**"Facility"** has the meaning set forth in the Power Purchase Agreement.

**"Financing Agreements"** has the meaning set forth in the Power Purchase Agreement.

**"Final Completion Date"** has the meaning set forth in the Power Purchase Agreement.

**"Force Majeure"** has the meaning specified in Article VII.

**"Fuel"** has the meaning set forth in the Power Purchase Agreement.

**"Fuel Supply Agreement"** means, Fuel Supply Agreement of even date as this Agreement between the Company and CPC, providing for the supply of Fuel to the Company by CPC and as may be amended by the agreement of the parties thereto subject to Section 3.4 hereof.

**"Generation License"** means the license issued to the Company by the Minister of Power, substantially in the form attached hereto as Exhibit "B", under Section 2 of the Electricity Act No.19 of 1950, as amended, to build, own, operate and maintain the Facility.

**"Government" or "Government of Sri Lanka"** means the Government of the Democratic Socialist Republic of Sri Lanka.

**"Governmental Approvals"** means all approvals, consents, permits, licenses or other actions, required to be taken or obtained from, the Government or any Governmental Instrumentality of Sri Lanka in connection with this Agreement or the Project, including but not limited to those approvals, consents, permits and licenses set forth in Exhibit "A".

**"Governmental Instrumentality"** shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the Government of any country including Sri Lanka.

**"Governmental Instrumentality of Sri Lanka"** shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the Government of Sri Lanka.

**"Laws of Sri Lanka"** has the meaning set forth in the Power Purchase Agreement.

**"Lender Step-in-Rights"** has the meaning given to that expression in Section 6.6(d).

**"Loan Period"** has the meaning set forth in the Power Purchase Agreement.

**"Lenders"** has the meaning set forth in the Power Purchase Agreement.

**"Month"** or **"month"** shall mean a calendar month.

**"Minister of Power"** means the Minister of the Government in charge of the subject of power.

**"Party"** means the Government or the Company as the case may be.

**"Power Purchase Agreement"** means the Power Purchase Agreement of even date as this Agreement entered into between the Company and CEB pursuant to which the Company has agreed to sell to CEB, and CEB has agreed to purchase from the Company, electricity generated by the Facility as may be amended by the agreement of the parties thereto subject to Section 3.4.

**"Preliminary Obligations"** shall mean the obligations of the Parties defined in Section 2.1 and Section 2.2 herein.

**"Preliminary Period"** means the period commencing on the date of this Agreement unless, extended in accordance with Section 2.4, ending at 2400 Hours on the Day falling 132 Days thereafter or the date on which the Parties make joint certification under Section 2.5, whichever is earlier.

**"Preliminary Termination Notice"** means a preliminary notice of termination given by the Company or the Government pursuant to Section 6.4 or Section 6.5 as the case may be.

**"Project"** has the meaning set forth in the Power Purchase Agreement.

**"Project Documents"** has the meaning set forth in the Power Purchase Agreement.

**"Required Equity"** means not less than 20% of the total cost of the financing design, engineering, development, construction, manufacturing, testing, commissioning of the facility to be invested by way of equity investment.

**"Site"** has the meaning set forth in the Power Purchase Agreement.

**"Sri Lanka"** means the Democratic Socialist Republic of Sri Lanka.

**"Suspension Period"** means the suspension period under Section 6.6 and Section 6.7 as the case may be.

**"Term"** has the meaning set forth in Section 6.1.

**"Termination Notice"** means a termination notice issued under Section 6.6(e) or Section 6.7(b) as the case may be.

**"Year" or "year"** means any calendar year.

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**ARTICLE II**  
**PRELIMINARY PERIOD AND THE OBLIGATIONS OF PARTIES**

**Section 2.1 Preliminary Obligations of the Company**

During the Preliminary Period, the Company shall at its sole cost and expense:

- (a) satisfy all the Preliminary Obligations of the Power Purchase Agreement other than those that have been waived in accordance with such agreement.
- (b) satisfy all the Preliminary Obligations of the Fuel Supply Agreement other than those that have been waived in accordance with such agreement.
- (c)
  - (i) deliver to the Government certified copies of its memorandum and articles of association, and
  - (ii) deliver to the Government, copies of resolution the Company adopted by the board of directors or similar governing body of the Company authorising the execution, delivery and performance of this Agreement, certified by the secretary of the Company.
- (d) submit a certificate duly endorsed by or on behalf of the Lenders confirming that the financing for the Facility has been committed in accordance with the provisions of the Financing Agreements and that all conditions precedent to the initial disbursement under the Financing Agreements shall have been either satisfied or waived.
- (e) provide the Government with a legal opinion of the legal counsel of the Company in such form as may be agreed by the Parties certifying:
  - (i) that the Company has the power and authority to execute, deliver and perform its obligations under this Agreement;
  - (ii) that the execution and delivery of this Agreement and the performance by the Company of the obligations hereunder does not violate any provision of Laws of Sri Lanka or any provision of any judgement, decree or order of any Governmental Instrumentality of Sri Lanka;

- (iii) that this Agreement has been duly executed and delivered by the Company and constitutes legal, valid and binding obligations of the Company and is enforceable against the Company in accordance with its terms.
- (f) provide to the Government a certificate confirming that each of its representations and warranties contained in this Agreement are true and accurate in all material respects on the date of this Agreement and on the date of such certification.

### **Section 2.2 Preliminary Obligations of the Government**

During the preliminary period, the Government shall at its sole cost and expense:

- (a) deliver to the Company, a letter from the Secretary to the Ministry of the Minister of Power confirming that the Cabinet of Ministers of the Government of Sri Lanka has approved and authorised the execution by the Government of this agreement
- (b) provide the Company with the legal opinion of the Attorney General in such form as may be agreed by the Parties certifying:
  - (i) that the Government has the power and authority to execute, deliver and perform its obligations under this Agreement;
  - (ii) that the execution and the delivery of this Agreement and the performance by the Government of the obligations hereunder does not violate any provision of Laws of Sri Lanka or any provision of any judgement, decree or order of any Governmental Instrumentality of Sri Lanka;
  - (iii) that this Agreement has been duly executed and delivered by the Government and constitutes legal, valid and binding obligations of the Government and is enforceable against the Government in accordance with its terms.

### **Section 2.3 Waivers**

The obligations set out in Sections 2.1 and 2.2 above may only be waived in writing by the other Party.

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#### **Section 2.4 Failure to Satisfy the Preliminary Obligations**

In the event that any of the Preliminary Obligations above are not satisfied or are not waived by 18<sup>th</sup> September 2003 this Agreement shall terminate without any liability whatsoever to either Party; provided that the Parties may agree to an extension of the Preliminary Period for a further period not exceeding 365 Days from such date, for the satisfaction or waiver of the Preliminary Obligations. Provided further, where an event described in this Agreement as Force Majeure adversely affects a Party in satisfying any Preliminary Obligations by such date, such Party shall have an additional period equal to the period such Party was so affected. If any Preliminary Obligation herein is not satisfied or waived by the end of such extended period, this Agreement shall terminate without any liability whatsoever to either Party.

#### **Section 2.5 Delivery of Certificates**

Upon the satisfaction and waiver of any of the Preliminary Obligations described in Section 2.1 the Parties shall jointly certify that the Preliminary Obligations have been fulfilled or waived to their satisfaction.

### **ARTICLE III** **OBLIGATIONS OF THE COMPANY**

#### **Section 3.1 The Project**

The Company shall undertake and execute the Project in accordance with, and subject to, the terms and conditions of this Agreement, the Power Purchase Agreement and other Project Documents.

#### **Section 3.2 Arranging Finance**

The Company shall bear and be solely responsible at its cost and risk for arranging all necessary financing for the design, development, construction, completion, testing, commissioning, operations and maintenance of the Facility and any necessary working capital in order to perform its obligations under the Project Agreements.

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### **Section 3.3 To Comply with the Conditions which attach to its incentives**

The Company shall comply with all its obligations under the BOI Agreement and conditions attaching to the Generating License set out in Exhibit A.

### **Section 3.4 Amendments to Certain Project Documents**

On the date hereof, the Company shall enter into with the CEB and the CPC the Power Purchase Agreement and the Fuel Supply Agreement, respectively and the Company shall not without prior written consent of the Government amend either of those agreements in any manner which will affect the obligations of the Government hereunder. The Government shall not act arbitrarily in taking a decision whether to grant or refuse such approval and in any event the Government's decision shall be notified to the Company within a reasonable time.

### **Section 3.5 To enter into and perform the PPA and FSA**

The Company shall perform its obligations arising under or in connection with the Power Purchase Agreement and Fuel Supply Agreement in accordance with the terms thereof..

### **Section 3.6 To provide all information required under Approvals**

The Company shall provide all information and supporting documentation lawfully required by any Competent Authority in any application for the grant of or under any Governmental Approval in respect of building, owning, operating and maintaining the Facility.

### **Section 3.7 Compliance with Licenses**

The Company shall at all times comply with the terms and conditions of the Environmental License and any Governmental Approvals and shall be responsible for the compliance of its officers, employees, directors, and agents with the Environmental Licence and any such Governmental Approvals in relation to their undertaking duties relating to the Facility and the business of the Company relating to the Facility.

### **Section 3.8 Compliance with Laws**

- \* The Company shall (i) comply with all conditions applicable to the grant, or the continuing enjoyment, of any Governmental Approvals and shall cause its officers, directors, agents, employees and Affiliates to comply with such conditions and (ii) at all times comply with the Laws of Sri Lanka and shall cause its officers, directors, agents, employees and Affiliates to comply with such Laws of Sri Lanka.



### **Section 3.9 Required Equity**

The Company shall invest the Required Equity on or before the Final Completion date and shall give to the Government satisfactory evidence thereof in the form of a certificate or letter of confirmation from the Company's auditors reasonably satisfactory to the Government

## **ARTICLE IV**

### **OBLIGATIONS OF THE GOVERNMENT OF SRI LANKA**

#### **Section 4.1 Governmental Approvals**

##### **Section 4.1.1**

Provided (i) the Company complies, and, with respect to Section 4.1.1 (b), causes its foreign personnel to comply, with any conditions imposed under or in terms of applicable Laws of Sri Lanka with respect to the grant or continued enjoyment of any of the approvals, permits, consents and clearances referred to in this Section 4.1.1, and (ii) pays any fees, costs and expenses properly payable in connection with the grant of such approvals, permits, consents and clearances, the Government shall provide all reasonable assistance to the Company with respect to the obtaining of the following:

- (a) the Governmental Approvals set forth in Exhibit "A", including any amendments, renewals or extensions of any such approvals;
- (b) visas and work permits for foreign personnel properly employed by the Company in connection with the Project for the period such personnel are so employed by the Company;
- (c) customs clearances and approvals for the importation of all equipment, materials and spare parts necessary for the Project; and
- (d) any other Governmental Approvals in connection with the Project required by the Government or any Governmental Instrumentality of Sri Lanka.



## **Section 4.2 Infrastructure**

The Government shall provide all reasonable assistance to the Company for the Company to expeditiously obtain access to all infrastructure facilities (e.g., water, and electricity) required in connection with the Project at the generally prevailing charges, which charges shall be paid by the Company.

### **Section 4.3 Obligations of the CEB, the CPC and the BOI under the Power Purchase Agreement, Fuel Supply Agreement and the BOI Agreement**

Subject to applicable Laws of Sri Lanka, the Government shall provide all reasonable assistance in ensuring that the CEB, the CPC and the BOI fulfil their respective obligations under the Power Purchase Agreement, the Fuel Supply Agreement and the BOI Agreement provided that the Company fulfils its obligations under the said Power Purchase Agreement, Fuel Supply Agreement and BOI Agreement.

### **Section 4.4 Guarantee by the Government of CEB's and CPC's payment obligations under the Power Purchase Agreement and Fuel Supply Agreement**

#### **Section 4.4.1**

- (a) The Government unconditionally and irrevocably guarantees the undisputed payment obligations of the CEB under the Power Purchase Agreement and the undisputed payment obligations of the CPC under the Fuel Supply Agreement (the "Guarantee") provided that the Company shall have first exercised all rights and remedies available to it under any letters of credit provided by CEB in accordance with the Power Purchase Agreement and shall have failed to obtain payment.
- (b) The Government shall make payment of the amounts payable under Section 4.4.1(a) above, within 90 Days of a lawful written demand by the Company.

#### **Section 4.4.2**

For the purposes of Section 4.4.1, a payment obligation (or part thereof) of CEB under the Power Purchase Agreement is deemed undisputed if:

- (a) such obligation (or part thereof) is not disputed by the CEB pursuant to the Power Purchase Agreement; or



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Dated 9<sup>th</sup> May 2003 ✓

**THE CEYLON ELECTRICITY BOARD**

and

**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**

**POWER PURCHASE AGREEMENT**  
relating to the  
**100 MW Power Plant at Embilipitiya**

5.3.1.2

- (d) The Company shall invest the Required Equity in the Project on or before Final Completion Date and shall give to the CEB satisfactory evidence thereof the form of a certificate or a letter of confirmation from the Company's Audit recently satisfactory to the CEB.
- (e) The Company shall comply with all Laws of Sri Lanka including Environmental Laws applicable to the Facility during the Term of this Agreement.

### **Section 3.4 Adjustment of the Capacity Charge**

Commencing from the Final Completion Date, on the first Day of the first Month of each Year and the first Day of the seventh Month of each Year during the Term hereof, escalable component of the Capacity Charge shall be adjusted in the manner set out in Paragraph 1.2 of the Fourth Schedule. Such adjusted escalable component of Capacity Charge shall be applicable until it is readjusted as herein before set out.

## **ARTICLE IV** **TARIFF; BILLING PROCEDURES; SECURITY**

### **Section 4.1 Payments**

- (a) CEB shall make payment of the Tariff as set out in Section 3.2 (b) above to the Company in accordance with Section 4.2 and Section 4.3 below. The Dollar component of the Tariff shall be paid to the Company in equivalent Rupee. The Rupee component of the Tariff under this Agreement shall be paid to the Company in Rupees.
- (b) The quantities of electrical energy delivered to CEB by the Company from time to time shall be monitored, measured and recorded in accordance with the provisions of Article VI.
- (c) **Reimbursable Taxes**  
The Company shall be entitled to include in the Monthly Invoice and charge CEB for Reimbursable Taxes incurred by the Company within such Month. The Company shall submit with the Monthly Invoice such material establishing liability of the Company for and the payment of such Reimbursable Taxes.  
  
The Company shall be entitled to include in such Monthly Invoice only such Taxes as are incurred by the Company for the purposes of maintaining plant availability and generating electrical energy. The Company shall, if requested by the CEB, provide a certificate from a tax consultant that the Company has taken adequate measures to pay taxation in an optimal manner.
- (d) **Sales Taxes**  
The Company shall be entitled to include in the Monthly Invoice and charge CEB for Sales Taxes. All amounts payable under this Agreement shall be calculated net of Sales Taxes payable in respect of such payments, where applicable, and such Sales Taxes shall then be calculated and added to such payments separately indicating such calculations.
- (e) **Input Sales Taxes**  
The Company shall be entitled to include in the Monthly Invoice and charge CEB for Input Sales Taxes directly, necessarily and actually borne by

Company within such Month for the performance of its obligations under Agreement in relation to the Project, to the extent that the Company is entitled to any credit or input credit within such Month or at a future date, under the Laws of Sri Lanka. The Company shall submit with the Monthly Invoice material establishing the liability of the Company for and the payment of Input Sales Taxes.

#### **Section 4.2 Monthly Payment of 1/12th of Total Capacity Charge**

From the Final Completion Date till the end of the Term, the Company shall invoice and CEB shall pay every month 1/12<sup>th</sup> of the Total Capacity Charge subject to Section 4.6(b), towards CEB's liability to pay Capacity Charge for Metered Sales, Curtailment, Sri Lanka Force Majeure affecting either Party and Force Majeure under Section 13.1(a)(i) affecting CEB, in terms of this Agreement. Such payments shall continue notwithstanding the occurrence of the Force Majeure affecting either Party, provided however, that such payments shall be reconciled pursuant to and in accordance with Section 4.7(c).

#### **Section 4.3 Billing Procedures**

- (a) **Company Invoices - Pre Final Completion Date:**  
During the Commissioning Period, the Company shall submit invoices every calendar month for all energy delivered to CEB by the Company calculated at the rate set out in Section 3.2 (a) above.
- (b) **Company Invoices - Post Final Completion Date:**  
The Company shall invoice (each such invoice, a "Monthly Invoice") CEB within five Days of commencement of each Month (commencing with the Month following the Month in which the Final Completion Date of the Facility occurs) and each Monthly Invoice shall show intermediate calculations and shall itemize the following (in each case for the preceding month) showing their components separately, where applicable:
- (i) The Total Energy Charge for the preceding Month
  - (ii) 1/12<sup>th</sup> of the Total Capacity Charge
  - (iii) Sales Taxes
  - (iv) Reimbursable Taxes and Input Sales Taxes if applicable in terms of Section 4.1 (c)
  - (v) any other sums then due and payable by either Party to the other Party under this Agreement, including those in respect of, Change in Load adjustment, Stop Charges
  - (vi) Fuel Related Losses if applicable
  - (vii) In the case of the last Monthly Invoice of each Year the following shall also be included:
    - (a) Excess Energy Capacity Charge for the Excess Energy for the Year
    - (b) Credit for Shortfall Amount and Force Majeure Amount and 10% interest accrued thereon
    - (c) Credit for liquidated damages for Shortfall

(viii) the total sum payable by CEB.

(A sample Monthly Invoice setting out the intermediate calculations is set forth in Part A of the Fifth Schedule)

CEB shall be entitled to submit invoices to the Company in respect of any payments due by the Company to CEB under this Agreement. All such invoices shall show intermediate calculations in reasonable detail.

If the invoiced Party disputes the amount specified in any invoice, it shall inform the invoicing Party in writing within seven Days of the receipt of such invoices. If the invoiced Party does not dispute the contents of such invoice as aforesaid, it shall be deemed to be undisputed by the Parties. If the dispute is not resolved by the Due Date, the invoiced Party shall pay the undisputed amount on or before such date and the Parties shall make best efforts to resolve such dispute within 14 Days of the Due Date for such invoice failing which such dispute shall be submitted for resolution under Section 14.2; provided that, in no event shall CEB withhold payment of the 1/12th of the Total Capacity Charge on account of dispute. Any sum owing to either CEB or to the Company, as the case may be, shall be paid with interest accruing from the Due Date to the date of payment at the interest rate(s) specified in Section 4.5, as applicable.

#### tion 4.4 Place, Manner and Currency of Payment

- (i) All invoices including Monthly Invoices shall be paid by CEB by the Due Date. All amounts payable by CEB to the Company under this Section 4.4 shall be paid to the bank account nominated by the Company in the Ninth Schedule ("Nominated Bank Account").
- (ii) The Dollar Denominated Payments due to the Company shall be paid to the Company in equivalent Rupees in accordance with Section 4.4 (b). In the event it is permissible for CEB under the Laws of Sri Lanka to pay in Dollars, CEB may elect to pay Dollar Denominated Payments in Dollars. The Rupee Denominated Payments due to the Company shall be paid to the Company in Rupees in accordance with Section 4.4 (b).

All payments shall be made in Colombo, Sri Lanka, as specified by the Company, in same-Day value funds not later than 11:00 hr. Sri Lanka time, on the Due Date. Bank charges incurred on account of conversion of Rupees to Dollars shall be for the account of the Company.

- (i) The Parties agree that on immediate conversion into Dollars of the Dollar Denominated Payments received by the Company in terms of this Section 4.4, the Company should be in no less favourable a position than it would have been had the Company received payment in Dollars.
- (ii) If upon conversion by the Company as set out in Section 4.4(c)(i) above, the Company is in less favourable a position, then CEB shall pay to the Company under the next Monthly Invoice, the amount of the difference between the amount so received upon conversion and the amount that the Company should have received had the Company converted immediately the amounts received upon compliance with Section 4.4 (b) above.

- (iii) If upon conversion by the Company as set out in Section 4.4(c)(i) above the Company is in a more favourable position, then the Company shall account to CEB by way of deduction from sums due to the Company under the next Monthly Invoice the difference between the amount received upon conversion and the amount that the Company should have received had the Company converted immediately the amount received upon compliance with Section 4.4 (b) above.
- (d) CEB shall not be held liable or responsible in any manner whatsoever, if upon conversion the Company is in a less favourable position than it would have been had the conversion been immediate upon receipt of payment under Section 4.4 and such position is due to any action or inaction on the part of the Company, its Nominated Bank, Agent or representative.
- (e)
  - (i) All amounts payable to CEB shall be paid to CEB's bank account nominated by CEB in the Ninth Schedule and shall be made, in same day value funds not later than 11:00 hr. Sri Lanka time on the Due Date.
  - (ii) The Dollar Denominated Payments due from the Company under this Agreement shall be paid to CEB in Dollars. The Rupee Denominated Payments due from the Company under this Agreement shall be paid to CEB in Rupees.

#### **Section 4.5 Late Payments**

If any amount payable by CEB or the Company under this Agreement is not paid or before the Due Date for any reason, CEB or the Company, as the case may be, shall pay interest thereon for any payment due at the Prime Rate, prevailing on the Due Date plus two percent per annum from the Due Date until the date of actual payment.

#### **Section 4.6 Letters of Credit**

- (a) CEB Letter of Credit
  - (i) At least 30 days prior to the Scheduled Completion Date, CEB shall establish in favour of the Company, two unconditional, irrevocable stand-by letters of credit valid for a period not less than 365 days in the form of Exhibit F hereto (the "CEB Letters of Credit") issued by the CEB LC Bank one to be denominated in Dollars (the "CEB Dollar Letter of Credit") and one to be denominated in Rupees (the "CEB Rupee Letter of Credit"). The CEB Dollar Letter of Credit shall have a stated amount equal to the aggregate amount of the Dollar component of the Tariff payable by CEB on 3/12th of the Minimum Guaranteed Energy Amount assuming the Tariff then in effect and the CEB Rupee Letter of Credit shall have a stated amount equal to the aggregate amount of the Rupee component of the Tariff payable by CEB on 3/12th of the Minimum Guaranteed Energy Amount assuming the Tariff then in effect. The CEB Letters of Credit shall be in effect every Year from the Final Completion Date and during the Term of this Agreement and shall be renewed 30 days prior to their expiration. The amount of the CEB Letters of Credit shall be adjusted every Year to reflect the variation in the components of the Tariff. The Company shall have the right to draw upon the CEB Dollar Letter of Credit in the amount of the Dollar component of any invoice and the CEB Rupee Letter of Credit in the amount of the Rupee component of any invoice respectively against presentation by the

Company of the CEB LC Certificate, if any such invoice submitted by the Company to CEB remains unpaid by CEB on the Due Date of payment, provided that where CEB disputes any invoice, the Company shall only be entitled to draw the undisputed amount payable by CEB in terms of Section 4.3(d).

- (ii) CEB shall be discharged from payment of any amounts due under this Agreement only to the extent the Company actually receives payment under the CEB Letters of Credit. Within 15 days of any drawing under the CEB Letter of Credit, CEB shall reinstate the level of the CEB Letters of Credit to that required under Section 4.6(a)(i) above.
- (iii) If the CEB Letters of Credit are not renewed 21 days prior to their expiration or are not replenished within 15 days of any drawal thereon, then the Company shall, thereafter give at least 7 days notice in writing of its intention to draw on the full amount of the CEB Letters of Credit and upon presentation of the CEB LC Certificate to the CEB LC Bank be entitled to draw the full amount of CEB Letters of Credit. If the Company draws the full amount of the CEB Letters of Credit, the Company shall hold the amount drawn in an interest bearing Dollar and Rupee account as security for CEB's obligations until such time as new CEB Letters of Credit are put in place, and in which event the Company shall promptly on demand return to CEB the amount drawn together with all accrued interest thereon less any amount recoverable by the Company under the CEB Letters of Credit, had they been in force.
- (iv) It is clarified that the Company shall also have the right to draw upon the CEB Letters of Credit pursuant to an arbitral award pertaining to any invoice.

#### Company Letter of Credit

- (i) At least 30 days prior to the Scheduled Completion Date, the Company shall establish in favour of CEB, two unconditional, irrevocable stand-by letters of credit valid for a period not less than 365 Days in the form of Exhibit H hereto (the "Company Letters of Credit") issued by the Company LC Bank one to be denominated in Dollars (the "Company Dollar Letter of Credit") and one to be denominated in Rupees (the "Company Rupee Letter of Credit"). The Company Dollar Letter of Credit shall have a stated amount equal to the Dollar component of the Capacity Charge for 1/12<sup>th</sup> of the Minimum Guaranteed Energy Amount, assuming the Capacity Charge then in effect. The Company Rupee Letter of Credit shall have a stated amount equal to the Rupee component of the Capacity Charge for 1/12<sup>th</sup> of the Minimum Guaranteed Energy Amount, assuming the Capacity Charge then in effect. The Company Letters of Credit shall be in effect every Year from the Final Completion Date and during the Term of this Agreement and shall be renewed 30 days prior to their expiration. The amount of the Company Letters of Credit shall be adjusted every Year to reflect the variation in Capacity Charge. Within 15 days of any payment under the Company Letters of Credit, the Company shall reinstate the value of the Company Letters of Credit to that required under this Section 4.6(b). CEB shall have the right to draw upon the Company Dollar Letter of Credit and the Company Rupee Letter of Credit against presentation of a Company LC Certificate to the extent that the Dollar component and the



being established in which event CEB shall promptly on demand return to the Company the amount drawn together with all accrued interest thereon.

**ARTICLE IX**  
**ACCESS**

**Section 9.1 Access During Construction**

Upon reasonable notice, the Company shall permit employees and representatives of CEB to visit the Facility during construction. CEB shall comply with applicable construction site rules and limitations.

**Section 9.2 Access to the Facility during Operations**

Upon reasonable notice, Company shall permit employees and representatives of CEB, when properly identified, to visit the Facility during Term of the Agreement. Such employees and representatives of CEB shall not interfere with the normal operation and shall comply with any applicable safety rules.

**Section 9.3 Access to CEB facilities**

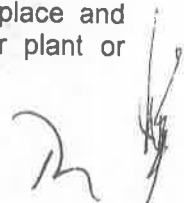
Upon reasonable notice, CEB shall permit employees and representatives of the Company, when properly identified, to visit CEB facilities during normal business hours to read Meters and perform maintenance on Company's equipment (if any), to conduct such operating tests as are necessary to ascertain that protective devices function properly, to examine and test the Main Meter and examine the Back Up Meter, and to examine all other services and equipment related thereto, provided that Company's employees and inspectors shall not interfere with CEB's normal operations and shall comply with CEB's safety and related standards and conditions. Where however, any emergency occurs in connection with Company's equipment, Company's employees and representatives shall be promptly granted access to CEB facilities.

**Section 9.4 Visits by CEB, not to be construed as an endorsement**

- (a) Visits to the Facility by CEB's employees and representatives shall not be construed as an endorsement by CEB of the construction, operation and maintenance procedure employed by the Company at the Facility nor as a warranty by CEB of the safety, durability or reliability of the Facility.
- (b) Visits to CEB's facility by the Company's employees and representatives shall not be construed as an endorsement by the Company of the operation and maintenance procedure employed by CEB at such facility nor as a warranty by the Company of the safety, durability or reliability of such facility.

**Section 9.5 Easements**

The Company shall grant in favour of CEB such easements or rights-of-way with respect to the Site as are necessary to construct, operate, maintain, replace and remove all or any portion of the Interconnection Facilities, or any other plant or equipment of CEB.



**ARTICLE X**  
**LIMITATION OF LIABILITY**

**Section 10.1 Limitation on Consequential, Incidental and Indirect Damages**

Neither CEB nor the Company, nor their respective officers, directors, agents employees, nor their parent, subsidiaries, Affiliates or their respective officers, directors, agents or employees shall be liable to the other Party or their parent, subsidiaries, Affiliates, officers, directors, agents employees, successors or assigns, for claims for incidental, indirect or consequential damages connected with or resulting from any performance or non-performance of this Agreement, including without limitation, claims in the nature of lost revenues, income or profits irrespective of whether such claims are based upon warranty, negligence, strict liability, contract, operation of law or otherwise.

**Section 10.2 Indemnification**

- (a) CEB shall defend and indemnify the Company and its directors, officers, agents and employees against, and hold the Company and its directors, officers and employees harmless from, at all times after the date hereof, any Loss incurred, suffered, sustained, or required to be paid, directly or indirectly, by the Company and its directors, officers, agents and employees for personal injury or death to persons or damage to property arising out of the negligent or intentional act or omission of CEB in connection with this Agreement.
- (b) The Company shall defend and indemnify CEB and its members, officers, agents and employees against, and hold CEB and its members, officers, agents and employees harmless from, at all times after the date hereof, any Loss incurred, suffered, sustained, or required to be paid, directly or indirectly, by, or sought to be imposed upon, CEB and its members, officers, agents and employees for personal injury or death to persons or damage to property arising out of the negligent or intentional act or omission of the Company in connection with this Agreement.
- (c) The provisions of this Section 10.2 shall survive for a period of one (1) Year following the termination of this Agreement.

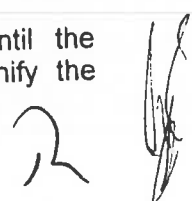
**Section 10.3 Notice of Proceedings**

Each Party shall promptly notify the other Party of any Loss or proceeding in respect of which it is or may be entitled to indemnification under Section 10.2. Such notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the Loss or proceeding.

**Section 10.4 Defense of Claims**

- (a) The indemnifying Party shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defense of any claim, action, suit or proceeding in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify the other Party hereunder; provided, it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party prior to the assumption by the indemnifying Party of such defense.

- (b) Notwithstanding the provisions of Section 10.4(a), unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the



indemnified Party and assumes control of the defense of a claim, suit, action or proceeding in accordance with Section 10.4(a), the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.

- (c) Neither Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other Party; provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party. Where such compromise or settlement is made without such consent, the indemnifying Party shall be released and discharged from all obligations under this Section 10.4 with respect to such settled or compromised claim, loss, suit, action or cause of action.
- (d) Following the acknowledgement of the indemnification and the assumption of the defense by the indemnifying Party, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party, when and as incurred, unless:
  - (i) the employment of counsel by such indemnified Party has been authorized in writing by the indemnifying Party;
  - (ii) the indemnified Party has reasonably concluded that there may be a conflict of interest between the indemnifying Party and the indemnified Party in the conduct of the defense of such action;
  - (iii) the indemnifying Party has not employed independent counsel to assume the defense of such action and such fact has been notified by the indemnified Party; or
  - (iv) the indemnified Party has reasonably concluded and specifically notified the indemnifying Party that there may be specific defences available to it that are different from or additional to those available to the indemnifying Party.

If Section 10.4(d) (ii), Section 10.4 (d) (iii) or Section 10.4 (d) (iv) shall be applicable, then counsel for the indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.



**ARTICLE XI**  
**TERMINATION; REMEDIES**

**Section 11.1 CEB Rights**

CEB may give Preliminary Termination Notice of this Agreement upon the occurrence of any of the following events:

- (a) The Company fails to establish, reinstate or fails to keep in full force and effect in accordance with the terms and conditions of this Agreement the Liquidated Damages Bond and/or the Company Letters of Credit.
- (b) The Company fails to make any payment which has become due and payable under this Agreement to CEB and such failure continues for at least 14 Days following receipt of written notice from CEB to the Company of such non-payment following the Due Date for such payment.
- (c) The Company wrongfully makes a demand under CEB Letters of Credit unless such demand is the result of a mistake or is otherwise done in good faith, and such amounts are promptly returned to CEB upon discovery of the mistake.
- (d) The Company is in material breach of any of its obligations under this Agreement and such breach (where capable of remedy) has been notified to the Company and has not been remedied within a period of 60 days of notification or such longer period as the CEB shall in its reasonable discretion allow for the remedy of such breach .
- (e) Any proceeding is instituted by or against the Company seeking to declare the Company as bankrupt or insolvent or to wind up the Company under the Laws of Sri Lanka and the court declares the Company as bankrupt, or insolvent or makes order winding up the Company, or appoints a receiver or and such declaration or appointment is not stayed or vacated within 75 Days from the date thereof or the Company makes an assignment for the benefit of its creditors or is generally unable to pay its debts as they become due.
- (f) Any representation or warranty made by the Company under this Agreement was false or misleading in any material respect when made.
- (g) The Company fails to deliver the Milestone Schedule within 60 Days of the expiry of the Preliminary Period.
- (h) The Company fails to achieve the Final Completion Date within 180 days of the Scheduled Completion Date.
- (i) Where Shortfall exceeds 20% of the MGEA for two consecutive Years or for any three Years from the Final Completion Date and during the Term.
- (j) Where after the Final Completion Date and during the Term, no electrical energy has been delivered for a continuous period of 180 Days or where less than 50% of MGEA has been delivered for a period of 360 Days under this Agreement due to Sri Lanka Force Majeure affecting either Party; provided however, that if the Company notifies CEB in writing prior to the expiry of such 180 Days or 360 Days, as the case may be, that CEB is relieved of its obligations to make payments with respect to that portion of MGEA not delivered pursuant to such Sri Lanka Force Majeure affecting either Party for

the rest of the duration of such Sri Lanka Force Majeure affecting either Party, CEB shall not be entitled to issue a Preliminary Termination Notice in respect of such Sri Lanka Force Majeure affecting either Party.

- (k) Where after the Final Completion Date and during the Term, no electrical energy has been delivered for a continuous period of 180 Days or where less than 50% of MGEA has been delivered for a period of 360 Days under this Agreement due to Force Majeure under Section 13.1 (a)(i) affecting CEB; provided however, that if the Company notifies CEB in writing prior to the expiry of such 180 Days or 360 Days, as the case may be, that CEB is relieved of its obligations to make payments with respect to that portion of MGEA not delivered pursuant to such Force Majeure under Section 13.1(a)(i) affecting CEB for the rest of the duration of such Force Majeure under Section 13.1 (a)(i) affecting CEB, CEB shall not be entitled to issue a Preliminary Termination Notice in respect of such Force Majeure under Section 13.1 (a)(i) affecting CEB.
- (l) Where after the Final Completion Date and during the Term, no electrical energy has been delivered for a continuous period of 300 Days or where less than 50% of MGEA has been delivered for a period of 480 Days under this Agreement due to Force Majeure (excluding Sri Lanka Force Majeure) affecting the Company, provided however, that where prior to the expiry of such 300 Days or 480 Days, as the case may be, (i) the Company submits to CEB, a detailed restoration plan for reconstruction of the Facility and a written undertaking that it will complete reconstruction of the Facility within 180 Days from the expiry of such 300 Days or 480 Days, as the case may be, (ii) conditions for the first draw down of financing for such reconstruction have been fulfilled or waived and (iii) the Company has already commenced such reconstruction of the Facility, CEB shall not be entitled to issue a Preliminary Termination Notice; provided further however, where the Company fails to complete reconstruction within such period of 180 Days, CEB shall be entitled to issue a Preliminary Termination Notice.
- (m) Prior to Final Completion Date, the Company is unable to proceed with the construction or commissioning of the Facility for a period of not less than 270 consecutive Days due to Sri Lanka Force Majeure.
- (n) Prior to Final Completion Date, the Company is unable to proceed with the construction of the Facility or commissioning for a period of not less than 360 consecutive Days due to Force Majeure (excluding Sri Lanka Force Majeure) affecting the Company; provided however, that where prior to the expiry of such 360 Days, (i) the Company submits to CEB, a detailed restoration plan for reconstruction of the Facility and a written undertaking that it will complete reconstruction of the Facility within 180 Days from the expiry of such 360 Days, (ii) conditions for the first draw down of financing for such reconstruction have been fulfilled or waived and (iii) the Company has already commenced such reconstruction of the Facility, CEB shall not be entitled to issue a Preliminary Termination Notice; provided further however, where the Company fails to complete reconstruction within such period of 180 Days, CEB shall be entitled to issue a Preliminary Termination Notice.

#### **Section 11.2 Company Rights**

The Company may give Preliminary Termination Notice of this Agreement upon the occurrence and during the continuation of any of the following events:

- (a) CEB fails to establish, reinstate or keep in full force and effect in accordance with the terms and conditions of this Agreement the CEB Letters of Credit.
- (b) CEB fails to make any payment which has become due under this Agreement to the Company and such failure continues for at least 14 Days following receipt of written notice from the Company to CEB of such non-payment following the Due Date for such payment.
- (c) CEB wrongfully encashes or makes a demand under the Company Letters of Credit or the Liquidated Damages Bond established under this Agreement unless such demand is the result of a mistake or is otherwise made in good faith and such amounts are promptly returned to the Company upon discovery of the mistake.
- (d) The CEB is in material breach of any of its obligations under this Agreement and such breach (where capable of remedy) has been notified to the CEB and has not been remedied within a period of 60 days of notification or such longer period as the Company shall in its reasonable discretion allow for the remedy of such breach .
- (e) Any proceeding is instituted by or against CEB seeking to declare CEB as bankrupt or insolvent or to wind up CEB, a court or any Governmental Instrumentality of Sri Lanka declares CEB as bankrupt, or insolvent or makes order winding up CEB or appoints a receiver or trustee and such appointment or declaration is not vacated or stayed within 75 Days, from date thereof or CEB makes an assignment for the benefit of its creditors, or is generally unable to pay its debts as they become due.
- (f) Any representation or warranty made by CEB under this Agreement was false or misleading in any material respect when made.
- (g) Where after the Final Completion Date and during the Term, no electrical energy has been delivered to CEB for a continuous period of 240 Days or less than 50% of MGEA has been delivered to CEB under this Agreement for a continuous period of 450 Days by reason of Sri Lanka Force Majeure affecting either Party.
- (h) Where after the Final Completion Date and during the Term, no electrical energy has been delivered to CEB for a continuous period of 240 Days or less than 50% of MGEA has been delivered to CEB under this Agreement for a continuous period of 450 Days by reason of Force Majeure under Section 13.1(a)(i) affecting CEB.
- (i) Where after the Final Completion Date and during the Term, no electrical energy has been delivered to CEB for a continuous period of 300 Days or less than 50% of MGEA has been delivered to CEB under this Agreement for a continuous period of 480 Days due to Force Majeure (excluding Sri Lanka Force Majeure) affecting the Company; provided however, that where prior to the expiry of such 300 Days or 480 Days, as the case may be, (i) the Company submits to CEB, a detailed restoration plan for reconstruction of the Facility and a written undertaking that it will complete reconstruction of the Facility within 180 Days from the expiry of such 300 Days or 480 Days, as the case may be, (ii) conditions for the first draw down of financing for such reconstruction have been fulfilled or waived and (iii) the Company has already commenced such reconstruction of the Facility, Company shall not be entitled to issue a



Preliminary Termination Notice under this Section 11.2(i) in respect of such termination event.

- (j) Prior to Final Completion Date, as a result of Sri Lanka Force Majeure, the Company is unable to proceed with the construction or commissioning of the Facility for a period of 270 consecutive Days.
- (k) Prior to Final Completion Date, as a result of Force Majeure affecting the Company (excluding Sri Lanka Force Majeure), the Company is unable to proceed with the construction of the Facility for a period of 360 consecutive Days; provided however, that where prior to the expiry of such 360 Days, (i) the Company submits to CEB, a detailed restoration plan for reconstruction of the Facility and a written undertaking that it will complete reconstruction of the Facility within 180 Days from the expiry of such 360 Days, (ii) conditions for the first draw down of financing for such reconstruction have been fulfilled or waived and (iii) the Company has already commenced such reconstruction of the Facility, Company shall not be entitled to issue a Preliminary Termination Notice under this Section 11.2(k) in respect of such termination event.
- (l) Where as a result of a Change in Law Event after the date of this Agreement:
  - (i) the making of any payment by the Company under the Financing Agreements becomes or will become illegal or unenforceable under the Laws of Sri Lanka;
  - (ii) the performance of any obligation (other than the obligation to make payment in the case of CEB or the Government of Sri Lanka) under the Project Documents or the Financing Agreements become or will become illegal or (unless the obligation is owed to the Government of Sri Lanka or CEB) unenforceable, in each case under the Laws of Sri Lanka;
  - (iii) the enforcement of such rights as the Company or the Lenders may have in connection with the Project against assets of CEB situated in Sri Lanka becomes or will become illegal, or those rights become or will become unenforceable, under the Laws of Sri Lanka;
  - (iv) the performance of any payment obligation by CEB and the Government of Sri Lanka under the Project Documents becomes or will become illegal or unenforceable under the Laws of Sri Lanka.

and in the case of Sections 11.2 (l) (i), Section 11.2 (l) (ii) (except as regards performance by the Company of its obligations under the Financing Agreements), Section 11.2 (l) (iii) (except as regards enforcement of the Lender's rights), and Section 11.2 (l) (iv) above, the illegality or unenforceability of the rights or obligations in question materially prejudices:

- (x) the enjoyment by the Company or the Lenders of their respective rights under this Agreement, the Project Documents or the Financing Agreements;
- (y) the performance by the Company or the Lenders, of their respective obligations pursuant to the Project Documents or the Financing Agreements; or

- (z) the ability of the Company to convert Rupees into Dollars and repatriate such Dollars by way of dividends to its shareholders outside Sri Lanka, pursuant to the BOI Status.
- (m) Where as a result of a Change in Law Event after the date of this Agreement, the Company loses its ability to convert Rupees into Dollars and repatriate such Dollars by way of dividends to its shareholders outside Sri Lanka, pursuant to its BOI Status.
- (n) Where the Company is materially and adversely effected by a Change in Law Event which cannot be remedied in terms of Section 8.6 (b) of this Agreement or which does not constitute Sri Lanka Force Majeure in terms of Section 13.1(a)(ii), and such material and adverse effect is not remedied within 60 days of the Company's notice to CEB to so remedy.
- (o) Where the Government of Sri Lanka is in material breach of its obligations under the Government Guarantee.
- (p) Where the Company has terminated the Implementation Agreement pursuant to its provisions for a material breach of the obligation of the Government of Sri Lanka thereunder or where the Company has terminated the BOI Agreement pursuant to its provisions for a material breach of the obligation of the BOI thereunder.

### Section 11.3 Termination Procedures during Loan Period

- (a) (i) Subject to Section 11.3(a)(ii), during the Loan Period each Preliminary Termination Notice shall be in writing and specify in reasonable detail the grounds for termination. The giving of a Preliminary Termination Notice by either Party shall commence a Suspension Period of 180 Days or such other period as the Parties may agree in writing: provided, however, that the Party who receives the Preliminary Termination Notice may waive the Suspension Period with regard to a Preliminary Termination Notice given by the other Party. No rescission or termination of this Agreement shall be valid or binding without the expiration of the Suspension Period.
- (ii) In the event CEB gives a Preliminary Termination Notice under Section 11.1 (j) or 11.1 (m), such Preliminary Termination Notice shall constitute a notice of termination of this Agreement and thereupon this Agreement shall terminate.
- (b) Each Preliminary Termination Notice shall be copied to the Lenders. If there is more than one Lender, the Lenders will designate in writing to CEB an agent ("Agent") for the service of such notice and any notice required hereunder may be delivered to such Agent. Upon delivery to the Agent, such notice shall be deemed to have been delivered to each of the Lenders. Each Preliminary Termination Notice may be delivered to the Lender or the Agent (i) By personal delivery (ii) By facsimile transmission to the number specified in accordance with the procedure set forth below, (iii) By International Courier or (iv) By tendering by registered post. Any notice given by facsimile under this Section 11.3 shall be confirmed in writing, delivered personally or sent by registered post, but failure to so confirm shall not make void or invalidate the original notice if it was in fact received by the Lender or the Agent. The address and facsimile number for the Lender or Agent shall be provided to CEB by the Company at financial



closing. Any subsequent change of same shall be duly notified to CEB at the address or facsimile number for CEB provided in Section 16.4 (or at such other address or facsimile number subsequently delivered to the Lender or the Agent in accordance with this Section 11.3) and otherwise in accordance with the requirements of Section 16.4.

- (c) The Lenders may, (but shall be under no obligation to,) make any payment or perform or cause to be performed any act required to be performed by the Company, with the same effect as if made or performed by the Company. If at any time during the Suspension Period, the Lenders perform or cause to be performed all those unperformed obligations that gave rise to the Preliminary Termination Notice, the Preliminary Termination Notice shall be revoked, all rights of CEB to cease this Agreement pursuant thereto shall terminate and this Agreement shall continue in full force and effect. The rights of the Lenders under this Section 11.3 (c) are referred to herein as the "Lender Cure Rights".
- (d) In addition, during the Suspension Period the Lenders or their Designee will have the right, but not the obligation, to assume this Agreement and all of the Company's rights and obligations hereunder, provided however that, any such assumption of this Agreement shall be subject to the undertaking to cure any breaches of the Company as at the date of an assumption of this Agreement by the Lenders or their Designee. Any breach that is non-curable by nature except a breach of clause 16.2.1 (b) shall be deemed to be cured by virtue of the assumption of this Agreement pursuant to the provisions hereof by the Lenders or their Designee. If CEB has not objected to the proposed Designee within 30 Days of the Lenders' or the Agent's notice of that designation, which notice shall include a reasonably detailed description of the proposed Designee, CEB shall be deemed to have consented to the assumption by the proposed Designee of this Agreement. If the Lenders or their proposed Designee assume this Agreement in accordance with this Section 11.3(d), and all breaches which gave rise to the Preliminary Termination Notice have been cured or deemed to have been cured, the Preliminary Termination Notice shall be revoked, all rights of CEB to terminate this Agreement pursuant thereto shall cease and this Agreement shall continue in full force and effect. The rights of the Lenders under this Section 11.3(d) are referred to herein as the "Lender Step-in Rights". Where the Lenders exercise the Lender Step- in Rights under this clause 11.3(d) the Company shall cease to have any right, title or interest whatsoever under this Agreement.
- (e) Upon the expiry or waiver of the Suspension Period and unless the Parties have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice have ceased to exist, the Party that gave the Preliminary Termination Notice may terminate this Agreement by giving a Termination Notice to the other Party and copied to the Lender or the Agent, as the case may be; provided, however, that if CEB is satisfied that the Lenders are diligently attempting to cure the breach(es) of the Company that gave rise to the Preliminary Termination Notice and demonstrable progress toward affecting such cure is being made, CEB may in its sole discretion grant the Lenders an additional period to effect such cure before CEB gives a Termination Notice. Subject to the rights of the Parties pursuant to Article XIV, this Agreement shall terminate on the date of the Termination Notice.

#### **Section 11.4 Termination Procedures after Loan Period**

- (a) (i) Subject to Section 11.4(a)(ii), after the Loan Period each Preliminary Termination Notice shall be in writing and specify in reasonable detail the grounds for termination. The giving of a Preliminary Termination Notice by either Party shall commence a Suspension Period of 30 Days (or such other period as the Parties may agree in writing): provided, however, that either Party may waive the Suspension Period with regard to a Preliminary Termination Notice given by the other Party. No rescission or termination of this Agreement shall be valid or binding without the expiration of the Suspension Period.
- (ii) In the event CEB gives a Preliminary Termination Notice under Section 11.1 (j) or 11.1 (m), such Preliminary Termination Notice shall constitute a notice of termination of this Agreement and thereupon this Agreement shall terminate.
- (b) Upon the expiry or waiver of the Suspension Period and unless the Parties have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice have ceased to exist, the Party that gave the Preliminary Termination Notice may terminate this Agreement by giving a Termination Notice to the other Party. Subject to the rights of the Parties pursuant to Article XIV, this Agreement shall terminate on the date of the Termination Notice.
- (c) If all breaches which gave rise to the Preliminary Termination Notice have been cured or the circumstances giving rise to such Preliminary Termination Notice have ceased to exist, the Preliminary Termination Notice shall be revoked and all rights to terminate this Agreement pursuant to the Preliminary Termination Notice shall cease to exist within such 30 day period and this Agreement shall continue in full force and effect.

#### **Section 11.5 Suspension of Rights during the Suspension Period**

- (a) Notwithstanding anything to the contrary in this Agreement, all the obligations under this Agreement of the Party issuing the Preliminary Termination Notice, including but not limited to the obligations relating to MGEA, Sri Lanka Force Majeure invoked by either Party or Force Majeure invoked by CEB shall be suspended commencing on the date on which Preliminary Termination Notice is issued, provided however that such Party shall not be excused from any accrued obligations, including payment obligations existing on the date on which the Preliminary Termination Notice is issued.
- (b) Notwithstanding the suspension of obligations pursuant to Section 11.5(a) above, where CEB Dispatches the Facility and the Company delivers electrical energy pursuant thereto, CEB shall pay the Capacity Charge and the Energy Charge for the electrical energy so delivered.
- (c) Where the Preliminary Termination Notice is revoked or where circumstances giving rise to the Preliminary Termination Notice has ceased to exist this Agreement shall continue in full force and effect and pursuant to the provisions of this Agreement, all obligations of the Parties shall resume.

### **Section 11.6 Sole Grounds for Termination**

The provisions of this Article XI shall be the sole and exclusive grounds on which the Parties may terminate this Agreement.

### **Section 11.7 Other Rights and Remedies**

Upon the breach by either Party of any covenant or warranty hereunder, the Party affected by any such default or breach may, in its sole discretion, in addition to exercising any other remedies provided for hereunder, proceed in accordance with Article XIV to protect and enforce its rights, to recover any damages to which it may be entitled (including all costs and expenses reasonably incurred in the exercise of its remedy) or to seek any other appropriate legal or equitable remedy by the other Party of such other Party's obligations under this Agreement, provided that (i) the right of either Party to seek damages is subject to the limitations on damages set forth in this Agreement and (ii) neither Party shall be entitled to terminate this Agreement except as expressly provided for in this Agreement.

### **Section 11.8 Consequences of Termination**

If either Party serves a Termination Notice pursuant to Section 11.3 or Section 11.4 as the case may be, the Tenth Schedule shall apply.

### **Section 11.9 Performance Bond**

Where CEB terminates this Agreement pursuant to Section 11.1 (d), Section 11.1 (e), Section 11.1 (f), Section 11.1 (g) and Section 11.1 (h) above, CEB shall be entitled to pursue its rights under the Performance Bond.

## **ARTICLE XII INSURANCE**

### **Section 12.1 Insurance**

The Company shall ensure that there is in effect insurance as described in the Sixth Schedule and shall provide evidence of such insurance upon request by CEB.

## **ARTICLE XIII** **FORCE MAJEURE**

### **Section 13.1 Force Majeure**

- (a) "Force Majeure" shall mean any event or circumstance or combination of events and circumstances (including the effects thereof) which materially and adversely affects the ability of a party to perform, in whole or in part, any obligation under this Agreement, but only to the extent that such events or circumstances or the effects thereof were beyond such Party's reasonable control and which the Party affected could not have prevented or overcome with reasonable diligence and foresight and using Prudent Utility Practices. Subject to the foregoing, each of the events, matters or things particularised in Section 13.1(a) (i) and Section 13.1(a) (ii) which materially and adversely affects the performance by a Party of its obligations under or pursuant to this Agreement is referred to in this Agreement as "Force Majeure." In addition, each of the events, matters, or things particularised in only Section 13.1(a)(ii) which materially and adversely affects the performance by a Party of its obligations

CEYLON ELECTRICITY BOARD

System Control Branch  
Kent Road, Dematagoda.

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13 MAR 2015  
Ceylon Electricity Board  
A. G. M. (Transmission)

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Tel.: 2685105/6/4

Fax: 2685103/2694041

My Ref: DGM/SYC/TCH/26

29<sup>th</sup> September 2014

Additional General Manager (Transmission)

System Constraints after Termination of ACE Embilipitiya Power Plant (6<sup>th</sup> April 2015)

This is to remind you vital operational issue expected with the termination of ACE Embilipitiya, due to lack of adequate southern generation in the future.

The current day and night peak demand of southern region (Matara, Galle, Doniyaya, Hambanthota, Embilipitiya, Beliatta, Balangoda and Rathnapura GSS) is around 150 MW and 230 MW respectively. The above GSS are connected to the system via New Laxapana – Balangoda 132kV double circuit line having single circuit rating of 400A (Approximately 85 MW). Further fast load growth of the southern region (especially at Hambanthota) is also expected.

ACE Embilipitiya plant which is connected at the Southern region network will be retired on 06<sup>th</sup> April 2015. Subsequently Samanalawewa PS (2x60MW) will be the only generation option available in the southern area. The continuous operation of both machines is not viable due to the characteristics of the weather conditions, irrigation requirements and some other unforeseen factors. Further the urgent maintenance work at the lower guide bearing of Unit No.01 has been already identified and to be released to rectify the same in near future.

According to the load flow studies it is understood that the 132 kV New Laxapana – Balangoda double circuit will be overloaded even at the steady state condition with one machine at the Samanalawewa PS. Further voltage at southern region cannot be maintained within the stipulated limits. Hence southern system will not be stable even under steady state condition if there is only one Samanalawewa machine is available in the absence of ACE Embilipitiya. Manual load shedding (in the range of 30-60 MW during day and night peak) is inevitable to avoid the overloading of above line and maintain the 132kV voltage during both day and night peak.

As per the results of the load flow studies and the past experience it is required to operate Samanalawewa both machines at least 40 MW during the day time and at full load (120 MW) during the night peak to maintain the above conditions in the absence of some other generations in the southern region.

551 ✓


It is expected to commission the Ambalangoda - New Galle 132 kV double circuit 'Zebra' line and the New Galle Substation by end of March 2015. This will partially resolve the voltage and the over loading issue. However the 'N-1' reliability criteria is still violated at the Balangoda - New Laxapana and Pannipitiya - Mathugama 132kV lines in the absence of the adequate generation in Southern region. Hence the tripping of one circuit of above lines will lead to cascade system failure.

In addition to the above mentioned system limitation, there will be overall system stability issue due to lack of Southern generation. At present K. Maniya - Kolonnawa 132 kV double circuit line is loaded even with the ACE Embilipitiya and Laxapana (240 MW) generation. However in the absence or curtailment of any one of the above, this situation becomes worse and creates risk to system stability.

Further it has been scheduled to release both machines of Samanala P.S. with tunnel for tunnel inspection and refurbishment of Penstock Guard Valve for three months starting from mid Dec. 2015. Rehabilitation of Unit No.01 is also scheduled to be completed by end April 2016. Further Unit No.02 is also scheduled to release for rehabilitation from mid Oct 2016 to end Feb. 2017. These rehabilitation should be completed before commissioning of Broadlands PS in 2017. Laxapana pond is also planned to release for construction of coffer dam for Samanala intake refurbishment work from mid Dec. 2015 to Jan. 2016 (for three weeks). Therefore from Dec. 2015 to Feb. 2017 Laxapana generation will be highly curtailed. Further availability of Samanala P.S. is very unpredictable since it depends on weather changes.

Therefore based on above analysis, it is a must to have generation of 80MW to 120MW in Southern part when ACE Embilipitiya is retired in April 2015.

This situation should be informed to the relevant authorities to take early action in this regard.

  
DGM (System Control)  
Deputy General Manager  
(System control Centre)  
C.E.B

Cc: Kent Road, Colombo - 09

✓ GM(CEB) : f.i.pls.  
✓ AGM(Generation) : f.i.pls.  
✓ DGM(EP) : f.i.pls.

My No: DGM(EPT)/IPP/Extensions

AGM(Transmission),

**Extension of power generation by Heladhanavi Ltd., ACE Power Embilipitiya (Pvt) Ltd. and Colombo Power (Pvt) Ltd.**

This has reference to the Committee report on Extension of Power Purchase Agreements of Heladhanavi, ACE Embilipitiya and Colombo Power Plants.

The above said Committee report has been based on the data provided by the Generation Planning branch in May 2014 and views given by the System Control in March 2014.

But, It has been observed that, with the addition of 600MW by the Phase 2 of the Coal Power plant, the dispatch levels of the thermal IPPs have reduced to significantly lower values.

Dispatch levels of the combined cycle power plants AES Kelanitissa (163MW) and West Coast Power (270MW) are very low at present.

Further, the low voltage issues referred by the system control branch at southern region will be solved up to a certain level after commissioning of the Galle-Matara 132kV line (already completed) and Galle-Ambalangoda 132kV line, which is scheduled to be completed in the 1<sup>st</sup> quarter of 2015; probably well before the expiry of the ACE Embilipitiya PPA.

Therefore it is desirable to review this requirement with the new developments taking place in the power system.

In addition to that, the PPA with Colombo Power (Pvt) Ltd. contains a provision for CEB to acquire the facility at a cost of JPY 571,108,200 (Approx: 680 Million LKR) upon the expiry of the PPA. Also, the Committee on Extension of Validity Period of Retired IPPs has recommended CEB to consider this possibility. A copy of the relevant clause of the PPA (16.2) is attached herewith.

Therefore there is a possibility of acquiring the 63MW barge mounted power plant at a low cost and connecting it to the southern part of the grid at Hambanthota port, in order to maintain the network voltage instead of extending ACE Embilipitiya, if necessary.

It is observed that the Extension of Heladhanavi power plant has been recommended by the System control branch based on the merit order dispatch. If the revised dispatch forecast as suggested above, is significantly low, the need to extend the term of the above power plant may not arise.

Therefore it is alternatively recommended to carryout immediate studies as suggested above considering the latest developments, instead of extending the Power Purchase Agreements with these three plants.

The decision in this regard will have a huge financial impact to the CEB.



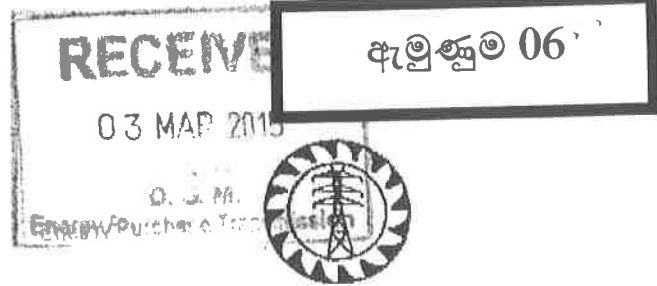
DGM(EPT)

04<sup>th</sup> November 2014

Copy To:

GM, CEB – f.i.n.a.pl.

AGM(Generation) – f.i. n.a.pl.



# CEYLON ELECTRICITY BOARD

System Control Branch  
Kent Road  
Dematagoda.

Tel: 2685105/6/4

Fax: 2685103/2694041

My No : DGMSYC/IPP/13

03<sup>rd</sup> March, 2015

DGM (Energy Purchase)

## Extension of ACE (Embilipitiya) Power Plant

I hereby confirm that the requirement for the extension of above Power Plant is as follows. (as per the existing PPA)

1. Capacity-100MW
2. MCE: 697GWh
3. Period-for five years

*A.C.*  
Deputy General Manager  
(System Control)

Copy to: AGM (Transmission)  
DGIM (Tr. & Gen. Planning)





Tel: 2685105/6/4

Fax: 2685103/2694041

My Ref: DGM/SYC/IPP/12

30<sup>th</sup> March 2015

Additional General Manager (Transmission)

**Subject: Reliability of the Southern System and network Constraints after retirement of ACE Embilipitiya Power Plant (6<sup>th</sup> April 2015)**

This refers to the request made by you at the Reliability group meeting held on 25.03.2015.

Day and Night peak demand of Southern system (Matara, Galle, Deniyaya, Hambanthota, Embilipitiya, Beliatta, Balangoda and Rathnapura GSS) are around 150MW / 95Mvar and 230MW / 85MVar respectively. At present Southern system is fed via New Laxapana – Balangoda 132kV line which has rating of 2 x 400A (Approximately 2 x 85 MW), Samanalawewa(2x 60MW) and ACE Embilipitiya (100 MW) generation.

With the retirement of ACE Embilipitiya after 6<sup>th</sup> April 2015, critical operational issues will be expected due to inadequate generation in Southern system. Delay in Ambalangoda – New Galle line and Availability of Samanalawewa Plant due to hydro storage and/or machine availability (at the moment unidentified fault of Samanalawewa unit 02) also badly affect to this situation.

Impact on Southern System Reliability:

#### Day time

- It is required to operate both Samanalawewa machines (at least 2x 30MW) during day time to maintain the southern voltage within the stipulated limits with the absence of 100 MW /25 MVar from ACE Embilipitiya.
- Further it is to be noted that Samanalawewa single machine is not adequate even with 60MW to supply reactive power requirement.
- In absence of one Samanalawewa machine, manual load shedding (In the range of 15-20 MW) has to be imposed to maintain the southern voltage. This situation will be worst in case of absence of both Samanalawewa machines.

#### Night peak time

- It is required to operate both Samanalawewa machines (at least 2x 50MW) during night peak to avoid the overloading of New Laxapana – Balangoda 132kV line in addition to the above Voltage issue.
- In absence of one Samanalawewa machine, manual load shedding (In the range of 40-50 MW) has to be imposed to maintain the southern voltage and to avoid overloading of above line.

Further it is to be noted that southern system supply will not be reliable under N-1 contingency of New Laxapana – Balangoda 132kV line at any time. In case of tripping of one circuit of this line, it will lead to overload and trip the second circuit as well, causing whole southern system to be dead.

#### Impact on Overall System Reliability

- In addition to the southern supply reliability, absence of ACE Embilipitiya will affect the overall system stability as well.
- Loading of the Kelaniya – Kolonnawa 132kV line will be highly depends on the Samnalawewa, Ace Embilipitiya and Laxapana generation. Usually it is highly loaded even with ACE Embilipitiya, Samanalawewa and Laxapana (maximum) generation during day and night peak hours.
- In absence of ACE Embilipitiya this line will be almost fully loaded. Further it is to be noted that Hydro generation (Laxapana and Samanalawewa) has to be curtailed depending on the bad hydro condition.
- Under such circumstance, this line will be overloaded even under steady state condition. Therefore again manual load shedding has to be imposed to avoid the overloading of above line.

#### Improvement with the Commissioning of Ambalangoda-New Galle-Matara line with New Galle GSS (132kV Substation)

##### Improvement of Southern System Reliability with above arrangement:

- Southern voltage will be improved up to some extent with the connection of New Galle via New Galle- Ambalangoda and New Galle- Matara 132kV lines. This will reduce the dependency of Samanalawewa both machines at least during day time. However, maintaining the N-1 criteria of New Laxapana – Balangoda line will depend on the Samanalawewa generation.

However, according to the present Project progress this will not be commissioned before the retirement of ACE-Embilipitiya.

#### Additional constraints with the connecting of New Galle to Ambalangoda and Matara Gss

- Even with this configuration , in the absence of one Samanalawewa machine N-1 reliability criteria of New Laxapana – Balangoda line will be vialated.
- Further connecting New Galle Gss to Ambalangoda Gss will lead to increase the loading of Pannipitiya – Mathugama and Pannipitiya – Horana double cct 132kV line, violating the N-1 reliability criteria of this line. Any tripping of either Pannipitiya – Mathugama or Pannipitiya – Horana will lead to cascade tripping affecting Southern system and some other substations such as Mathugama, Panadura, Ambalangoda, Horana.

#### Situation of Samanalawewa Unit 02





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மின்வலு சக்தி அமைச்சு

MINISTRY OF POWER & ENERGY

72, ආනන්ද කුමාරස්වාමි මාවත, කොළඹ 07.  
72, ஆனந்தகுமாரசுவாமி மாவத்தை, கொழும்பு 07.  
72, Ananda Coomaraswamy Mw, Colombo 07.

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P.O. Box }

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Your Ref. No. }

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Date }

10.04.2015

**URGENT**

General Manager  
Ceylon Electricity Board

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(පු.)  
  
15 APR 2015  
  
Ceylon  
A.C.M.

100 MW Ace Power Embilipitiya (Pvt.) Limited Power Plant at Embilipitiya

This has reference to your letter no. GM/278 dated 07.04.2015 on the above subject.

It is necessary to follow the formal Government procurement procedure for this procurement. Therefore please send me nominations for a Technical Evaluation Committee/Project Committee in order to request the Treasury to appoint the same.

*[Signature]*  
K.L.R.C. Wijayasinghe  
Director (P&E)

Sgd. B.M.S. Batagoda  
Secretary  
Ministry of Power & Energy

CC: Senior Assistant Secretary (Tenders), M/P&E –  
Chairman, CEB  
AGM (Corporate Strategy), CEB  
AGM (Transmission), CEB

Copy of the letter no. GM/278  
dated 07.04.2015 is annexed.

URGENT

AGM (in)

for immediate action \* please

*[Handwritten notes and signatures]*

Let's recommend appoint  
the following  
1. AGM (Gen)  
2. DGM (TEP)  
3. Dem (S&C)  
4. AFM (EP)  
5. *[Signature]*

*[Handwritten notes and signatures]*

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MINISTER OF POWER & ENERGY } 2574883  
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தின்வலு சக்தி }  
பிரதி அமைச்சர் }  
Deputy Minister of }  
Power & Energy } 2698191  
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அதிகார }  
Secretary } 2574918  
2574744 } 2574922

ෆැක්ස් } 2574880  
பெக்ஸ் } 2574743  
FAX } 2574741

Office of the DGM Energy Purchases  
Transmission Division  
6<sup>th</sup> Floor, Ceylon Electricity Board  
P.O. Box 549, Colombo 02

O/C

Date: April 23, 2015

My Ref: DGM (LPT)/IPP/Extensions

Additional General Manager (Transmission),

Extension of Power Generation by Heladanavi Ltd, ACE Power Embilipitiya (Pvt) Ltd and Colombo Power (Pvt) Ltd.

This has reference to my letter dated 04<sup>th</sup> November 2014 on the above subject and DGM (System Control)'s report on Southern Network Condition dated 09<sup>th</sup> April 2015. Both copies are attached herewith for your easy reference please.

I would like to draw your attention that the acquiring of Barge Mounted Power Plant by CEB is in progress as mentioned.

Extension of Heladanavi Plant may not arise due to the location of the Plant and revised dispatch forecast which is significantly low.

It is recommended to reinvestigate the studies of relocating of the Barge Mounted Power Plant at Hambanthota port and extension of ACE Embilipitiya Power Plant considering following events and facts.

1. Actual behavior of Southern Network once Ambalangoda - Galle 132kV line and new Galle GSS are completed (within next two weeks).
2. Availability and reliability of Samanalawewa and Kukule Ganga Hydro Power Plants during the past period.
3. Expedite Badulla - Uma Oya 132kV line which is already committed and construction of new 132kV line from Uma Oya to Embilipitiya GSS or proposed Sooriyawewa GSS (35km Approx.) which can be constructed in a very easy terrain.

By implementing above proposals Southern Network can be improved and maintained up to the standard without extending ACE Embilipitiya oil fired generation and decision in this regard will have a huge financial impact to the CEB and there are other various benefits also.

  
Deputy General Manager  
(Energy Purchases)  
Transmission Division

EE(EP)/  
EE(CEP)/  
PI note f/c  
YLP  
2015/04/24

Copy : GM(CEB)

f.i. & n.a. please.



විසින් අවධාරණය කර සිටියේ, රටේ ආර්ථිකයටද මෙයින් අයහපත් ප්‍රතිඵල ඇති කරන හෙයින් විදුලි බලය බිඳවැටීම සම්බන්ධයෙන් තීරණ විසඳුමක් තිබීම අවශ්‍ය බවයි. මේ සම්බන්ධයෙන් තවත් කරුණු පැහැදිලි කරමින්, විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා කියා සිටියේ, අමාත්‍යාංශ මට්ටමින් මේ වන විටත් පරීක්ෂණ ආරම්භ කර ඇති බවත්, ඉන් හෙළිදරව් වන කරුණු පිළිබඳව අමාත්‍ය මණ්ඩලය වෙත ඉතා ඉක්මණින් වාර්තා කරනු ලබන බවයි. මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, පහත සඳහන් පරිදි තීරණය කරන ලදී:

- (i) අතිගරු ජනාධිපතිතුමා විසින් පත් කරන ලද ඉහත සඳහන් අමාත්‍ය කමිටුවේ සාමාජිකයකු වශයෙන් ඛනිජ තෙල් සම්පත් සංවර්ධන අමාත්‍ය, ගරු වන්දිම වීරක්කොඩි මැතිතුමා ඇතුළත් කිරීම; සහ
- (ii) අමාත්‍ය කමිටුවේ වාර්තාව සහ විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ පරීක්ෂණ වාර්තාව ලැබීමෙන් අනතුරුව, මෙම කරුණු පිළිබඳ තවදුරටත් සාකච්ඡා කිරීම සහ ඒ පිළිබඳ තීරණය කිරීම.

**ක්‍රියා කළ යුතු:** විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය - ගරු ඇමතිතුමාගේ අවධානයට යොමු කිරීම පිණිස. ඛනිජ තෙල් සම්පත් සංවර්ධන අමාත්‍යාංශය - ගරු ඇමතිතුමාගේ අවධානයට යොමු කිරීම පිණිස.

**පිටපත්:** ජනාධිපති ලේකම්  
අග්‍රාමාත්‍ය ලේකම්  
ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය  
මුදල් අමාත්‍යාංශය

**(E) Any Other Business:**

39. **Recent electricity outage experienced throughout the country -** Cabinet discussed the electricity outage experienced throughout the country for several hours a few days ago, and the consequent power cuts imposed by the Ceylon Electricity Board to overcome the situation, causing severe hardships to the general public. H.E. the President informed the Cabinet that he has taken action to appoint a Ministerial Committee headed by Hon. Ranjith Siyambalapitiya, Minister of Power and Renewable Energy, to examine in detail the causes for the disruption of power supply throughout the country, the personnel / officers if any, responsible for same and recommend measures to be adopted to avoid recurrence of such incidents in future. At the ensued discussion, Hon. Prime Minister stressed the need to have a sustainable solution to the disruption of electricity since it adversely affects the economy of the country as well. Clarifying matters further in this regard, the Minister of Power and Renewable Energy stated that investigations have also been commenced at Ministry level and that the findings will be reported to the Cabinet very early. After discussion, it was decided -

- (i) to include Hon. Chandima Weerakkody, Minister of Petroleum Resources Development, as a Member of the above Ministerial Committee appointed by H.E. the President; and
- (ii) that, this matter be further discussed and decided upon, on receipt of the Report of the Ministerial Committee and the Report of the Ministry of Power and Renewable Energy.

Action by: **My/Power and Renewable Energy** - to be brought to the notice of the Hon. Minister.

**My/Petroleum Resources Development** - to be brought to the notice of the Hon. Minister.

Copied to: **Secretary to the President**  
**Secretary to the Prime Minister**  
**My/National Policies and Economic Affairs**  
**My/Finance**



රාජ්‍ය සේවා

# විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය

## අමාත්‍ය මණ්ඩල සංදේශය

හදිසි විදුලි බල වැටීමකදී ශ්‍රී ලංකාව තුළ අඛණ්ඩ විදුලි සැපයුමක් පවත්වා ගැනීම සඳහා  
අතිරේක විදුලිබල සංවිනයක් පවත්වා ගැනීම

1. පසුබිම

1.1 ශ්‍රී ලංකාවේ දැනට ස්ථාපිත සමස්ත විදුලි ධාරිතාව ආසන්න වශයෙන් මෙගා වොට් (මෙ.වො.) 3,932කි. එයින් මෙ.වො. 1,356ක් ජල විදුලි බලාගාර සහ මෙ.වො. 1,444ක් තාප විදුලි බලාගාර වශයෙන් මෙ.වො. 2,800ක ධාරිතාවකින් යුත් විදුලි බලාගාර ලංකා විදුලිබල මණ්ඩලය සතු වන අතර, මෙ.වො. 1,132ක පමණ ධාරිතාවකින් යුත් විදුලි බලාගාර පෞද්ගලික අංශයට අයත් වේ.

සමස්ත විදුලිබල ජනන සංයුතිය පහත වගුවේ දක්වා ඇත.

වර්ගය	ධාරිතාව මෙගා වොට්	අයිතිය
විශාල ප්‍රමාණයේ ජල විදුලි බලාගාර	1,357	ලංකා විදුලිබල මණ්ඩලය
තාප බලාගාර - ඉන්ධන	544	
තාප බලාගාර - ගල් අඟුරු	900	
කුඩා පරිමාණ ජල විදුලි බලාගාර	437	පෞද්ගලික සමාගම්
තාප බලාගාර - ඉන්ධන	574	
සුළං විදුලි බලාගාර	120	
එකතුව	3,932	

මෙම වර්ෂයේ මේ වන විට වාර්තා වී ඇති උපරිම විදුලි ධාරිතා ඉල්ලුම මෙ.වො. 2,374ක් වේ.

1.2 දැනට පවත්නා ජනන සංයුතියට අනුව සමස්ත විදුලි නිෂ්පාදන ධාරිතාවෙන් 22%ක් පමණ නොරොච්චෝල ලක්විජය ගල් අඟුරු බලාගාරයෙන් ලැබෙන අතර සමස්ත දෛනික විදුලි ඉල්ලුමෙන් 40%කට වැඩි ප්‍රමාණයක් ලබාගන්නේ නොරොච්චෝල බලාගාරයෙනි.

1.3 එමෙන්ම දැනට ලංකා විදුලිබල මණ්ඩලය සතුව ඇති සමස්ත ජනන ධාරිතාව, දෛනික උපරිම ඉල්ලුමට වඩා 65%ක් පමණ වේ. දැනට විදුලි පද්ධතියේ නඩත්තු කටයුතු සහ විවිධ විදුලි ජනන සීමාවන් හේතුවෙන් මෙම 65%ද ස්ථිරසාර විදුලි සැපයුමක් ලබා දීම සඳහා ප්‍රමාණවත් නොවේ.

1.4 විශේෂයෙන් පසුගිය දිනවල සිදු වූ විදුලි බිඳවැටීම් වැනි අවස්ථාවලදී රටේ ප්‍රධාන විදුලි බලාගාරය වන නොරොච්චෝල බලාගාරය නැවත පණගැන්වීම සඳහා දින 3ක් / 4ක් ගතවන බැවින් එවැනි අවස්ථාවක අඛණ්ඩව විදුලි සැපයුමක් ලබා දීම සඳහා අතිරේක විදුලිබල ධාරිතාවක් පවත්වා ගැනීම අත්‍යවශ්‍ය බව පෙනී ගොස් ඇත. එමෙන්ම ඉදිරියේදී දැනට පවත්වාගෙන යන 65%ක් පමණ වන

5-5-b

අතිරේක (Buffer) විදුලි ධාරිතාව 100%ට වඩා වැඩි මට්ටමක පවත්වා ගැනීම සුදුසු බව පෙනී ඇත.

2. විස්තරය

2.1 පසුගිය කාලයේ ලංකා විදුලිබල මණ්ඩලය පෞද්ගලික සමාගම් වලින් දිගු කාලීන ගිවිසුම් සටහන්වී ඇති බැවින් මෙම විදුලි බලාගාර කිහිපයක් දැනටත් ශ්‍රී ලංකාවේ විවිධ ස්ථානවල ඇත. මෙම විදුලි බලාගාර සමග ඇති කරගත් විදුලි මිලදී ගැනීමේ ගිවිසුම් කාලය මේ වන විට අවසන්ව ඇති බැවින් මෙම බලාගාර තවමත් භාවිතා කළ හැකි මට්ටමේම ඇත.

මෙසේ ගිවිසුම් කාලය ඉකුත් වුවද භාවිතා කළ හැකි මට්ටමේ පවතින විදුලි බලාගාරවල ලෙඛන පහත වගුවේ දක්වා ඇත.

	සමාගමේ නම	ධාරිතාව මෙහා වොට්	ගිවිසුම කල් ඉකුත් වූ දිනය
01.	සීමාසහිත හෙලදනවි සමාගම (පුත්තලම)	100	2015.12.08
02.	සීමාසහිත ACE Power සමාගම (ඇඹිලිපිටිය)	100	2015.04.06
03.	සීමාසහිත ACE Power Generation සමාගම (මාතර)	25	2012.03.26

මෙම විදුලි බලාගාර තුන දැනටමත් විදුලි නිෂ්පාදන මට්ටමේ ඇති බැවින් එම බලාගාර ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගෙන අතිරේක විදුලි ජනන ධාරිතාවක් වශයෙන් හදිසි අවස්ථාවකදී යොදා ගැනීම සුදුසු යැයි නිර්දේශ කරමි.

2.2 මෙම විදුලිබලාගාර තුනට අදාළ විදුලි මිලදී ගැනීමේ ගිවිසුම්වල (Power Purchase Agreement) කාලය දීර්ඝ කරන ලෙස මීට පෙර ඉල්ලා ඇති නමුත් රජය දැනට තිබෙන පෞද්ගලික විදුලි මිල ගැනීමේ ගිවිසුම් දීර්ඝ නොකිරීමට ප්‍රතිපත්තිමය තීරණයක් ගෙන තිබූ බැවින් එම ගිවිසුම් කාලය කර නැත. මෙයට එක් හේතුවක් වන්නේ පසුගිය කාලය තුළ විදුලිබල මණ්ඩලය පෞද්ගලික අංශය සමග විදුලි මිලදී ගැනීමට ගිවිස ගෙන තිබූ මිල ඉතාමත් ඉහළ බවත් ඒ නිසා විදුලි නිෂ්පාදන වියදම් ඉහළ ගොස් තිබෙන බවත් පවසමින් විවිධ පාර්ශ්ව වලින් ලංකා විදුලිබල මණ්ඩලයට චෝදනා එල්ල වී තිබූ බැවිනි.

මේ නිසා මෙම බලාගාර තුන ලංකා විදුලිබල මණ්ඩලය විසින් මිලදී ගෙන පවත්වා ගැනීම විදුලි මිල ගැනීම ගිවිසුම් දීර්ඝ කිරීමට වඩා සුදුසු යැයි නිර්දේශ කරමි. විශේෂයෙන් මෙම බලාගාර හදිසි අවස්ථාවලදී අධික විදුලි සැපයුමක් සහතික කිරීම සඳහා දින කිහිපයක් වැනි කෙටි කාලයක් පමණක් භාවිතා කිරීමට සැලසුම් කර ඇත.

2.3 මෙම විදුලි බලාගාර හිමි සමාගම් තුන සමග දැනටමත් අමාත්‍යාංශය සාකච්ඡා කර ඇති අතර, ඔවුන් මෙම බලාගාර ලංකා විදුලිබල මණ්ඩලයට කිසියම් එකඟ වූ මිලකට විකිණීමට කැමැත්ත ප්‍රකාශ කර ඇත. ඉහත සඳහන් සී/ස හෙලදනවි සමාගම, ලංකා විදුලිබල මණ්ඩලයට බහුතර කොටස් හිමි එල්ටීඑල් හෝල්ඩින්ග්ස් පුද්. සමාගමට (LTL Holdings (Pvt. Ltd) අයත් පාලිත සමාගමක් බැවින් එම බලාගාරය මිලදී ගැනීමට ලංකා විදුලිබල මණ්ඩලයට දැන්විය යුතුය. උක්ත බලාගාර තුන මිල

ගැනීමෙන් රට තුළ මෙ.වො. 225ක පමණ අමතර විදුලි ධාරිතාවක් එකතු කර ගත හැකිය. මෙමගින් රටේ විදුලි සුරක්ෂිතතාව තහවුරු කර ගත හැකිය.

3. යෝජනා

ඉහත සඳහන් පරිදි රට තුළ විදුලි සැපයුම අර්බුදාත්මකව පවත්වා ගැනීම සඳහා පහත යෝජනා අමාත්‍ය මණ්ඩලයේ සලකා බැලීම සඳහා ඉදිරිපත් කරමි.

3.1 ජාතික විදුලි සැපයුම ස්ථාවර කිරීම සඳහා අවශ්‍ය අතිරේක විදුලි ජනන ධාරිතාවක් පවත්වා ගැනීම සඳහා කඩිනම් පියවරක් වශයෙන් දැනට ගිවිසුම් කාලය අවසන් වී ඇති පහත සඳහන් විදුලි බලාගාර තුන ලංකා විදුලිබල මණ්ඩලය මගින් මිලදී ගෙන හදිසි අවස්ථාවකදී භාවිතය සඳහා අවශ්‍ය අතිරේක විදුලි බලාගාර වශයෙන් පවත්වා ගැනීම.

- i. සීමාසහිත හෙලදනවි සමාගමට අයත් පුත්තලම පිහිටි මෙ.වො. 100 ක ධාරිතාවයෙන් යුත් බලාගාරය.
- ii. සීමාසහිත ACE Power සමාගමට අයත් ඇඹිලිපිටිය පිහිටි මෙ.වො. 100 ක ධාරිතාවයෙන් යුත් බලාගාරය.
- iii. සීමාසහිත ACE Power Generation සමාගමට අයත් මාතර පිහිටි මෙ.වො. 25 ක ධාරිතාවයකින් යුත් බලාගාරය.

3.2 මෙම විදුලි බලාගාර මිල දී ගැනීම පිළිබඳව අදාළ පාර්ශ්වයන් සමග සාකච්ඡා කර අමාත්‍ය මණ්ඩල නිර්දේශ ඉදිරිපත් කිරීම සඳහා තාක්ෂණික ඇගයීම් කමිටුවක් (Technical Evaluation Committee) හා අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සමමුති කමිටුවක් (Cabinet Appointed Negotiation Committee) පත් කිරීම සඳහා රාජ්‍ය මූල්‍ය දෙපාර්තමේන්තුවට නියෝග කිරීම.

අනුමැතිය

ඉහත 3.1 සහ 3.2 ඡේදවල සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය අපේක්ෂා කරමි.

රංජිත් සියලාපිටිය  
විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍ය

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය  
අංක 72, ආනන්ද කුමාරස්වාමි මාවත  
කොළඹ 07

2016 මාර්තු මස 13 දින



ඒ අනුව, පහත සඳහන් පරිදි තීරණය කරන ලදී:

- (අ) සංදේශයේ 3 වන ඡේදයේ 3.1 සහ 3.2 යෝජනා පිළිබඳව ඉදිරි කටයුතු කිරීමට අනුමැතිය ලබා දීම; සහ
- (ආ) ඉහත සඳහන් සමාගම් සමඟ සාකච්ඡා කටයුතු සිදු කිරීමේදී සැලකිල්ලට ගැනීම පිණිස ඉහත (ii) හි සඳහන් නිරීක්ෂණ, තාක්ෂණික ඇගයීම් කමිටුවේ සහ අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා සම්මුති කමිටුවේ අවධානය පිණිස යොමු කරන ලෙස විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්ට නියම කිරීම.

තවද, මෙම තීරණය සම්මත කරනු ලැබූ සේ සැලකීමටත්, ඒ අනුව අවශ්‍ය කටයුතු සඳහා අදාළ බලධාරීන් වෙත මෙම තීරණය දන්වා යැවීම සඳහා අමාත්‍ය මණ්ඩලයේ ලේකම්ට බලය පැවරීමටත් තීරණය කරන ලදී.

**ක්‍රියා කළ යුතු:** විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය

- පිටපත්: ජනාධිපති ලේකම් - සංදේශයේ පිටපතක් යා කොට ඇත.
- අග්‍රාමාත්‍ය ලේකම් - සංදේශයේ පිටපතක් යා කොට ඇත.
- ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සංදේශයේ පිටපතක් යා කොට ඇත.
- මුදල් අමාත්‍යාංශය - සංදේශයේ පිටපතක් යා කොට ඇත.
- මහානගර හා බස්නාහිර සංවර්ධන අමාත්‍යාංශය - ගරු ඇමතිතුමාගේ අවධානයට යොමු කිරීම පිණිස - සංදේශයේ පිටපතක් යා කොට ඇත.

**(C) Supplementary Agenda Items:**

42. Cabinet Paper No.16/0519/727/012, a Memorandum dated 2016-03-18 by the Minister of Power and Renewable Energy on **"Maintaining an Additional Power Pool to maintain a steady power supply in Sri Lanka in an emergency power failure"** - after discussion, Cabinet observed -

- (i) the necessity to maintain an additional power capacity to provide an uninterrupted power supply in the country; and
- (ii) that, the Ceylon Electricity Board (CEB) had already made payments in the form of a 'Capacity Charge' to the three (03) companies referred to in paragraph 3.1 of the Memorandum, during the period CEB obtained additional power from the said companies, that may be sufficient to cover the capital investment made by them.

Accordingly, it was decided -

- (a) to grant approval to proceed with the proposals 3.1 and 3.2 in paragraph 3 of the Memorandum; and
- (b) to direct the Secretary, Ministry of Power and Renewable Energy, to bring to the notice of the Technical Evaluation Committee (TEC) and the Cabinet Appointed Negotiating Committee (CANC), of the observations referred to at (ii) above, to be taken into consideration at their deliberations with the said companies.

It was also decided to treat this decision as confirmed and to authorize the Secretary to the Cabinet of Ministers to convey the same to the relevant authorities for necessary action accordingly.

- 2 -

Action by: **My/Power and Renewable Energy**

Copied to: **Secretary to the President** - copy of Memorandum annexed.

**Secretary to the Prime Minister** - copy of Memorandum annexed.

**My/National Policies and Economic Affairs** - copy of Memorandum annexed.

**My/Finance** - copy of Memorandum annexed.

**My/Megapolis and Western Development** - to be brought to the notice of the Hon. Minister - copy of Memorandum annexed.



**විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය**  
**අමාත්‍ය මණ්ඩල සංදේශය**

ඉදිරියේදී ඇති විය හැකි නිෂං කාලගුණයට මුහුණ දීම සඳහා හදිසි අවස්ථා විදුලි බල ධාරිතාවක්  
**(Emergency Power) පවත්වා ගැනීම**

2015 13

**1. පසුබිම**

දැනට පවතින දැඩි වියළි කාලගුණය ඉදිරි මාස තුන තුළ ද ක්‍රියාත්මක විය හැකි බව කාලගුණ විද්‍යා දෙපාර්තමේන්තුව පුරෝකථනය කර ඇත. මේ නිසා ශ්‍රී ලංකාවේ විශාල ජල විදුලි බලාගාර මගින් නිෂ්පාදනය කරන මෙ.වො. 1,357ක සහ කුඩා පරිමාණ ජල විදුලි බලාගාර මගින් නිෂ්පාදනය කරන මෙ.වො. 437ක ධාරිතාවක විදුලි ජනනය දැඩි ලෙස සීමා විය හැක. මෙම ජල විදුලි බලාගාර මගින් උපදවන මෙ.වො. 1,794, ශ්‍රී ලංකාවේ සමස්ත විදුලි ජනන ධාරිතාව වන මෙ.වො. 3,932ත් 45%ක් පමණ වේ. මේ නිසා ජල විදුලි බලාගාරවල විදුලි උත්පාදනය අඩු වුවහොත් නැවත වර්ෂාව ලැබෙන තෙක් මාස 02 - 03ක කාලයකට හදිසි විදුලි ජනන ප්‍රමාණයක් සපයා ගත යුතුය.

කාලගුණ විද්‍යා දෙපාර්තමේන්තුව නිකුත් කර ඇති ඉදිරි මාස සඳහා (මාර්තු, අප්‍රේල් හා මැයි) සඳහා සාමාන්‍ය වර්ෂාපතන වාර්තාව ඇමුණුම 01 ලෙස දක්වා ඇත. මෙම වාර්තාව අනුව සාමාන්‍ය ප්‍රමාණයට වඩා අඩු වර්ෂාපතනයක් ලැබීමට සම්භාවිතාවක් ඇති බව දක්වා ඇත. ඒ අනුව අඩු වර්ෂාපතන තත්වයක් සඳහා මුහුණ දීමට කෙටි කාලීන විදුලි ජනන සැලැස්මක් සකස් කර ගත යුතු වේ.

දැනට ජල විදුලි බලාගාර ආශ්‍රිත ජලාශ්‍රවල ඉතිරි වී ඇති ජල ධාරිතාව ප්‍රතිශතයක් ලෙස පහත දක්වා ඇත.

	ජලාශය	ඉතිරි වී ඇති ජල ධාරිතාව %
01.	කාසල්ලි	22.8
02.	මාලස්සාකැලේ	36.4
03.	කොත්මලේ	24.7
04.	වික්ටෝරියා	50.3
05.	රන්දෙණිගල	91.6
06.	සමනලවැව	26.9

8.5.8



මේ අනුව දැනටමත් ජලාශවල ජල ධාරිතාව පහළ මට්ටමක පවතී. ඉදිරියේදී මෙම තත්වය තවත් උග්‍ර විය හැකිය. දැනට රත්දේණිගල ජලාශයේ 91.6%ක ධාරිතාවක් තිබුණද, එම ජල ප්‍රමාණය රඳවාගෙන ඇත්තේ යල කන්තයේ කෘෂිකාර්මික කටයුතු සඳහා නිදහස් කිරීමටය.

2. විස්තරය

මේ නිසා ඉදිරි නියං කාලයට මුහුණ දීම සඳහා මකවිකාලයක් තුළදී හදිසි අවස්ථා විදුලිබල ධාරිතාවයක් කඩිනමින් මිලදී ගත යුතුය.

එමෙන්ම පසු ගිය දින වල ඇතිවූ පූර්ණ විදුලි බිඳ වැටීම වලදී නිරීක්ෂණය වූ කරුණක් වූයේ ප්‍රාදේශීය විදුලි බල ජනන සීමාවන් හේතුවෙන් සම්ප්‍රේෂණ පද්ධතියේ අසමතුලිත තාවයක් පවතින බවය. මෙම අසමතුලිත තාවය මග හරවා ගැනීමට සම්ප්‍රේෂණ පද්ධතිය වැඩි දියුණු කිරීම සඳහා ව්‍යාපෘති ගණනාවක යෝජනා වී ඇති අතර, ඉන් සමහරක් මේ වන විටත් ඉදිකිරීම් තත්වයේ පවතී. කෙසේ නමුත් විශ්වසනීයත්වයෙන් යුතු සම්ප්‍රේෂණ පද්ධතියක් ඇති වීමට නමි-එම යෝජිත සියලුම වැඩි දියුණු කිරීම් සම්පූර්ණ විය යුතු අතර, ඒ සඳහා අවුරුදු 4-5ක පමණ කාලයක් ගතවේ.

දිගු කාලීන විදුලි ජනන සැලසුම අනුව ඉදිකිරීමට නියමිත සාම්පූර්ණ සහ ක්‍රියාණාමලය ගල් අගුරු ව්‍යාපෘති ඉදිකිරීමෙන් පසුව ඉදිරියේදී ස්වභාවික වායු මගින් විදුලි ජනනය කිරීම ප්‍රතිපත්තිය වශයෙන් මේ වන විටත් රජය පිළිගෙන ඇත. තාක්ෂණික වශයෙන් දැනට අදහස් කර ඇත්තේ ගල් අගුරු බලාගාර වලට ආවේණික පද්ධතියේ අසමතුලිතතාවයට බලපාන යම් යම් තාක්ෂණික දුර්වලතා ස්වාභාවික වායු බලාගාර වල නොමැති බැවින් එවන් බලාගාර ඉදිකිරීමට ප්‍රමුඛත්වය දීම මගින් සම්ප්‍රේෂණ පද්ධතියේ සමතුලිතතාවය වර්ධනය කිරීම ද කඩිනම් කළ හැකි බවයි. ස්වභාවික වායු සැපයීම පිළිබඳව මේ වන විටත් කවාර් රජය රාජ්‍ය තාන්ත්‍රික මට්ටමින් ශ්‍රී ලංකා රජයට යෝජනා ඉදිරිපත් කර ඇති අතර, මේ පිළිබඳ දැනටමත් අමාත්‍ය මණ්ඩලය දැනුවත් කර ඇත. ඒ අනුව ස්වභාවික වායු මගින් ක්‍රියාකරන විදුලි බලාගාර එකක් හෝ කිහිපයක් කඩිනමින් ස්ථාපනය කිරීම සඳහා පියවර ගැනීම ඉතා යෝග්‍ය වේ.

ස්වාභාවික වායු ආනයනය කිරීම සඳහා අවශ්‍ය යටිතල පහසුකම් ලෙස FSRU (පාවෙන උච්ඛාන වායු ගබඩා සහ නැවක ගැස් බවට හැරවීමේ ඒකකය) ලබාගැනීම වඩාත්ම ඉක්මන් ක්‍රමය වන අතර, ඒ පිළිබඳ අවධානය යොමු කිරීම යෝග්‍ය වේ. එසේ FSRU ඒකකයක් ලබාගත හැකි අවම කාලය සලකා බලා සාධාරණ කාලයක් තුළදී එවැනි ඒකකයක් ලබාගත හැකි නම් ඒ හා සමගාමීව ඉතා අඩු කාලයක් තුළ ප්‍රසම්පාදනය කළ හැකි ස්වභාවික උව වායු බලාගාරයක් ලබාගැනීම හෝ FSRU ඒකකයක් ලබාගැනීමට යම් කාලයක් ගත වේ නම් ද්විත්ව ඉන්ධන බලාගාරයක් එනම් දැව්තෙල් සහ ස්වභාවික උව වායු යන ඉන්ධන දෙවර්ගයෙන්ම ක්‍රියාත්මක කළ හැකි බලාගාරයක් ඉදිකිරීම සුදුසුය. දැනට පවතින ඉන්ධන වල අඩු මිල ගණන් හේතුවෙන් මූලදී දැව් තෙල් මගින් ක්‍රියාකිරීම හේතුවෙන් ආර්ථිකමය ලෙස අවාසි සහගත තත්වයක් පැන නොනගී. ඉතා අවම කාලයකින් බලාගාරය ස්ථාපනය කිරීම සඳහා සුදුසු තාක්ෂණය තීරණය කිරීම යෝග්‍ය වේ.

3. යෝජනා

ඉහත සඳහන් කරුණු අනුව පෙනී යන්නේ ඉදිරියේදී ඇතිවිය හැකි නියං කාලගුණය සඳහා හදිසි අවස්ථා වීදුලිය මිලදී ගැනීම සිදුකිරීමට අමතරව කෙටිකාලීන සහ මධ්‍යකාලීන වශයෙන් වීදුලි සම්ප්‍රේෂණ පද්ධතියේ ස්ථායීතාවය ඇති කිරීම සඳහා කඩිනමින් පියවර කිහිපයක් ගත යුතු බවය. ඒ සඳහා පහත සඳහන් යෝජනා අමාත්‍ය මණ්ඩලයේ සලකා බැලීම සඳහා ඉදිරිපත් කරමි.

3.1 ඉදිරි සති 3 - 4 ඇතුළත ඇතිවිය හැකි වීදුලි හිඟය මඟහරවා ගැනීම සඳහා මෙ.වෙ. 100 ක පමණ හදිසි වීදුලි ජනන ප්‍රමාණයක් (Emergency Power) දින හතක පමණ කෙටි කාලයක් තුළ ලංසු ඉදිරිපත් කිරීමට සැපයුම් කරුවන්ට අවස්ථාව ලබා දී සති 02 - 03 ක් ඇතුළත ස්ථායීතා කිරීමේ කොන්දේසියට යටත්ව ක්ෂණික මිලදී ගැනීමක් වශයෙන් මිලදී ගැනීම.


3.2 දැනට සම්ප්‍රේෂණ පද්ධතියේ ඇතිවී තිබෙන ස්ථායීතාවය පිළිබඳ ගැටළුව කාක්ෂණික වශයෙන් විසඳීමට අවුරුදු 05 ක පමණ කාලයක් ගත විය හැකි බැවින් එතෙක් පද්ධතියේ සම්තුලිතතාවය පත්වා ගැනීම සඳහා මෙ.වෙ. 150-200 ධාරිතාවයේ ද්‍රවීකෘත ස්වභාවික වායු / දැව් තෙල් බලාගාරයක් පද්ධතියට එක් කර ගැනීම යෝග්‍ය බැවින් කාක්ෂණික වශයෙන් අඩුම කාලයකින් ලබාගත හැකි බන්තලක සවි කල බලාගාරයක් හම්බන්තොට වරායේ හෝ ගාලු වරායේ වසර 05 ක කාලයක් සඳහා ක්‍රියාත්මක කිරීමේ ගිවිසුමට යටත්ව පෞද්ගලික අංශයෙන් ජාත්‍යන්තර ලංසු කැඳවීම මගින් ස්ථාපනය කිරීම.

3.3 කෙරවලපිටිය හෝ කොළඹ ආශ්‍රිතව සුදුසු ස්ථානයක සුදුසු ද්‍රවීකෘත වායු යටිතල පහසුකම ඇති කර එමගින් දැනට ඩීසල් මගින් ක්‍රියාත්මක කෙරවලපිටිය, කැළණිතිස්ස සහ AES බලාගාර ස්වභාවික ද්‍රව වායු (LNG) මගින් ක්‍රියාත්මක කිරීම සහ ඊට සමගාමීව කඩිනම අධ්‍යයනයකින් පසු සුදුසු ධාරිතාවයෙන් යුත් LNG බලාගාරයක් ස්ථාපනය කිරීම.

3.4 ඉහත සඳහන් මිලදී ගැනීම සඳහා අමාත්‍ය මණ්ඩලය විසින් පැකි කල ප්‍රසම්පාදන කමිටුවක් සහ කාක්ෂණ ඇගයීම් කමිටුවක් පත් කිරීම සඳහා රාජ්‍ය මූල්‍ය දෙපාර්තමේන්තුවට නියෝග කිරීම.

4. අනුමැතිය

ඉහත 3.1, 3.2, 3.3 හා 3.4 හි සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කරමි.

  
රංජිත් සියඹලාපිටිය (පා.ම)  
වීදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍ය  
2016.03.22 දින



**Probabilistic Forecast for MAM season 2016 using Climate Predictability tool (CPT)**

The probabilistic rainfall forecast for MAM 2016 for Sri Lanka by downscaling CFSy2 SST using CPT is given below.

The district wise average rainfall is given in the column 2 of the table 1. Chance (probability) of receiving below/about/above average is given in the columns 3, 4, and 5 respectively in the table 1. All the districts have more chance (higher probability) of receiving below average rainfall during the MAM season 2016 (Table 1).

Table 1

District	Average rainfall (mm) - (MAM)	Probability %		
		Below	Normal	Above
Colombo	864.4	45	30	25
Kalutara	1102.7	45	30	25
Galle	939.2	45	30	25
Matara	695.9	45	30	25
Hambantota	279.8	45	30	25
Ampara	245.3	50	25	25
Batticaloa	201.5	50	25	25
Trincomalee	177.0	50	25	25
Mullaithivu	178.7	45	30	25
Jaffna	107.0	45	30	25
Killinochchi	142.5	45	30	25
Mannar	205.2	45	30	25
Puttalam	338.9	45	30	25
Gampaha	739.8	45	30	25
Kegalle	967.9	50	25	25
Ratnapura	880.9	50	25	25
Monaragala	372.7	45	30	25
Badulla	463.1	45	30	25
Pollonnaruwa	265.1	50	25	25
Vavuniya	226.2	50	25	25
Anuradapura	264.0	50	25	25
Kurunegala	443.1	50	25	25
Nuwara Eliya	638.1	50	25	25
Kandy	507.7	50	25	25
Matale	374.4	45	30	25



Director General of Meteorology  
 383, Bandula Mawatha,  
 Colombo 07.

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අමාත්‍ය මණ්ඩල කාර්යාලය  
அமைச்சரவை அலுவலகம்  
OFFICE OF THE CABINET OF MINISTERS

CABINET DECISION      අමාත්‍ය මණ්ඩල තීරණය      அமைச்சரவைத் தீர்மானம்

පිටපත් : ජනාධිපති ලේකම්.      මගේ අංකය: අමප/16/0530/727/013  
ජාතික ප්‍රතිපත්ති හා      2016 මාර්තු මස 31 දින.  
ආර්.ක.ලේකම්.      2016 04 14  
මුදල් ලේකම්.  
විගණකාධිපති.

ක්‍රියා කළ යුතු : අග්‍රාමාත්‍ය ලේකම්.  
විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්.

ඉදිරියේදී ඇති විය හැකි නියං කාලගුණයට මුහුණ දීම සඳහා හදිසි විදුලිබල ධාරිතාවක් (Emergency Power) පවත්වා ගැනීම

(විදුලිබල හා පුනර්ජනනීය බලශක්ති ගරු ඇමතිතුමා ඉදිරිපත් කළ 2016-03-22 දිනැති සංදේශය)

2016 මාර්තු මස 23 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

ඩබ්ලිව්.එම්.ඩී.පේ.ප්‍රනාන්දු  
අතිරේක ලේකම්.

අ.කලේ/එස්.අබේසිංහ  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) රැස්වීමේදී සභාගත කළ පත්‍රිකා:

44. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 16/0530/727/013 වූ, “ඉදිරියේදී ඇති විය හැකි නියං කාලගුණයට මුහුණ දීම සඳහා හදිසි විදුලිබල ධාරිතාවක් (Emergency Power) පවත්වා ගැනීම” යන මෑයෙන් විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2016-03-22 දිනැති සංදේශය - මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, මෙම කරුණ, ගරු අග්‍රාමාත්‍යතුමා සභාපතිත්වය දරන ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල කාරක සභාවේ නිර්දේශ ලබාගැනීම පිණිස එකී කාරක සභාව වෙත යොමු කිරීමට තීරණය කරන ලදී.

තවද, මෙම තීරණය සම්මත කරනු ලැබූ සේ සැලකීමටත්, ඒ අනුව අවශ්‍ය කටයුතු සඳහා අදාළ බලධාරීන් වෙත මෙම තීරණය දන්වා යැවීම සඳහා අමාත්‍ය මණ්ඩලයේ ලේකම්ට බලය පැවරීමටත් තීරණය කරන ලදී.

5.5.8

ක්‍රියා කළ යුතු: අමාත්‍ය ලේකම් - ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල කාරක සභාව වෙත ඉදිරිපත් කිරීම සඳහා - සංදේශයේ පිටපතක් යා කොට ඇත.  
විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය

පිටපත්: ජනාධිපති ලේකම් - සංදේශයේ පිටපතක් යා කොට ඇත.  
ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සංදේශයේ පිටපතක් යා කොට ඇත.  
මුදල් අමාත්‍යාංශය - සංදේශයේ පිටපතක් යා කොට ඇත.

**(D) Cabinet Papers Tabled at the Meeting:**

44. Cabinet Paper No.16/0530/727/013, a Memorandum dated 2016-03-22 by the Minister of Power and Renewable Energy on "**Maintaining an emergency electricity generation capacity in order to meet future drought conditions**" - After discussion, it was decided to refer this matter to the Cabinet Committee on Economic Management chaired by the Hon. Prime Minister, for its recommendations.

It was also decided to treat this decision as confirmed and to authorize the Secretary to the Cabinet of Ministers to convey the same to the relevant authorities for necessary action accordingly.

Action by: **Secretary to the Prime Minister** - for submission to the Cabinet Committee on Economic Management - copy of Memorandum annexed.

**My/Power and Renewable Energy**

Copied to: **Secretary to the President** - copy of Memorandum annexed.

**My/National Policies and Economic Affairs** - copy of Memorandum annexed.

**My/Finance** - copy of Memorandum annexed.

රට තුළ සිදුවන හදිසි විදුලි බිඳවැටීම්, විදුලිබල ක්ෂේත්‍රයේ ඇති දුර්වලතා සහ එම ගැටළු නිරාකරණය කර රටේ ජන ජීවිතයට හා සංවර්ධනයට උපරිම සේවාවක් ලබා දීම සඳහා අවශ්‍ය නිර්දේශ ඉදිරිපත් කිරීම සඳහා පත්කරන ලද අමාත්‍ය මණ්ඩල අනුකමිටුව.

අතුරු වාර්තාව.

1. රට තුළ සිදුවන හදිසි විදුලි බිඳවැටීම් සහ විදුලිබල ක්ෂේත්‍රයේ ඇති දුර්වලතා සහ ගැටළු නිරාකරණය කර රටේ ජන ජීවිතයට හා සංවර්ධනයට උපරිම සේවාවක් ලබා දීම සඳහා අවශ්‍ය නිර්දේශ ඉදිරිපත් කිරීම පිණිස ගරු ජනාධිපතිතුමා විසින් අංක SB/3/2/ELEC සහ 2016.03.15 දිනැති නියමය මගින් පහත දැක්වෙන කමිටුව පත් කරන ලදී.

- i. ගරු රංජිත් සියම්ලාපිටිය මැතිතුමා - විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍ය (සභාපති)
- ii. ගරු සුසිල් ප්‍රේමජයන්ත මැතිතුමා - විද්‍යා, තාක්ෂණ හා පර්යේෂණ අමාත්‍ය (සාමාජික)
- iii. ගරු පායලී වම්පික රණවක මැතිතුමා - මහා නගර හා බස්නාහිර සංවර්ධන අමාත්‍ය (සාමාජික)
- iv. ගරු සාගල රත්නායක මැතිතුමා - නීතිය හා සාමය සහ දක්ෂිණ සංවර්ධන අමාත්‍ය (සාමාජික)
- v. ගරු ඉරාන් වික්‍රමරත්න මැතිතුමා - රාජ්‍ය ව්‍යවසාය සංවර්ධන නි. අමාත්‍ය (සාමාජික)
- vi. ගරු අජිත් පී. පෙරේරා මැතිතුමා - විදුලිබල හා පුනර්ජනනීය බලශක්ති නි. අමාත්‍ය (සාමාජික)

ඉන් පසුව ගරු ජනාධිපතිතුමන් විසින් අංක SB/3/2/ELEC සහ 2016.03.16 දිනැති නියමය මගින් බතිපතෙල් සම්පත් සංවර්ධන අමාත්‍ය, ගරු චන්දිම වීරක්කොඩි මැතිතුමාද මෙම කමිටුවේ සාමාජිකයකු ලෙස පත් කරන ලදී.

මෙම නියමය පරිදි කමිටුවේ පළමු වාර්තාව මුල් සතිය තුළදී ද, අවසන් වාර්තාව මාස තුනක් ඇතුළතදී ද ඉදිරිපත් කළ යුතු වේ.

2. ඒ අනුව ඉහත කී කමිටුවේ පළමු අතුරු වාර්තාව මෙසේ ඉදිරිපත් කර සිටිමු.

I. කමිටුව වෙත පැවරී ඇති කාර්යභාරය ඉටු කර ගැනීම පිණිස මෙම කමිටුව 2016.03.15 දින රැස්වූ අතර එම රැස්වීමේදී කමිටුවේ ලේකම්වරයා ලෙස ඩබ්ලිව්.බී. ගනේගල මහතා පත් කර ගන්නා ලදී. ඉන් පසුව එකී කමිටුව 2016.03.17, 2016.03.19, 2016.03.21, 2016.03.23 හා 2016.03.29 දිනවලදී ද රැස් විය. මුල් රැස්වීම් පහ විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේදී ද, අවසන් රැස්වීම අරලියගහ මන්දිර කාර්යාලයේදී ද පවත්වන ලදී.

5.5.9

II. කමිටුවේ විෂය පථයට ගැනෙන කරුණු පිළිබඳව තොරතුරු ලබා ගැනීම සඳහා පහත සඳහන් අය කමිටුව ඉදිරියට කැඳවා සාක්ෂි සටහන් කර ගනු ලැබීය.

- ඩී.සී. විජේරත්න මහතා - විශ්‍රාමික සාමාන්‍යාධිකාරී, ලංකා විදුලිබල මණ්ඩලය
- ආර්.ජේ. ඉණවර්ධන මහතා - විශ්‍රාමික අතිරේක සාමාන්‍යාධිකාරී (සම්ප්‍රේෂණ), ලංවිම / හිටපු අතිරේක ලේකම් (තාක්ෂණ), විදුලිබල හා බලශක්ති අමාත්‍යාංශය
- ටී.ඩී. හඳගම මහතා - විශ්‍රාමික අතිරේක සාමාන්‍යාධිකාරී (කලාප 02), ලංවිම
- දමිත කුමාරසිංහ මහතා - අධ්‍යක්ෂ ජනරාල්, ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව
- අශෝක අහයඉණවර්ධන මහතා - සභාපති, උපාය මාර්ගික ව්‍යවසාය කළමනාකරණ ආයතනය
- නිහාල් රූපසිංහ මහතා - ලේකම්, මහා නගර හා බස්නාහිර සංවර්ධන අමාත්‍යාංශය (එදින පැමිණීම අපහසු බැවින් ඔහුගේ අදහස් ලිඛිතව දන්වා එවා තිබුණි.)

III. එමෙන්ම 2015.09.27, 2016.02.25 සහ 2016.03.13 දිනවල විදුලි පද්ධතියේ සිදු වූ බිඳවැටීම් අධ්‍යයනය කර නිර්දේශ ඉදිරිපත් කිරීමට අමාත්‍යාංශය මගින් පත් කළ පහත සඳහන් බාහිර විශේෂඥ කමිටුවද අමාත්‍ය කමිටුව හමුවට කැඳවා ඔවුන්ගේ අතුරු වාර්තාව සහ අදහස් ද මෙම කමිටුවේ අවධානයට යොමු කරන ලදී.

- මහාචාර්ය එච්.වයි. රංජිත් පෙරේරා මහතා - මොරටුව විශ්ව විද්‍යාලය
- මහාචාර්ය රොහාන් ජේ. ලුකස් මහතා - මොරටුව විශ්ව විද්‍යාලය
- මහාචාර්ය ජනක බී. ඒකනායක මහතා - පේරාදෙණිය විශ්ව විද්‍යාලය
- ඉංජිනේරු රියන්සි ප්‍රනාන්දු මහතා - කළමනාකාර අධ්‍යක්ෂ, අමිති පවර් කන්සල්ටන්සි සමාගම
- ඉංජිනේරු ජයසිරි කරුණානායක මහතා - විදුලිබල ක්ෂේත්‍රයේ උපදේශක

IV. ඊට අමතරව 2015.09.27, 2016.02.25 සහ 2016.03.13 දිනවල විදුලි පද්ධතියේ සිදු වූ බිඳවැටීම් අධ්‍යයනය කර නිර්දේශ ඉදිරිපත් කිරීමට ලංවිම මගින් පත් කළ පහත සඳහන් ඉංජිනේරුවන්ගෙන් සමන්විත අභ්‍යන්තර කමිටුවද අමාත්‍ය කමිටුව හමුවට කැඳවා ඔවුන්ගේ වාර්තා සහ අදහස් ද මෙම කමිටුවේ අවධානයට ලක් කරනු ලැබීය.

- ඒ.කේ. සමරසිංහ මහතා - අතිරේක සාමාන්‍යාධිකාරී (ජනන)
- ජී.ඒ. ජයන්ත මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ජී.ජේ. අළුත්ගේ මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ඩී.එන්. නවරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ආචාර්ය එච්.එම්. විජේකෝන් බණ්ඩා මහතා - ප්‍රධාන ඉංජිනේරු
- බී.ඒ. ගීතානි මිය - ප්‍රධාන ඉංජිනේරු
- ජේ.ඩී.කේ.ජී. හේමරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ජී.ආර්.එච්.යූ. සෝමප්‍රිය මහතා - ප්‍රධාන ඉංජිනේරු



V. ලංකා විදුලිබල මණ්ඩලයේ විදුලි ඉංජිනේරු සංගමය සහ ස්වාධීන ඉංජිනේරු සංගමයේ නියෝජිතයන් 2016.03.21 දින පැවති අමාත්‍ය කමිටුව හමුවට කැඳවා විදුලිබල ක්ෂේත්‍රයේ පවතින තත්වය පිළිබඳව ඔවුන්ගේ අදහස් හා යෝජනා ද සාකච්ඡා කරන ලදී.

VI. තව දුරටත් තොරතුරු ලබා ගැනීම සඳහා මෙවැනි හදිසි අවස්ථාවලදී වෙනත් රටවල විදුලි උපයෝගීතා ආයතන අනුගමනය කරන්නා වූ ප්‍රවේශයන් ද අප කමිටුවේ නිරීක්ෂණයට භාජනය කරනු ලැබීය.

### 3. පසුබිම් තොරතුරු

I. අප රටේ ජාතික විදුලි පද්ධතියේ සම්පූර්ණ නිෂ්පාදන ධාරිතාව (Installed Capacity) මෙ.වො. 3,932ක් පමණ වේ. මේ දිනවල වැඩිම ඉල්ලුම පවතින වෙලාව (Peak Demand) තුළ විදුලි පරිභෝජනය මෙ.වො. 2,200 - 2,300 අතර වේ. එහෙත් පෙබරවාරි මාසයේ සිට පසුගිය සති කිහිපය තුළ විදුලි පරිභෝජනය අසාමාන්‍ය පරිදි වැඩි වූ අතර ඉතිහාසයේ වැඩිම ඉල්ලුම මෙ.වො. 2,373ක් බවට 2016.03.10 දින වාර්තා විය.

II. රටේ ජාතික විදුලි පද්ධතියෙහි පසු ගිය දශකය තුළ සිදු වූ ප්‍රථම බිඳවැටීම මෑත කාලයේදී වාර්තා වන්නේ 2009.04.12 වන දිනය. මේ පිළිබඳව ගැඹුරින් අධ්‍යයනය කර ඉදිරිපත් කරන ලද කුමාර් ඩේවිඩ් වාර්තාවේ නිර්දේශ ලංවිම ක්‍රියාත්මක කළ බවට කමිටුවට තොරතුරු නොලැබුණි.

III. ඉන් පසුව ජාතික පද්ධතියේ පූර්ණ බිඳවැටීම සිදු වූයේ 2015.09.27, 2016.02.25 සහ 2016.03.13 වන දිනවලදීය. සම්පූර්ණ උපරිම ඉල්ලුමෙන් හරි අඩකට ආසන්න ප්‍රමාණයක් සපයන නොරොච්චෝලේ ලක් විජය ගල් අඟුරු බලාගාරය බිඳ වැටීම නිසා එය යළි පණගැන්වීමට දින 4ක් ගතවීම හේතු කරගෙන බිඳවැටුණු පද්ධතිය ස්ථායී තත්වයට පත් කිරීම අසීරු කරුණක් විය.

IV. තවද 2016 ජනවාරි මාසයේ සිට පවතින වියළි කාලගුණික තත්වය හා අවිධිමත් ජල භාවිතය හේතු කොට ගෙන මේ වනාහී ජල විදුලි බලාගාරවලට ජලය සපයන ජලාශවල ජල මට්ටම සාමාන්‍යයෙන් 40%ක් පමණ පවතින අතර ඒ නිසා ජාතික පද්ධතියට ජල විදුලිය සැපයෙන්නේ 30%කටත් අඩු ප්‍රමාණයකි. තවද ජලාශවල ජලය නිකුත් කිරීමේදී පානීය ජලය හා කෘෂිකර්මාන්තය සඳහා අවශ්‍ය ජලය නිකුත් කිරීම කෙරෙහි ප්‍රමුඛ අවධානය යොමු කරන අතර විදුලිබල ජනනය සඳහා ලැබෙන්නේ තුන්වන ස්ථානයයි. ඊට අමතරව පසුගිය සති කිහිපයක සිට මෙ.වො. 300 කෙරවලපිටිය වෙස්ට් කෝස්ට් (West Coast) බලාගාරයට අවශ්‍ය වන දැව්තෙල් අප්‍රමාදව ලබා ගැනීමට පැවති අපහසුතාව ද මෙහිදී කැපී පෙනුණි.

V. කුඩා ජල විදුලි බලාගාර වලින් සාමාන්‍යයෙන් පද්ධතියට මෙ.වො. 300ක ධාරිතාවක් ලැබෙමින් පවතින නමුත් මේ දිනවල පවතින නියඟය නිසා එය මෙ.වො. 50ක් පමණ දක්වා පහළ වැටී ඇත. මෙ.වො. 124ක පමණ සුළං බලාගාර ඇති නමුත් දැනට පවතින අඩු සුළං තත්වය හේතුවෙන් එය ද මෙ.වො. 5ක් පමණ දක්වා අඩු වී ඇති බවද විශේෂයෙන්ම නිරීක්ෂණය විය.

VI. 2015.09.27 දින සිදු වූ පූර්ණ බිඳ වැටීම සම්බන්ධයෙන් අධ්‍යයනය කිරීම සඳහා පහත කමිටු දෙක පත් කරනු ලැබ තිබුණි.

අ. අමාත්‍යාංශය මගින් පත් කළ ක්ෂේත්‍රයේ විද්වතුන්ගෙන් සමන්විත කමිටුව

- මහාචාර්ය එච්.වයි. රංජිත් පෙරේරා මහතා - මොරටුව විශ්ව විද්‍යාලය
- මහාචාර්ය රොහාන් ජේ. ලුකස් මහතා - මොරටුව විශ්ව විද්‍යාලය
- ඉංජිනේරු රියන්සි ප්‍රනාන්දු මහතා - කළමනාකාර අධ්‍යක්ෂ,  
අමිති පවර් කන්සල්ටන්සි සමාගම
- ඉංජිනේරු ජයසිරි කරුණානායක මහතා - විදුලිබල ක්ෂේත්‍රයේ උපදේශක

ආ. එමෙන්ම ලංකා විදුලිබල මණ්ඩලය මගින් පහත දැක්වෙන අභ්‍යන්තර කමිටුව පත් කර ඇත.

- ඒ.කේ. සමරසිංහ මහතා - අතිරේක සාමාන්‍යාධිකාරී (ජනන)
- ජී.ඒ. ජයන්ත මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ජී.ජේ. අළුත්ගේ මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ඩී.එන්. නවරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ආචාර්ය එච්.එම්. විජේකෝන් බණ්ඩා මහතා - ප්‍රධාන ඉංජිනේරු
- බී.ජී. ගීතානි මීය - ප්‍රධාන ඉංජිනේරු
- ජේ.ඩී.කේ.ජී. භේමරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ජී.ආර්.එච්.යූ. සෝමප්‍රිය මහතා - ප්‍රධාන ඉංජිනේරු

ඇ. මෙයට අමතරව මහජන උපයෝගීතා කොමිෂන් සභාව මගින් Manitoba HVDC Research Centre නම් අන්තර්ජාතික උපදේශක ආයතනය මගින් අධ්‍යයනයක් සිදු කර ඉදිරිපත් කරන ලද වාර්තාව ද කමිටුවේ අවධානයට යොමු විය.

VII. ඉන් අනතුරුව 2016.02.25 දින සිදු වූ පූර්ණ බිඳ වැටීම සම්බන්ධයෙන් ද පහත කමිටු පත් කර ඇත.

අ. අමාත්‍යාංශය මගින් පත් කළ ක්ෂේත්‍රයේ විද්වතුන්ගෙන් සමන්විත කමිටුව

- මහාචාර්ය එච්.වයි. රංජිත් පෙරේරා මහතා - මොරටුව විශ්ව විද්‍යාලය
- මහාචාර්ය රොහාන් ජේ. ලුකස් මහතා - මොරටුව විශ්ව විද්‍යාලය
- මහාචාර්ය ජනක බී. ඒකනායක මහතා - පේරාදෙණිය විශ්ව විද්‍යාලය
- ඉංජිනේරු රියන්සි ප්‍රනාන්දු මහතා - කළමනාකාර අධ්‍යක්ෂ,  
අමිති පවර් කන්සල්ටන්සි සමාගම
- ඉංජිනේරු ජයසිරි කරුණානායක මහතා - විදුලිබල ක්ෂේත්‍රයේ උපදේශක

ආ. ලංකා විදුලිබල මණ්ඩලය මගින් පත් කළ අභ්‍යන්තර කමිටුව

- ඒ.කේ. සමරසිංහ මහතා - අතිරේක සාමාන්‍යාධිකාරී (ජනන)
- එච්.ඩී.එස්. තිලෝකියස් මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ජී.ඒ. ජයන්ත මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ජී.ජේ. අළුත්ගේ මහතා - නියෝජ්‍ය සාමාන්‍යාධිකාරී
- ඩී.එස්.ආර්. අලහකෝන් මහතා - ප්‍රධාන ඉංජිනේරු
- ඩී.එන්. නවරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ආචාර්ය එච්.එම්. විජේකෝන් බණ්ඩා මහතා - ප්‍රධාන ඉංජිනේරු
- බී.ජී. ගිතානි මිය - ප්‍රධාන ඉංජිනේරු
- ජේ.ඩී.කේ.ජී. හේමරත්න මහතා - ප්‍රධාන ඉංජිනේරු
- ජී.ආර්.එච්.යූ. සෝමප්‍රිය මහතා - ප්‍රධාන ඉංජිනේරු

පද්ධතියේ සම්පූර්ණ බිඳ වැටීමක් තෙවන වරට 2016.03.13 වන දින සිදු වූ අතර, ඒ සම්බන්ධයෙන් ද අධ්‍යයනය කර නිර්දේශ ඉදිරිපත් කිරීම සඳහා ඉහත කමිටු දෙකටම බලය පවරා ඇත.

VIII. 2015.09.27 වන දින බිඳ වැටීමට හේතුව වශයෙන් බාහිර විද්වත් කමිටුව සහ ලංවිම අභ්‍යන්තර කමිටුව සඳහන් කර ඇත්තේ පද්ධතියේ සිදු වූ විදුලි ඉල්ලුමේ අඩු වීම සහ නොරොච්චෝලේ ලක් විජය ගල් අඟුරු බලාගාරයේ හැසිරීම නිසා එයින් පද්ධතියට වූ බලපෑම තුළනය නොවීම හේතුවෙන් පද්ධතිය බිඳ වැටුන බවයි.

IX. ලංකා විදුලිබල මණ්ඩලයේ ජ්‍යෙෂ්ඨ ඉංජිනේරුවන්ගෙන් සමන්විත කමිටුව මගින් කරන ලද අධ්‍යයනය අනුව 2016.02.25 දින සිදු වූ විදුලි බිඳවැටීමට හේතුව ලෙස ඔවුන්ගේ වාර්තාවේ දක්වා ඇත්තේ කොළොන්නාව - සීතාවක - කොස්ගම - පොල්පිටිය සම්ප්‍රේෂණ මාර්ගයේ සිදු වූ භූගත වීමේ දෝශයක් (Earth) හේතුවෙන් සම්ප්‍රේෂණ මාර්ගය විසන්ධි වීම තුළ පද්ධතියේ සමතුලිතතාව බිඳී යාම බවයි.

4. කමිටුව අනුගමනය කරන ලද ක්‍රමවේදය

මෙම අධ්‍යයනයට අවශ්‍ය තොරතුරු ලබා ගැනීම සඳහා මෙහි ඉහත දෙවන ඡේදයේ සඳහන් පරිදි මෙම කමිටුව ක්‍රියා කරන ලද අතර, එම පුද්ගලයන්ගේ වෘත්තීය සාක්ෂි සහ ලිඛිතව ලබා දුන් කරුණු ද කමිටුවේ සාමාජිකත්වය දරනු ලබන අමාත්‍යවරුන් සහ නියෝජ්‍ය අමාත්‍යවරුන්ගේ අත්දැකීම්, පළපුරුද්ද සහ නිරීක්ෂණ ද වෙනත් ස්ථානීය පරීක්ෂණ තුළින් රැස් කර ගන්නා ලද තොරතුරු ද භාවිතා කරන ලදී. එම තොරතුරු ඉහතින් සඳහන් කරන ලද මෑතක සිදු වූ ජාතික විදුලි පද්ධතියේ බිඳ වැටීම් තුනටම අදාළ වේ.

5. අමාත්‍ය කමිටුවේ නිරීක්ෂණ.

- ❖ කමිටුව විසින් මෙම අධ්‍යයනය කරගෙන යන අතරතුරේ 2016.03.18 දින තවත් සිදු වීමක් විය. එනම් කොටුගොඩ ශ්‍රීඩී උපපොලොහි තවත් ප්‍රාන්ස්ලෝමරයක් ගිනිගෙන පිලිස්සී යාමයි. මෙම ගිනිගැනීම නිසා සිදු විය හැකිව තිබූ අලාභය සහ විනාශය අවම කරගෙන තිබුණි. ප්‍රාන්ස්ලෝමරය ගිනිගැනීමක් සමග එම උපපොල ජාතික පද්ධතියෙන් වෙන් වී ඇත. මෙම සිද්ධිය පිළිබඳව ලංකා විදුලිබල මණ්ඩලයේ නිලධාරී කමිටුව සොයා බලාගෙන යන අතර එහි වාර්තාව ලද පසුව එය පරීක්ෂා කිරීමටද මෙම කමිටුව බලාපොරොත්තු වේ. ඊට අමතරව රජයේ රසපරීක්ෂක විසින් ද ස්ථානීය පරීක්ෂාවක් කර ඇති අතර, ඔහුගේ වාර්තාව ලද පසුව කමිටුවේ අවධානයට යොමු කළ හැකිය.
- ❖ බියගම සහ කොටුගොඩ ප්‍රාන්ස්ලෝමර් දෙකම ජපානයේ Takaoka Electric mfg. Co. Ltd. සමාගමේ නිෂ්පාදිත උපකරණ බැවින් එම නිලධාරීන් මෙම ප්‍රාන්ස්ලෝමර් දෙක පිපිරීම / ගිනිගැනීම වලට හේතු සොයා බලමින් සිටිති.
- ❖ බියගම සහ කොටුගොඩ ප්‍රාන්ස්ලෝමර් දෙකෙහිම පුපුරා ගිය Tap Changer උපාංගයේ නිෂ්පාදන සමාගම වන ජර්මනියේ Maschinenfabrik Rainhansen GmbH (MR) සමාගමේ නිලධාරී කණ්ඩායමක්ද 2016.03.20 දින දිවයිනට පැමිණි අතර ඔවුන් 2016.03.21 දින සිට මෙම සිදුවීම් ගැන පරීක්ෂණ පැවැත්වීමට නියමිතය.

ඉහත පසුබිම මත කමිටුව නිරීක්ෂණය කරන ලද කරුණු පහත දැක්වේ.

- I. ලංවීම සම්ප්‍රේෂණ පද්ධති පාලන මධ්‍යස්ථානය (System Control Centre) වසර 30ක් පමණ පැරණි වේ. එහි දැනට භාවිතා වන තාක්ෂණය යල් පැනගිය එකකි. උසස් තාක්ෂණයෙන් (Advanced Technology) සමන්විත පද්ධති පාලන මධ්‍යස්ථානයක් ස්ථාපනය කිරීම සඳහා වසර 05 කට ආසන්න කාලයක් තිස්සේ කටයුතු කර ඇති නමුත් තවමත් එම පද්ධති පාලන මධ්‍යස්ථානය ඉදි කර නැත. මෙම හේතුව නිසා පද්ධතියේ බිඳවැටීම පාලනය කිරීම අපහසු වන අතර, නැවත පද්ධතිය ඉක්මනින් යථා තත්ත්වයට පත් කිරීමද ඉතාමත් අපහසුය.
- II. නොරොච්චෝලේ ලක්විජය ගල් අඟුරු බලාගාරයේ දුර්වල සැලසුම්කරණය නිසා විදුලි උත්පාදනය තහර වීමක් සමගම, එහි ඇති සිසිලන පද්ධතියද (Cooling System) බිඳ වැටීමකට ලක් වේ. එවැනි විටක බලාගාරය නැවත පණ ගන්වා ගැනීමට දින 04ක් තරම් කාලයක් ගත වන බව නිරීක්ෂණය විය. තවද එකම ස්ථානයක මෙ.වො. 900ක් (3 x මෙ.වො. 300) තරම් විශාල විදුලි ධාරිතාවක් ජනනය කිරීම හේතුවෙන් සහ බලාගාරයේ ඒකක තුනම වෙන් වෙන්ව එකම සංඛ්‍යාතයේදී පද්ධතියට සංවේදී වීම හේතුවෙන් ජාතික පද්ධතියේ අසමතුලිතතාවක් ඇති වන බව ඇතැම් විද්වතුන්ගේ මතය විය.
- III. ලංකා විදුලිබල මණ්ඩලයේ ජනන හා සම්ප්‍රේෂණ සැලසුම් අංශය ඉතා දුර්වල බවත්, පද්ධතියේ ඇති අවශ්‍යතා හා ගැටලු හඳුනා ගෙන ඒවාට විසඳුම් ලබා දීමට පියවර ගැනීමට අපොහොසත් වී ඇති බවත් නිරීක්ෂණය විය.

- IV. පද්ධතියේ නඩත්තු කටයුතු පිළිබඳව සහ ක්‍රියාකාරීත්වය පිළිබඳව තොරතුරු ක්‍රමානුකූලව පවත්වා ගෙන යනු ලබන සහ එම නඩත්තු කටයුතු වල ක්‍රියාකාරීත්වය සනාථ කර ගත හැකි කළමනාකරණ තොරතුරු පද්ධතියක් (Management Information System) නොමැති බව තහවුරු විය.
- V. ලංකා විදුලිබල මණ්ඩලයේ ස්වාධීන ඉංජිනේරු සංගමය ප්‍රකාශ කර සිටියේ ශ්‍රී ලංකාවේ විදුලි පද්ධතිය පිළිබඳව ස්වාධීන අධ්‍යයනයක් සිදු කළ යුතු බවත්, ඒ සඳහා ඉහල පිළිගැනීමක් ඇති ජාත්‍යන්තර විශේෂඥ ආයතනයක් වෙත වගකීම පැවරිය යුතු බවයි.
- VI. ලංකා විදුලි බල මණ්ඩලයේ එක් එක් නිලධාරියා සතු කළමනාකරණ වගකීම් පිළිබඳව වගවීම (Accountability) සනාථ කරන ක්‍රමවේදයක් තිබුණද එය ක්‍රියාත්මක නොවේ. අවම වශයෙන් ලංවිම ඉහල කළමනාකාරීත්වයේ සිටින නිලධාරීන්ට අදාළ රාජකාරි ලැයිස්තුවක් (Job Description) හෝ නියමාකාරයෙන් ලබා දී නොමැත. එබැවින් යම් වරදකට වග කිය යුතු නිලධාරීන් හඳුනා ගැනීමද දුෂ්කර වී ඇත. ලංකා විදුලිබල මණ්ඩලය තුළ ඉහළ කළමනාකාරීත්වයේ නිලධාරීන්ගේ උසස් වීමේ ක්‍රියා පටිපාටිය තුළ ජ්‍යෙෂ්ඨත්වය පමණක් සලකන බවත් දක්ෂතාවය හා නිලධාරීන්ගේ කාර්යසාධනය (Performance) පිළිබඳව කිසිදු සැලකිල්ලක් නොදක්වන බවත් පැහැදිලිවම නිරීක්ෂණය විය. එම හේතුව මත ඉහළ නිලධාරීන්ගේ වගකීම් පිළිබඳ ගැටළු, රාජකාරි ඉටු කිරීමේ මන්දෝත්සාහීභාවය හා ඇතැම් නිලධාරීන් තුළ කළකිරීමද ඇති වන බව කමිටුව ඉදිරියේ සාක්ෂි දුන් විද්වතුන්ගේ අදහස විය.
- VII. ලංකා විදුලිබල මණ්ඩලය වෙත පැවරෙන කාර්යන් නියාමනය කිරීමේ වගකීම දරන ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව ශක්තිමත් කළ යුතු බවත්, එමගින් පනවන රෙගුලාසි හරහා ලංකා විදුලිබල මණ්ඩලයේ කටයුතු නියාමනය කිරීම සුදුසු බවත් ලංකා විදුලිබල මණ්ඩලයේ විදුලි ඉංජිනේරු සංගමයේ අදහස විය.
- VIII. ලංකා විදුලිබල මණ්ඩලය වෙත පැවරෙන කාර්ය භාරය නියාමනය කිරීමේ වගකීම, 2002 අංක 35 දරණ පනතින් සංස්ථාපනය කරන ලද ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව වෙත, 2009 අංක 20 දරණ ශ්‍රී ලංකා විදුලිබල පනත යටතේ පවරා ඇත. මහජන උපයෝගීතා කොමිෂන් සභාව විසින් විදුලිබලය බෙදාහැරීම, ආරක්ෂාව, ගුණාත්මකභාවය, අඛණ්ඩ සැපයුම, සම්ප්‍රේෂණය, ඉල්ලුම් පාර්ශ්වීය බලශක්ති කළමනාකරණය පිළිබඳ රෙගුලාසි (Electricity Distribution, Safety, Quality, Continuity, Transmission Performance and Demand Side Management Regulations), ලංකා විදුලිබල මණ්ඩලයද සමග දීර්ඝ වශයෙන් සාකච්ඡා කර 2014 වසරේදී කෙටුම්පත් කර අවසන් කර ඇත. කෙසේ වෙතත් විදුලිබල පනතේ ප්‍රතිපාදන ප්‍රකාරව විෂයභාර ඇමතිවරයා විසින් එම රෙගුලාසි ගැසට් පත්‍රයේ පළ කිරීම මගින් නීතිගත කර නොමැති බව ද, එම හේතුව මත ලංකා විදුලිබල මණ්ඩලයේ ක්‍රියාකාරීත්වය පිළිබඳව නිසි නියාමනයක් සිදු නොවන බවද නිරීක්ෂණය විය. මහජන උපයෝගීතා කොමිෂන් සභාව විසින් විදුලිබල ක්ෂේත්‍රයට අදාළව, කොමිෂන් සභාව වෙත පවරා ඇති බලය, නීති ප්‍රකාරව දැඩිව ක්‍රියාත්මක කළ යුතු බවත්, ඒ සඳහා මහජන උපයෝගීතා කොමිෂන් සභාව දැඩි අවධානයකින් කටයුතු කළ යුතු බවත් නිරීක්ෂණය කරන ලදී.
- IX. ශ්‍රී ලංකාවේ විදුලි ජනන පද්ධතිය තුළ ස්ථාපිත ධාරිතාව (Installed Capacity) මෙ.වො. 3,932ක් පමණ වේ. කෙසේ වෙතත් සෑම වසරකම පෙබරවාරි සිට මැයි දක්වා වන කාලය (අන්තර් මෝසම් කාලය තුළ) විදුලිය ලබා ගැනීම උදෙසා කුඩා ජල විදුලි බලාගාර සහ සුළං විදුලි බලාගාර වලින් ප්‍රමාණවත් සහයක් නොලැබෙන බව නිරීක්ෂණය විය. තවද යල කන්තයේ වී සහ අතිරේක හෝග

(x)

වගාව සඳහා මහවැලි ජලාශ වලින් පෝෂණය වන ප්‍රදේශ වලට ජලය නිකුත් කිරීම නිසා ප්‍රධාන ජල විදුලි බලාගාර වලට අවශ්‍ය ජලය ප්‍රමාණවත්ව නොලැබෙන බව විශේෂයෙන් අවධානයට ලක්විය. විශේෂයෙන් බීමට හා ගොවිතැන් වලට අවශ්‍ය ජලය ලබා දීම සඳහා ප්‍රමුඛත්වය ලබා දීමේ රජයේ ප්‍රතිපත්තිය ක්‍රියාත්මක කරන විට මෙම තත්ත්වය වඩාත් බරපතළ වී ඇත. මේ සම්බන්ධයෙන් ශ්‍රී ලංකා මහවැලි අධිකාරියේ ජල කළමනාකරණ අංශයේ ප්‍රධානීන්ද මෙම කමිටුව හමුවට පැමිණ ප්‍රකාශ කළේ ඉදිරි මාස කිහිපය තුළ ජල විදුලි නිෂ්පාදනය සඳහා ජලය නිකුත් කිරීම දැඩි ලෙස සීමා කිරීමට සිදු වී ඇති බවයි. එසේ හෙයින් ප්‍රමාණවත් තරම් අතිරේක විදුලි උත්පාදන ස්ථාපිත ධාරිතාවක් (Buffer Capacity) පවත්වා ගෙන යායුතු බවත් විශේෂයෙන්ම ස්වභාවික වායු (Natural Gas) සහ සුර්ය බලය මෙම දුෂ්කර කාලය සඳහා විදුලිය උත්පාදනය කිරීමේ හොඳම විකල්ප ප්‍රභවයන් බව විද්වත් මතය විය.

X. විදුලි පද්ධතියේ බිඳවැටීම් පිළිබඳව සොයා බැලීමට පත් කරන ලද කමිටු වාර්තා වල නිර්දේශ අනුව අවශ්‍ය ක්‍රියාමාර්ග ගැනීමට ලංකා විදුලිබල මණ්ඩලය අපොහොසත් වී ඇති බව ද නිරීක්ෂණය විය.

XI. 2009 වර්ෂයේ සිට වසර 06ක කාලයක් සමස්ත විදුලි පද්ධතිය බිඳ වැටීමක් නොමැතිව තිබී මාස 06ක කාලයක් තුළ තුන් වරක් සමස්ත පද්ධතිය බිඳ වැටීම සිදු වී ඇත. මෙම බිඳවැටීම් විද්‍යාත්මකව පැහැදිලි කරන පිළිගත හැකි හේතු දැක්වීමක් නොමැති නම් මෙම තත්ත්වය පිළිබඳව සාධාරණ සැකයක් මතු වීම ස්වභාවිකය. විදුලි පද්ධතියක් සම්පූර්ණ වශයෙන් බිඳවැටීම දුර්ලභ කරුණකි. අප රට තුළ සිදු වූ මෙම විදුලි බිඳවැටීම් හේතු කිහිපයක් නිසා සිදුවිය හැකිය. එනම් පද්ධති ජාලයේ සැලසුම් කරන ලද ක්‍රියාකාරකම් (Planned Activities), ස්වභාවික ව්‍යසන (Natural Hazards) සහ උපකරණ කල් ඉකුත් වීම (Material Aging & Failing), නොසැලකිලිමත්භාවයන් (Negligence) හා කඩාකප්පල්කාරී වැඩ පිළිවෙලක් (Sabotage) සිදු වීම වැනි හේතූන් ය.

XII. සාමාන්‍යයෙන් විදුලි බිඳවැටීම් යම් ප්‍රදේශයකට පමණක් සීමා විය යුතුය. නමුත් ස්වභාවික ආපදා නිසා සිදුවන බිඳවැටීම් වලදී අවට ප්‍රදේශ ද එයට නතු වීමට ඉඩ ඇත. කෙසේ වුවත් ඕනෑම විදුලි පද්ධතියක සිදු විය හැකි බිඳවැටීම් අවට ප්‍රදේශ වලට පැතිර යාම වැළැක්වීම සඳහා අවශ්‍ය ආරක්ෂිත නියමයන් සහ අදාළ සම්ප්‍රේෂණ මාර්ග කොටස පද්ධතියෙන් වෙන් කිරීමේ උපක්‍රම ක්‍රියාත්මක විය යුතුය. විදුලිය ජනනය සම්පූර්ණයෙන්ම බිඳවැටෙන බරපතළ සිද්ධියකදී වුවද ඉතිරි වී ඇති ජනනයට අනුගත විය හැකි පරිදි ඉල්ලුම කළමනාකරණය කළ හැකි යාන්ත්‍රණයක් ක්‍රියාත්මක විය යුතු වේ. කාර්යක්ෂම සහ විශ්වාසදායක විදුලි පද්ධතියක මෙවැනි පූර්ණ විදුලි බිඳවැටීම් සිදු විය නොහැකි බව විශේෂඥ මතය වේ.

6. නිර්දේශ

ඉහත පස්වන ඡේදයේ සඳහන් අමාත්‍ය කමිටුවේ නිරීක්ෂණයන්ද මෙම කමිටුවේ කාර්යභාරය තුළ අප එක් රැස් කරගත් වෙනත් අදාළ කරුණු ද පදනම් කරගෙන දැනට මතු වී ඇති අර්බුදකාරී තත්වය විසඳීම සඳහා පහත සඳහන් නිර්දේශ ඉදිරිපත් කරනු කැමැත්තෙමු.

මෙම නිර්දේශ තුළ වහාම ක්‍රියාත්මක කළ යුතු කෙටි කාලීන නිර්දේශ මෙන්ම, අප්‍රමාදව කටයුතු ආරම්භ කළ යුතු වන දීර්ඝ කාලීන විසඳුම් සහිත නිර්දේශද අන්තර්ගත වේ. කමිටුවේ අවසන් වාර්තාව මගින් වැඩිදුරටත් දිගු කාලීන විසඳුම් සහිත නිර්දේශ ඉදිරිපත් කිරීමට අපේක්ෂා කරන්නෙමු.

- I. නොරොච්චෝලේ විදුලි බලාගාරයේ පවතින ආවේණික දුර්වලතා ඉවත් කර ගැනීම සඳහා වහාම පියවර ගත යුතුය.
- II. නොරොච්චෝලේ ලක් විජය බලාගාරයේ නිසි කළමනාකරණය උදෙසා පැය 24 පුරාම රැඳී සිටින විෂයානුබද්ධ විශේෂඥයින් ප්‍රමාණවත් ලෙස යෙදවීම සහ එම බලාගාරය නිසි ලෙස කළමනාකරණය කිරීම සඳහා අවශ්‍ය බලතල සහිත, විශේෂිත කළමනාකරණ ඒකකයක් ලංකා විදුලිබල මණ්ඩලය යටතේ පිහිටුවීම. බලාගාරයේ ඇති දුර්වලතාවයන් සහ බලාගාරය හේතුවෙන් විදුලි පද්ධතියට ඇති වන විශේෂිත බලපෑම් තක්සේරු කර, හදිසි අවස්ථාවන්වලදී බලාගාරය හා විදුලි පද්ධතිය රැක ගැනීම සඳහා අවශ්‍ය තීරණ ගැනීමේ බලය එම කළමනාකරණ ඒකකය සතු විය යුතුය.
- III. නොරොච්චෝලේ ලක් විජය බලාගාරය ජාතික විදුලි පද්ධතියට නිසි ලෙස අනුගත කර ගැනීම පිණිස සහ එකී බලාගාරය නිසි ලෙස කළමනාකරණය කර ගනිමින් දිගු කාලීනව පවත්වා ගැනීම පිණිස, එකී බලාගාරය ඉදිකළ M/s China Machinery and Equipment Corporation සමාගම සමග සහ වීන රජය සමග වහාම සාකච්ඡා ආරම්භ කළ යුතුය.
- IV. දැනට පවතින පද්ධති පාලන මධ්‍යස්ථානයට (System Control Centre) අවශ්‍ය පහසුකම් හා පිරිස් බලය ලබා දී මෙවැනි හදිසි තත්වයකට මුහුණ දීමට හැකි වන පරිදි ශක්තිමත් කිරීමට වහාම පියවර ගැනීම.
- V. ශ්‍රී ජයවර්ධනපුර ප්‍රදේශයේ අලුතින් ඉදි කරමින් පවතින ප්‍රධාන පද්ධති පාලන මෙහෙයුම් මැදිරිය හැකි ඉක්මනින් ඉදි කර අවසන් කිරීම පිණිස ඉහල ප්‍රමුඛත්වයක් ලබා දීම සහ එහි ඉදිකිරීම් කඩිනම් කිරීම පිණිස වැඩි පිරිස් බලයක් සහිත ඒකකයක් පිහිටුවීම.
- VI. ජාතික විදුලි සම්ප්‍රේෂණ පද්ධතියේ ඇති නඩත්තු කටයුතු හඳුනා ගැනීම සහ අවශ්‍ය නඩත්තු කටයුතු සිදු කිරීම සඳහා ලංකා විදුලිබල මණ්ඩලයේ අදාළ සියළුම නිලධාරීන් සහ සේවකයින් එක්ව සාමූහිකව සිදු කරන්නා වූ “මෙහෙයුම් සතියක්” (Maintenance Operation) ප්‍රකාශයට පත් කිරීම සහ ඉදිරි සති දෙකක කාලය තුළ එය ක්‍රියාත්මක කිරීම. එම කාලය තුළ නඩත්තු කටයුතු අවසන් කළ නොහැකි සංකීර්ණ කටයුතු ඉටු කිරීම සඳහා විශේෂිත ඒකකයක් පිහිටුවීම.

VII. මෑතකදී සිදු වූ විදුලි බිඳ වැටීම් පිළිබඳව වගකිව යුතු නිලධාරීන් හඳුනා ගෙන ඔවුන් සම්බන්ධයෙන් සුදුසු විනයානුකූල පියවර ගැනීම පිණිස බලතල සහිත ස්වාධීන විමර්ශන මණ්ඩලයක් පත් කිරීම සහ එහි කටයුතු කඩිනමින් අවසන් කිරීම.

VIII. ලංකා විදුලිබල මණ්ඩලය හා සම්බන්ධ හදිසි තත්ව කළමනාකරණය කිරීම සඳහා පහත සැලසුම් සකස් කිරීම

- ❖ හදිසි විදුලිබල සැලැස්ම (Electricity Emergency Plan)
- ❖ ආයතනයේ කටයුතු අඛණ්ඩව පවත්වා ගෙන යෑමේ සැලැස්ම (Business Continuity Plan)
- ❖ ආපදා කළමනාකරණ සැලැස්ම (Disaster management Plan)
- ❖ ජනමාධ්‍ය හා මහජන සම්බන්ධතා සැලැස්ම (Mass Media & Public Relations Plan)

IX. ඉල්ලුම් පාර්ශ්වීය බලශක්ති කළමනාකරණය (Demand Side Management) පිළිබඳ විශේෂ අවධානයක් යොමු කිරීම සහ ඉල්ලුම් පාර්ශ්වීය බලශක්ති කළමනාකරණය පිළිබඳ ජනාධිපති කාර්ය සාධක බලකාය පිළිබඳ යෝජනාව සඳහා කැබිනට් අනුමැතිය වහාම ලබා ගෙන එකී ව්‍යාපෘතිය ජාතික ප්‍රමුඛතා කරුණක් ලෙස සලකා ක්‍රියාත්මක කිරීම සහ ඊට අවශ්‍ය කරන සම්පත් සහ පිරිස් බලය රජය විසින් ලබා දීම. (මෙම ක්‍රියාවලිය මගින් විදුලි පරිභෝජනයේදී මෙ.වො. 400 කට ආසන්න ප්‍රමාණයක් ඉතිරි කර ගත හැකි බව අපේක්ෂා කෙරේ.)

X. විදුලි සැපයුම් පිළිබඳව අර්බුදයට ඉක්මන් හා විශ්වාසදායී විසඳුමක් ලෙස සුර්ය බලය ඇසුරින් විදුලි බලය උත්පාදනය හඳුනා ගන්නා ලද බැවින්,

අ. නිවසේ වහල මත සවි කරන සුර්ය කෝෂ මගින් විදුලිය නිෂ්පාදනය දිරි ගන්වනු ලබන ජාතික වැඩපිළිවෙළක් වහාම ආරම්භ කිරීම සඳහා පාරිභෝගිකයා විසින් ජාතික පද්ධතියට සුර්ය කෝෂ මගින් එකතු කරනු ලබන අතිරික්ත විදුලිය සඳහා දිරිමත් කිරීමක් ලෙස ලංකා විදුලිබල මණ්ඩලය මගින් පාරිභෝගිකයා වෙත ගෙවීමක් සිදු කරනු ක්‍රමවේදයක් (Net Accounting) හඳුන්වා දීම කළ යුතු වේ. (දැනට ශුද්ධ මනුකරණ ක්‍රමය Net Metering) තුළ ජාතික පද්ධතියට මෙ.වො. 20ක් පමණ සුර්ය බලය ඇසුරින් ලබා ගන්නා අතර නව ක්‍රමය තුළ මෙ.වො. 100ක් දක්වා ආයතනික ලබාගත හැකි බව කමිටුවේ අදහසයි.)

ආ. සුර්ය බලය ඇසුරින් උත්පාදනය කරනු ලබන විදුලිය වහාම පද්ධතියට ලබා ගැනීම පිණිස ශ්‍රී ලංකා සුනිත්‍ය බලශක්ති අධිකාරිය විසින් සුර්ය බල උද්‍යාන (Solar Energy Parks) ක්‍රමය හඳුන්වා දීම සහ තරගකාරී මිල ගණන් යටතේ පෞද්ගලික අංශයෙන් එකී සුර්ය බල ශක්තිය මිලදී ගැනීම. මෙම ක්‍රමය මගින් වසර දෙකක පමණ කාලයක් තුළ ජාතික විදුලි පද්ධතියට මෙ.වො. 300ක් පමණ ලබා ගත හැකි වේ. සුර්ය විදුලි බලය කෙටි කාලීනව ගබඩා කිරීමේ බැටරි තාක්ෂණය (Battery Storage) භාවිතා කරමින් එම විදුලි බලයෙන් කොටසක් ගබඩා කරන අවස්ථාවක ඒ සඳහා ආයෝජකයා දිරි ගැන්විය යුතුය.

XI. කොළඹ වරාය තුළ ස්වභාවික වායු (Natural Gas) ගබඩා කිරීම සඳහා පහසුකම් ලබා දීම සහ එතැන් සිට නළ මගින් කෙරවලපිටියේ අලුතින් ඉදි කරන මෙ.වො 300ක් පමණ ධාරිතාවකින් යුතු ස්වභාවික වායු (Natural Gas) විදුලි බලාගාරය සඳහා ස්වභාවික වායු සැපයීමේ වැඩපිළිවෙළ වහාම ආරම්භ කිරීම. තවද සංඛ්‍යාත පාලනය (Frequency Control) සඳහා වූ විශේෂයෙන් වෙන් කළ තාප බලාගාරයක් කොළඹ අවට ස්ථානයක ආරම්භ කළ යුතුය.



XII. රටේ ප්‍රධාන ආර්ථික සහ පරිපාලන මධ්‍යස්ථාන වන කොළඹ නගරය, ශ්‍රී ජයවර්ධනපුර හා තදාසන්න ප්‍රදේශවලට කවර තත්වයක් යටතේ වුවද අඛණ්ඩව විදුලිය සැපයීමට හැකි විශේෂ වැඩපිළිවෙලක් ක්‍රියාත්මක කළ යුතුය.

XIII. දැනට තිබෙන මෙ.වො. 700 පමණ ධාරිතාවයෙන් යුත් ද්විත්ව චක්‍රීය බලාගාර (Combined Cycle Plants), ස්වභාවික වායු මගින් ක්‍රියා කිරීමට හැකි වන ලෙසට පරිවර්තනය කිරීම සහ ඉහත විස්තර කරන ලද පරිදි කොළඹ වරාය තුළ ඉදි කරන ස්වභාවික වායු ගබඩාවේ සිට නළ මගින් ඉහත කී බලාගාර වෙත ස්වභාවික වායු ලබා දීම. (ස්වභාවික වායු ගබඩා කිරීම පිණිස කොළඹ වරාය භාවිතා කිරීම තුළ අමතර ජැටියක් ඉදි කිරීමෙන් තොරව ඉක්මනින් ඉහත කී ක්‍රියාවලිය සිදු කළ හැකි අතර, 2019 දී පමණ නියත ලෙසම මතුවන විදුලි හිඟය සඳහා ප්‍රතිකර්මයක් ලෙස ප්‍රායෝගිකව වසර 02 ක පමණ කාලයක් තුළ සියලු ඉදි කිරීම් අවසන් කළ හැකි බව කමිටුවේ අදහස වේ.)

XIV. 2009 අංක 20 දරණ විදුලිබල පනතේ 54 වන වගන්තිය ප්‍රකාරව ක්‍රියාකරමින් මහජන උපයෝගීතා කොමිෂන් සභාව විසින් දැනටමත් කෙටුම්පත් කර අවසන් කර ඇති;

- අ. විදුලිය (බෙදාහැරීම) කාර්ය සාධන ප්‍රමිති රෙගුලාසි (Electricity (Distribution) Performance Standard Regulations)
- ආ. විදුලිබල ආරක්ෂාව, ගුණාත්මකභාවය හා අඛණ්ඩ සැපයුම පිළිබඳ රෙගුලාසි (Electricity Safety, Quality and Continuity Regulations)
- ඇ. විදුලිබල (සම්ප්‍රේෂණ) කාර්යසාධන ප්‍රමිති රෙගුලාසි (Electricity (Transmission) Performance Standard Regulations)
- ඈ. විදුලිබල (ඉල්ලුම් පාර්ශ්වීය කළමනාකරණ) රෙගුලාසි (Electricity (Demand Side Management) Regulations)

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යවරයා විසින් සති දෙකක් ඇතුළත ගැසට් පත්‍රයේ පළ කිරීම මගින් නීතිගත කිරීම සහ එම රෙගුලාසි නිසි පරිදි ක්‍රියාත්මක කරන ලෙස මහජන උපයෝගීතා කොමිෂන් සභාව වෙත නියම කිරීම.

XV. මහජන උපයෝගීතා කොමිෂන් සභාව මගින් ලංකා විදුලිබල මණ්ඩලයේ ජනනය, සම්ප්‍රේෂණය සහ බෙදාහැරීම් කලාප හතර සඳහා වෙන වෙනම ලබා දී ඇති බලපත්‍රවල සඳහන් මූල්‍යමය, පරිපාලනමය සහ මෙහෙයුම් පිළිබඳ වගකීම් සත්‍ය ලෙසම බල ගැන්වීම සඳහා පියවර ගත යුතුය. 2009 අංක 20 දරණ විදුලිබල පනතේ ප්‍රතිපාදන ප්‍රකාරව මහජන උපයෝගීතා කොමිෂන් සභාව මගින් ජනනය, සම්ප්‍රේෂණය සහ බෙදාහැරීමේ බලපත්‍ර, ඊට අදාළ ලංකා විදුලිබල මණ්ඩලයේ එක් එක් අතිරේක සාමාන්‍යාධිකාරීවරයාගේ නමින් නිකුත් කළ යුතුය. ඒ අනුව එම බලපත්‍රලාභීන්ට ස්වාධීනව ක්‍රියා කිරීම සඳහා මූල්‍යමය, පරිපාලනමය හා මෙහෙයුම් කටයුතු වල වගකීම මෙන්ම වගවීම ද තහවුරු වනු ඇත. ඒ අනුව ගනු ලැබූ පියවර මාසයක් තුළ විෂයභාර අමාත්‍යවරයාට ලංකා විදුලිබල මණ්ඩලය වෙනුවෙන් සභාපතිවරයා විසින් වාර්තා කළ යුතුය. එකී බලපත්‍රයේ කොන්දේසි සත්‍ය ලෙසම ඉටු කිරීමේ වගකීම බලපත්‍රලාභී අතිරේක සාමාන්‍යාධිකාරීවරයා වෙත පැවරෙන අතර, බලපත්‍ර කොන්දේසි ඉටු කිරීමට අපොහොසත් වන බලපත්‍රලාභීයා පිළිබඳව සහ බලපත්‍රලාභීයා යටතේ ක්‍රියා කරන නිලධාරීන් සම්බන්ධයෙන් විනයානුකූල පියවර ගැනීමට ද ලංකා විදුලිබල මණ්ඩලයේ අධ්‍යක්ෂ මණ්ඩලය ක්‍රියා කළ යුතුය. තවද, ලංවිම සාමාන්‍යාධිකාරීවරයා, අතිරේක සාමාන්‍යාධිකාරීවරුන් හා නියෝජ්‍ය සාමාන්‍යාධිකාරීවරුන්, අදාළ තනතුරුවලට පත් වීමට පෙර, ඔවුන් කිසියම් වෘත්තීය සමිතියක සාමාජිකත්වය දරන්නේ නම් ඔවුන් එම සාමාජිකත්වයෙන් ඉවත් විය යුතුය.

- XVI. රට තුළ පවතින වියළි කාලගුණික තත්වය හේතුවෙන් රන්ටැඹේ, රන්දෙණිගල වැනි බහු කාර්ය ජලාශවල ජල මට්ටම සීඝ්‍රයෙන් අඩු වී ඇති බැවින් එම ජලාශ වලින් ජල වීදුලිය නිපදවන බලාගාරවල වීදුලි උත්පාදනය මේ වන විට සීමා වී ඇත. කමිටුව මගින් කාලගුණ විද්‍යා දෙපාර්තමේන්තුව වෙතින් වර්ෂාපතනය පිළිබඳ ඉදිරි මාස තුනක් සඳහා වන පුරෝකථන වාර්තා (Probabilistic Forecast of Rainfall) ලබා ගත් අතර, ඒ අනුව පෙනී ගියේ ඉදිරි මාස තුන තුළ ජලාශ ආශ්‍රිත ප්‍රදේශවලට වර්ෂාපතනය ලැබීම ඉතාමත් අඩු වන බවයි. මෙය ජල වීදුලි නිෂ්පාදනය සඳහා දැඩි බලපෑමක් එල්ල කරනු ඇත. එමෙන්ම පවතින වියළි කාලගුණික තත්වය හේතුවෙන් මේ වන විට වීදුලි පරිභෝජනය ද අසාමාන්‍ය ලෙස වැඩි වී ඇත. මෙම තත්වයට මුහුණ දීම සඳහා දැනට ජාතික පද්ධතියෙන් විශ්‍රාම ගන්වා ඇති පෞද්ගලික තාප බලාගාර වන පුත්තලම හෙළ දනව් (මෙ.වො. 100), ඇඹිලිපිටිය ACE Power (මෙ.වො. 100) සහ මාතර ACE Power Generation (මෙ.වො. 25) බලාගාර, ලංවිමට වාසිදායක සුදුසු කොන්දේසි මත ලංකා වීදුලිබල මණ්ඩලය විසින් සම්පූර්ණ වශයෙන් මිලදී ගැනීම හෝ එම බලාගාර මගින් උත්පාදන කරන වීදුලිය ජාතික පද්ධතියට එකතු කිරීමට වෙනත් විකල්ප ක්‍රමයක් හෝ උපයෝගී කරගත යුතුය.
- XVII. ජාතික වීදුලි පද්ධතියේ නඩත්තු කටයුතු පිළිබඳව සහ ක්‍රියාකාරීත්වය පිළිබඳව තොරතුරු ක්‍රමානුකූලව පවත්වා ගෙන යනු ලබන සහ එම නඩත්තු කටයුතු වල ක්‍රියාකාරීත්වය සනාථ කරගත හැකි කළමනාකරණ තොරතුරු පද්ධතියක් (Management Information System) වහාම පිහිටුවීම.
- XVIII. දකුණු ප්‍රදේශය තුළ වීදුලි පද්ධතියේ පවතින වීදුලි අවශ්‍යතාව සලකා හම්බන්නොට වරාය හෝ ගාල්ල වරාය ආශ්‍රිතව තාප වීදුලි බලාගාරයක් නොපමාව ඉදිකළ යුතුය.
- XIX. ලංකා වීදුලිබල මණ්ඩලයේ ජනන හා සම්ප්‍රේෂණ සැලසුම් අංශයේ කළමනාකාරීත්වය වහාම වෙනස් කොට රටේ අවශ්‍යතාවයන් හා පද්ධතියේ දුර්වලතාවයන්වලට විසඳුම් සපයන්නා වූ නව සැලසුම් මාස තුනක් තුළ සකස් කර අවසන් කරන ලෙසට ලංකා වීදුලිබල මණ්ඩලයට නියෝග කිරීම.
- XX. දක්ෂතාවය සහ කාර්ය සාධනය මත පදනම් වූ උසස්වීමේ පටිපාටියක් ලංවිම ප්‍රධාන ඉංජිනේරු තනතුරේ සිට ඉහල තනතුරු දක්වා සහ ඊට සමාන්තර අනෙකුත් සේවාවල ඉහල ශ්‍රේණි සඳහා වහාම හඳුන්වා දීම.
- XXI. පද්ධතිය තුළ මතු වී ඇති VAR (Reactive Power) හිඟයට පිළියම් සෙවීම සඳහා ක්ෂණික හා මධ්‍ය කාලීන පියවර ගැනීම.
- XXII. පුනර්ජනනීය බලශක්ති ප්‍රභවයන්හි දායකත්වය ප්‍රශස්ත ලෙස ජාතික වීදුලිබල පද්ධතියට ලබා ගැනීමේ වැදගත්කම පිළිබඳ කමිටුවේ අවධානය යොමු විය. ඒ අනුව සුළං බලය, සූර්ය බලශක්තිය, ජෛව ස්කන්ධ (Bio Mass) බලශක්තිය සහ දේශීය ස්වභාවික වායු ආදී ප්‍රභව මගින් වීදුලිය ජනනය කිරීම දිරිමත් කිරීමට සහ ඒ හා සම්බන්ධ කාර්මාන්ත දිරිමත් කිරීමට අවශ්‍ය සැලසුම් සහ ක්‍රියාමාර්ග ඇතුළත් ක්‍රියාත්මක සැලසුම් (Action Plans) මාසයක් තුළ ශ්‍රී ලංකා සුනිත්‍ය බලශක්ති අධිකාරිය මගින් අමාත්‍යවරයා වෙත ඉදිරිපත් කළ යුතුය.
- XXIII. පද්ධතියේ ස්ථායීතාව ආරක්ෂා කරගැනීම සඳහා සහ රාජී කාලයේ අධික වීදුලි ඉල්ලුම සපුරාලීමේ අරමුණින් දිගු කාලීන ජනන සැලැස්ම තුළ දැනටමත් හඳුනාගෙන ඇති මෙ.වො. 600ක ධාරිතාවෙන්

යුතු අරණයක ප්‍රදේශයේ ඉදිකිරීමට නියමිත පොම්පාගාර බලාගාරය (Pump Storage) පිළිබඳ කටයුතු කඩිනමින් ආරම්භ කළ යුතුය.

XXIV. විදුලිබල ක්ෂේත්‍රයේ සුවිශේෂී වැදගත්කමක් සහිත සියළුම ජනන බලාගාර, උපපොලවල් සහ වෙනත් ප්‍රධාන ආයතනවල ආරක්ෂාව දැඩි කිරීමට පියවර ගත යුතු අතර, එම සෑම ස්ථානයකටම ආරක්ෂිත කැමරා පද්ධති (CCTV) සවි කර එම මධ්‍යස්ථාන නිරීක්ෂණය කිරීමට එක් මධ්‍යස්ථානයක් ස්ථාපිත කළ යුතුය.

XXV. දැනට කොළඹ සහ අවට ඇතැම් රජයේ සහ පෞද්ගලික ආයතනවල විශාල ප්‍රමාණයේ විදුලි ජනක යන්ත්‍ර අමතර බලශක්ති ප්‍රභව (Backup) ලෙස තබා ගෙන ඇත. තක්සේරු කර ඇති ආකාරයට මෙම ප්‍රමාණය මෙ.වො. 65ට අධිකය. මෙම ධාරිතාව ඉදිරි මාසය තුළ ප්‍රයෝජනයට ගැනීමටත්, ඒ සඳහා ගෙවීම් සිදු කරන ක්‍රමවේදය වහාම හඳුන්වා දීමටත් කටයුතු කළ යුතුය.

XXVI. මෙයට අමතරව දිවයින පුරා පෞද්ගලික නිවාසවල, ව්‍යාපාරික ස්ථානවල හා කර්මාන්ත ශාලාවල සහ හමුදා කඳවුරුවල කුඩා ප්‍රමාණයේ විදුලි ජනක යන්ත්‍ර විශාල ප්‍රමාණයක් අමතර බලශක්ති ප්‍රභව (Backup) ලෙස තබා ගෙන ඇත. දිස්ත්‍රික් ලේකම්වරුන් හා ප්‍රාදේශීය ලේකම්වරුන් මගින් එක් එක් ප්‍රදේශයන්හි ඇති පෞද්ගලික විදුලි ජනක යන්ත්‍ර පිළිබඳව සංගණනයක් වහාම සිදු කර, අවශ්‍ය වුවහොත් එම විදුලි ජනක යන්ත්‍ර ජාතික පද්ධතියට ලබා ගැනීම සඳහා අවශ්‍ය මීටර් සවි කිරීමට සහ ගෙවන ක්‍රමවේදය සකස් කිරීමටත්, ලංකා ඛනිජ තෙල් සංස්ථාව සමග සම්බන්ධීකරණය කර අවශ්‍ය ඉන්ධන ලබා දීමටත් වහාම පියවර ගත යුතුය. මෙමගින් මෙ.වො. 100කට ආසන්න ධාරිතාවක් ලබා ගත හැකි වේ යයි අපේක්ෂා කෙරේ.

- අවසාන පනතරතුරු රැස් කර ගැනීම සඳහා කමිටුව ඉදිරියට පැමිණ සාක්ෂි දුන් සියළු දෙනාට කමිටුව කාර්ය භාරදීමට පළ කරමු.
- කමිටුව රැස්වීමට පැවැත්වීම, මෙම අතුරු වාර්තාව සකස් කිරීම ඇතුළු සියළු කටයුතු සඳහා පාලනයන්ගේ දැක්වූ අමාත්‍යාංශයේ ලේකම්, කමිටුවේ ලේකම් ඇතුළු සියළු දෙනාට කමිටුවේ ස්තුතිය පිළිවෙල වේ.
- මෙම කමිටුවේ අවසන් වාර්තාව මාස තුනක් ඉක්මවීමට මත්තෙන් සකස් කර ඉදිරිපත් කිරීමට කමිටුව ක්‍රියා කරනු ඇත.

රංජිත් සියම්ලාපිටිය  
විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍ය (සභාපති)

සුසිල් ප්‍රේමජයන්ත  
විද්‍යා, තාක්ෂණ හා පර්යේෂණ අමාත්‍ය (සාමාජික)

සායලි වම්පික රණවක  
මහා නගර හා බස්නාහිර සංවර්ධන අමාත්‍ය (සාමාජික)

වන්දිම විරක්කොඩි  
බනිපතෙල් සම්පත් සංවර්ධන අමාත්‍ය (සාමාජික)

සාමල රත්නායක  
නීතිය හා සාමය සහ දක්ෂිණ සංවර්ධන අමාත්‍ය

ඉරාන් වික්‍රමරත්න  
රාජ්‍ය ව්‍යවසාය සංවර්ධන නියෝජ්‍ය අමාත්‍ය (සාමාජික)

අජිත් පී. පෙරේරා  
විදුලිබල හා පුනර්ජනනීය බලශක්ති නියෝජ්‍ය අමාත්‍ය (සාමාජික)

ඩබ්ලිව්.ඩී. හනේගල  
කමිටුවේ ලේකම්

2016 මාර්තු මස 29 දින.

Handwritten signatures of the committee members on a lined background. The signatures are written in black ink and correspond to the names listed on the left side of the page. The names are: R. S. Jayatilaka, S. S. Premadasa, S. A. Liyanage, V. D. Wickramatilleke, S. A. Jayawardena, and I. A. Perera.

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# විදුලිබල මහා සමාජයේ සේවයේ බලයක් පමානය අමාත්‍ය මණ්ඩල සංදේශය

අතිරේක විදුලිබල සංවිකල්ප පවත්වා ගැනීම සඳහා සීමාසහිත ACE Power ඇමිලිපිටිය සමාගම  
අයත් මෙහෙවොඩා 100 ක විදුලි බලාගාරය මිලදී ගැනීම

**1. පසුබිම**

1.1 දැනට දිවයිනේ පවතින නියං කාලගුණ තත්ත්වය නිසා ජල විදුලි නිෂ්පාදනය දැඩි ලෙස සීමා වීමේ නිසා මහජනතාවට අවශ්‍යවන විදුලිය සැපයීම සහතික කිරීම සඳහා අතිරේක විදුලිබල සංවිකල්ප පවත්වා ගැනීම අවශ්‍ය බවත්, ඒ සඳහා දැනට ගිවිසුම් කාලය අවසන් වී ඇති මෙහෙවොඩා 100 ධාරිතාවයකින් යුතු සීමාසහිත හෙලදනව් පුද්ගලික සමාගමට අයත් පුත්තලමේ පිහිටි බලාගාරයත්, සීමාසහිත ACE Power ඇමිලිපිටිය සමාගමට අයත් මෙ.වො. 100 ක ධාරිතාවයකින් යුතු ඇමිලිපිටියේ පිහිටි බලාගාරයත්, සීමාසහිත ACE Power Generation මාතර සමාගමට අයත් මෙහෙවොඩා 25 ක ධාරිතාවයකින් යුතු මාතර පිහිටි බලාගාරයත් මිලදී ගැනීමට ලංකා විදුලි මණ්ඩලයට බලය පැවරීමට 2016.03.23 දින රැස්වූ අමාත්‍ය මණ්ඩලය තීරණය කරන ලදී. මෙම ගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුවක් සහ තාක්ෂණික උපකමිටුවක් පත් කිරීමටද අමාත්‍ය මණ්ඩලය විසින් තීරණය කර ඇත.

**2. විස්තරය**

2.1 මේ අනුව අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුව සහ තාක්ෂණික උපකමිටුව මුදල් දෙපාර්තමේන්තුව විසින් පත් කර ඇත. අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුව මගින් ඉහත සඳහන් සමාගම් 3 න් මිල ගෙවන ලදී. අදාළ මිල ගණන් පහත සඳහන් වේ.

සමාගම	මිල ගණන්
සීමාසහිත ACE Power ඇමිලිපිටිය සමාගම	USD 17,000,000.00
සීමාසහිත ACE Power Generation මාතර සමාගම	USD 4,980,000.00
සීමාසහිත හෙලදනව් පුද්ගලික සමාගම	USD 19,750,000.00

පුත්තලමේ පිහිටි හෙලදනව් විදුලි බලාගාරයේ මකාටස් ගලවා ඇති බැවින් එම බලාගාරය නැවත ගොඩනගනු ලබන තත්ත්වයට පත් කිරීම සඳහා මාස 2 - 3 ක පමණ කාලයක් ගත වන බව අදාළ සමාගම දැනුම් දී ඇත. මේ නිසා මෙම බලාගාරය ඉදිරි සති 2 - 3 තුළ ඇති වන විදුලි හිඟයට පිළියමක් නොවන බැවින් ඒ පිළිබඳව ඉදිරි සතියේදී සාකච්ඡා කිරීමට සාකච්ඡා සම්මුති කමිටුව තීරණය කරන ලදී. එමෙන්ම මාතර පිහිටි සීමාසහිත ACE Power Generation මාතර බලාගාරය විදුලිය ජනනය කිරීමේ මට්ටමට ප්‍රතිසංස්කරණය කිරීම සඳහා සති කිහිපයක් ගත වන බවට වාර්තා කර ඇති බැවින් මෙම බලාගාරයද ඉදිරි සති 2 - 3 තුළ ඇති වන විදුලි හිඟයට පිළියමක් ලෙස යොදා ගත නොහැක. මේ නිසා ප්‍රමුඛතා

පදනම මත අ...  
මණ්ඩල සාක...  
නිර්දේශය අම...  
  
2. සීමාසහිත ACE...  
ක මිලක් ඉ...  
තක්සේරුකර...  
නිෂ්පාදනය ස...  
කරන ලදී. මෙ...  
විදුලිබල මණ...  
විදුලිය මිලදී...  
තුලදී විදුලිය...  
බලය පැවරී...  
බලයක් නො...  
කරන ලදී.  
  
3. කෙසේ වුවද...  
2016.03.23...  
හා 2.2 ඡේද...  
සලකා ඉදිරි...  
විසුමක් මෙ...  
ගැනීම සඳහ...  
කරන ලදී.  
මණ්ඩලය ම...  
මිලදී ගැනීම...  
විදුලිය මිලදී...  
  
මේ අනුව...  
2003.05.09...  
මණ්ඩලය...  
වට්ටමක්...  
කොන්දේසි...  
ගිවිසුමකට...  
එදින සිට...  
එකඟ විය...  
පත් කළ ස...

A. K. H.

5.5.10/11

28  
32

පදනම මත ඇඹිලිපිටිය බලාගාරය මිලදී ගැනීම සඳහා තාක්ෂණික ඇගයීම් කමිටුව සහ අමාත්‍ය මණ්ඩල සාකච්ඡා සම්මුති කමිටුව ඒකාබද්ධව කමිටුවක් වශයෙන් කටයුතු කර කඩිනමින් අදාළ නිර්දේශය අමාත්‍ය මණ්ඩලයේ සලකා බැලීම සඳහා ඉදිරිපත් කිරීමට තීරණය කරන ලදී.

2 සීමාසහිත ACE Power ඇඹිලිපිටිය සමාගම විසින් ඊළඟ බලාගාරය සඳහා ඇ.ඒ.ඒ.මොලර් මිලියන 17 ක මිලක් ඉදිරිපත් කරන ලදී. බලාගාරයේ වටිනාකම නිශ්චය කිරීම සඳහා රජයේ ප්‍රධාන තක්සේරුකරුවෙහි තක්සේරුවක් ලබා ගැනීමටත්, බලාගාරයේ වත්මන් තත්වය පිළිබඳව යන්ත්‍ර නිෂ්පාදනය කළ සමාගමෙන් තත්ත්ව වාර්තාවක් ලබා ගැනීමටත් සාකච්ඡා සම්මුති කමිටුව තීරණය කරන ලදී. මේ සඳහා සති කිහිපයක් කල්ගත වන බැවින් කඩිනමින් විදුලිය මිලදී ගැනීම සඳහා ලංකා විදුලිබල මණ්ඩලය සමඟ මෙම සමාගම අත්සන් කර දැනට කල් ඉකුත් වී ඇති 2003.05.09 දිනැති විදුලිය මිලදී ගැනීමේ ගිවිසුම පදනම් කර ගෙන විදුලිය මිලදී ගැනීම තුළින් ඉතා කඩිනමින් ඉදිරි සතිය තුළදී විදුලිය මිලදී ගැනීම සුදුසු යැයි සාකච්ඡා සම්මුති කමිටුව විසින් තීරණය කරන ලදී. කමිටුවට බලය පැවරී ඇත්තේ බලාගාරය මිලදී ගැනීමට බැවින් බලාගාරයෙන් විදුලිය මිලදී ගැනීමට කමිටුවට බලයක් නොමැති බැවින් ඒ සඳහා අමාත්‍ය මණ්ඩලයේ ආවරණ අනුමැතිය ලබා ගැනීමට තීරණය කරන ලදී.

3 කෙසේ වුවද මා විසින් 2016.03.18 දිනැතිව කරන ලද යෝජනා සලකා බැලූ අමාත්‍ය මණ්ඩලය විසින් 2016.03.23 දින අනුමැතිය ලබා දී ඇත්තේ බලාගාර මිලදී ගැනීම සඳහා පියවර ගැනීමටය. ඉහත 2.1 හා 2.2 ඡේදවල විස්තර කර ඇති පරිදි බලාගාර මිලදී ගැනීම සඳහා ගතවන දීර්ඝ කාලය පිළිබඳව සලකා ඉදිරි සති 2-3 තුළදී ඇති වන විදුලි හිඟය මහඟරවා ගැනීමට කෙටි කාලීන, කඩිනම් අත්‍යවශ්‍ය විසඳුමක් ලෙස සීමාසහිත ACE Power (Embilipitiya) සමාගමෙන් මාස 03ක කාලයකට විදුලිය මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට තාක්ෂණික ඇගයීම් කමිටුව හා සාකච්ඡා සම්මුති කමිටුව තීරණය කරන ලදී. නමුත් මාස තුනක් (03) වැනි කෙටි කාලයක් සඳහා බලාගාරය ක්‍රියාත්මක කිරීමට කාර්ය මණ්ඩලය බඳවා ගැනීමට නොහැකි බැවින් අඩු වශයෙන් වසරක කොන්ත්‍රාත් කාලයක් සඳහා විදුලිය මිලදී ගැනීම සලකා බලන ලෙස සමාගම විසින් ඉල්ලා ඇති අතර ඒ අනුව වසරක කාලයක් සඳහා විදුලිය මිලදී ගැනීම සුදුසු බවට තීරණය කර ඇත.

මේ අනුව සමාගම සහ සාකච්ඡා සම්මුති කමිටුව ඉහත සඳහන් කළ දැනට කල් ඉකුත් වී ඇති 2003.05.09 දිනැති ගිවිසුමට සහ පසුව එයට කරන ලද සංශෝධන වලට අනුව ලංකා විදුලිබල මණ්ඩලය විසින් ගිවිසුම බලාත්මකව තිබූ අවසාන මාසයේදී ගෙවන ලද ධාරිතා ගාස්තුව 5% ක වට්ටමක් සහිතව වසරක කාලයක් සඳහා ගෙවීමටත් අනෙකුත් විචල්‍ය ගාස්තු ගිවිසුමේ ඇති කොන්දේසි ප්‍රකාරව ගෙවීමටත් එකඟ විය. එමෙන්ම වර්ෂයක කාලයකට විදුලිය මිලදී ගැනීමේ ගිවිසුමකට එළැඹුණද එම කාලය ඇතුළතදී බලාගාරය මිලදී ගැනීම සඳහා දෙපාර්ශ්වය එකඟ වුවහොත් එදින සිට ගිවිසුම අවසන් කර බලාගාරය ලංකා විදුලිබල මණ්ඩලය වෙත පැවරීමටද දෙපාර්ශ්වය එකඟ විය. අවසන් වරට ගෙවන ලද මිල හා සංශෝධන මිල ගණන් පහත පරිදි වේ. අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටු සටහන් මේ සමඟ අමුණා ඇත. (ඇමුණුම 01)

ලස සීමා  
ලිබල සා  
ගාවොට  
ම පිහිටි  
ධාරිතාව  
මොගමට  
ප්‍රංකා විදු  
දී. මෙම  
ණික ඇ  
කමිටුව ර  
ච්ඡා සම්  
හත සඳහ  
රවක යථ  
ම දී ඇත.  
බැවින් ඒ  
ම මාතර  
මට්ටමට  
ප්‍රාගාරයද  
ප්‍රමුඛතා



**Procurement of Emergency Power form Ace Power Embilipitiya (Pvt) Ltd. 100MW Power Plant**

		Original PPA Rates for the 10th year	Unit Price paid in 2015 April	Rates Negotiated by CANC (with 5% discount)	Unit Price that should be paid using negotiated rates for 2016 Feb
Final Operation	15-Apr				
MIGAE GWh	697				
Capacity Charge					
Escalable (Fixed O&M)	\$/kWh	0.0017	0.002254333	0.001615	0.002133339
Non-escalable (ROE)	\$/kWh	0.0066	0.0066	0.00627	0.00627
<b>Total capacity charge</b>	\$/kWh		<b>0.008854333</b>		<b>0.008403339</b>
Energy Charge					
Fuel (calorific value & density of fuel based on 2015 April)	Rs/kWh		19.79439		19.79439
Fuel transport *	Rs/kWh	0.2726	0.27265	0.27265	0.27265
Non-fuel	\$/kWh	0.0064	0.008486899	0.0064	0.008454097
<b>Total energy charge</b>	Rs./kWh		<b>21.19495</b>		<b>21.28734662</b>
<b>Total (Capacity +Energy)</b>	Rs/kWh		<b>22.37169</b>		<b>22.50032652</b>
Currency conversion (Rs/US\$)			132.9		144.345
<b>USCPI</b>			<b>238.031</b>		<b>237.111</b>

Negotiation Meeting held on 2016-03-29 at 13.00hrs at the office of the Secretary, MOPRE

\*Fuel Transport Rate to be based on CPC rates when Fuel is supplied from Hambanthota port.

\*\*The increase in Unit price is due to increase in USD exchange rate.

**3. යෝජනා**

අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා සම්මුති කමිටුවේ නිර්දේශ සමඟ මා එකඟ වන අතර උද්ගතව ඇති හදිසි විදුලි නිඟය මග හරවා ගෙන රට තුළ විදුලිය සැපයීම අඛණ්ඩව පවත්වා ගැනීම සඳහා පහත සඳහන් යෝජනා අමාත්‍ය මණ්ඩලයේ සලකා බැලීම සඳහා ඉදිරිපත් කරමි.





8.21



ඇමුණුම 17

29 APR 2016

ටෙන්ඩර් අංශය

අමාත්‍ය මණ්ඩල කාර්යාලය  
அமைச்சரவை அலுவலகம்

OFFICE OF THE CABINET OF MINISTERS

CABINET DECISION

අමාත්‍ය මණ්ඩල තීරණය      அமைச்சரவைத் தீர்மானம்

මගින් : ජනාධිපති ලේකම්.  
ජාතික ප්‍රතිපත්ති හා  
ආර්.ක. ලේකම්.  
මුදල් ලේකම්.  
මහානගර හා බස්නාහිර සං.ලේකම්.  
විගණකාධිපති.

මගේ අංකය: අමප/16/0582/702/025  
2016 අප්‍රේල් මස 07 දින



මූලාශ්‍රය : අග්‍රාමාත්‍ය ලේකම්.  
විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්.

හදිසි විදුලිබලය ලබාගැනීම

(ගරු අග්‍රාමාත්‍යතුමා ඉදිරිපත් කළ 2016-03-29 දිනැති අමාත්‍ය මණ්ඩල සටහන)

2016 මාර්තු මස 30 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තිබූ කාරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

ඩබ්ලිව්.එම්.ඩී.ජේ.ප්‍රනාන්දු  
අතිරේක ලේකම්.

අ.කලේ/එස්.අබේසිංහ  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) රැස්වීමේදී සභාගත කළ පත්‍රිකා:

54. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 16/0582/702/025 වූ, “හදිසි විදුලිබලය ලබාගැනීම” යන මැයෙන් අග්‍රාමාත්‍යතුමා ඉදිරිපත් කළ 2016-03-29 දිනැති අමාත්‍ය මණ්ඩල සටහන - ඉහත සටහන අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 16/0530/727/013 වූ, “ඉදිරියේදී ඇති විය හැකි නියං කාලගුණයට මුහුණ දීම සඳහා හදිසි විදුලිබල ධාරිතාවක් (Emergency Power) පවත්වා ගැනීම” යන මැයෙන් විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2016-03-22 දිනැති සංදේශය පිළිබඳව පසුව ලැබුණු, මහානගර හා බස්නාහිර සංවර්ධන ඇමතිතුමාගේ 2016-03-27 දිනැති නිරීක්ෂණ සමඟ සලකා බලන ලදී. මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, පහත සඳහන් පරිදි තීරණය කරන ලදී:

S.S.12

- (i) ගරු අග්‍රාමාත්‍යතුමාගේ 2016-03-29 දිනැති ඉහත සටහනේ අවසන් ඡේදයේ දක්වා ඇති පරිදි, එතුමා සභාපතිත්වය දරන ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය මණ්ඩල කාරක සභාව විසින් 2016-03-29 දින පැවැත්වුණු සිය රැස්වීමේදී එළැඹුණු තීරණයට එකඟතාව ලබා දීම; සහ
- (ii) විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2016-03-22 දිනැති ඉහත සංදේශය පිළිබඳව මහානගර හා බස්නාහිර සංවර්ධන ඇමතිතුමා ඉදිරිපත් කරනු ලැබ ඇති නිරීක්ෂණ සැලකිල්ලට ගෙන, අවශ්‍ය යැයි තීරණය කරනු ලබන කරුණු සම්බන්ධයෙන් යෝග්‍ය ක්‍රියාමාර්ග ගන්නා ලෙස විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමාගෙන් ඉල්ලා සිටීම.

තවද, මෙම තීරණය සම්මත කරනු ලැබූ සේ සැලකීමටත්, ඒ අනුව අවශ්‍ය කටයුතු සඳහා අදාළ බලධාරීන් වෙත මෙම තීරණය දන්වා යැවීම සඳහා අමාත්‍ය මණ්ඩලයේ ලේකම්ට බලය පැවරීමටත් තීරණය කරන ලදී.

**ක්‍රියා කළ යුතු:** අග්‍රාමාත්‍ය ලේකම් - මහානගර හා බස්නාහිර සංවර්ධන ඇමතිතුමාගේ ඉහත නිරීක්ෂණ යා කොට ඇත.

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

**පිටපත්:** ජනාධිපති ලේකම් - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

මුදල් අමාත්‍යාංශය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

මහානගර හා බස්නාහිර සංවර්ධන අමාත්‍යාංශය - ගරු ඇමතිතුමාගේ අවධානයට යොමු කිරීම පිණිස - ඉහත සටහනේ පිටපතක් යා කොට ඇත.

TAXE  
DATE 06/04/16  
TIME 15:00

අලු අංක 18

Office of the Deputy General Manager (System Control)  
Ceylon Electricity Board  
Kent Road  
COLOMBO 00900

Date: April 5, 2016

My Ref: DGM/SYC/TCH/01

AGM(Tr)

**Dispatch of ACE Embilipitiya plant**

This refers to the Deputy chairman of ACE Power Embilipitiya(Pvt) Ltd's letter No APE/CEB dated 4<sup>th</sup> April, 2016 addressed to General manager(CEB) regarding the above matter and the instruction given by you endorsing on the same letter.

Based on your instruction, ACE Embilipitiya test run operation has been facilitated on 05<sup>th</sup> April, 2016. Once, the plant is made available it is expected to dispatch the plant as per the system requirement. Plant will be dispatched based on the unit production cost in April 2015 prior to the retirement, until the new unit price is formally informed. The fuel requirement for plant operation has been already informed to CPC. Further, as per GMs instruction, it was informed to allocate the fuel stocks which had been previously reserved for Barge mounted plant to ACE Embilipitiya plant due to the limited fuel stocks available at CPC.

It is also to be noted that, we might be compelled to violate merit order as plant will be dispatched for the Southern system requirement while overcoming transmission network constraints. Further, with the addition of ACE Embilipitiya generation, it is expected to restrict S'Wew and Laxapana generation to avoid current excessive drawdown.

This is for your information please.



H.D.S Thimothies  
Deputy General Manager  
System Control

Copy to:

- 1 Secretary(P & RE)
- 2 Chairman(CEB)
- 3 GM(CEB)
- 4 DGM(EP)

5.5.13

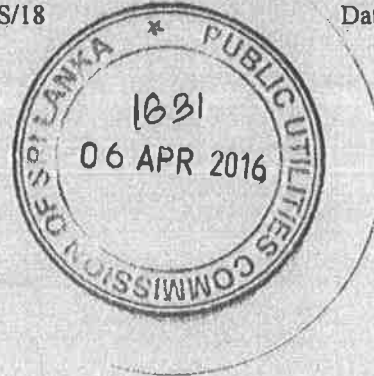


Your ref:

My ref: AGM(CS)/CS/18

Date: April 5, 2016

Director General  
Public Utilities Commission of Sri Lanka  
6<sup>th</sup> Floor, BOC Merchant Tower  
No.28, St, Michael's Road,  
Colombo 3.



Dear Sir:

### Procurement of Electricity on Short Term Basis

Due to the prevailing emergency conditions resulting from the failure of two 250 MVA 220kV/132 kV Transformers and the restrictions imposed for discharges of water at Rantembe, there is a shortage of capacity in the network. These restrictions have therefore resulted in a level of increased unreliability for supply of uninterrupted electricity to all the consumers in the country.

Under the above circumstances, the Cabinet of Ministers at its meeting held on 30th March 2016 has decided to purchase electricity on Short Term Basis through International Competitive Bidding (Total Capacity - 55 MW).

Accordingly a request is made hereby to grant permission for this emergency Electricity Power procurement under Section 43 4(c) (ii) of Sri Lanka Electricity Act.

The decision of the Cabinet of Ministers as referred to above and the draft Request for Proposal (RFP) are annexed herewith.

Yours faithfully,

Sgd. M.C. Wickramasekara  
General Manager  
Ceylon Electricity Board  
Responsible Person under License No. EL/T/09/002

Eng. D.K.B.S. Tilakasena  
Additional General Manager  
(Corporate Strategy)

*Rprocurement of electricity Sapril*

Copy: AGM Transmission  
DGM (CS&RA)

*Lawyer  
Prasad  
Counsel  
06/09/16*



PUC/LI/TL/2016/12

April 11, 2016

Eng. M. C. Wickramasekara  
Authorized officer for Licensee: EL/T/09-002  
General Manager  
Ceylon Electricity Board  
3<sup>rd</sup> Floor, No 50,  
Sir Chittampalam A Gardiner Mawatha  
Colombo 02.

Dear Sir,

**Purchase Electricity on Short Term basis through International Competitive Bidding (Total Capacity- 55MW)**

Reference is made to your letter addressed to the Director General, dated, April 05, 2016, regarding Purchasing of Electricity on Short Term basis through International Competitive Bidding (Total Capacity- 55MW).

Please note the Commission has observed that even though, you have recognized the requirement of an additional generation capacity in your letter dated April 05, 2016, the same is not been adequately justified to the Commission.

Hence, you are requested to attend a meeting at 3.00 pm on April 11, 2016 at the office of the Commission to discuss regarding the said matter. Please direct relevant officers to attend.

Thank you.

Sincerely,



Damitha Kumarasinghe  
Director General

AGM(CS)/CS/18

PUC/LI/TL/2016/17

April 22, 2016

Eng. M. C. Wickramasekara  
Authorized officer for Licensee: EL/T/09-002  
General Manager  
Ceylon Electricity Board  
3<sup>rd</sup> Floor, No 50,  
Sir Chittampalam A Gardiner Mawatha  
Colombo 02.

**Procurement of Electricity on Short Term Basis**

This refers to your letter dated April 05, 2016 on the above (*Annex I*).

The Public Utilities Commission of Sri Lanka (the Commission) considered the following documents in considering the request made vide aforesaid letter,

- a. Minutes of the meeting held on April 11, 2016, regarding Procurement of Electricity on Short Term Basis (*Annex II*).
- b. Transmission Licensee's letter dated April 19, 2016 -sent by Additional General Manager- Corporate Strategy, regarding Procurement of Electricity on Short Term Basis (*Annex III*).
- c. Report dated March 28, 2016 submitted by the Transmission Licensee to the Cabinet Committee on Economic Management submitted through Transmission Licensee's letter dated April 19, 2016, -sent by Deputy General Manager- Corporate Strategy (*Annex IV*).
- d. Transmission Licensee's letter dated April 01, 2016, regarding Procurement of Electricity Power from ACE Power Embilipitiya (Pvt) Limited (*Annex V*).
- e. Power Purchase Agreement dated April 6, 2016, between the Ceylon Electricity Board and ACE Power Embilipitiya (Pvt) Limited (*Annex VI*).

The Commission observed that the provisions under section 43 (4) (c) (ii) of the Sri Lanka Electricity Act (SLEA) which is applicable on any procurement of Electricity, has been violated in this particular process of procurement.

- 1) The requested emergency power plants are not provided for in the Least Cost Long Term Generation Expansion Plan.
- 2) Approval of the Commission needs to be obtained prior to submitting such proposal to the Cabinet of Ministers for approval

Further, the Commission has made the following observations with regard to the requested emergency power plants.

- 1) Transmission Licensee's report dated March 28, 2016 submitted to Cabinet Committee on Economic Management justifies the requirement of 55MW of emergency power on the following basis (please refer page no. 7 of the report).

Capacity	Location of generator- Grid Substation	Location in the map of the Transmission System (Annex III of Transmission Licensee's report dated March 28, 2016)
95MW	Embilipitiya, Beliatta, Matara, New Galle, Hambantota	Block 1
40MW	Ukuwela, Kurunegala, Pallekele, Naula, Habarana	Block 2

- 2) In the submissions made to the Commission under letter dated April 19, 2016 the requirement is identified as,

Capacity	Location of generator	Location in the map of the Transmission System
20MW	Hambantota	Block 1
15MW	Galle	Block 1
20MW	Habarana	Block 2

- 3) Ace Power Embilipitiya power station has already been procured by the Transmission Licensee through Power Purchase Agreement (PPA) entered into on April 6, 2016.
- 4) Capacity of the Ace Power Embilipitiya power station as per the PPA and the Cabinet approval received is 100MW (Cabinet Decision dated March 30, 2016).
- 5) Hence, there is a mismatch of information between the report submitted to the Cabinet Committee on Economic Management on which the Cabinet of Ministers has arrived at their decision regarding the purchase of emergency power and, the submissions made to the Commission seeking approval for procurement of the said emergency power as depicted in the table below.



	Southern System (Block 1)	Central System (Block 2)	Total
Report submitted to Cabinet Committee on Economic Management dated 28/03/16	95MW	40MW	135MW
Power Purchase Agreement dated April 6, 2016 and submissions made to the Commission on April 5, 2016 and April 19, 2016	135MW	20MW	155MW
Additional capacity requested by the Ceylon Electricity Board beyond the capacity justified to the Cabinet of Ministers and Cabinet Committee on Economic Management			20MW

- 6) Therefore, Commission is of the view that the Cabinet approval related to procurement of emergency power is not matching with the implementation plan submitted to the Commission by the Transmission Licensee.
- 7) Transmission Licensee's Letter dated April 19, 2016 has ignored the fact that ACE Power Embilipitiya power station (100 MW) is already connected to the grid and the capacity of that power station is greater than the capacity identified for Block 1 in the report dated March 28, 2016.
- 8) The Transmission Licensee's letter dated April 19, 2016 states that 35MW of emergency power over and above ACE Power Embilipitiya power station is required to build up Samanalawewa Reservoir level until next rain season which is expected in early June this year. This contradicts the rationale given in the report dated March 28, 2016 by the Transmission Licensee.
- 9) Both Communications; the letter dated April 19, 2016 and the report dated March 28, 2016 state that Samanalawewa power station will reach Minimum Operating Level (MOL) by May 24, 2016 if no emergency generation is connected. However the report dated March 28 2016 accepts that 95MW in the Block 1 is sufficient to resolve this issue. The Transmission Licensee has ignored the fact that ACE Power Embilipitiya power station (100 MW) is already connected.
- 10) Transmission Licensee's report submitted to the Cabinet Committee on Economic Management dated March 28, 2016 states that 40 MW of emergency power required in the Block 2, whereas the requirement of only 20MW is stated in the letter dated April 19, 2016.
- 11) The Commission also noted that
  - I. There were no power cuts in Block 1 or Block 2 during the two weeks leading to April 11, 2016 (Minutes of the meeting held on April 11, 2016)
  - II. The Ambalangoda- Galle transmission line is not being used to feed Southern Grid and kept idling. (Minutes of the meeting held on April 11, 2016)



- III. Even though Transmission Licensee's letter dated April 05, 2016 states that two 250MVA, 220 / 132 KV transformers are not available, only one 250MVA transformer is out of order. The information provided is inaccurate and misleading.
- IV. Ukuwela power station and Bowatenna power station has been operated for the peak during last two weeks (Daily Generation Summary submitted by System Control, Ceylon Electricity Board)
- 12) Further 380MW capacity has been added to the system, based on water release from Rantambe power station has been already started (Minutes of the meeting held on April 11, 2016).
- 13) Kukule Ganga power station is in operation for the peak during last two weeks and hence, Amabalangoda- Galle transmission line could be operated. (Daily Generation Summary submitted by System Control, Ceylon Electricity Board)
- 14) Energy being available but cannot be delivered due to periodic transmission constraints, cannot be considered as an emergency.

Therefore, on the basis of the above observations, the Commission is of the view that,

- a. The provisions under Section 43 (4) (c) (ii) of the Sri Lanka Electricity Act has been violated.
- b. The Transmission Licensee has not adequately justified the requirement of emergency power.
- c. The submission made to the Commission by the Transmission Licensee on the requirement of emergency power is different to what was made to the Cabinet Committee on Economic Management, on which the Cabinet of Ministers has arrived at their decision.

Hence, the Commission decided not to grant permission for the procurement emergency electricity power (55 MW) as requested vide your letter dated April 5, 2016.



Saliya Mathew  
Chairman

CC: Hon. Minister of National Policies and Economic Affairs  
Hon. Minister of Power and Renewable Energy  
Hon. Deputy Minister of Power and Renewable Energy  
Secretary to the Prime Minister  
Secretary, Ministry of National Policies and Economic Affairs  
Secretary, Ministry of Power and Renewable Energy  
Chairman, Ceylon Electricity Board

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இலங்கை மின்சார சபை  
CEYLON ELECTRICITY BOARD



Your ref: PUC/LI/TL/2016/17

My ref: GM/542

Date : May 02, 2016

අමුණුම 22

Director General  
Public Utilities Commission of Sri Lanka  
6<sup>th</sup> Floor, BOC Merchant Tower  
No. 28, St Michael's Road  
Colombo 03



Dear Sir

**Procurement of Electricity on Short Term Basis**

This has reference your letter dated 2016-04-22 declining to grant permission for the procurement of emergency electricity power (55MW) as per our request made on 2016-04-05.

In your above letter, you have cited 03 main reasons (as summarized below) for arriving at your decision:

- (a) Violation of Section 43 (4) (c) (ii) of the Sri Lanka Electricity Act due to;
  - (I) Emergency plant not being provided in the Least Cost Long Term Generation Expansion Plan (LTGEP)
  - (II) Not obtaining approval of the Commission, prior to submitting the Cabinet proposal.
- (b) Not adequately justifying the requirement of emergency power;
- (c) Submission made to the Commission is different to the submission made to the Cabinet Committee on Economic Management.

Additionally, you have listed 14 more observations most of which we believe are made by the Commission due to misunderstanding of the related matters and/or due to not giving adequate consideration to the practical situation all of which cannot be expressed in a written submission. Our expectation was the empathy and support of the Commission to the efforts of Hon. Prime Minister, Cabinet Ministers, Ministry of Power & Renewable Energy and Transmission Licensee (TL) to get over the emergency situation and maintain uninterrupted supply in the country.

We wish to give our comments/clarifications to each of the above main 03 items as follows:

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(1) Emergency plant not being provided in the Least Cost Long Term Generation Expansion Plan (LTGEP)

As the name implies, Long Term Generation Expansion Plans are rolling plans taking into consideration the long term generation expansion requirements of the country. It takes a long term view with the planning horizon being 20 years and it plans for generation capacity expansions and not short term emergency additions, which are only short term stop gap measures not added to the permanent installed capacity. Though LTGP considers different probable scenarios, LTGEP cannot plan ahead for all possible contingencies or emergency situations. LTGEP is our "Primary" plan on generation expansion. However, while we have a primary plan, we need to prepare short term plans for contingencies and emergencies as and when we see such situations in the horizon. You may recall the long process that is laid down prior to giving approval to the LTGEP, including public hearing. You will no doubt acknowledge and understand how impractical it is under the context to follow this procedure to include short term contingency plans and emergency plans too to LTGEP after an emergency and contingency situation is noted.

It needs to be reiterated that although the system has adequate installed capacity, there are many restrictions, both natural and other external factors beyond the control of the CEB (such as limitations due to curtailment of water releases by other agencies), where situations arise that CEB cannot dispatch these plants to meet the demand.

Therefore, the proposed emergency generation capacity should not be considered as installation of additional generation capacity, but as short term substitutes for the existing power plants. For example, emergency generation capacity proposed at Habarana area, would not be needed if the generators at Ukuwela and Bowatenna are allowed to be freely dispatched, as done under normal circumstances; hence, the proposed emergency generation should be considered as short term substitutes to the unavailable generation from Ukuwela and Bowatenna power stations. Even today we are compelled to impose power shedding in some location in Habarana area.

With the above comments/clarifications/explanation, we presume that the Commission has adequate knowledge and information for it to justify the requirement of short term substitute capacity.

(2) Not obtaining the approval of the Commission prior to submitting the Cabinet Proposal

I invite your attention to the following timeline of activities followed by different institutions in reacting to the emergency situation:

- (I) On 2016-03-22, just 04 days after the failure of the second 220/132kV transformer in the system (at Kotugoda), Hon. Minister of Power & Renewable Energy submits a Cabinet paper, citing Meteorological Department of an incoming drought and the need for emergency power on short term and medium term basis.
- (II) On 2016-03-23, within one day of submitting the Cabinet Paper the Cabinet took this matter as a matter of priority, and after detailed discussions, decided to refer this to the Committee on Economic Management.
- (III) On the same day the Economic Management Committee met and discussed the issue seriously and decided to call a further report from CEB.

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- (IV) On 2016-03-28, Transmission Licensee submits a report (your ANNEX IV), to Committee on Economic Management headed by Hon. Prime Minister, analyzing the situation beyond what was captured in the Cabinet paper.
- (V) On 2016-03-29, within just 01 day, Hon. Prime Minister sends a note to the Cabinet, indicating the need to procure 55MW of emergency power.
- (VI) On 2016-03-30, within just 01 day, the Cabinet gave approval to procure 55MW of emergency power.
- (VII) On 2016-03-30, on the same day, Secretary to the Cabinet of Ministers issues the Cabinet decision under "Urgent" attention due to the urgent nature of the matter.
- (VIII) On 2016-04-12, CAPC decides to award the tender to enter in to a power purchasing agreement for Supply of 55MA of Power (Hambanthota - 20MW/ Valachchanai - 20MW/ Old Galle - 15MW) on short term basis to APR Energy LLC, but cancelled on 2016-04-21, after the Commission declined to give the approval.
- (IX) On 2016-04-05, CEB writes to the Commission (ANNEX I), requesting permission to the said procurement.
- (X) On 2016-04-22, the Commission replies back, rejecting the approval.

As you have stated in your reply, it is correct to say that there is a "procedural" requirement to obtain the approval of the Commission prior to submitting the Cabinet paper. However, the procedure was followed on fast-track basis to avoid power cuts to the public and within 14 days from the arising of the emergency situation the request was made to the Commission for approval.

You will no doubt appreciate that every institution/official, including the Commission, understanding the gravity of the situation, worked hard despite intervening New Year Holidays with a common objective of over-coming difficult situations which may arise due to unforeseen weather conditions. Otherwise no one can imagine the Cabinet and Economic Committee to have several meetings within few days on this. They never considered the decision making sequence in crises situations is important.

Consideration given by the Commission in similar situations to grant approval for ACE (Embilipitiya) power plant needs to be mentioned with appreciation and similar treatment was expected to grant the covering approval of the Commission, giving due consideration to the extremely tight situation as mentioned above.

(3) Not adequately justifying the requirement of emergency power

As indicated above, the main justification for the requirement of emergency power is the restriction of generation due to external factors due to which related transmission restrictions also come into play. For example, due to the inability to dispatch Ukuwela power plant energy flow in Anuradhapura/Habarana line would increase which may eventually lead to overloading of the line.

With regard to the expected requirement of the Southern system, it appears that there is a misunderstanding with regard to the anticipated plant capacity requirement, proposed in the CEB report to the Cabinet Sub-Committee on Economic Management.

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It needs to be appreciated that the capacity of ACE (Embilipitiya) plant is identified as 100MW, but this is only the nameplate rating of the power plant, which also appeared in the original Power Purchase Agreement (PPA). In fact, even in the original PPA, plant was expected to generate at 80% plant factor and it is not unreasonable for CEB to assume that the dispatchable capacity from this plant, to be 80MW giving consideration that the plant is more than 10 years old and was out of operation for almost 01 year. This assumption is almost proven correct as the maximum capacity declared by ACE (Embilipitiya) generation after 03 weeks of commencement of generation is only 67MW.

(4) Submission made to the Commission on the requirement of emergency power is different to the submission made to the Cabinet Committee on Economic Management

CEB has made 02 submissions to the Commission dated 2016-04-05. In both submissions, we have clearly stated the requirement as 55MW. The same is consistent with the submission made to the Cabinet Committee on Economic Management. Thus, we cannot see any inconsistency.

We see that the table produced under Item 5 of your observations is not accurate in stating that there is a 20MW difference. As tabulated in the 2<sup>nd</sup> row of the table, we have never indicated in any of our correspondences that the requirement in the Southern System (Block 1) is 135MW. Please see below the relevant sections from our submission dated 2016-04-19 where the total Block 1 requirement is estimated as 80MW + 35MW.

Quote .....

**“On the presumption that at least 80MW ACE (Embilipitiya) is available, an additional emergency generation injection of about 35MW for 03 months, would be able to build up Samanawewa levels until next rainy season. An extension to 03 months period may be required in the next monsoon fall altogether (a scenario that cannot be foreseen now).”**

.....Unquote

With respect to your other observation, we wish to clarify further as follows:

- a) Cabinet approval has been granted for the procurement of 55MW. It is acknowledged that locations indicated in CEB's report to Cabinet Sub-committee and locations later indicated for procurement were different. This is mainly due the fact that emergency conditions are “dynamic” and as a result, the locations may change with time. In fact, the plants may even be re-located to different locations depending on the conditions, which is the very nature of emergency conditions. To explain further on the very specific situation leading to change of location between the time of preparation of CEB's report to Cabinet Sub-committee and time of inviting bids, ACE Power (Embilipitiya) was procured with anticipated capacity of 80MW, only about 30MW could be made available for dispatch. This shortage created uncertainty on the requirement of drawdown from Samanawewa, so it was considered prudent to divert more capacity to the Southern region. In fact even as of today, the maximum available from ACE Power (Matara) is 67MW, which is still shorter than anticipated 80MW. Also, with some rainfall in Kotmale area, more flexibility of generation from Ukuwela & Bowatenna was anticipated thus, it made diversion of capacity originally intended for Habarana was “affordable”.

6.2 = 35MW

8.7 = 40

10 =

21 MW by 12M

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The idea of maintaining an emergency power capacity is to use in an unexpected time and unexpected location. Maintaining such emergency mobile power capacity will also improve energy security. Based on the experience of last few months, The Ministry of the Power and Renewable Energy has directed the CEB to purchase and maintain a mobile emergency power capacity and manage by the proposed Disaster Management Unit. The CEB has already started the process to purchase about 50MW of mobile power units for use in future crises situations.

Hence, the proposed procurement for 03 months is a stopgap measure until CEB procures its own mobile fleet on permanent basis. This procurement would also facilitate improving supply security.

I therefore kindly request the Commission to grant the approval for Transmission Licencee to procure the required 35MW of generation on short term basis.

Yours faithfully,

**CEYLON ELECTRICITY BOARD**

  
Eng. M.C. Wickramasekara  
General Manager  
Responsible person under License No. EL/T/09/02

pt/-commission report

Copies to : Hon. Minister of Power & Renewable Energy  
: Hon. Deputy Minister of Power & Renewable Energy } As discussed and  
: Secretary, Ministry of Power & Renewable Energy } agreed please.  
: Chairman, Ceylon Electricity Board  
: Addl. General Manager (Transmission)  
: Addl. General Manager (Corporate Strategy)

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Your Ref:

My Ref: GM/ 542

Date: May 04, 2016

Director General  
Public Utilities Commission of Sri Lanka  
6<sup>th</sup> Floor, BOC Merchant Tower  
28, St. Michael's Road  
Colombo 3.




Dear Sir

**PROCUREMENT OF ELECTRICITY ON SHORT TERM BASIS**

I refer to my letter of even.no. dated May 02, 2016 to you in respect of the above.

Kindly note that the requirement of generation is indicated as 35MW in the last para of this letter which is due to a typographical error and it should be corrected as 55MW.

The corrected document indicating the correct requirement of 55MW is attached herewith. Any inconvenience caused in this regard is very much regretted please.

  
Eng/ M C Wickramasekara  
General Manager  
Ceylon Electricity Board

Cc: Hon. Minister of Power & Renewable Energy  
Hon. Deputy Minister of Power & Renewable Energy  
Secretary, Ministry of Power & Renewable Energy  
Chairman, CEB  
Addl. GM (Transmission)  
Addl. GM (CS)

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PAGE 02



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 பிரதம அமைச்சரின் அலுவலகம்  
 PRIME MINISTER'S OFFICE

58. ඉරිතරු තරුණී දුම්රිය මාරුව, කොළඹ 07  
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 58. Sir Ernest de Silva Mawatha, Colombo 07.

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 Date }

Secretary  
 Ministry of Power & Renewable Energy

Dear Sir

**Cabinet Committee on Economic Management**

Given below is an extract of the Minutes of Cabinet Committee on Economic Management Meeting held on 9<sup>th</sup> November 2016, for your information and necessary follow up action.

**Item No. (09/11/2016/21)**

**Power Supply Situation 2020**

As per the request by the Secretary, Ministry of Power & Sustainable Energy it was decided to amend the CCEM decision No. 02/11/2016/08 on Power Supply as follows

"Minister of Power & Renewable Energy stated that the current maximum daily power demand is around 2400MW. The Ceylon Electricity Board (CEB) has a total installed capacity of 3900MW. The estimated annual power demand growth is around 7%. This means by 2020 around 900MW of additional power capacity should be added.

The progress on achieving this target was explained for the information of the CCEM. According to this, 2594MW of new power plants are planned.

Minister of Transport & Civil Aviation questioned why this much of power needed to meet only 900MW. It was explained that there are many uncertainties and difficulties faced by CEB in power plant development. Due to environmental and social issues, some plants may get delayed or cancelled. After discussions it was clarified and decided to take following steps immediately.

1. As decided at the previous CCEM meeting, CEB should include additional 300MW of LNG plant at Kerawalapitiya and submit the necessary proposals to the Public Utilities Commission stating the urgent need for power procurement requesting the Public Utilities Commission (PUCSL) to include the above in the long term generation plan.

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5.5.17



2. To apply Swiss Challenge procedure for the proposal submitted by Jiangsu Etern Co. Ltd with General Electric ( GE) as the technical partner for the 300MW LNG plant in Kerawalapitiya, in order to have this commissioned by October 2018.
3. To call for tenders as originally decided on 8<sup>th</sup> June 2016 by the CCEM for a 300MW LNG plant in Kerawalapitiya. This plant should be commissioned in 2019.
4. Both 300MW LNG power plants above should be tendered parallelly and tenders should be called before 15<sup>th</sup> November 2016.
5. As originally decided on 8<sup>th</sup> June 2016, tenders should be called immediately for 170MW dual fuel LNG plant in Hambanthota or Galle, to be commissioned before April 2017 to address immediate power shortages.

As agreed at the previous CCEM meeting the Minister of Power & Energy was in agreement to implement the above proposals.

However concerns were raised over not having enough experience on Swiss Challenge procedure and not having the required transmission lines for the expected increase in generation. The CCEM instructions were given to get the Ministry of Finance and the Ministry of Development Strategies & International Trade's expertise on Swiss Challenge procedure which has been already developed. It was proposed for CEB to submit project proposals for constructing the transmission lines for securing funding.

Apart from the proposals above some incentives were requested for the Solar power projects by the Ministry of Finance. The CCEM concurred with the request and Ministry of Finance was requested to propose incentives to encourage usage of solar power. Further the CEB was requested to provide solar panels as per the request made by the Minister of Sports for the Cricket stadiums in order to reduce the electricity cost.

It was explained that according to the Electricity Act, 100% private investments are not allowed for power plants greater than 25 MW capacity and CCEM advise sought on the GOSL shareholding requirement under the Act to be included in the Tender documents of Build Operate Transfer (BOT) and Build Own Operate Independent Power Producer (BOO IPP) power plants including two LNG power plants at Kerawalapitiya. After discussion it was decided to have the Golden share with the GOSL. It was inquired by the Secretary, Ministry of Power & Renewable Energy whether the Treasury Guarantees could be Issued for the investors to obtain low cost financing facilities. The CCEM was not in agreement to provide Treasury Guarantee.



Instructions were given to the Ministry of Power & Renewable Energy to submit monthly progress reports to CCEM. Further, it was decided to recommend to the cabinet to appoint a Cabinet Appointed Negotiation Committee (CANC) and a technical committee consisting of CEB, Treasury, and Southern Development Board, to proceed with the implementation of the Chinese funded LNG power plant in Hambantota and CEB and PUCSL were requested to include this plant in the long term generation plan."

Action by: Secretary, Ministry of Power & Renewable Energy

Copies for information: Secretary to the Cabinet of Ministers  
Secretary, Ministry of National Policies & Economic Affairs  
Secretary, Ministry of Finance  
Chairman, Ceylon Electricity Board  
Chairman, Public Utilities Commission of Sri Lanka  
Director General, Department of Project Management & Monitoring

Thank you

Yours sincerely



E.M.S.B. Ekanayake

Secretary to the Prime Minister

(Tel. - 01125753111/ Fax - 01125753110)

(Email - [secpm@pmoffice.gov.lk](mailto:secpm@pmoffice.gov.lk))

**විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය**  
**අමාත්‍ය මණ්ඩල සංදේශය**

සංඥා අංකය 63/2016/PC  
 ගෙන යාමේ දිනය 16/05/2017

ඉදිරියේදී ඇතිවිය හැකි වියළි කාලගුණ තත්ත්වයට මුහුණදීම සඳහා දැනට ගිවිසුම් කාලය අවසන් වී ඇති ඇම්ලිපිටිය ACE Power විදුලි බලාගාරය, මාතර ACE Power විදුලි බලාගාරය සහ පුත්තලම හෙලදනව් විදුලි බලාගාරය යන දැව් තෙල් විදුලි බලාගාර වල ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම

1. පසුබිම

1.1 2016.03.23 වන දිනැති අමාත්‍ය මණ්ඩල තීරණය අනුව දැනට ගිවිසුම් කාලය අවසන් වී ඇති මෙහෙවොට 100ක ධාරිතාවයෙන් යුත් ACE Power Embilipitiya දැව් තෙල් බලාගාරය, මෙහෙවොට 100ක ධාරිතාවයෙන් යුත් හෙලදනව් දැව් තෙල් බලාගාරය සහ මෙහෙවොට 25ක ධාරිතාවයෙන් යුත් ACE Power Generation Matara දැව් තෙල් බලාගාරය ලංකා විදුලිබල මණ්ඩලයට මිලදී ගෙන ලංකා විදුලිබල මණ්ඩලයේ ඉදිරි විදුලිබල අවශ්‍යතා සඳහා සුදුසු පරිදි යොදාගැනීමට තීරණය කර ඇත. විදුලිබල ක්ෂේත්‍රයේ ගැටළු නිරාකරණය කරගැනීම සඳහා නිර්දේශ ඉදිරිපත් කිරීමට පිහිටුවන ලද අමාත්‍ය මණ්ඩල අනු කමිටුව මගින්ද මෙම බලාගාර 03 විදුලි නිෂ්පාදනය සඳහා නැවතත් යොදා ගන්නා ලෙස නිර්දේශ කර ඇති අතර 2016.03.30 දින පැවති අමාත්‍ය මණ්ඩල රැස්වීමේදී එම නිර්දේශ අනුමත කර ඇත. මෙම මිලදී ගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුවක් සහ ව්‍යාපෘති කමිටුවක් පත් කිරීමටද අමාත්‍ය මණ්ඩලය විසින් තීරණය කර ඇති අතර මේ සඳහා අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුවක් සහ ව්‍යාපෘති කමිටුවක් රාජ්‍ය මුදල් දෙපාර්තමේන්තුව විසින් පත්කරන ලදී.

අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුව මගින් ඉහත සඳහන් සමාගම් 3 ත් මිල යෝජනා කැඳවන ලදී. බලාගාර වල වටිනාකම් වැඩි විය කිරීම සඳහා රජයේ ප්‍රධාන තත්සේරුකරුගෙන් තත්සේරුවක් ලබා ගැනීමටත්, බලාගාරවල පවතින තත්ත්වය පිළිබඳව යන්ත්‍ර නිෂ්පාදනය කළ සමාගම් වලට තත්ත්ව වාර්තාවක් ලබා ගැනීමටත් සාකච්ඡා සම්මුති කමිටුව තීරණය කරන ලදී. මේ සඳහා කල්ගත වන බැවින් දකුණු ප්‍රදේශයේ පවතින විදුලි හිඟය මඟහරවාගැනීමට කඩිනමින් විදුලිය මිලදීගැනීම සඳහා ලංකා විදුලිබල මණ්ඩලය සමඟ සීමාසහිත ACE Power ඇම්ලිපිටිය සමාගම අත්සන් කර දැනට කල් ඉකුත් වී ඇති 2003.05.09 දිනැති විදුලිය මිලදී ගැනීමේ ගිවිසුම පදනම් කරගෙන වසරක කාලයක් සඳහා විදුලිය මිලදී ගැනීම සුදුසු යයි සාකච්ඡා සම්මුති කමිටුව විසින් අමාත්‍ය මණ්ඩලයට නිර්දේශ කරන ලදී. එම තීරණය මත වසරක කාලයක් සඳහා සීමාසහිත ACE Power ඇම්ලිපිටිය සමාගමෙන් විදුලිය මිලදීගැනීමට අමාත්‍ය මණ්ඩල අංක. 16/0519/727/012 හා 23.03.2016 දිනැති තීරණය මගින් තීරණය කර ඇත. මෙම ගිවිසුම 2017 අප්‍රේල් 06 දිනෙන් අවසන් වේ.

දැනට පවතින වියළි කාලගුණ තත්ත්වය මත ඉදිරියේදී ඇතිවිය හැකි විදුලිබල හිඟයට මුහුණ දීම සඳහා මෙම බලාගාර 3කිම විදුලිය මිලදී ගැනීමේ ගිවිසුම් වසර 5කට දීර්ඝ කිරීමට විදුලිබල මණ්ඩලය අනුමැතිය ඉල්ලා ඇත.

2. විස්තරය

ඉහත සඳහන් බලාගාර 3කි ගිවිසුම් කාලය වසර 5ක කාලයක් සඳහා දීර්ඝ කිරීමට ලංකා විදුලිබල මණ්ඩලය ඉල්ලා සිටියද 2016.03.23 දිනැති අමාත්‍ය මණ්ඩල තීන්දුව අනුව මෙම බලාගාර තුන මිලදී ගෙන ලංකා විදුලිබල මණ්ඩලයේ ඉදිරි විදුලි අවශ්‍යතා සඳහා යොදාගන්නා ලෙස අමාත්‍ය මණ්ඩලය තීන්දු කර ඇති බැවින් වසර 5ක කාලයක් සඳහා ගිවිසුම් දීර්ඝ කිරීම සුදුසු නොවන බව මෙම අමාත්‍යාංශයේ අදහස විය. මේ නිසා අමාත්‍ය මණ්ඩලයේ තීන්දුව පරිදි විදුලි බලාගාර මිලදී ගන්නා තෙක් බලාගාර වල ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම

5.5.18

සඳහා අදාළ සමාගම් සමග සාකච්ඡා පවත්වන ලෙස ව්‍යාපෘති කමිටුවට සහ අමාත්‍ය මණ්ඩල විසින් පත්කරන ලද සාකච්ඡා කමිටුවට දන්වන ලදී. අමාත්‍ය මණ්ඩලය විසින් ව්‍යාපෘති කමිටුවට සහ අමාත්‍ය මණ්ඩලය විසින් පත්කරන ලද සාකච්ඡා කමිටුවට බලය ලබා දී ඇත්තේ බලාගාර මිලදී ගැනීමට හෙයින් බලාගාර වල ගිවිසුම් කාලය දීර්ඝ කිරීම සඳහා සාකච්ඡා කිරීමට අමාත්‍ය මණ්ඩලය විසින් පත් කළ සාකච්ඡා සම්මුති කමිටුව අමාත්‍ය මණ්ඩලයේ ආවරණ අනුමැතිය ලබාගැනීමටද තීරණය කරන ලදී.

මේ අනුව ව්‍යාපෘති කමිටුව සහ අමාත්‍ය මණ්ඩලය විසින් පත්කරන ලද සාකච්ඡා කමිටුව විසින් බලාගාර 3හි ගිවිසුම් කාලය සුදුසු පරිදි වසරක කාලයකින් දීර්ඝ කිරීමට මිල යෝජනා කැඳවන ලදී. මෙම මිල ලැබුණා ව්‍යාපෘති කමිටුව මගින් ඇගයීමට ලක්කොට වාර්තා කර ඇති අතර එම වාර්තා පදනම් කරගෙන අමාත්‍ය මණ්ඩලය විසින් පත්කරන ලද සාකච්ඡා කමිටුව 2016.12.21 දින බලාගාර 3හි නිමකරුවන් සමග සාකච්ඡා පවත්වා බලාගාර 3හි ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම සඳහා නිර්දේශ ඉදිරිපත් කොට ඇත.

(2016.12.16 දිනැති ව්‍යාපෘති කමිටු වාර්තාව ඇමුණුම 01 හා 2016.12.21 දිනැති අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා කමිටු වාර්තාව ඇමුණුම 02 වශයෙන් අමුණා ඇත.)

3. යෝජනා

අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා සම්මුති කමිටුවේ නිර්දේශ සමඟ මා එකඟ වන අතර උද්ගතව ඇති හදිසි විදුලි නිභය මඟ හරවා ගෙන රට තුළ විදුලිය සැපයීම අඛණ්ඩව පවත්වා ගැනීම සඳහා පහත සඳහන් යෝජනා අමාත්‍ය මණ්ඩලයේ අනුමැතිය සඳහා ඉදිරිපත් කරමි.

3.1 මෙඟාවට 100 ක ධාරිතාවයෙන් යුතු ඇඹිලිපිටියේ පිහිටි සීමාසහිත ACE Power ඇඹිලිපිටිය සමාගමට අයිති දැව් තෙල් බලාගාරයෙන් විදුලිය මිලදී ගැනීමට 2003.05.09 වැනි දින ලංකා විදුලිබල මණ්ඩලය සහ සීමාසහිත ACE Power ඇඹිලිපිටිය සමාගම විසින් අත්සන් කරන ලද ගිවිසුම සහ එම ගිවිසුමට පසුව කරන ලද සංශෝධන පදනම් කරගෙන 2016.03.23 දිනැති අංක 16/0519/727/012 දරණ අමාත්‍ය මණ්ඩල තීන්දුව අනුව 2016.03.31 දින අත්සන් කරන ලද විදුලිය මිලදීගැනීමේ ගිවිසුම 2017.04.06 දින සිට වසරක කාලයක් ධාරිතා ගාස්තුව ගෙවීමේදී ඇමරිකානු ඩොලර් රුපියල් වලට හරවා ගෙවීමේ කොන්දේසියට යටත්ව දීර්ඝ කිරීම

ඉහත මිලදීගැනීමේ ප්‍රතිපත්ති මත ගණනය කර ඇති පහත වගුව 1හි සඳහන් මිල සුත්‍රයන් අනුව ගෙවීම කිරීම

Table - 1

Tariff components	Units	Original PPA Rates for the 10th year	Unit Price in November 2016 based on 10th year tariff as per PPA	Rates with 5 % discount on Capacity charge of 10th year tariff of PPA	Unit Price in November 2016 based on 5 % discount on Capacity Charge of 10th year tariff of PPA
<i>Final Operation</i>	6-Apr-15				
<i>MGEAGWh</i>	697.7				
<b>Capacity Charge</b>					
Escalable (Fixed O&M)	\$/kWh	0.0017	0.002285794	0.001615	0.002171505
Non-escalable (ROE)	\$/kWh	0.0066	0.0066	0.00627	0.00627
<b>Total capacity charge</b>	\$/kWh		0.008885794		0.008441505
<b>Total capacity charge</b>	Eq. Rs./kWh		1.31		1.25
<b>Energy Charge</b>					
Fuel Rate (calorific value & density of fuel based on 2015 April)	Rs/kWh		19.79		19.79

Fuel transport *	Rs/kWh		0.27265		0.27265
Non-fuel	\$/kWh	0.0064	0.008605344	0.0064	0.008605344
Total energy charge	Rs./kWh		21.34		20.07
Total (Capacity +Energy)	Rs/kWh		22.65		21.32
FCR	kg/kWh	0.2217			
FTRb (Base Transport Rate)	Rs/kWh	0.0861			
FTb (Base Diesel price)	Rs/litre	30			
Base LHV of Primary fuel	kJ/kg	42,677			
USCPIbase		179.5			
FOi –Fuel Price (indicative)	Rs/kg		86.73849698		
Actual LHV of primary fuel 180 cSt (indicative)	kJ/kg		41,460		
Pro-rating ratio for fuel (indicative)			1.02935359		
density (Indicative)	kg/litre		0.9223125		
HFO price	Rs/litre		80.00		
Diesel price	Rs/litre		95.00		
Currency conversion for November, 2016 (Rs/US\$)			147.95		
USCPI for November, 2016			241.353		

3.2 මෙහාදෙව් 25 ක ධාරිතාවයෙන් යුතු මාතර පිහිටි සීමාසහිත ACE Power Generation මාතර සමාගමට අයිති දැව් තෙල් බලාගාරයෙන් විදුලිය මිලදී ගැනීමට 2000.08.03 වැනි දින ලංකා විදුලිබල මණ්ඩලය සහ සීමාසහිත ACE Power Generation මාතර සමාගම විසින් අත්සන් කරන ලද ගිවිසුම සහ එම ගිවිසුමට පසුව කරන ලද සංශෝධන අනුව පහත සඳහන් කොන්දේසි වලට යටත්ව 2017 ජනවාරි 15 දින සිට වසරක කාලයක් සඳහා එම සමාගමෙන් විදුලිය මිලදී ගැනීම.

- i. වලංගු කාලය අවසන් වූ විදුලිය මිලදී ගැනීමේ ගිවිසුමෙහි 10වන වසරේදී ගෙවන ලද මිල මත 5% ක වට්ටමක් සහිතව ධාරිතා ශාස්ත්‍ර ගෙවීම.
- ii. ධාරිතා ශාස්ත්‍ර ගෙවීමේදී ඇමරිකානු ඩොලර් රුපියල් වලට හරවා ගෙවීම.
- iii. ඉන්ධන සැපයීම ලංකා බැංකු තෙල් සංස්ථාව මගින් හමිබත්තොට තෙල් වැකි යොදාගෙන ප්‍රවාහන ශාස්ත්‍ර සිදුකරන්නේ නම් ලංකා බැංකු තෙල් සංස්ථාවෙහි බවසර් ශාස්ත්‍ර මත ප්‍රවාහන ශාස්ත්‍ර ගණනය කොට ගෙවීම.
- iv. ඉහත මිලදීගැනීම් ප්‍රතිපත්ති මත ගණනය කර ඇති පහත වගු 2හි සඳහන් මිල සූත්‍රයන් අනුව ගෙවීම කිරීම

Table - 2

Tariff components	Units	Original PPA Rates for the 10th year	Unit Price in November, 2016 based on 10th year tariff as per PPA	Rates with 5 % discount on Capacity Charge of 10th year tariff of PPA	Unit Price in November, 2016 with 5 % discount on Capacity Charge of 10th year tariff of PPA
<i>Final Operation</i>	26-Mar-12				
<i>MGEAGWh</i>	167.3				
<b>Capacity Charge</b>					
Escalable (Fixed O&M)	\$/kWh	0.0051	0.0073	0.0048	0.0069
Non-escalable (ROE)	\$/kWh	0.0144	0.0144	0.0137	0.0137
Total capacity charge	\$/kWh		0.0217		0.0206
Total capacity charge	Eq. Rs./kWh		3.21		3.05
<b>Energy Charge</b>					
Fuel Rate (calorific value & density of fuel based on 2015 April)	Rs/kWh		19.59		19.59
Fuel transport *	Rs/kWh		0.1800		0.1800
Lub Oil Rate	Rs/kWh		0.6743		0.6743
Non-fuel	\$/kWh	0.0056	0.0080	0.0056	0.0080
Total energy charge	Rs./kWh		21.62		21.62
Total (Capacity +Energy)	Rs/kWh		24.83		24.67
FCR	kg/kWh	0.227			
FTRb (Base Transport Rate)	Rs/kWh	0.0307			
FTb (Base Diesel price)	Rs/litre	16.2			
Lub Oil	Kg/Kwh	0.001			
Base LHV of Primary fuel	kJ/kg	41,240			
USCPIbase		169.3			
FOi -Fuel Price (indicative)	Rs/kg		86.7385		
Actual LHV of primary fuel 180 cSt (indicative)	kJ/kg		41,460		
Pro-rating ratio for fuel (indicative)			0.99469368		
density (Indicative)	kg/litre		0.9223125		
HFO price	Rs/litre		80.00		
Diesel price	Rs/litre		95.00		
Lub Oil price	Rs/kg		674.34		
Currency conversion for November, 2016 (Rs/US\$)			147.95		
USCPI for November, 2016			241.353		

3.3 මෙගාවොට් 100 ක ධාරිතාවයෙන් යුතු පුත්තලම පිහිටි සීමාසහිත හෙලදනව් පුද්ගලික සමාගමට අයිති දැව් තෙල් බලාගාරයෙන් 2003.05.09 වැනි දින ලංකා විදුලිබල මණ්ඩලය සහ සීමාසහිත හෙලදනව් පුද්ගලික සමාගම විසින් අත්සන් කරන ලද විදුලිය මිලදී ගැනීමේ ගිවිසුම සහ එම ගිවිසුමට පසුව කරන ලද සංශෝධන වලට අනුව පහත සඳහන් කොන්දේසි වලට යටත්ව 2017 මැයි මස සිට වසරක කාලයක් සඳහා එම සමාගමෙන් විදුලිය මිලදී ගැනීම.

- i. ගිවිසුමෙහි 10වන වසරේදී ගෙවන ලද මිල මත 5% ක වට්ටමක් සහිතව ධාරිතා ශාස්ත්‍ර ගෙවීම.
- ii. ධාරිතා ශාස්ත්‍ර ගෙවීමේදී ඇමරිකානු ඩොලර් රුපියල් වලට හරවා ගෙවීම.
- iii. ඉහත මිලදීගැනීමේ ප්‍රතිපත්ති මත ගණනය කර ඇති පහත වගු 3හි සඳහන් මිල යුත්‍රයන් අනුව ගෙවීම කිරීම

Table 3

Tariff components	Units	Original PPA Rates for the 10 <sup>th</sup> year	Unit Price in November 2016 based on 10 <sup>th</sup> year tariff as per PPA	Rates with 5 % discount on Capacity charge of 10 <sup>th</sup> year tariff of PPA	Unit Price in November 2016 based on 5 % discount on Capacity Charge of 10 <sup>th</sup> year tariff of PPA
<i>Final Operation</i>	8-Dec-16				
<i>MGAEGWh</i>	698.4				
<b>Capacity Charge</b>					
Escalable (Fixed O&M)	\$/kWh	0.00083	0.00111	0.00079	0.0011
Non-escalable (ROE)	\$/kWh	0.0144	0.01440	0.01368	0.0137
Total capacity charge	\$/kWh		0.01551		0.0147
Total capacity charge	Eq. Rs./kWh		2.30		2.18
<b>Energy Charge</b>					
Fuel Rate (calorific value & density of fuel based on 2015 April)	Rs/kWh		18.38		16.96
Fuel transport *	Rs/kWh		0.4576		0.4576
Non-fuel	\$/kWh	0.00606	0.0081	0.00606	0.0081
Total energy charge	Rs./kWh		20.04		18.62
Total (Capacity +Energy)	Rs/kWh		22.34		20.80
FCR	Litre/kWh	0.206			
FTRb (Base Transport Rate)	Rs/kWh	0.1445			
FTb (Base Diesel price)	Rs/litre	30			
Base LHV of Primary fuel	kJ/kg	42,656			
USCPIbase		179.8			
FOi -Fuel Price (indicative)	Rs/kg		86.7385		
Actual LHV of primary fuel 180 cSt (indicative)	kJ/kg		41,460		

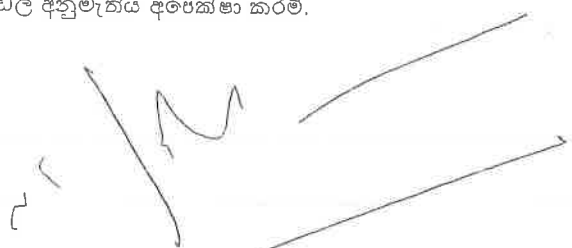
Pro-rating ratio for fuel (indicative)			1.02885673	
Density (Indicative)	kg/litre		0.9223125	
HFO price	Rs/litre		80.00	
Diesel price	Rs/litre		95.00	
Currency conversion (Rs/US\$)			147.95	
USCPI			241.353	

3.4 2016.03.18 දිනැති අමාත්‍ය මණ්ඩල තීරණය අනුව ඉහත බලාගාර තුන මිලදී ගැනීමට අදාළ පාර්ශ්ව එකඟ වුවහොත් එදින සිට ඉහත 3 මගින් වසරක කාලයක් සඳහා අත්සන් කරන ලද ගිවිසුම් අවසන් කර බලාගාර මිලදී ගැනීම.

3.5 2016.03.23 දිනැති අමාත්‍ය මණ්ඩල නිර්දේශය මඟින් අනුමැතිය ලබා දී ඇත්තේ විදුලි බලාගාර මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට බැවින් බලාගාර වලින් විදුලිය මිලදීගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත්කළ සාකච්ඡා සම්මුති කමිටුවට සහ ව්‍යාපෘති කමිටුවට ආවරණ අනුමැතිය ලබා දීම.

4 අනුමැතිය

ඉහත 3.1, 3.2, 3.3, 3.4, සහ 3.5 සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය අපේක්ෂා කරමි.

  
 රංජිත් සියඹලාපිටිය (පා.ම.)  
 විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍ය

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය  
 අංක 72, ආනන්ද කුමාරස්වාමි මාවත  
 කොළඹ 07

2016 දෙසැම්බර් 29 දින





මුදල් අමාත්‍යාංශය  
நிதி அமைச்சு  
MINISTRY OF FINANCE

48

මානව සම්පත් සංරක්ෂණ, කොළඹ 01,  
ශ්‍රී ලංකාව.

செயலகம், கொழும்பு 01.  
இலங்கை

The Secretariat, Colombo 01,  
Sri Lanka

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බෞඨ ඟෂඨ } www.treasury.gov.lk  
Website }

මගේ අංකය }  
எனது இல. } MF/PE/CM/2017/04  
My No. }

මගේ අංකය }  
உமது இல. } CP16/2766/727/012-1/TBR  
Your No. }

දිනය }  
திகதி } 2017.01.09  
Date }

අමාත්‍ය මණ්ඩල සංදේශය  
මුදල් අමාත්‍යවරයාගේ නිර්දේශණ

- අමාත්‍යාංශය : විදුලිබල හා පුනර්ජනනීය බලශක්ති
- ගිරිසය සහ දිනය : ඉදිරියේදී ඇතිවිය හැකි වියළි කාලයේදී කාලගුණ හේතුවෙන් මුහුණදීම සඳහා දැනට ගිවිසුම් කාලය අවසන් වී ඇති ඇඹිලිපිටිය Ace Power විදුලි බලාගාරය, මාතලේ Ace Power විදුලි බලාගාරය සහ පුත්තලම පහලදොව විදුලි බලාගාරය යන දැව කෙල් විදුලි බලාගාර වල ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම  
2016.12.30
- යෝජනා/ඉල්ලීම් : සහන සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය අපේක්ෂා කෙරේ.

1) මෙයාලොට 100ක ධාරිතාවයෙන් යුතු ඇඹිලිපිටියේ පිහිටි පිමාසන්හි Ace Power ඇඹිලිපිටිය සමාගමට අයිති දැව කෙල් බලාගාරයෙන් විදුලිය මිලදී ගැනීමට 2003.05.09 වැනි දින ලංකා විදුලිබල මණ්ඩලය සහ පිමාසන්හි Ace Power ඇඹිලිපිටිය සමාගම විසින් අත්සන් කරන ලද ගිවිසුම හා එම ගිවිසුමට පසුව කරන ලද සංශෝධන පදනම් කරගෙන 2016.03.23 දිනැති අංක 16/0519/727/012 දරණ අමාත්‍ය මණ්ඩල තීන්දුව අනුව 2016.03.31 දින අත්සන් කරන ලද විදුලිය මිලදීගැනීමේ ගිවිසුම 2017.04.06 දින සිට වසරක කාලයක් පහත සඳහන් ආකාරයේදී වලට යටත්ව දීර්ඝ කිරීම.

I. ධාරිතා ගාස්තු ගෙවීමේදී ආමරිකානු ටොලර් වටිනාකම රුපියල්වලට හරවා ගෙවීම.

5.5.19



4) 2016.03.18 දිනැති 'අමාත්‍ය මණ්ඩල තීරණය අනුව ඉහත බලාගාර තුන මිලදී ගැනීමට අදාළ පාර්ශව එකඟ වුවහොත් එදින සිට ඉහත 3 මහින් වසරක කාලයක් සඳහා අත්සන් කරන ලද ගිවිසුම් අවසන් කර බලාගාර මිලදී ගැනීම.

5) 2016.03.23 දිනැති අමාත්‍ය මණ්ඩල නිර්දේශය මඟින් අනුමැතිය ලබා දී ඇත්තේ වීදුලි බලාගාර මිලදී ගැනීම සඳහා සාකච්ඡා කිරීමට බැවින් බලාගාරවලින් වීදුලිය මිලදීගැනීම සඳහා අමාත්‍ය මණ්ඩලය පත්කළ සාකච්ඡා සමමුඛ කමිටුවට සහ ව්‍යාපෘති කමිටුවට දාවරණ අනුමැතිය ලබා දීම.

නිරීක්ෂණ

1) ඉහත යෝජනා සමඟ එකඟවෙමි. කෙසේ වුවත්, යෝජනා අංක 1, 2 සහ 3 සඳහා පහත කරුණු නිරීක්ෂණය කරමි.

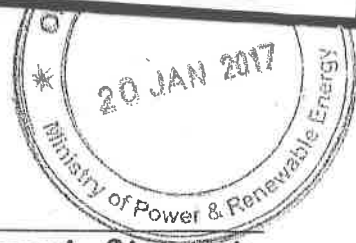
අ) වියළි කාලගුණ තත්ත්වය අරමුද්ල මහ දක්වා පමණක් පැවතිය හැකි බව අපේක්ෂා කරන බැවින් වසරක කාලයක් දක්වා වීදුලිය මිලදී ගැනීමේ ගිවිසුම දිරස කිරීම ලංකා වීදුලිබල මණ්ඩලයට අනිවාර්ය පිටිවැයක් වනු ඇත. එම නිසා, පළමුව මාස 06 ක කාලයක් සඳහා වීදුලිය ලබා ගැනීමට ඇති හැකියාව අසායා බැලිය යුතුය. එහෙයින්, ගවුරටත් කාලය දිරස කිරීම පසුව සලකා බැලිය හැක.

ආ) පමම කැබිනට් පත්‍රිකාවට සඳහන් වීදුලිබලාගාර තුන මිලදී ගැනීමට කැබිනට් මණ්ඩලය දැනටමත් තීරණය කර ඇති බැවින් අදාළ සාකච්ඡා අවසන් කොට ගිවිසුම තුන අවලංගු කළහොත් ලංකා වීදුලිබල මණ්ඩලයේ වැය බර අඩු වනු ඇත. එම නිසා මෙම වීදුලිබලාගාර තුන මිලදීගැනීමේ ක්‍රියාවලිය කඩිනම කිරීමට පියවර ගත යුතුය.

ඇ) ධාරිතා ගාස්තු ගෙවීම ලංකා වීදුලිබල මණ්ඩලයට උපරිම ප්‍රතිලාභ ලැබෙන පරිදි සිදු කළ යුතුය.



ඊච් කරුණාආයක, සා.ම.  
මුදල් අමාත්‍ය



අමාත්‍ය මණ්ඩල කාර්යාලය  
அமைச்சரவை அலுவலகம்  
OFFICE OF THE CABINET OF MINISTERS

CABINET DECISION      අමාත්‍ය මණ්ඩල තීරණය      அமைச்சரவைத் தீர்மானம்


පිටපත් : ජනාධිපති ලේකම්.      මගේ අංකය: අමප/16/2766/727/012-II /විබිආර්  
අග්‍රාමාත්‍ය ලේකම්.      2017 ජනවාරි මස 18 දින.  
ජාතික ප්‍රතිපත්ති හා  
ආර්.ක.ලේකම්.  
මුදල් ලේකම්.  
සභාපති, ශ්‍රී ලංකා මහජන  
උපයෝගිතා කො.සභාව  
විගණකාධිපති.

ක්‍රියා කළ යුතු : විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්.

ඉදිරියේදී ඇති විය හැකි වියළි කාලගුණ තත්ත්වයට මුහුණ දීම සඳහා දැනට ගිවිසුම් කාලය අවසන් වී ඇති ඇබ්ලිපිටිය ACE Power විදුලි බලාගාරය, මාතර ACE Power විදුලි බලාගාරය සහ පුත්තලම හෙලදනව් විදුලි බලාගාරය යන දැව තෙල් විදුලි බලාගාරවල ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම

(විදුලිබල හා පුනර්ජනනීය බලශක්ති ගරු ඇමතිතුමා ඉදිරිපත් කළ 2016-12-29 දිනැති සංදේශය)

2017 ජනවාරි මස 10 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

  
ඩබ්ලිව්.එම්.ඩී.ජේ.ප්‍රනාන්දු  
අතිරේක ලේකම්.

අ.කළේ/එස්.අබේසිංහ  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(අ) න්‍යාය පත්‍රයේ විෂයයන්:

(II) අමාත්‍ය මණ්ඩල පත්‍රිකා - ප්‍රසම්පාදනයට අදාළ කරුණු:

48. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 16/2766/727/012-II/විබිආර් වූ, “ඉදිරියේදී ඇති විය හැකි වියළි කාලගුණ තත්ත්වයට මුහුණ දීම සඳහා දැනට ගිවිසුම් කාලය අවසන් වී ඇති ඇබ්ලිපිටිය ACE Power විදුලි බලාගාරය, මාතර ACE Power විදුලි බලාගාරය සහ පුත්තලම හෙලදනව් විදුලි බලාගාරය යන දැව තෙල් විදුලි බලාගාරවල ගිවිසුම් කාලය වසරකින් දීර්ඝ කිරීම” යන මැයෙන් විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2016-12-29

5.5.19

දිනැති සංදේශය - (අමප අංක 16/0519/727/012 පිළිබඳව වූ 2016-03-23 දිනැති අමාත්‍ය මණ්ඩල තීරණයට අදාළව) ඉහත සඳහන් සංදේශය මුදල් ඇමතිතුමාගේ නිරීක්ෂණ සමඟ සලකා බලන ලදී. මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, පහත සඳහන් පරිදි අනුමැතිය ලබා දීමට තීරණය කරන ලදී:

- (i) විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම් විසින් මුදල් ඇමතිතුමාගේ නිරීක්ෂණවල දක්වා ඇති පරිදි ක්‍රියා කරනු ලැබීමට යටත්ව, සංදේශයේ 3 ඡේදයේ සඳහන් (3.1), (3.2) සහ (3.3) යෝජනා සඳහා; සහ
- (ii) එහි සඳහන් (3.4) සහ (3.5) යෝජනා සඳහා.

**ක්‍රියා කළ යුතු:** විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය - ඉහත නිරීක්ෂණ යා කොට ඇත.

**පිටපත්:** ජනාධිපති ලේකම් - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

අග්‍රාමාත්‍ය ලේකම් - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

මුදල් අමාත්‍යාංශය

සභාපති, ශ්‍රී ලංකා මහජන උපයෝගිතා කොමිෂන් සභාව - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

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විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය

மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சு

MINISTRY OF POWER & RENEWABLE ENERGY

72, ආනන්ද කුමාරස්වාමි මාවත, කොළඹ 07.

නැ.පෙ.

72, ஆனந்தகுமார் சுவாமி மாவத்தை, கொழும்பு 07

த.பெ

72, Cooomaswamy Mw, Colombo 07.

P.O. Box

576

මගේ අංකය  
எமது இல  
My Ref No

PE/TEN/CANC/SS/2016/22

මගේ අංකය  
உமது இல  
Your Ref. No.

දිනය  
திகதி  
Date

18.01.2017

Chairman  
Ceylon Electricity Board

General Manager  
Ceylon Electricity Board

*Al GM  
All the immediate  
arrangements accordingly.*

*17/1/17  
D.A.S. H. V.  
CHIEF EXECUTIVE  
OFFICER  
ELECTRICITY BOARD*

*B.S  
All the at hand DT  
19/1/17*

Extension of the Expired Agreement Period of the Furnace Oil Power Plants – Embilipitiya ACE Power Plant, Matara ACE Power Plant and Puttalam Heladhanavi Power Plant to meet the Possible Power Shortage in the likely Dry Weather Situation

Cabinet approval has been granted to extend the Power Purchase Agreements of the above 3 power plants for a one year period subject to taking action as indicated in the observations of the Ministry of Finance on the particular Cabinet Memorandum. Copy of the Cabinet Memorandum, Cabinet Decision and the observations of the Ministry of Finance are sent herewith for easy reference.

Based on the observation 1(a) of the Ministry of Finance, the SCAPC had a discussion with the power plant owners on possibility of extending the agreements for a period of 6 months. All three developers indicated that it is not practically feasible to recruit engineers and other staff for a 6 months' period, particularly the cost to arrange maintenance contract for 6 months will be high. In view of this, SCAPC decided that CEB can extend contracts for a 6 months' period and complete the purchase of the power plants as indicated in observation 1(b) of the Ministry of Finance. If power plants are purchased in 6 months it will comply with the observations of the Ministry of Finance.

With regard to observation 1(c) of the Ministry of Finance we have already negotiated to use the capacity charge on the total capacity paid at the 10<sup>th</sup> year of the PPA.

The Ministry will send a Note to the Cabinet on this arrangement. Since there is an urgent requirement to start these power plants, approval is hereby granted to sign the PPAs for a one year period as approved by the Procurement Committee and the Cabinet, subject to termination of the PPAs on the date of purchase of the power plants.

*W.N*  
Dr. B.M.S. Batagoda  
Secretary  
Ministry of Power & Renewable Energy

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Dam(EP)

*2*  
A.M.C.T.  
Pl. comply with 1

*20/01*  
Eng. A.R. Somarasinghe  
General Manager, CEB

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MOPE P&D



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PRIME MINISTER'S OFFICE

58, මුගේ අර්චනේද්‍ර සිල්වා මාවත, කොළඹ 07.  
58, ශ්‍රීමත් ඉරිසාබදු ජයවර්ධන මාවත, කොළඹ 07.  
58, Sir Ernest de Silva Mawatha, Colombo 07.

මගේ යොමුව  
எனது குறிப்பு  
My Ref.

PMO/01/ASR(CCEM)/2017/01

ඔබේ යොමුව  
உமது குறிப்பு  
Your Ref.

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කොළඹ 07  
30 MAY 2017  
අනුමැතිය ලැබූ

19.05.2017  
30 MAY 2017

Secretary  
Ministry of Power & Renewable Energy

Dear Sir

Cabinet Committee on Economic Management

Given below is an extract of the Minutes of Cabinet Committee on Economic Management Meeting held on 17<sup>th</sup> May 2017, for your information and necessary follow up action.

Item No. (17/05/2017/04)

Energy Situation

It was reported that due to the dry weather condition of present, energy supply may become inadequate during the rest of the year. PUCSL has proposed actions for 2017 (Annex a) and actions for 2018-2022 and actions beyond 2022. Secretary to the Treasury reported that the Treasury has given LKR 5 billion to CEB recently. It was reported that the current policy of the government is not to have coal power plants. If this has to be changed and to go for clean Coal plants it will take time. There are anti coal lobbying and the objections are strong. PUCSL mentioned that the 2017 plan has been approved. CEB stated that they are providing uninterrupted electricity using thermal power. Further instructions were given to plan for the worst case scenario, no monsoon. It was reported that the Engineers have met HE the President and they are supposed to give a plan for energy supply. In the meantime, CEB will conduct a feasibility study for clean coal and with the prevailing policies the plan will be amended accordingly.

CCEM granted approval to go ahead with the 60 MW, 100 MW and bar mounted emergency plants. With regard to the LNG terminal it was reported that the Japanese and indian parties will come to Sri Lanka to discuss and finalize the project by next week. With regard to the Demand Side Management Secretary, Ministry of Power and Renewable Energy was instructed to submit a paper to CCEM. As CEB needs expertise knowledge CCEM granted approval to obtain advisory services from the IEC. With regard to the Transmission, CEB was instructed to

5.5.21



submit a detailed report by early July. With regard to the removing of existing barriers for private sector investments in Generation plants it was suggested to have private power plants while having a golden share to the Treasury with special powers.

The restrictions in the procedure that discouraged investors on solar power generation and rooftop solar power were discussed and instructions were given to submit detailed report on the procedures for installation and purchase of power from Solar Panels to the CCEM. Ministry of Finance suggested to have an audit on the commercial operations of CEB. CCEM granted approval to obtain proposals from KPMG and PWC. Finally, CCEM Instructed Ministry of Power & Renewable Energy and CEB to take immediate action on all above and fast track all efforts to ensure uninterrupted power supply and report to CCEM.

Action by: Secretary, Ministry of Power & Renewable Energy

Copies for information:

- Secretary to the Cabinet of Ministers
- General Manger, Ceylon Electricity Board
- Chairman, Public Utilities Commission of Sri Lanka
- Director General, Department of Project Management & Monitoring

Thank you

Yours sincerely

  
V. A. Premasinghe

Additional Secretary (Development)

0112565609/Fax -0112372234)

(E-mail - [premasinghe@pmoffice.gov.lk](mailto:premasinghe@pmoffice.gov.lk))

Sgd / E M S B Ekanayake

Secretary to the Prime Minister



## MINISTRY OF POWER &amp; RENEWABLE ENERGY

## CABINET MEMORANDUM

Cabinet Memo No. 45/2017/PE

Ministry Ref. No. PE/01/183

Procurement of 100 MW of Supplementary Power to ensure uninterrupted power supply in the Island

## 1. Background

1.1 Power sector has to face many challenges due to the decrease of the hydro storage of the reservoirs associated with hydropower stations due to the failure of the monsoons of last year and this year. Power generation capacity of the reservoirs has been decreased to 37% due to the failure of the North East and South West monsoons of 2016 and North East monsoon and inter monsoons during the first 8 months of this year. Last year hydro storage was 60% when compared with the situation of the same time of this year. It has also been predicted that ongoing South West monsoons rains would not enough to fill the reservoirs. On the above context, it is not prudent to rely on the 1,350 MW of hydropower out of 3,900 MW of total installed capacity. Following table shows the hydro storage of the reservoirs as at 26.07.2017.

	Storage in GWh	% Storage
Castleercigh	68.5	72.6
Maussakelle	200.6	73.4
Kotmale	43.7	30.7
Victoria	71.3	16.3
Randenigala	35.1	25.9
Samanalawewa	47.2	27.2

1.2 Water inflows to the reservoirs associated hydro power stations during last 10 years are as follows.

Year	No. of electricity units generated through the accumulated water shortage in the reservoirs (Electricity Units million)
2007	3,353
2008	3,477
2009	3,739
2010	5,125
2011	3,565
2012	3,132
2013	5,606
2014	4,174
2015	4,832
2016	2,884
27 <sup>th</sup> August 2017	1,532

Informative data on the hydro inflows to the reservoirs during 2007-2017 are attached as *Annexure 01*.

1.3 Contribution of the thermal power plants and hydropower plants for the power generation during past 10 years is as follows.

Year	Hydropower generation	Thermal Power generation	Total	Percentage of Hydropower generation (%)	Percentage of Thermal Power generation (%)
	Electricity units (Million)				
2006	4,289.5	4,750.5	9,040.0	47.5	52.5
2007	3,602.9	5,864.1	9,466.9	38.1	61.9
2008	3,700.5	5,763.1	9,463.6	39.1	60.9
2009	3,355.6	5,974.5	9,330.1	36.0	64.0
2010	4,988.5	4,994.6	9,983.0	50.0	50.0
2011	4,017.7	6,785.2	10,802.9	37.2	62.8
2012	2,727.0	8,338.4	11,065.4	24.6	75.4
2013	6,009.9	4,773.4	10,783.3	55.7	44.3
2014	3652.0	7,554.4	11,206.4	32.6	67.4
2015	4,924.0	6,767.5	11,691.5	42.1	57.9
2016	3,498.7	9,590.2	13,089.5	26.7	73.3
2017 (up to May)	736.4	4,821.1	5,557.5	13.3	86.7

1.4 Supplementary power of 60 MW has procured as per the approval of the Cabinet of Ministers dated 10.01.2017 due to the dry weather conditions prevailed in that time. Although this agreement had to be expired at the end of the August 2017, CEB has been informed to extend the supplementary power supply for another 02 months based on the decision of the Cabinet Committee on the Economic Management (CCEM) dated 17.05.2017. A lowest price of Rs. 28.98 per electricity unit has been received in this procurement through the adoption of International competitive bidding. This price is lower than the prices of some power plants under long term power purchase agreements. Therefore no additional financial cost borne by the CEB due to this emergency procurement.

1.5 Having considered the situation CCEM has granted its approval at the meeting held on 17.05.2017 to procure additional power of 100 MW (A copy of the CCEM decision attached as the *Annexure 02*) and Cabinet of Ministers held its meeting on 30.05.2017 has granted its concurrence for the CCEM decision dated 17.05.2017. (A copy of the Cabinet decision attached as the *Annexure 03*)

1.6 CEB has recommended the addition of supplementary power generators of 100 MW to the national grid for one year period from the month of October 2017 after carrying out a detailed analysis considering the facts of the curtailment of electricity generation from hydropower plants due to the water requirement of drinking and agricultural purposes during dry weather conditions, reduced electricity generation from mini-hydro power stations connected to Ratnapura and Balangoda grid substations, breakdown of 163 MW Sojitz Kelanitissa power plant, and the requirement to stop other thermal power plants for essential maintenance works. Accordingly Board of Directors of the CEB has passed a resolution approving the procurement of 100 MW of supplementary power at the Board meeting held on 26.07.2017. (A copy of the board resolution attached as the *Annexure 04*)

1.7 It is planned to install the generators to be obtained through this procurement in order to maintain the stability of the power transmission system while providing uninterrupted power supply to the Central and Southern provinces as mentioned below.

Pallekelle	20 MW
Hambanthota	- 20 MW
Galle	- 10 MW
Mathugama	- 30 MW
Habarana	- 20 MW

It has been proposed to make the procurement for 06 months initially and extend for further 06 months on the requirement.

## 2. Description

2.1 The policy of the Government is to provide uninterrupted power supply without power cuts owing to any reason. Therefore, my Ministry is taking all actions to avoid even one hour power cut. According to the weather predictions, it is not prudent to heavily depend on the hydropower generation. I have informed the CEB to plan the power generation to face a minimum rainfall conditions as a safety measure even through there would be increased hydropower generation with ample rainfall.

2.2 Accordingly I agree with the proposal made by the CEB to procure additional generators of 100 MW from the private sector through the international competitive bidding for the use of the CEB for 06 months. Also it is appropriate to authorize the Standing Cabinet Appointed Procurement Committee (SCAPC) to award the tender subject to the covering approval of the Cabinet of Ministers as these generators shall be employed within one month considering the emergency situation aroused.

## 3. Proposals

Approval of the Cabinet of Ministers is sought for the following proposals according to the above.

3.1 To select a suitable supplier to purchase electricity generators of 100 MW capacity on lease basis through a short term power purchase agreement by adopting international competitive bidding procedure to avoid the shortage of power generation due to the insufficient rainfall.

- 3.2 To authorize the CEB to extend the power purchase agreement for further 06 months period upon the purchase of power for 06 months as 3.1 above if power shortage is continuing and include the required condition to the tender documents for such extension.
- 3.3 To authorize the Standing Cabinet Appointed Procurement Committee (SCAPC) to award the tender subject to the covering approval of the Cabinet of Ministers as this tender has to be awarded immediately to ensure uninterrupted power supply considering the emergency situation aroused.

Sgd/- Ranjith Siyabalapitiya  
Minister of Power and Renewable Energy

Ministry of Power and Renewable Energy  
No: 72, AnanadaCoomaraswamyMawatha,  
Colombo 07.

07 September 2017.



අමාත්‍ය මණ්ඩල කාර්යාලය  
அமைச்சரவை அலுவலகம்  
OFFICE OF THE CABINET OF MINISTERS

CABINET DECISION

අමාත්‍ය මණ්ඩල තීරණය      அமைச்சரவைத் தீர்மானம்

පිටපත් : ජනාධිපති ලේකම්.  
අග්‍රාමාත්‍ය ලේකම්.  
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විගණකාධිපති.

මගේ අංකය: අමප/17/2089/727/043  
2017 ඔක්තෝබර් මස 11 දින.

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(විදුලිබල හා පුනර්ජනනීය බලශක්ති ගැන ඇමතිතුමා ඉදිරිපත් කළ 2017-09-07  
දිනැති සංදේශය)

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අතිරේක ලේකම්.

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අමාත්‍ය මණ්ඩලයේ ලේකම්.

Handwritten signature and stamp of Eng. A. K. Samarasinghe, General Manager, CEU.

(ආ) න්‍යාය පත්‍රයේ විෂයයන්:

(II) අමාත්‍ය මණ්ඩල පත්‍රිකා - ප්‍රසම්පාදනයට අදාළ කරුණු :

83. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 17/2089/727/043 වූ, “රට තුළ අඛණ්ඩ විදුලි  
සැපයුමක් සහතික කිරීම සඳහා මෙහෙයවීමට 100ක අතිරේක විදුලි  
ධාරිතාවක් ප්‍රසම්පාදනය කිරීම” යන මෑයෙන් විදුලිබල හා පුනර්ජනනීය  
බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2017-09-07 දිනැති සංදේශය - ඉහත  
සඳහන් සංදේශය මුදල් හා ජනලාභී ඇමතිතුමාගේ නිරීක්ෂණ සමඟ  
සලකා බලන ලදී. මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, මුදල් හා  
ජනලාභී ඇමතිතුමාගේ නිරීක්ෂණවල අවසන් ඡේදයේ දක්වා ඇති  
නියමයන්ට අනුගතව අමාත්‍යාංශයේ ලේකම් විසින් කටයුතු කරනු ලැබීමට  
යටත්ව, සංදේශයේ තෙවන ඡේදයෙහි සඳහන් (3.1), (3.2) සහ (3.3)  
යෝජනා සඳහා අනුමැතිය ලබා දීමට තීරණය කරන ලදී.

→ 2

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ක්‍රියා කළ යුතු: විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය -  
ඉහත නිරීක්ෂණ යා කොට ඇත.

පිටපත්: ජනාධිපති ලේකම් - සංදේශයේ පිටපතක් හා ඉහත  
නිරීක්ෂණ යා කොට ඇත.

අග්‍රාමාත්‍ය ලේකම් - සංදේශයේ පිටපතක් හා ඉහත  
නිරීක්ෂණ යා කොට ඇත.

ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය -  
සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට  
ඇත.

ප්‍රදේශ හා ජනලාභී අමාත්‍යාංශය



**මුදල් හා ජනමාධ්‍ය අමාත්‍යාංශය**  
**நிதி மற்றும் வெகுசன ஊடக அமைச்சு**  
**MINISTRY OF FINANCE AND MASS MEDIA**

සෞඛ්‍ය මාර්ගගත, කොළඹ 01  
 ශ්‍රී ලංකාව

රජයේ කාර්යාංශය, කොළඹ 01  
 ශ්‍රී ලංකාව

The Secretariat, Colombo 01  
 Sri Lanka

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වෙබ් අඩවි } www.treasury.gov.lk  
 వెబ් අඩවි } www.media.gov.lk  
 Websites }

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PFD/INFR/PWRE/CM/653

ඔබේ අංකය }  
 உமது இல. }  
 Your No. }

CP 17/2089/727/043

දිනය }  
 திகதி }  
 Date }

2017.09.25

**අමාත්‍ය මණ්ඩල සංදේශය**

**මුදල් හා ජනමාධ්‍ය අමාත්‍යවරයාගේ නිරීක්ෂණය**

- අමාත්‍යාංශය : විදුලිබල හා පුනර්ජනනීය බලශක්ති
- ශීර්ෂය හා දිනය : රට තුළ අඛණ්ඩ විදුලි සැපයුමක් සහතික කිරීම සඳහා මෙහෙයවීමට 100 ක අතිරේක විදුලි ධාරිතාවයක් ප්‍රසම්පාදනය කිරීම
- 2017.09.07
- යෝජනා/ඉල්ලීම් : පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කෙරේ.

- දැනට ප්‍රමාණවත් ධර්මාපනතක් නොලැබීම නිසා ඇති වී ඇති විදුලි ජනනයේ උනන්දුව මහරට්ටා ගැනීම සඳහා 2017 ඔක්තෝම්බර් මාසයේ සිට මාස 06 ක කාලයක් සඳහා මෙහෙයවීමට 100 ක ධාරිතාවයෙන් යුතු විදුලි ජනන යන්ත්‍ර ප්‍රමාණයක් කෙටි කාලීන විදුලිය මිලදී ගැනීමේ හිමිකම් හරහා බදු පදනම මත මිලදී ගැනීමට සුදුසු විදුලි සැපයුම්කරුවෙකු විවෘත ජාත්‍යන්තර පරිච්ඡේදන ලංසු කැඳවීම මගින් තෝරා ගැනීම.
- යෝජනා 1 හි පරිදි මාස 06 ක කාලයක් සඳහා විදුලිය මිලදී ගැනීමත් පසුව ඇතිවන තත්වය සලකා බලා තව දුරටත් විදුලිය හිඟයක් පවතින්නේ නම් තවත් මාස 06 ක කාලයක් සඳහා එම හිමිකම් දීර්ඝ කිරීමට ලංකා විදුලිබල මණ්ඩලයට බලය පැවරීම හා එවැනි දීර්ඝ කිරීමකට අදාළ කොන්දේසි වෙන්වීම් ලේඛනවල ඇතුළත් කිරීම.
- මෙම ප්‍රමුණ දී ඇති හදිසි තත්වය සැලකිල්ලට ගෙන අඛණ්ඩ විදුලි සැපයුමක් සහතික කිරීම සඳහා හදිසි අවස්ථා යටතේ වෙන්වීම් ප්‍රදානය කළ යුතු බැවින් අමාත්‍ය මණ්ඩලයේ ආවරණ අනුමැතියට යටත්ව වෙන්වීම් ප්‍රදානය කිරීම සඳහා අමාත්‍ය මණ්ඩලය විසින් පත්කරන ලද ස්ථාවර ප්‍රසම්පාදන කමිටුවට (SCAPC) බලය ලබා දීම.

නිරීක්ෂණ

10A

- 1. එකඟවෙමි.
- 2. එකඟවෙමි.
- 3. මෑතදී අත්විඳීමට සිදු වූ අනපේක්ෂිත අයහපත් කාලගුණ තත්වයන් හේතුවෙන් (අඛණ්ඩ නියතය) විදුලිය ඉල්ලුම සහ සැපයුම අතර ඇති වූ හිඟය පිරවීමට අවශ්‍ය බැවින් යෝජනාව සඳහා එකඟවෙමි.

කෙසේවෙතත්, අමාත්‍යාංශය විසින් විදුලිය මිලදී ගැනීමේ හිඟයට ඇතුළත්වීමට අදාළ විනිවිදභාවය, සාධාරණත්වය හා මුදල් අඟය තහවුරු කිරීම සඳහා අනුමත ප්‍රසම්පාදන ක්‍රියාවලිය හා අදාළ අනෙකුත් රෙගුලාසි අනුගමනය කළ යුතුය.

අ. කේ. ජී.  
 මාතල සමඟර, පා.ම.  
 මුදල් හා ජනමාධ්‍ය අමාත්‍ය



8.44  
Minutes of the Cabinet Appointed Negotiation Committee Meeting held at  
Ministry of Power & Renewable Energy

Name of the procurement committee	CANC	Name of the Procurement Entity	Ceylon Electricity Board
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**Maintaining an Additional Power Pool to maintain a Steady Power Supply in Sri Lanka in an Emergency Power Failure**  
**Purchasing of Power Plants at Matara & Embilipitiya which the validity of the Power Purchasing agreement expired**

Meeting No:	07	Date	15.09.2017	Purpose	To discuss with Power Plant developers
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**Members Present**

**CANC Members Present:**

Mr. R.M.D.B. Meegasmulla, - Chairman  
Secretary, M/Sustainable Dev. & Wil life

Dr. B.M.S. Batagoda, - Member  
Secretary, M/Power & Renewable Energy

Mr. A.K. Samarasinghe, - Member  
General Manager, CEB

Mr. K.D. Ranasinghe, - Member  
Deputy Governor, Central Bank of Sri Lanka

Mr. A.K. Senevirathne, - Member  
Director General, Dept. of Fiscal Policy

**TEC Members Present :**

Mr. P.C.C. Perera, - Chairman  
Addl. General Manager (DD4), CEB

Mr. K.L.R.C. Wijesinghe, - Member  
Director (P&E) MP&RE

**Other Participants :**

Mr. Leel Wickramarachchi - Ace Power Embilipitiya

**Document Tabled :** letter dated 07.09.2017 sent by Deputy Chairman, Ace Power Company Limited Ambilipitiya

**Background**

- As per the cabinet decision no. 16/0519/727/012 dated 23.03.2016 , the cabinet has approved to purchase the following powerplants to meet the future power requirement of CEB.
  - 100MW powerplant belongs to the Ace power company Limited in Embilipitiya.
  - 25MW powerplant belongs to the Ace power generation company Limited in Matara.
- CANC and PC has been appointed by Department of public finance, letter NO. PFD/PMD/105-104-01 dated 28.03.2016 to negotiate the proposals submitted by the above power plant developers.  
Based on the above mentioned cabinet decision, ministry has requested a valuation of above mentioned power plants from the chief valuer in order to proceed with the negotiation to purchase this power plants.

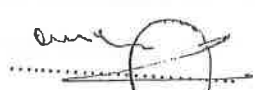


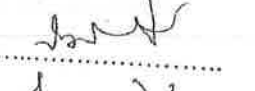
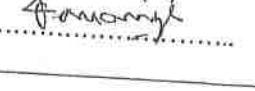
3. As per the letter RT/LM/5736 dated 01.07.2017, chief valuer has given the government valuation for the 100MW Power Plant in Embilipitiya as Rs. 2,370,000,000.00 (two billion three hundred and seventy million Rupees)
4. Power Plant developers have been invited for negotiation in order to decide the selling price of the plant.
5. Developers of the Ace power company Limited in Embilipitiya agreed to sell the plant during negotiation had with CANC on 2017/08/10. Further, developers of the Ace power company Limited in Embilipitiya agreed to send a written confirmation to the CANC about the agreed selling value of the power plant.
6. Reference to the letter APE/JMS/LW/02 dated 2017/09/07, send by the Deputy chairman of the Ace power embilipitiya, request a discussion with ministry of power and renewable energy in order to decide the final price of the plant.
7. Mr Leel Wickramarachchi, Deputy chairman of Ace power embilipitiya, state that 17 Million USD worth for the plant was valued in march 2016 and further that amount is not valid. After executing the short - term execution of PPA with CEB in April 2016, the company carried out overhauling of all machineries at a considerable cost. Further, they built up an inventory of spare parts, HFO and lubricant oil. He further mentioned that value of such spare parts and oils were not include in the price intimated in march 2016. Therefore he state that Ace power embilipitiya, is not in a position to sell the plant in aforesaid value of 17 Million USD.

**CANC decision**

Based on the negotiations had with the representative of Ace power embilipitiya, CANC has taken the following decision.

Further 9 years of lifetime is available for the plant by considering the complete lifetime of the power plant as 20 years, CANC instruct CEB to perform financial analysis for the following possibilities and submit a comprehensive report by recommending one of the following to CANC in order to take further actions.

- a) Purchase the plant for the 17 Million USD as the Ace power embilipitiya agreed to sell the plant in march 2016
- b) Extend the power purchase agreement for the next three years and purchase power from the plant. End of three years, plant shall hand over to the CEB.

Name	Capacity	Agree with the Above Decisions (Yes/No)	Signature
R.M.D.B. Meegasmulla	Chairman (CANC)	yes	
B.M.S. Batagoda	Member (CANC)	yes	
A.K. Samarasinghe	Member (CANC)	yes	
A.K. Senevirathne	Member (CANC)	yes	
K.D. Ranasinghe	Member (CANC)	yes	

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2017 11:57 942392641

PUCSL



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இலங்கைப் பொதுப் பயன்பாடுகள் ஆணைக்குழு  
PUBLIC UTILITIES COMMISSION OF SRI LANKA



ඔබේ අංකය }  
உமது இல }  
Your No. }

අපේ අංකය }  
எமது இல. } PUC/LI/TL/2017/13-2  
Our No. }

දිනය }  
திகதி } October 31, 2017  
Date }

Eng. A. K. Samarasinghe  
Authorized officer for Licensee: EL/T/09-002  
General Manager  
Ceylon Electricity Board  
3<sup>rd</sup> Floor, No 50,  
Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.



Dear Sir,

Procurement of 100MW of Supplementary Power to Ensure an Uninterrupted Power Supply in the Island

This refers to your letter reference AGM(CS)/DGM(CSRA)/REG/7 dated October 23, 2017, regarding the above subject.

In your letter you have indicated that the requirement for procurement has arisen as per the "Least Cost Long Term Generation Expansion Plan 2018-2037 study report". Please be informed that the Commission can and will grant approval only for the procurements/plants identified in the approved Least Cost Long Term Generation Expansion Plan 2018-2037(LCLTGEP 18-37).

Therefore in order to grant the Commission's approval to proceed with the above procurement under Section 43 (2) of the Sri Lanka Electricity Act, you are required to identify, where the required power plant addition is placed in the Least Cost Long Term Generation Expansion Plan 2018-37 approved by the Commission.

The Commission also observes the following in regard to the submissions made in your above said letter.

Thermal plant additions identified for the year 2018 in the LCLTGEP 18-37

- 100 MW Furnace Oil fired Power Plant
- 70 MW Furnace Oil fired Power Plant
- 150 MW Furnace Oil fired Power Plant

Submissions given in the Cabinet Memorandum

- Hydro reservoir level (37%) mentioned in the Cabinet Memorandum was on month July 2017. Reservoir levels have significantly increased during September & October 2017. Current Reservoir level is 65.6% of the total.
- Cabinet Memorandum indicates that the CEB has recommended addition of supplementary power generators of 100MW from October, 2017. (However, the aforementioned letter requires the capacity addition from January 2018.)
- Cabinet Approval does not specify the starting date for the power plant procurement.

06 වන මහල, ලංකා බැංකු කීලිට් ඉංජිනේරු  
28, රාජමල් මාවත, කොළඹ 03.

06 ஆய்வு மாடம், இலங்கை வங்கி கிளப்பின் கையாள், 28, ராஜமல்கல் வீதி, கொழும்பு 03.

Level 06, BOC Merchant Tower,  
28, St. Michael's Road, Colombo 03, Sri Lanka.

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Web : www.pucsl.gov.lk

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தலைவர் } +94 11 2392604  
Chairman }

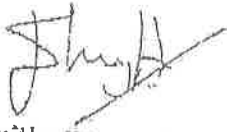
අධ්‍යක්ෂ ජනරාල් }  
பணிப்பாளர் தாயகம் } +94 11 2392606  
Director General }

5.5.24

CEB Monthly dispatch forecast

Forecast Model (SDDP) Results submitted by the Transmission Licensee via their letter dated October 23, 2017 does not identify any energy shortage during 2018, even under dry scenario.

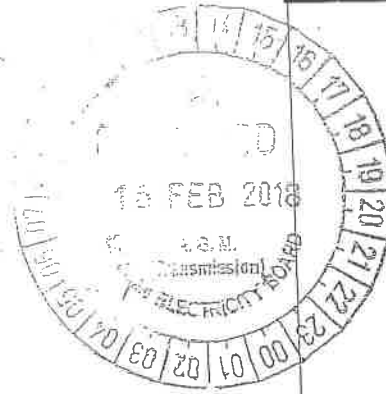
Please provide clarification on the above concerns in order to grant approval for the procurement.



Damitha Kumarasinghe  
Director General

Office of the DGM System Control  
Ceylon Electricity Board  
Kent Road  
Colombo 09000

TCH/65  
/34



Date: February 16, 2018

My Ref: DGM/SYC/TCH/01

AGM(Transmission)

100MW Supplementary Generation

At present high cost thermal plants (Ex. GT7/Frame V GT's) are operating excessively to meet the demand and to compensate transmission constraints.

Laxapana generation and Samanalawewa generation has to be compulsory dispatched as these plants are connected to the 132kV system. Most of the 132kV connected thermal plants are running without maintenance due to very low inflow to reservoirs and those plants has to be released for at least urgent maintenance work. To facilitate the release of thermal plants for maintenance we must have this supplementary power.

It is also to be noted that, daily system inflow has dropped to around 2 to 3GWh resulting hydro storage depletion (specially Samanalawewa, Castlereigh & Maussakele). The present hydro energy storage is 718GWh and if this dry spell continues then the inflow will further reduce in future and excess depletion of hydro storage cannot be avoided.

Therefore 100MW of supplementary power which is going to be connected to the 132kV system is very much beneficial and thus recommended to connect this 100MW supplementary power to the system as soon as possible.

*D.S.R Alahakoon*  
D.S.R Alahakoon  
A/Deputy General Manager  
System Control

*AGM  
Supplementary power is  
required as early as  
possible.*  
*16/02*  
*Sec. / M. D. R. ARE*  
Eug. P.L.G. Kariyavasam  
AGM (Transmission)

Minutes of the Cabinet Appointed Negotiation Committee Meeting held  
Ministry of Power & Renewable Energy

Name of the procurement committee	CANC	Name of the Procurement Entity	Ceylon Electricity Board
<p><b>Maintaining an Additional Power Pool to maintain a Steady Power Supply in Sri Lanka in an Emergency Power Failure</b>  <b>Purchasing of Power Plants at Matara , Embilipitiya and Sapugaskanda which the validity of the Power Purchasing agreement expired</b></p>			
Meeting No:	09	Date	22.02.2018
Purpose	To discuss with Power Plant developers		

**Members Present**

**CANC Members Present:**

- Mr. R.M.D.B. Meegasmulla, - Chairman  
Secretary, M/Sustainable Dev. & Wil life
- Dr. B.M.S. Batagoda, - Member  
Secretary, M/Power & Renewable Energy
- Mr. A.K. Samarasinghe, - Member  
General Manager, CEB
- Mr. K.D. Ranasinghe, - Member  
Deputy Governor, Central Bank of Sri Lanka
- Mr. A.K. Senevirathne, - Member  
Director General, Dept. of Fiscal Policy

**TEC Members Present :**

- Mr. P.C.C. Perera, - Chairman  
Addl. General Manager (DD4), CEB
- DD1 - 0714298147

**Other Participants**

- Mr Harry Jayawardena - Ace Power Embilipitiya
- Mr Leel wickramarachchi - Ace Power Embilipitiya
- Mr. Kosala Abeylal - Asia power – sapugaskanda
- Mrs. Shamina karunarathna - Ace power –Matara
- Mr. Ravi Rathnasekara - Ace power –Matara

Document Tabled : letter dated 15.01.2018 sent by GM - CEB

Background

1. As per the cabinet decision no. 16/0519/727/012 dated 23.03.2016 , the cabinet has approved to purchase the following power plants to meet the future power requirement of CEB.
  1. 100 MW Power Plant belongs to the Ace power company Limited in Embilipitiya.
  2. 25 MW Power Plant belongs to the Ace power generation company Limited in Matara.
  3. 100 MW Power Plant belongs to the Heladanavi Company Limited in Puttalam.
2. CANC and PC has been appointed by Department of public finance, letter NO. PFD/PMD/105-104-01 dated 28.03.2016 to negotiate the proposals submitted by the above power plant developers.  
Based on the above mentioned cabinet decision, ministry of power and Renewable Energy, requested a valuation of above mentioned power plants from the chief valuer in order to proceed with the negotiation to purchase this power plants.

3. As per the letter RT/LM/5736 dated 01.07.2017, chief valuer has given the government valuation for the 100MW Power Plant in Embilipitiya as Rs. 2,370,000,000.00 (two billion three hundred and seventy million Rupees)
4. As per the letter 11/අප/3060 dated 07.07.2017, chief valuer has given the government valuation for the Power Plant in matara as Rs.,484,000,000.00 (Four Hundred and Eighty four million Rupees)
5. 100 MW Heladanavi Power Plant has been sold by the developer. Therefore no valuation was requested.
6. The prices offered by the developers are given below.
  1. Ace Power Embilipitiya – 17 Million USD
  2. Ace power Matara - 4.98 Million USD
7. CANC noted that the prices offered by the developers are higher than the chief valuer's valuation. Therefore CANC cannot take a decision on purchasing the above mentioned Power Plants.
8. CANC had few negotiation sessions with the Power Plant owners to reduce the prices of the Power Plants. However Developers were not agreeable to reduce the offered prices.
9. Therefore, CANC requested CEB to submit a report on their opinion on the price difference between the offered prices and chief valuer's valuation.
10. CEB recommended to extend the Power Purchase Agreement rather than purchasing the Power Plant at the offered prices since the prices were high.
11. In addition to above two Power Plants, CEB also recommended to extend the Power Purchase agreement of 50 MW Asia Power – Sapugaskanda Power Plant which will retire in June this year.
12. Even though CANC has not been given the mandate by the cabinet to negotiate with the Asia Power 50 MW Power Plant, subject to covering approval, The CANC decided to negotiate with them taking in to account the urgent Power situation of the country.
13. CEB has recommended to extend the PPA for 3 year period since in 2020 and 2021 several new Power Plants will be commissioned. Until such Power Plants are commissioned, Power shortage can be met by these 3 Power Plants.
14. Accordingly CANC negotiated with the developers to extend the PPA for 3 years.
15. After negotiating with the Power Plant owners, they agreed to reduce the non escalable capacity charge of the existing PPA s.
16. In the pricing formula of the PPA, there are several key components such as escalable capacity charge, Non escalable capacity charge, Operation and Maintenance charge and fuel charges.
17. Since all the other components except the non escalable component of the capacity charge can be vary depending on the existing prices. The CANC agreed to negotiate only on the Non escalable component of the capacity charge. However for Asia Power Plant CANC decided to negotiate the Heat rate as well since the Fuel performance of the plant is good.

#### CANC decisions

After negotiation, CANC agreed with the developers on the following decisions.

1. with regard to the Matara-Ace Power Plant, following were agreed.
  - a) To reduce the Non Escalable component of the capacity charge of the PPA dated 02.03.2107 of the Ace Power Plant – Matara by 20%
  - b) Instead of opening an L/C by CEB as per the Section 3.6(a) of PPA, it is approved to issuing a letter of comfort from Ceylon Electricity Board to Ceylon Petroleum Corporation undertaking a guarantee in respect of payment for fuel supplied by CPC to Ace Marata Power Generation (Pvt) Ltd on due date of payment for the energy supplied by the Company as per the Section 3.4(b) of PPA

c) The agreed price formula is given in the Table - 01

Table - 1

		Base Rates of short term PPA dated 02.03.2017	Unit Price in December 2017 based on tariff as per current PPA	Base PPA Rates with 20 % discount on Esc. Comp. of Capacity charge	Unit Price in Dec. 2017 with 20 % discount on Esc. Comp. of Capacity charge
<i>Final Operation of Original PPA</i>	26-Mar-12				
<i>MGEA GWh</i>	167.3				
<b>Capacity Charge</b>					
Escalable (Fixed O&M)	\$/kWh	0.0048	0.0070	0.0048	0.00696
Non-escalable (ROE)	\$/kWh	0.0137	0.0137	0.0110	0.0110
Total capacity charge	\$/kWh		0.0207		0.0179
Total capacity charge	Eq. Rs./kWh		3.18		2.76
<b>Energy Charge</b>					
Fuel Rate	Rs/kWh		19.56		19.56
Fuel transport	Rs/kWh		0.1800		0.1800
Lub Oil Rate	Rs/kWh		0.6577		0.6577
Non-fuel	\$/kWh	0.0056	0.0081	0.0056	0.0081
Total energy charge	Eq. Rs./kWh		21.65		21.65
Total (Capacity +Energy)	Eq. Rs./kWh		24.83		24.41
<b>Parameters</b>					
FCR	kg/kWh	0.227			
FTR <sub>b</sub> (Base Transport Rate)	Rs/kWh	0.0307			
FT <sub>b</sub> (Base Diesel price)	Rs/litre	16.2			
Lub Oil	Kg/Kwh	0.001			
Base LHV of Primary fuel	kJ/kg	41,240			
USCPI <sub>base</sub>		169.3			
FOi ( indicative )	Rs/kg		86.2120		
Actual LHV of primary 800 sec as per Dec, 2017 Invoice	kJ/kg		41,264		
Pro-rating ratio for fuel (indicative)			0.999412		
Density (Indlcative)	kg/litre		0.907		



HFO price	Rs/litre			
Diesel price	Rs/litre		80.00	
Lub Oil price	Rs/kg		95.00	
Currency conversion for December, 2017 (Rs/US\$)			657.71	
USCPI August 2017 (applicable for Dec., 2017)			154	
			245,519	

2. With regard to the Embilipitiya Ace Power Plant, CANC agreed on the following.

a. Since the existing prices of the Ace Power Embilipitiya is the lowest among the IPP s, the Ace power Developer did not agree to reduce the prices further. When the PPA was extended last year, developer has agreed to reduce the Non escalable component of the capacity charge by 5%. The CANC agreed with this and recommended the following.

b. To extend the short term PPA dated 17/03/2017 which was agreed based on the PPA dated 09/05/2003 reducing the Non escalable component of the capacity charge by 5%, for further Three Years.

c. All the parameters used for payment under short term PPA dated 17.03.2017 which is currently in force, shall be applicable.

d. The agreed price formula is given in the Table - 02

Table - 2

		Base Rates of short term PPA dated 17.03.2017	Unit Price in December 2017 based on tariff as per current PPA
<b>Final Operatlonof Original PPA</b>			
MGEA GWh	6-Apr-15		
Capacity Charge	697.7		
Escalable (Fixed O&M)	\$/kWh		
Non-escalable (ROE)	\$/kWh	0.002133339	0.002133339
Total capacity charge	\$/kWh	0.00627	0.00627
Total capacity charge	Eq. Rs./kWh		0.008403339
Energy Charge		1.29	1.29
Fuel Rate	Rs/kWh		
Fuel transport *	Rs/kWh		19.96
Non-fuel	\$/kWh		0.27265
Total energy charge	Eq. Rs./kWh	0.008454097	0.008454097
Total (Capacity +Energy)	Eq. Rs./kWh		21.54
<b>Parameters</b>			22.83
FCR	kg/kWh		
FTRb(Base Transport Rate)	Rs/kWh	0.2217	
FTb (Base Diesel price)	Rs/litre	0.0861	
Base LHV of Primary fuel	kJ/kg	30	
Foi (indicative)	Rs/kg	42,677	
			87.28406646

Actual LHV of primary Fuel 800 sec as per Dec. 2017 Invoice	kJ/kg		41,365
Pro-rating ratio for fuel (indicative)			1.03171489
Density	kg/litre		0.916547581
HFO price	Rs/litre		80.00
Diesel price	Rs/litre		95.00
Currency conversion (Rs/US\$)			154

3. With regard to the Asia Power- Sapugaskanda Power Plant, CANC recommended following,
- To reduce the Non escalable component of the Capacity Charge of the PPA dated 12/12/1996 by 67% on the 20<sup>th</sup> year tariff of the PPA.
  - To reduce the Heat rate of the fuel component to 9068 kJ/kWh from 9,304kJ/kWh.
  - The Pricing Formula calculated based on the above policy is given in table 3 below.



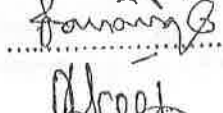


Table 3

Tariff components	Units	Original PPA Rates for 20th year	Unit Price in Dec. 2017 based on tariff as per current PPA	Base PPA Rates with 67 % discount on Esc. Comp. of Capacity charge & reduction on Heat Rate	Unit Price in Dec 2017 with 67 % discount on Cap. Charge of 20th year tariff of PPA & reduction on Heat rate
<b>Final Operation</b>	<b>17-Jun-18</b>				
<b>MGEA GWh</b>	<b>330</b>				
<b>Capacity Charge</b>					
Escalable (Fixed O&M)- (Fixed Operating Charge- USD)	\$/kWh	0.003373	0.00546	0.003373	0.005455
Escalable (Fixed O&M)- (Fixed Operating Charge- Rs)	Rs/kWh	0.081105	0.43068	0.081105	0.430683
Non-escalable (ROE) - (Financial Charge)	\$/kWh	0.0331	0.03310	0.010923	0.010923
Total capacity charge	\$/kWh				
Total capacity charge	Eq. Rs./kWh		6.37		2.95
<b>Energy Charge</b>					
Fuel Rate	Rs/kWh		19.69		19.19
Fuel transport *	Rs/kWh		0.0000		0.0000
Lub Oil	Rs/kWh	0.001940	1.2771		1.2771
Non-fuel (VOURD)	\$/kWh		0.0078	0.00000	0.0078
Non-fuel (VOURR)	Rs/kWh		0.06500		0.0650
Total energy charge	Eq. Rs./kWh		22.23		21.73

Total (Capacity +Energy)	Eq. Rs/kWh		28.60		24.69
<b>Parameters</b>					
Net Heat Rate	kJ/kWh	9304			9068
FTRb(Base Transport Rate)	Rs/kWh	h	0.1445		
FTb (Base Diesel price)	Rs/litre	e	30		
Base LHV of Primary 800 Sec as per Dec 2017 invoice	kJ/kg		41,212.40		
USCPIbase			152.5		
Base Exchange rate	Rs/\$		51		
Base Lub Oil price	Rs/litre		54		
FOI -Fuel Price	Rs/kg		87.2191		
Actual LHV of primary fuel 180 cSt (Indicative)	kJ/kg		41,205		
Pro-rating ratio for fuel			1.000191		
Density	kg/litre		0.92231		
HFO price	Rs/litre		80.00		
Diesel price	Rs/litre		95.00		
Lub Oil price	Rs/litre		697.04		
Currency conversion (Rs/US\$)			154		
USCPI November 2017 (Applicable for Dec. 2017)			246.67		

**Annexure 01 -Summary of negotiated rates for retired IPP based on applicable parameters indexes for December 2017**

**CANC members**

Name	Capacity	Agree with the Above Decisions (Yes/No)	Signature
R.M.D.B. Meegasmulla	Chairman (CANC)	Yes	
B.M.S. Batagoda	Member (CANC)	Yes	
K.D. Ranasinghe	Member (CANC)	Yes	
A.K. Samarasinghe	Member (CANC)	Yes	
A.K. Seneviratne	Member (CANC)	Yes	

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**අමාත්‍ය මණ්ඩල සංදේශය**

ලංකා විදුලිබල මණ්ඩලය පුද්ගලික බලාගාර වලින් දැනට විදුලිය මිලදී ගන්නා විදුලිය මිලදී ගැනීමේ ගිවිසුම්වල ගිවිසුම් කාලය දීර්ඝ කිරීම

1. පසුබිම:

දැනට ලංකා විදුලිබල මණ්ඩලය සතුව ඇති සමස්ත විදුලිබල ස්ථාපිත ධාරිතාවය මෙඟවොට් 4086 ක් වේ. මෙම මෙඟවොට් 4086 පහත සඳහන් බලාගාර වලින් සමන්විත වේ.

බලාගාරය	ධාරිතාව (මෙඟවොට්)
ලංකා විදුලිබල මණ්ඩලය විශාල ජල විදුලි සැපයුම්	1391.35
ලංකා විදුලිබල මණ්ඩලය තාප බලාගාරය	1504.00
පෞද්ගලික තාප බලාගාර	629.00
සාම්ප්‍රදායික නොවන පුනර්ජනනීය බලශක්ති	562.50
එකතුව	4086.35

රටේ දෛනික උපරිම විදුලි අවශ්‍යතාවය මේ දිනවල මෙඟවොට් 2400 ක් පමණ වේ. මෙම මෙඟවොට් 2400 ලබාදීම සඳහා මෙඟවොට් 4086 ක පමණ සමස්ත ස්ථාපිත ධාරිතාවයක් තිබුණද මෙඟවොට් 1391 ක් පමණ වූ ජල විදුලි බලාගාර වල විදුලිය නිෂ්පාදනය පසුගිය වසර 2 තුළ හැරුණි නිසා කාලගුණ තත්වය නිසා සීමා වී ඇත.

2015 වසරේදී ලංකා විදුලිබල මණ්ඩලය ගිඟවොට් පැය 5000 ක් පමණ ජල විදුලිබලය මගින් නිෂ්පාදනය කලද 2017 දී එය ගිඟවොට් පැය 3029 දක්වා ගිඟවොට් පැය 2000 කින් පමණ අඩුවී ඇත. මෙම නිසා තත්වය නිසා ඇතැම් මාස වල රටට අවශ්‍ය සමස්ත විදුලි ධාරිතාවයෙන් 90% ක් පමණ නිෂ්පාදනය කිරීමට සිදුවූයේ ගල් අගුරු සහ ඉන්ධන භාවිතා කිරීමෙනි. ලැබී ඇති වාර්තා අනුව ඉදිරියේදී ස්ථාවර වැසි සහිත කාලගුණ තත්වයක් අපේක්ෂා කල නොහැක. මේ නිසා දැනට විදුලි නිෂ්පාදනයට යොදා ගන්නා පෞද්ගලික විදුලි බලාගාර ඇතුළු සියළුම විදුලි බලාගාර තවදුරටත් ක්‍රියාත්මක කිරීම අත්‍යවශ්‍ය වේ. නමුත් දැනට විදුලිය නිෂ්පාදනයේ යෙදෙන පහත සඳහන් විදුලි බලාගාර වල විදුලිය මිලදී ගැනීමේ ගිවිසුම් කාලය පහත සඳහන් දිනයන්හි අවසන් වීමට නියමිතය.

බලාගාරය	ධාරිතාවය	ගිවිසුම් අවසන් වන දිනය
Ace Power - මාතර	25MW	2018.03.25
Ace Power - ඇම්ප්ලිපිටිය	100MW	2018.04.05
Asia Power - සපුගස්කන්ද	51MW	2018.06.17

මාතර මෙඟවොට් 25 සහ ඇම්ප්ලිපිටිය මෙඟවොට් 100 බලාගාර වල ගිවිසුම් කාලය 2017.01.20 දිනැති අමාත්‍ය මණ්ඩල සංදේශය මගින් 2018.03.25 සහ 2018.04.05 දින දක්වා දීර්ඝ කරන ලදී.

මෙම බලාගාර දෙක ලංකා විදුලිබල මණ්ඩලය මගින් මාස 6ක් ඇතුළත මිලදී ගතයුතු බව භාණ්ඩාගාර නිර්දේශ අනුව අමාත්‍ය මණ්ඩලය තීරණය කර තිබුණි. ඒ අනුව මෙම බලාගාර 2 මිලදී

55.27

ගැනීම සඳහා රාජ්‍ය මුදල් දෙපාර්තමේන්තුවෙන් අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා යටතේ කමිටුවක් සහ ව්‍යාපෘති කමිටුවක් 2016.03.28 දින පත්කර ඇත. ලංකා විදුලිබල මණ්ඩලය මෙම බලාගාර දෙක සඳහා ප්‍රධාන තක්සේරුකරුගේ තක්සේරු වාර්තා ලබාගෙන ඇති අතර එම වාර්තාව අනුව ඇඹිලිපිටිය බලාගාරය රුපියල් 2,370,000,000.00 (රුපියල් බිලියන දෙකයි මිලියන තුන්සිය හැත්තෑවක්) හා මාතර බලාගාරය රුපියල් 484,000,000.00 (රුපියල් මිලියන හතරසිය අසූ හතරක්) වටිනාකමින් තක්සේරු කර තිබේ. තවද, ඇඹිලිපිටිය බලාගාරය අයිතිකරුවන් බලාගාරය විකිණීමට යෝජනා කොට ඇති මිල ඇ. ඩොලර් 17,000,000 (ඇ. ඩොලර් මිලියන දාහතක්) වන අතර මාතර බලාගාරය ඇ. ඩොලර් 4,980,000 (ඇ. ඩොලර් මිලියන හතරයි නවසිය අසූ දහසක) මිලකි.

බලාගාර දෙක සඳහාම ඉදිරිපත් කොට ඇති මිල ප්‍රධාන තක්සේරුකරු ඉදිරිපත්කර ඇති මිලට වඩා වැඩි බැවින් මිල අඩුකිරීම සඳහා බලාගාර අයිතිකරුවන් සමග සාකච්ඡා කමිටුව (CANC) සාකච්ඡා කරන ලදී. තවද සාකච්ඡා සාර්ථක වී නැත. ප්‍රධාන තක්සේරුකරුගේ මිලට වඩා වැඩි මිලට බලාගාර 2 මිලදී ගැනීමට නිර්දේශ කිරීමටද සාකච්ඡා කමිටුව එකඟ වී නැත. එමනිසා ලංකා විදුලිබල මණ්ඩලයේ ඉහළ කළමනාකාරිත්වය මෙම බලාගාර 2 මිලදී ගැනීම වෙනුවට බලාගාර වලින් විදුලිය මිලදී ගැනීමේ ගිවිසුම් දීර්ඝ කිරීම සුදුසු යයි නිර්දේශ කොට ඇත. එම නිසා මෙම බලාගාර 3 හි විදුලිය මිලදී ගැනීමේ කාලය තවදුරටත් දීර්ඝ කිරීම අත්‍යවශ්‍ය වේ.

දැනට ඉදිකිරීම සඳහා සැලසුම් අරඹා ඇති බලාගාර සහ ජාලයට විදුලිය ලබාදීමට අපේක්ෂිත වර්ෂ

බලාගාරය	ධාරිතාවය (මේගාවොට්)	ජාලයට විදුලිබලය ලබාදීමට අපේක්ෂිත වර්ෂය
කෙරවලපිටිය LNG		
තම්බන්තොට (වින රජය සමග ඒකාබද්ධව) LNG	300 MW	2021
කෙරවලපිටිය (ජපාන රජය සමග ඒකාබද්ධව) LNG	400 MW	2021
පකරවලපිටිය (ඉන්දියා රජය සමග ඒකාබද්ධව) LNG	500 MW	2022
ලමා මිය ජල විදුලි	500 MW	2022
සීතාවක ජල විදුලි	150 MW	2020
මන්නාරම සුළං	20 MW	2021
සුනරින් සුර්යබල	100 MW	2020
සියඹලාන්ඩුව සුර්ය බල	100 MW	2020
බෝවිලන්ඩි ජල විදුලි	100 MW	2020
මොරගොල්ල ජල විදුලි	35 MW	2019
තල්ගහපිටිය ජල විදුලි	30 MW	2021
කුඩා සුර්යබල 10x4	20 MW	2022
කුඩා සුළං බලාගාර 10x5	40 MW	2020
කුඩා සුර්යබල 37x1	50 MW	2021
කුඩා සුර්යබල 90 x 1	37 MW	2019
වහල මත සුර්ය ජාල (rooftop)	90 MW	2019
දැව්තෙල් 25 x4	200 MW	2020
බත්තල මත ඉදිකරන දැව්තෙල් බලාගාරය (Barge Mounted)	100 MW	2019
	170 MW	2019

මෙම සියළු බලාගාර ඉදිකොට අවසන් කිරීමට නියමිතව ඇත්තේ 2019 සහ 2022 වසර අතර කාලයේදීය. මෙම තත්වය අනුව 2020 න් පසුව කිසිදු විදුලි හිඟයක් අපේක්ෂා නොකරමි.

2020 දක්වා විදුලිය ලබාදීමේ කෙටි කාලීන සැලැස්ම

ඉහත සඳහන් කළ පරිදි 2020 න් පසුව විශාල විදුලි බලාගාර ප්‍රමාණයක් පද්ධතියට එකතු වීමට නියමිත බැවින් 2020 දක්වා 2018, 2019, 2020 කාලය සඳහා තාවකාලික වැඩ පිළිවෙලක් සකස් කළ යුතුය.

මේ සඳහා පහත සඳහන් වැඩ පිළිවෙළ නිර්දේශ කොට ඇත.

1. දැනටමත් වියුලිය නිෂ්පාදනය කරන මෙගාවොට් 100 Ace Power ඇබ්ලිටිවිය දැවතෙල් බලාගාරය, මෙගාවොට් 25 Ace Power මාතර දැවතෙල් බලාගාරය සහ මෙගාවොට් 51 Asia Power සපුගස්කන්ද දැවතෙල් බලාගාරය යන බලාගාර 3 හි ගිවිසුම් කාලය වසර 3 කින් දීර්ඝ කිරීම.
2. මෙගාවොට් 100 ක අතිරේක වියුලිබල ධාරිතාවක් මාස 6 කට හෝ අවුරුද්දක කාලයක් සඳහා ජාත්‍යන්තර තරගකාරී මිළ ගණන් යටතේ පෞද්ගලික අංශයෙන් මිලදී ගැනීම.
3. මෙගාවොට් 170 ක බත්තල මත සවිකරන ලද වියුලි බලාගාරයක් භාල්ල ප්‍රදේශයේ සවිකිරීම සඳහා පෞද්ගලික අංශයෙන් මිලදී ගැනීම. (Barge Mounted)
4. වහල මත පූර්ව පැනල සවිකිරීම මගින් (roof top) මෙගාවොට් 100 ක ධාරිතාවක් ලබාගැනීම.
5. LED බල්බ 1,000,000 ක් මිලදී ගැනීම සහ ඉල්ලුම් පාර්ශ්වීය බලශක්ති කළමනාකරණය මගින් වියුලිය භාවිතය අඩු කිරීම.

2. විස්තරය

ඉහත සඳහන් දිගුකාලීන (2020 න් පසු) ඉදිකිරීමට නියමිත සියළුම බලාගාර ඉදිකිරීම සඳහා අවශ්‍ය මූලික වැඩ කටයුතු දැනටමත් ආරම්භ කොට ඇත.

කෙටි කාලීන වියුලිය සැරසීමේ වැඩපිළිවෙළ අතුරින් අමාත්‍ය මණ්ඩල අනුමැතිය සහිතව මෙගාවොට් 100 ක අතිරේක වියුලිබල ධාරිතාවක් ජාත්‍යන්තර ලංසු කැඳවීම මගින් පෞද්ගලික අයෝජකයන් දෙදෙනෙකු මගින් දැනටමත් මිලදී ගෙන ඇත. පූර්වය බල සංග්‍රාමය යටතේ වහල මත සවිකරන වියුලි බලාගාර මගින් මේ වන විට මෙගාවොට් 100 කට වැඩි වියුලි ධාරිතාවක් ලබාගෙන ඇත. LED බල්බ 1,000,000 ක් මිලදී ගෙන බෙදා හැරීමට ටෙන්ඩර් කැඳවා ඇති අතර එම ටෙන්ඩරය ඉදිරි මාස 2 ඇතුළත පරිනාමිතව කටයුතු කෙරෙනු ඇත. මෙගාවොට් 170 බත්තල මත ඉදිකෙරෙන බලාගාරයේ ටෙන්ඩර් කටයුතු ආරම්භ කොට ඇත.

මේ අනුව ඉහත සඳහන් කළ පරිදි දැනට ක්‍රියාත්මක වන Ace Power ඇබ්ලිටිවිය මෙගාවොට් 100 බලාගාරය Ace Power මාතර මෙගාවොට් 25 බලාගාරය Asia Power සපුගස්කන්ද මෙගාවොට් 51 බලාගාර වල ගිවිසුම් කාලය දීර්ඝ කිරීම සඳහා අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුව (CANC) තම වාර්තාව ලබාදී ඇත. එම වාර්තාව අනුව මෙම බලාගාර තුන එහි ගිවිසුම් කාලය දීර්ඝ කිරීම සඳහා නිර්දේශ ඉදිරිපත් කොට ඇත.

(අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටු වාර්තාව ඇමුණුම 1 වශයෙන් මේ සමග අමුණා ඇත.)

3. යෝජනා

අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා සම්මුති කමිටුවේ නිර්දේශ සමඟ මා එකඟ වෙමින් පහත සඳහන් යෝජනා කරමි.

3.1 පහත සඳහන් කොන්දේසි වලට යටත්ව මෙගාවොට් 25 ක ධාරිතාවයකින් යුත් සීමාසහිත Ace Power මාතර දැවතෙල් බලාගාරයෙන් වියුලිය මිලදී ගැනීම සඳහා 2017.03.02 දින ලංකා වියුලිබල මණ්ඩලය අත්සන් කරන ලද ගිවිසුම 2018.03.25 දින සිට වසර 3 ක කාලයක් සඳහා දීර්ඝ කිරීම.

- I. 2017.03.02 දින වියුලිය මිලදී ගැනීමේ ගිවිසුමේ ධාරිතා ගාස්තුවේ වෙනස් නොවන සංරචකය (non escalable component) 20% කින් අඩු කිරීම.
- II. ලංකා වියුලිබල මණ්ඩලය බලාගාරය සඳහා අවශ්‍ය ඉන්ධන මිලදී ගැනීම සඳහා මුදල් ගෙවීමට එකඟවීමේ ලිපියක් ලංකා බැංකු තෙල් සංස්ථාව වෙත නිකුත් කිරීම.
- III. ඉහත කොන්දේසි අනුව සාකච්ඡා කොට එකඟ වී ඇති පරිදි ඇමුණුම 2 හි සඳහන් මිල සූත්‍රය අනුව ගෙවීම කිරීම

3.2 පහත සඳහන් කොන්දේසි වලට යටත්ව මෙතාවට 100ක ධාරිතාවයකින් යුත් සීමාසහිත ACE Power ඇඹිලිපිටිය සමාගමට අයිති ACE Power ඇඹිලිපිටිය දැව් තෙල් බලාගාරයෙන් වියදම් මිලදී ගැනීමට 2017.03.17 දින ලංකා විදුලිබල මණ්ඩලය හා සීමාසහිත ACE Power ඇඹිලිපිටිය සමාගම අතර අත්සන් කර ඇති සම්මත වියදම් මිලදී ගැනීමේ ගිවිසුම 2018.04.06 දින සිට ඉදිරි වසර 3කට දීර්ඝ කිරීම.

අමාත්‍ය මණ්ඩලය පත් කළ සාකච්ඡා සම්මුති කමිටුව සමග එකඟ වී ඇති පරිදි ඇමුණුම 3 හි සඳහන් මිල සූත්‍රය අනුව ගෙවීම් කිරීම

3.3 පහත සඳහන් කොන්දේසි වලට යටත්ව මෙතාවට 51ක ධාරිතාවයකින් යුත් Asia Power සමාගමට අයිති Asia Power - සපුරාස්කන්ද බලාගාරයෙන් වියදම් මිලදී ගැනීමට 1996.12.12 දින ලංකා විදුලිබල මණ්ඩලය හා සීමාසහිත Asia Power - සපුරාස්කන්ද සමාගම අතර අත්සන් කරන ලද සම්මත වියදම් මිලදී ගැනීමේ ගිවිසුම 2018.06.18 දින සිට ඉදිරි වසර 3කට දීර්ඝ කිරීම.

- I. දැනට ක්‍රියාත්මක සම්මත වියදම් මිලදී ගැනීමේ ගිවිසුමේ 20වන වසරේ ගෙවන ලද ධාරිතා ගාස්තුවේ වෙනස් නොවන සංරචකය (non escalable component) සඳහා 67% ක් අඩුවෙන් තව ධාරිතා ගාස්තු ගෙවීම.
- II. විදුලි ජ්වලකයක් නිපදවීමට අවශ්‍ය ශක්තිය (Heat Rate) 9304KJ/Kwh සිට 9068 KJ/Kwh දක්වා අඩු කිරීම හා ඒ මත පදනම්ව ඊට සාපේක්ෂව ඉන්ධන සඳහා ගෙවීම් කිරීම.
- III. යෝජිත තව වියදම් මිලදී ගැනීමේ ගිවිසුම් කාලය 2021 ජුනි මස අවසන් වීමෙන් පසුව ඇමෙරිකානු එක්සත් ජනපද ඩොලර් එකක වටිනාකමක් යටතේ වියදම් බලාගාරය ලංකා විදුලිබල මණ්ඩලය වෙත පවරා ගැනීමේ විකල්පය කිසිදු තෛතික බැඳීමකින් හෝ වගකීමකින් තොරව ලංකා විදුලිබල මණ්ඩලය වෙත ලබා දීම.
- IV. ඉහත කොන්දේසි අනුව සාකච්ඡා පකාට එකඟ වී ඇති පරිදි ඇමුණුම 4 හි සඳහන් මිල සූත්‍රය අනුව ගෙවීම් කිරීම

4. අනුමැතිය

ඉහත 3 ඡේදයේ සඳහන් 3.1, 3.2, 3.3 යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය අපේක්ෂා කරමි.

රංජිත් සියඹලාපිටිය (පා.ම.)  
 විදුලිබල හා පුනර්ජනනීය බලශක්ති  
 අමාත්‍ය

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය  
 නො. 72, ආනන්ද කුමාරස්වාමි මාවත,  
 කොළඹ 07.  
 2018 මාර්තු 25 දින





මුදල් හා ජනමාධ්‍ය අමාත්‍යාංශය  
 நிதி மற்றும் வெகுசன ஊடக அமைச்சு  
 MINISTRY OF FINANCE AND MASS MEDIA

අමුණු 36

මහලේකම් කාර්යාලය, කොළඹ 01,  
 ශ්‍රී ලංකාව

செயலகம், கொழும்பு 01,  
 இலங்கை

The Secretariat, Colombo 01,  
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වෙබ් අඩවි } www.treasury.gov.lk  
 වෙබ් සයිට්ස් } www.media.gov.lk  
 Websites }

මගේ අංකය } PFD/INF/119/000/CM/169  
 எனது இல. }  
 My No. }

ඔබේ අංකය } CP 18/0525/727/014/TBR  
 உமது இல. }  
 Your No. }

දිනය } 26.03.2018  
 திகதி }  
 Date }

Cabinet Memorandum  
Observations of the Minister of Finance and Mass Media

Ministry : Power and Renewable Energy  
 Subject & Date : The Extension of the Power Purchase Agreements (PPAs) of the Private Plants from which Ceylon Electricity Board (CEB) currently purchases power  
 15.03.2018

Proposals/ Requests : Approval of the Cabinet of Ministers is sought for the following proposals;

- Subject to the following conditions, the extension of the PPA dated 02.03.2017 signed by the CEB to purchase electricity from 25 MW Ace Power – Matara furnace oil power plant for a period of 3 years with effect from 25.03.2018
  - Reduction of the non-scalable component of capacity charges by 20% from the PPA dated 2017/03/02.
  - Issue of a letter of Comfort from the CEB to the Ceylon Petroleum Corporation(CPC) undertaking a guarantee in respect of payment for fuel supplied by the CPC to the Ace Matara Power Generation (Pvt) Ltd.
  - Payments shall be made in accordance with the pricing formula set out in annex 2 of the Cabinet Memorandum for which the Cabinet Appointed Negotiation Committee (CANC) has agreed with the developers (plant owners).
- Subject to the following conditions, the extension of the PPA dated 17.03.2017 signed between the CEB and the Ace power – Embilipitiya (Pvt) Ltd to purchase electricity from the 100 MW Ace Power – Embilipitiya furnace oil power plant for a period of 3 years with effect from 2018/04/06.  
 Payments shall be made in accordance with the pricing formula set out in annex 2 of the Cabinet Memorandum for which the Cabinet Appointed Negotiation Committee (CANC) has agreed with the developers (plant owners).

3. Subject to the following conditions, the extension of PPA dated 12/12/1996 signed between the CEB and the Ace power - Sapugaskanda (Pvt) Ltd to purchase electricity from the 51 MW Asia Power – Sapugaskanda power plant for a period of 3 years with effect from 18/06/2018



- i Payment new capacity charges by reducing the non-scalable component of capacity charges by 67% from the 20 years tariff of the PPA, which is currently in progress.
- ii Reduce the energy required to produce a unit of electricity (Heat Rate) from 9304 KJ/Kwh to 9068 KJ/ Kwh and fuel payments should be made relatively, based on the said reduction.
- iii After the expiration of the proposed PPA in June 2021, CEB is provided an option without obligation to acquire the plant with a cost of 1 USD. (i.e free of charge)
- iv Payments shall be made in accordance with the pricing formula set out in annex 2 of the Cabinet Memorandum for which the Cabinet Appointed Negotiation Committee (CANC) has agreed with the developers (plant owners).

Observations

It is observed that the Cabinet of Ministers at its meeting held on 20.01.2017 while granting approval to extend the PPA of the 25 MW Ace Power - Mr. up to 25.03.2018 and PPA of the 100 MW Ace Power - Embilipitiya up to 05.04.2018 has decided that the two power plants should be purchased by the CEB within a period of six months. Accordingly, the Ministry of Power and Renewable Energy and CEB has taken action to negotiate with the suppliers through a CANC. However, the negotiations have not been successful due to the fact that the price offered by the suppliers were extraordinarily higher than the government Chief Valuer's valuation.

In view of the need for maintaining an uninterrupted power supply in the country, I agree in principle with the proposals 1, 2 and 3 above to purchase emergency power from the respective suppliers subject to following the conditions stated under each proposal.

I observe that the CEB has failed to implement its medium to long term power generation plans well in advance to meet the increasing power demand of the country which has become to an adverse scenario due to unexpected drought conditions experienced by the country in recent years. The Purchase of emergency power at relatively higher rates may result in an extra financial burden to the Treasury and the CEB each year.

Therefore; the CEB and the Ministry of Power and Renewable Energy should attempt that the proposed plan for the power supply as given in the Cabinet Memorandum is completed well in advance without seeking adhoc solutions at high costs.

I propose for the Ministry of Power and Renewable Energy to submit a Status Report on the proposed power plants as given in the Cabinet Memorandum on quarterly basis for the consideration of the Cabinet of Ministers.



Mangala Samaraweera, M.P.  
Minister of Finance and Mass Media

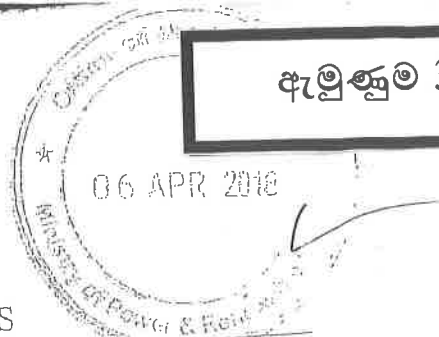
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අමාත්‍ය මණ්ඩල කාර්යාලය  
அமைச்சரவை அலுவலகம்  
OFFICE OF THE CABINET OF MINISTERS



ABINET DECISION

අමාත්‍ය මණ්ඩල තීරණය      අමාත්‍ය මණ්ඩලයේ තීරණයක්

පිටපත්

- ඡනාධිපති ලේකම්.
- නීතිපතිතුමා.
- අග්‍රාමාත්‍ය ලේකම්.
- ජාතික ප්‍රතිපත්ති හා ආර්.ක.ලේකම්.
- මුදල් හා ජනමාධ්‍ය ලේකම්.
- සභාපති, ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභාව.
- විගණකාධිපති.

මගේ අංකය: අමප/18/0525/727/014/වි.ඒ.ආර්  
2018 අප්‍රේල් මස 04 දින.

ක්‍රියා කළ යුතු

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්.  
ලංකා විදුලිබල මණ්ඩලය විසින් වර්තමානයේදී විදුලිය මිල දී ගන්නා පෞද්ගලික බලාගාරවලින් විදුලිය මිල දී ගැනීමට අදාළ විදුලිය මිල දී ගැනීමේ ගිවිසුම්වල කාලය දීර්ඝ කිරීම

(විදුලිබල හා පුනර්ජනනීය බලශක්ති ගරු ඇමතිතුමා ඉදිරිපත් කළ 2018-03-15 දිනැති සංදේශය)

2018 මාර්තු මස 27 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

බබලිවි.එම්.ඒ.චේ.ප්‍රනාන්දු  
අතිරේක ලේකම්.

අ.කලේ/එස්.අබේසිංහ  
අමාත්‍ය මණ්ඩලයේ ලේකම්

(අ) න්‍යාය පත්‍රයේ විෂයයන්:

(II) අමාත්‍ය මණ්ඩල පත්‍රිකා - ප්‍රසම්පාදනයට අදාළ කරුණු :

79. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 18/0525/727/014/වි.ඒ.ආර් වූ, "ලංකා විදුලිබල මණ්ඩලය විසින් වර්තමානයේදී විදුලිය මිල දී ගන්නා පෞද්ගලික බලාගාරවලින් විදුලිය මිල දී ගැනීමට අදාළ විදුලිය මිල දී ගැනීමේ ගිවිසුම්වල කාලය දීර්ඝ කිරීම" යන මාගෙන් විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා ඉදිරිපත් කළ 2018-03-15 දිනැති සංදේශය - ඉහත සඳහන් සංදේශය, මුදල් හා ජනමාධ්‍ය ඇමතිතුමාගේ නිරීක්ෂණ සහ මෙම රැස්වීමේදී විදුලිබල හා පුනර්ජනනීය බලශක්ති ඇමතිතුමා විසින් සිදු කරන ලද වැඩිදුරු කරුණු පැහැදිලි කිරීම සහ අමාත්‍ය මණ්ඩලයේ තවත් සාමාජිකයින් කිහිප දෙනෙකු විසින් පළ කරන ලද අදහස් ඇත්වීම සමඟ සලකා බලන ලදී. මේ පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව, පහත සඳහන් පරිදි තීරණය කරන ලදී:

55 28

- (i) අමාත්‍ය මණ්ඩලය විසින් පත් කරන ලද සාකච්ඡා සම්මුති කමිටුව විසින් නිර්දේශ කරනු ලබ ඇති පරිදි, සංදේශයේ 3 ඡේදයේ 3.1, 3.2 සහ 3.3 අනුඡේදවල සඳහන් යෝජනා සඳහා අනුමැතිය ලබා දීම;
- (ii) පහත සඳහන් පරිදි කටයුතු කරන ලෙස විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශයේ ලේකම්ට නියම කිරීම:
  - (අ) ඉදිරියේදී අධික පිරිවැයකින් යුතු තාවකාලික විසඳුම් යෝජනා කිරීමෙන් තොරව, සංදේශයෙහි දක්වා ඇති විදුලි සැපයුම සඳහා වන යෝජිත සැලැස්ම, ප්‍රමාදයකින් තොරව නිම කෙරෙන බව තහවුරු කරගැනීම පිණිස ලංකා විදුලිබල මණ්ඩලය හා එක්ව අවශ්‍ය පියවර ගැනීම; සහ
  - (ආ) සංදේශයෙහි දක්වා ඇති යෝජිත විදුලිබලාගාර ඉදි කිරීම් පිළිබඳ තත්ත්ව වාර්තාවක්, කාර්තුමය පදනම මත වර්ෂයේ දෙවන කාර්තුවේ සිට ආරම්භ වන පරිදි, සලකා බැලීම පිණිස අමාත්‍ය මණ්ඩලය වෙත ඉදිරිපත් කිරීම.

ක්‍රියා කළ යුතු:

විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය - ඉහත නිරීක්ෂණ යා කොට ඇත.

පිටපත්:

- ජනාධිපති ලේකම් - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
- නීතිපතිතුමා - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
- අග්‍රාමාත්‍ය ලේකම් - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
- ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
- මුදල් හා ජනමාධ්‍ය අමාත්‍යාංශය
- සභාපති, ශ්‍රී ලංකා මහජන උපයෝගිතා කොමිෂන් සභාව - සංදේශයේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

ලංකා විදුලිබල මණ්ඩලය  
இலங்கை மின்சார சபை  
CEYLON ELECTRICITY BOARD

39  
5.5.29

Your ref:

My ref: DGM (EPT)/ Extensions /02

81930-37  
Date: March 29, 2018

Your ref:

Director Gen  
Public Utiliti

Procureme

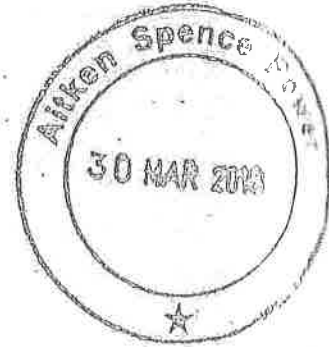
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Managing Director,  
Ace Power Embilipitiya (Pvt) Ltd.,  
No. 315, Vauxhall Street,  
Colombo 02

Director  
Ace Power Generation Matara (Private) Limited  
Level 25, East Tower, World Trade Centre,  
Colombo 01.

General Manager  
Asia Power (Pvt) Ltd  
No. 155, Maya Avenue,  
Colombo 6

Dear Sir,

Extension of PPAs between CEB and Retired IPPs for a 3 Year Period

The Secretary to Ministry of Power and Renewable Energy has communicated to CEB by letter No. PE/TEN/CANC/SS/2016/22 dated March 28, 2018 that the Cabinet of Ministers has granted approval for the Cabinet Memorandum dated March 15, 2018 submitted by Hon. Minister of Power and Renewable Energy in respect of extension of the Power Purchase Agreement entered into between CEB and your Company after its expiry for another continuous three year period.

Since it is required to expedite this procurement, please provide a letter issued from the Public Utilities Commission of Sri Lanka giving concurrence regarding generation license or at least no objection to Ceylon Electricity Board entering into a Power Purchase Agreement with your Company until a generation license is granted to the Company for three year period.

Yours faithfully,

CEYLON ELECTRICITY BOARD

Eng. J. Sujeeva K. Abeywickrama  
Deputy General Manager (Energy Purchases)  
Transmission Division

- Copies to: 1. Director General, Public Utilities Commission of Sri Lanka
- 2. Addl. Gen. Manager (Transmission), CEB

-f.i.&. n.a.pl.  
-f.l.pl.

OFFICE OF THE DEPUTY GENERAL MANAGER - ENERGY PURCHASES - TRANSMISSION

Sixth Floor, No. 50, Sir Chittampalam A. Gardiner Mawatha, Colombo 00200, Sri Lanka.  
Tel: +94 11 234 4775 / Fax: +94 11 234 4774 | e-mail: [dgment@ceb.lk](mailto:dgment@ceb.lk) | [www.ceb.lk](http://www.ceb.lk)

5.5.29

*Aitken Spence* Power

**Ace Power Embilipitiya (Pvt) Ltd.**

Aitken Spence Tower II, 315 Vauxhall Street, Colombo 2, Sri Lanka

T: +94 11 2308308 F: +94 11 2314949, 2345132

W: www.aitkenspence.com

Reg. No. PV 762

Apr 12, 2018

Ref: APE/STPPA/Ext 2018

Via Facsimile: 94 11 2392641

829 10 40

Director General  
Public Utilities Commission of Sri Lanka  
Level 6, BOC Merchant Tower  
St Michael's Road  
Colombo 03



Dear Sir,

**Extension of the Short-Term Power Purchase Agreement between Ace Power Embilipitiya (Pvt) Ltd and Ceylon Electricity Board**

We refer to the Letter/Fax dated March 29, 2018 from the CEB to our Company advising us about the Cabinet Decision to extend the Short-Term Power Purchase Agreement between our Company and CEB and further advising us to obtain a letter of concurrence or no objection from the Public Utilities Commission of Sri Lanka to generate power at the Embilipitiya Plant and dispatch such power to the CEB's national grid. The letter of CEB is attached.

We kindly request you to issue a letter of no objection or a letter of concurrence to Ceylon Electricity Board for CEB to extend the present Short-Term Power Purchase Agreement for a period of three years from April 6, 2018.

We have advised CEB that unless we execute an extension of the Short-Term Power Purchase Agreement on or before April 5, 2018, we will stop generation of power at our Embilipitiya Plant at 12 noon April 6, 2018.

Yours faithfully,

**Ace Power Embilipitiya (Pvt) Ltd**

Anel Wickremarachchi  
Managing Director

① Jan  
pls discuss with me ASAP.  
② 02/04/18

cc: Eng. I.S.K. Abeywickrema, Deputy General Manager-(Energy Purchase)  
Additional General Manager (Transmission)

~~③ Kralin~~

② ~~Wickremarachchi~~, Ganinih



විදුලිබල හා පුනර්ජනනීය බලශක්ති අමාත්‍යාංශය

மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சு

MINISTRY OF POWER & RENEWABLE ENERGY

අංක 72, ආනන්ද කුමාරස්වාමි මාවත, කොළඹ 07.

இல. 72, ஆனந்த குமாரசுவாமி மாவத்தை, கொழும்பு 07.

No. 72, Ananda Coomaraswamy Mawatha, Colombo 07.

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PE/FECH/D/03/05

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 Your Ref. No. }

පියව }  
 திகதி }  
 Date }

17.05.2018



General Manager  
 Ceylon Electricity Board

Procurement of Electricity from ACE Embilipitiya, ACE Matara and Asia Power

Reference is made to your letter dated 03.04.2018 on the above subject.

Supply of uninterrupted power to the country is the responsibility of the Government of Sri Lanka and unless under extremely unavoidable circumstances, we should not impose power cuts to the electricity Consumers.

If we allow avoidable power cuts, repercussion to the national economy will be severe and the investment climate of the country will also get affected badly.

In view of the above, you are hereby authorized to proceed with the due process of procurement of electricity generated from ACE Embilipitiya, ACE Matara and Asia Power without any further delay.

Please treat this as an urgent national requirement as these power plants are readily available for generation of electricity.

*B. M. S.*  
 Dr. B. M. S. Batagoda  
 Secretary  
 Ministry of Power & Renewable Energy

Cc: Chairman/ CEB  
 Additional General Manager (Transmission)/ CEB  
 Director General/ PUCSL

*Handwritten signatures and dates:*  
 22/05/18  
 22/05/18

Sr/17.05.2018

*Handwritten signature:* Nalin

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மின்வலு மற்றும் மீள்புத்தாக்க சக்தி அமைச்சு

MINISTRY OF POWER & RENEWABLE ENERGY

72, ආනන්ද කුමාරස්වාමි මාවත, කොළඹ 07.

72, ஆனந்தகுமார் சுவாமி மாவத்தை, கொழும்பு 07

72, Ananda Coomaraswamy Mw, Colombo 07.

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த.பெ

P.O. Box

576

මගේ අංකය  
எமது இல

PE/TEN/CANC/SS/2016/22

මගේ අංකය

உமது இல

Your Ref. No.

දිනය

திகதி

Date

06.08.2018

My Ref. No.

Secretary to the President,  
President's office

**Extension of three retired power plants to meet the power shortage of Sri Lanka**

The contract period of following three power plants have expired after operating 10 to 20 years period.

1. Heladanavi Ltd (Puttalam)
2. ACE Power (Embilipitiya) Ltd
3. ACE Power Generation Company Ltd (Matarara)

During the 2014 to 2015 period, the policy of the government was not to continue the policy of generating electricity through private power plants and produce electricity only by CEB. Because of this policy at that time, the CEB has decided not to extend the power purchase agreement of above three private power plants.

However, now the policy of the government has changed. The government has decided to procure power from private sector and CEB will not invest in power generation projects. Based on this policy, a 300 MW LNG power plant at Kerewalapitiya has been tendered for development as IPP investment by private sector.

On 18.03.2016, a cabinet Memo was submitted requesting approval of the Cabinet for CEB to purchase above three retired power plants to meet the power shortages. This is because at that time the policy was not to extend the IPPs. The Cabinet Memo was approved on 23<sup>rd</sup> March 2016 by its decision number 16/0519/727/012. (Annexure 01)

According to this Cabinet decision, CANC has been appointed by the Department of Public Finance on 28.03.2016 to negotiate the prices with the IPP owners to purchase above 3 Power Plants.

In the meantime, price proposals from the power plants owners were obtained. (Those proposals are attached as Annexure 02,03, and 04 respectively.)

Even though 3 Power Plant owners submitted their price proposals, it was found that Heladanavi Power Plant has dismantled and Ace Power Matarara is also under repair. Therefore, the CANC decided to proceed with purchasing only Ace Power Ambilitiya.

However, since the Procurement Process will take longer time, the CEB decided to extend the Ambilipitiya 100MW Power Plant for one year by reducing 5% of capacity charges until purchasing process is completed.

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மின்வலு மற்றும்  
மீள்புத்தாக்க சக்தி அமைச்சர்  
Minister of Power &  
Renewable Energy

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විදුලිබල හා පුනර්ජනනීය  
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மின்வலு மற்றும் மீள்புத்தாக்க  
பிரதி அமைச்சர்  
Deputy Minister of Power &  
Renewable Energy

2574735

ලේකම්

செயலாளர்

Secretary

2574918  
2574744

කාර්යාලය

அலுவலகம்

Office

2574922

ෆැක්ස් 2574880  
பெக்ஸ் 2574743  
Fax 2574741

R.R.39  
S.S.31

The Cabinet Memo No. 16/2016/PE dated 29.03.2016 was approved by the Cabinet decision No. 16/0584/727/012-1/TBR dated 30.03.2016. **(Annexure 05)**

Accordingly, Ace Power Ambilipitiya 100MW Power Plant PPA has been extended for one year.

In the meantime to face the Power shortages due to drought condition in the country, the project Committee has requested to extend the PPA of these 3 retired Power Plant for 5 year period. **(Annexure 06)** The Ministry recommended to extend these Power Plants only one year until Power Plants are purchased.

Accordingly, CANC obtained the price proposals from 3 Power Plants to extend the PPAs for one year period.

**Copies of price proposals are attached as annexure 7,8,9.** Based on this, CANC recommended to the Cabinet to extend the PPA for one year period by reducing the 5% of the capacity charges or until the Power Plant Procurement period is completed. **Cabinet Memo dated 29.12.2016 is attached as annexure 10.**

The Cabinet decided by its number 16/2766/727/012-1/TBR dated 10.01.2017 not to extend for one year but to extend for 6 months period and purchase the Plant within six month. **Cabinet decision is attached as annexure 11.**

However, since the Power Plant owners did not agree to extend only for 6 months, the CEB decided to extend Matara and Ambilipitiya Power Plant for one year and submitted a Note to the Cabinet on this by the Cabinet memo No. 01/2017/15 dated 20.01.2017. **(Annexure 12)**

During this period Heladhanavi Plant has been sold to a foreign buyer.

After this, CANC started negotiation for purchasing of Matara 24MW and Ambilipitiya 100MW Power Plant.

The CEB has also obtained valuation report of these power plants from the Chief Valuer. **Copies of the valuation given by the Chief Valuer is attached as Annexure 13 and 14.**

The CANC and the PC have found that the Chief Valuer's valuation is much lower than the value proposed by the plant owners in their new price proposals.

The CANC negotiated with the power plant owners to reduce the prices to match Chief Valuer's valuation. **A minute of the CANC meeting is attached as Annexure 15.**

The Power Plants owners did not agree to reduce the prices. Therefore, CANC requested the CEB to submit a report on whether the purchase of two Power Plants at the prices higher than the Chief Valuer's prices are justifiable.

CEB has done a analysis on this and recommended it is better to extend the PPA rather than purchasing. **Annexure 16**

The Board of CEB on 08.01.2018 has also approved the extension of Matara, Ambilipitiya and Asia Power for 2 year with option to extending the term until the new Power Plants are commissioned. **Board decision is attached as annexure 17.** This is because by that time the 48MW Asia Power Plant has also retired.

GM, CEB by his letter No. GP/CE/182 dated 15.01.2018 requested to extend Ace Power Ambilipitiya Ace Power Matara and Asia Power Sapugaskanda. **This letter is attached as annexure 18.**



By this time the Ministry has also changed its decision about private Power and decided to purchase electricity through private power plant. Accordingly, the CEB has planned to advertise several large power plants such as 300 MW LNG plant, 100 MW Barge Mounted power plant, 4x24 heavy fuel plant, 1400 MW LNG plants on government to government basis and many solar and wind projects from private sector through IPPs.

The Ministry found that when this type of large number of new power plants are procured from private sector on long term PPA, why should CEB purchase above mentioned three retired power plants without extending from PPAs.

Therefore, the Ministry directed the CANC to negotiate the extension of PPA of these three power plants.

This decision is based on the fact that the capacity charge which should be paid for retired power plant is much less than that of new private power plants.

Accordingly, CANC negotiated with the three power plant owners and agreed following terms.

1. Reduce the Non Escalable component of the capacity charge of the PPA dated 02.03.2017 of the Ace Power Plant – Matara by 20%
2. Reduce the Non Escalable component of the capacity charge of the PPA dated 09.05.2003 of the Ace Power Plant – Embilipitiya by 5%
3. Reduce the Non Escalable component of the capacity charge of the PPA dated 12.12.1996 of the Asia Power Sapugaskanda Power Plant by 67% on the 20<sup>th</sup> year tariff of the PPA.

**The Cabinet Memorandum was submitted for approval for CANC recommendations. Cabinet Memo is attached as Annexure 19.** The Cabinet of Ministers approved the recommendations of the CANC at its meeting on 27.03.2018. **Cabinet decision is attached as Annexure 20.** The Ministry conveyed the decision to Chairman CEB, GM CEB to implement. The CEB has requested the concurrence of the PUCSL to extend the PPAs of this three power plants under section 43 of Electricity Act. PUCSL has refused to grant approval

The CEB found that without operating the 100MW Ace Power Ambilipitiya Power Plant, it is not possible to provide electricity to Southern region if Samanala to Balangoda line has interrupted. Therefore, CEB was compelled to extend the ACE Power Ambilipitiya PPA to provide electricity supply to southern region even without the approval of the PUCSL. The CEB requested Ministry to get a special approval to run the Ambilipitiya Power Plant to avoid Power cut.

Based on this request, the Secretary to the Ministry has issued a special direction to operate the Power Plant considering the serious economic and social impact if we have to impose Power cut in the country. **(this letter is attached as Annexure 21)**

Following are the unit price of the all the thermal Power owned by CEB as private companies.

Power Station	Average Unit Cost (LKR/ kWh)
KPS – Gas Turbines	37.31
KPS – Combined Cycle	22.27
Sapugaskanda	22.89
Island Small Generators	63.94
Uthuru Janani	25.00
Barge Mounted PS	19.59
Lakvijaya Power Plant – Thermal Coal	9.31
Asia Power	24.69
Sojitz Kelanithissa	22.49
Ace Power Embilipitiya	23.64
Ace Power Matara	24.41
West Coast	29.85

According to this table, these 3 Power Plants provide electricity at the lowest cost. This means extension of these 3 Power Plants will meet the lowest cost principal of the Electricity Act.

Now this has created a big issue in the media and civil society. The Cabinet also has discussed this as a serious issue.

In terms of Section 13 of the Electricity (amendment) Act no 31 of 2013, the section 43 of principle enactment has been amended. According to this amendment, Section 43-2(a), the commission can give approval for power plants which had been in operation on the approval of the Cabinet of Ministers prior to the date of the coming into force of this Act.

According to the sub section 4(a) of Section 43 of the Act, the power plants which have received the approval of the Cabinet of Ministers prior to the date of the coming into force of this Act has been exempted from the requirement to submit a competitive tender.

In the Electricity Act, there is no provision about the extension of existing power purchase agreement. It has provisions on the new power plants and expansion of the generation capacity of existing power plants. Therefore, we need to develop a methodology for extension of existing PPAs since all our PPAs will be required extension in the future.

According to PPAs of IPPS the generation licensee has agreed to pay the entire capital cost and the financing cost of the power plant through capacity payment. By the time the PPA term expires, the IPP power producer has recovered the entire capital and finance costs. Under this situation when a PPA of a IPP is extended, the capacity charge can be reduced only to the level to accommodate a rehabilitation cost.

For example, the capacity charge payment of the 48MW Asia Power Plant has been Rs. 6.37 per kWh at the time of expiry of the PPA. This has been reduced to Rs. 2.67 per kWh for extension. The capacity payment for Embilipitiya Power Plant is Rs. 1.29 kWh which is the lowest capacity payment among any IPPs in the country. Therefore, using these Power Plants to meet our power generation requirement will also meet the least cost objective of the Electricity Act because if these power plants are not operated we may have to run high cost gas turbines or other high cost power plants including emergency power plants.

The transmission licensee earlier decided not to extend the Embilipitiya and Matara power plants since the government policy at that time was not to purchase electricity from IPPs. The Policy was CEB must develop all large power plants. Now the government policy has changed. The new policy is all future power generation should be done by IPPs. CEB will not engage in large power generation. Based on this new policy we have decided to extend the existing above mentioned 3 retired power plants on negotiated price. If the government only purchase electricity in future from IPPs there is no rationale not to extend the existing IPPs for which the capacity payment is less than the newly purchased power plants. If CEB purchases a new power plant from IPP entire capacity cost has to be paid. Therefore, in future if there is power requirement, we must extend the PPA of IPPs which are in good condition.

When consider the overall macro-economic impact to the economy, extension of PPA of retired IPPs are justified. All equipment of power plants has to be imported paying huge amount of foreign exchange. The effect of the existing power plants belongs to the country even though they are owned by private companies. If we purchase new power plants without using the power plants that are already in the country, we have to pay again a large sum of foreign exchange. This country has a shortage of foreign exchange. We all must try to save the foreign exchange.

In view of this using the existing power plants which have been brought to this country paying foreign exchange is beneficial to the economy, when we consider macro-economic benefits to the country.

In conclusion,

1. Above mentioned 24MW Ace Power Plant Matara, 51 MW Asia Power Plant and 100MW Ace Power Plant Embilipitiya meet the least cost principle in terms of the Electricity Act no. 20 of 2009 since the unit cost of all 3 plants are lower than most of the other thermal plant in operation as presented in above table.

2. Since the power plants which existed prior to the Electricity Act no. 20 of 2009, have been exempted from tendering requirement, the extension of these power plants can be done legally according to the electricity Act no 20 of 2009.

3. In the Electricity Act no. 20 of 2009 and amended no. 31 of 2013, there is no provision about the extension of the existing IPPs. Therefore, the commission can make decisions based on the Cabinet approval.

4. The macro-economic benefits to the economy in terms of draining foreign exchange is lower when extending the existing PPAs than purchasing new power plants from private sector paying higher capacity charge.

5. If these 3 power plants are not extended similar capacity power plants have to be procured paying higher costs which will violate the least cost principle of the Act.

6. Without extending 100MW Ace Power Embilipitiya Power Plant guaranteeing the power supply to the southern region is critical.

Considering above facts, the Ministry of Power & Renewable Energy request NEC to intervene in this issue and to obtain approval of PUCSL for CEB to extend above PPAs of 24MW Ace Power Plant Matara, 51 MW Asia Power Plant and 100MW Ace Power Plant Embilipitiya IPPs for three years as approved by the Cabinet until new power plants which have been planned will be commissioned from 2021 onwards.

  
Dr. B.M.S. Batagoda,

Secretary,

Ministry of Power & Renewable Energy

Copy:

1. Secretary to the Prime Minister
2. Mr. R. Paskaralingam, Advisor to the Prime Minister
3. Director General, National Economic Council
4. Chairman, Public Utilities Commission of Sri Lanka
5. Chairman, Ceylon Electricity Board.

2017.03.13

DATE: [ 13<sup>th</sup> ] March 2017

THE CEYLON ELECTRICITY BOARD

and

ACE POWER EMBILIPITIYA (PRIVATE) LIMITED

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**Extension to the Short Term Power Purchase Agreement Dated April 6, 2016  
relating to the  
100 MW Power Plant at Embilipitiya**

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( 5.5.13 )

## SHORT TERM POWER PURCHASE AGREEMENT

This SHORT TERM POWER PURCHASE AGREEMENT dated as of 13<sup>th</sup> March 2017 (the 'Agreement') entered into between Ace Power Embilipitiya (Pvt) Ltd., a company incorporated with limited liability under the Companies Act No. 17 of 1982, and having its registered office at 315 Vauxhall Street, Colombo 02 (the "Company", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns) and Ceylon Electricity Board, a body corporate established by Act No. 17 of 1969, and having its head office at No.50, Sir Chittampalam A Gardiner Mawatha, Colombo 2 (the "CEB", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns)

### WITNESSETH

**WHEREAS** the Cabinet of Ministers has granted its approval on 10<sup>th</sup> January 2017 and subsequent approval on 31<sup>st</sup> January 2017 for CEB to purchase energy from the Fuel-operated 99.554 MW power plant at Embilipitiya, Sri Lanka owned by the Company (the "Facility") by extending the Short Term Power Purchase Agreement signed between CEB and the Company on 6<sup>th</sup> April, 2016 which was based the agreement dated 9<sup>th</sup> May 2003 (as amended) between CEB and the Company (herein after referred to as "the Principal Agreement"), subject however to certain specific conditions stipulated by the Cabinet of Ministers;

**WHEREAS** the said parties to this Agreement have entered into this Power Purchase Agreement to document a further extension of the validity period of the Short Term Power Purchase Agreement dated 6<sup>th</sup> April, 2016 with effect from 6<sup>th</sup> April, 2017 and to effect the amendments given below.

**AND WHEREAS** the Company is in agreement to sell and CEB is willing to purchase electrical energy generated by the Facility on short term basis according to the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the said parties have agreed as follows:

1. The terms and conditions of the Principal Agreement shall prevail during the Term of this Agreement as far as applicable unless expressly defined otherwise in this Agreement. In case of any discrepancy, the provisions of this Agreement shall supersede.
2. The Section 15.1 "Term" of Article XV of the Principal Agreement shall be replaced as "This agreement shall become effective on execution and shall continue in effect till one year from 6<sup>th</sup> April, 2017 in accordance with the expressed provisions of this Agreement (the "Term") unless this Agreement is terminated earlier by either Party in accordance with the terms and conditions herein contained or by an event of acquiring of the Facility by the CEB."



3. The following sections of the Principal Agreement will not be applicable during the Term of this Agreement.

**Article II "PRELIMINARY PERIOD AND THE OBLIGATIONS OF PARTIES"**

**Section 4.6 "Letters of Credit"** (since Letters of Credit were not established in the Short Term PPA)

**Section 8.1 up to 8.4 of Article VIII "OPERATION"** (since it is a continuation of operation of the Facility)

**All the clauses related to Fuel Supply Agreement shall not be applicable** (since there is no FSA)

4. For the Dollar Denominated Payments for Capacity Charge, the Section 4.4 should be read as below.

Section 4.4 (a) (ii) under "Place, Manner and Currency of Payment" of the Principal Agreement as "The Dollar Denominated Payments due to the Company shall be paid to the Company after converting US Dollars into Rupees at the US Dollar Exchange Rate (Buying Rate) published by the Central Bank of Sri Lanka, applicable to Due Date in accordance with Section 4.4 (b). The Rupee Denominated Payments due to the Company shall be paid to the Company in Rupees in accordance with Section 4.4 (b) "

Section 4.4 (b) should be read as "All payments shall be made in Colombo, Sri Lanka, as specified by the Company, in same-Day value funds not later than 11:00hr. Sri Lanka time, on the Due Date.

Section 4.4 (c) (i), (ii) shall not be applicable.



5. All the parameters used for computation of the payment at the expiry of the Term of Principal Agreement shall be used for the payments during the Term of this Agreement except for the Non Fuel Component of the Energy Charge and the Capacity Charge as follows.

Non Fuel Component of Energy Charge (US\$/kWh)	- 0.008454097
Escalable Component of Capacity Charge (US\$/kWh)	- 0.002133339
Non-Escalable Component of Capacity Charge (US\$/kWh)	- 0.00627

6. Subsection 16.4 (b) under the Section 16.4 "Notices and Other Documentation" of the Principle Agreement shall be replaced as follows.  
(b) If to the Company, to

Director  
ACE Power Embilipitiya (Pvt) Ltd.  
Aitken Spence Tower II  
315, Vauxhall Street  
Colombo 02.

Fax : 94-11-2314949

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318

7. FTR in the Principal Agreement shall not be paid if Fuel is delivered to the Facility from Hambanthota. In such case CPC rates for transport shall be used.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Common Seal of the  
**CEYLON ELECTRICITY BOARD**  
Is affixed hereto in the presence of

W.D.A.S. Wijayapala, Chairman  
and

  
.....

G. Wanasekera, Vice Chairman  
Who attest the sealing thereof

  
.....

Witnesses:

1.  (Signature)


A.K. Samarasinghe (Name)

2.  (Signature)

P.L.G. Kariyawason (Name)

The Common Seal of the  
**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**  
Is affixed hereto in the presence of

L. Wickremarachchi, Managing Director  
and

  
.....

N. Sivapragasam

  
.....

two Directors of the Company  
Who attest the sealing thereof

Witnesses:  
1.  (Signature)

D.W. Basnayake (Name)

2.  (Signature)

K.A.R. EKANAYAKE (Name)

13. FTR in the Principal Agreement shall not be paid if Fuel is delivered to the Facility from Hambanthota. In such case CPC rates for transport shall be used.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.


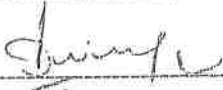
The Common Seal of the  
**CEYLON ELECTRICITY BOARD**  
Is affixed hereto in the presence of

W. B. Ganegala , Chairman  
And

W.A.G.Wanasekera, Vice Chairman  
Who attest the sealing thereof

  
.....  
  
.....

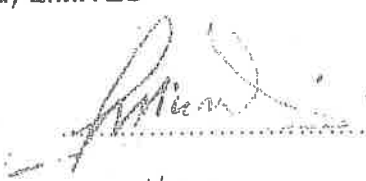
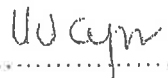
Witnesses:

1.  ..... (Signature)  
A.K. Samarasinghe ..... (Name)
2.  ..... (Signature)  
P.L.G. Kariyawansa ..... (Name)

The Common Seal of the  
**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**  
Is affixed hereto in the presence of

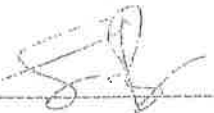

L. Wickremarachchi, Managing Director  
and

N. Sivapragasam

  
.....  
  
.....

two Directors of the Company  
Who attest the sealing thereof

Witnesses:

1.  ..... (Signature)  
J.P. Ekanayake ..... (Name)
2.  ..... (Signature)  
W.B. Ekanayake ..... (Name)



DATE: [ 17<sup>th</sup> ] March 2017

THE CEYLON ELECTRICITY BOARD

and

ACE POWER EMBILIPITIYA (PRIVATE) LIMITED

---

Extension to the Short Term Power Purchase Agreement Dated April 6, 2016  
relating to the  
100 MW Power Plant at Embilipitiya

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## SHORT TERM POWER PURCHASE AGREEMENT

This SHORT TERM POWER PURCHASE AGREEMENT dated as of 17<sup>th</sup> March 2017 (the "Agreement") entered into between Ace Power Embilipitiya (Pvt) Ltd., a company incorporated with limited liability under the Companies Act No. 17 of 1982, and having its registered office at 315 Vauxhall Street, Colombo 02 (the "Company", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns) and Ceylon Electricity Board, a body corporate established by Act No. 17 of 1969, and having its head office at No.50, Sir Chittampalam A Gardiner Mawatha, Colombo 2 (the "CEB", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns)

### WITNESSETH

WHEREAS the Cabinet of Ministers has granted its approval on 10<sup>th</sup> January 2017 and subsequent approval on 31<sup>st</sup> January 2017 for CEB to purchase energy from the Fuel-operated 99.554 MW power plant at Embilipitiya, Sri Lanka owned by the Company (the "Facility") by extending the Short Term Power Purchase Agreement signed between CEB and the Company on 6<sup>th</sup> April, 2016 which was based the agreement dated 9<sup>th</sup> May 2003 (as amended) between CEB and the Company (herein after referred to as "the Principal Agreement"), subject however to certain specific conditions stipulated by the Cabinet of Ministers;

WHEREAS the said parties to this Agreement have entered into this Power Purchase Agreement to document a further extension of the validity period of the Short Term Power Purchase Agreement dated 6<sup>th</sup> April, 2016 with effect from 6<sup>th</sup> April, 2017 and to effect the amendments given below.

AND WHEREAS the Company is in agreement to sell and CEB is willing to purchase electrical energy generated by the Facility on short term basis according to the terms and conditions set forth in this Agreement.

NOW THEREFORE the said parties have agreed as follows:

1. The terms and conditions of the Principal Agreement shall prevail during the Term of this Agreement as far as applicable unless expressly defined otherwise in this Agreement. In case of any discrepancy, the provisions of this Agreement shall supersede.
2. The Section 15.1 "Term" of Article XV of the Principal Agreement shall be replaced as "This agreement shall become effective on execution and shall continue in effect till one year from 6<sup>th</sup> April, 2017 in accordance with the expressed provisions of this Agreement (the "Term") unless this Agreement is terminated earlier by either Party in accordance with the terms and conditions herein contained or by an event of acquiring of the Facility by the CEB."



3. The following sections of the Principal Agreement will not be applicable during the Term of this Agreement.

**Article II "PRELIMINARY PERIOD AND THE OBLIGATIONS OF PARTIES"**

**Section 4.6 "Letters of Credit"** (since Letters of Credit were not established in the Short Term PPA)

**Section 8.1 up to 8.4 of Article VIII "OPERATION"** (since it is a continuation of operation of the Facility)

**All the clauses related to Fuel Supply Agreement shall not be applicable** (since there is no FSA)

4. For the Dollar Denominated Payments for Capacity Charge, the Section 4.4 should be read as below.

Section 4.4 (a) (ii) under "Place, Manner and Currency of Payment" of the Principal Agreement as "The Dollar Denominated Payments due to the Company shall be paid to the Company after converting US Dollars into Rupees at the US Dollar Exchange Rate (Buying Rate) published by the Central Bank of Sri Lanka, applicable to Due Date in accordance with Section 4.4 (b). The Rupee Denominated Payments due to the Company shall be paid to the Company in Rupees in accordance with Section 4.4 (b) "

Section 4.4 (b) should be read as "All payments shall be made in Colombo, Sri Lanka, as specified by the Company, in same-Day value funds not later than 11:00hr. Sri Lanka time, on the Due Date.

Section 4.4 (c) (i), (ii) shall not be applicable.

5. All the parameters used for computation of the payment at the expiry of the Term of Principal Agreement shall be used for the payments during the Term of this Agreement except for the Non Fuel Component of the Energy Charge and the Capacity Charge as follows.

Non Fuel Component of Energy Charge (US\$/kWh)	- 0.008454097
Escalable Component of Capacity Charge (US\$/kWh)	- 0.002133339
Non-Escalable Component of Capacity Charge (US\$/kWh)	- 0.00627

6. Subsection 16.4 (b) under the Section 16.4 "Notices and Other Documentation" of the Principle Agreement shall be replaced as follows.

(b) If to the Company, to

Director  
ACE Power Erbilipitiya (Pvt) Ltd.  
Aitken Spence Tower II  
315, Vauxhall Street  
Colombo 02.

Fax : 94-11-2314949

7. FTR in the Principal Agreement shall not be paid if Fuel is delivered to the Facility from Hambanthota. In such case CPC rates for transport shall be used.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Common Seal of the  
**CEYLON ELECTRICITY BOARD**  
Is affixed hereto in the presence of

W.D.A.S. Wijayapala, Chairman  
and

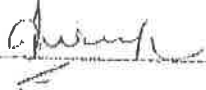
G. Wanasekera, Vice Chairman  
Who attest the sealing thereof



Witnesses:

1.  (Signature)

A.K. Sumanasinghe (Name)

2.  (Signature)

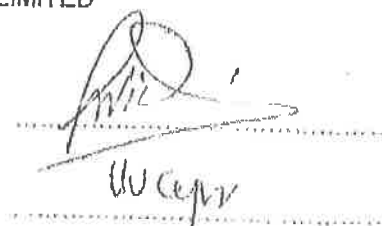
P.L.G. Karunawase (Name)

The Common Seal of the  
**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**  
Is affixed hereto in the presence of

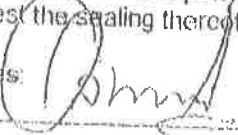
L. Wickremaratchi, Managing Director  
and

N. Sivapragasam

two Directors of the Company  
Who attest the sealing thereof



Witnesses:

1.  (Signature)

D.W. Basnayake (Name)

2.  (Signature)

R.D.B. EKANAYAKE (Name)

DATE: 5 April, 2018

THE CEYLON ELECTRICITY BOARD

and

ACE POWER EMBILIPITIYA (PRIVATE) LIMITED

---

Extension to the Short Term Power Purchase Agreement Dated March 17, 2017  
relating to the  
100 MW Power Plant at Embilipitiya

---

## SHORT TERM POWER PURCHASE AGREEMENT

This SHORT TERM POWER PURCHASE AGREEMENT dated as of 5 April, 2018 (the 'Agreement') entered into between Ace Power Embilipitiya (Pvt) Ltd., a company incorporated with limited liability under the Companies Act No. 17 of 1982, and having its registered office at 315 Vauxhall Street, Colombo 02 (the "Company", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns) and Ceylon Electricity Board, a body corporate established by Act No. 17 of 1969, and having its head office at No.50, Sir Chittampalam A Gardiner Mawatha, Colombo 2 (the "CEB", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns)

### WITNESSETH

**WHEREAS** the Cabinet of Ministers has granted its approval on 27.03.2018, 2018 for the Cabinet Memorandum No. 95/2018/PE dated 15<sup>th</sup> of March 2018 for CEB to purchase energy from the Fuel-operated 99.554 MW power plant at Embilipitiya, Sri Lanka owned by the Company (the "Facility") by extending the Short Term Power Purchase Agreement signed between CEB and the Company on 17<sup>th</sup> March, 2017 which was based the agreement dated 9<sup>th</sup> May 2003 (as amended) between CEB and the Company (herein after referred to as "the Principal Agreement"), subject however to certain specific conditions stipulated by the Cabinet of Ministers;

**WHEREAS** the said parties to this Agreement have entered into this Power Purchase Agreement to document a further extension of the validity period of the Short Term Power Purchase Agreement dated 17<sup>th</sup> March, 2017 with effect from 5 April, 2018 and to effect the amendments given below.

**AND WHEREAS** the Company is in agreement to sell and CEB is willing to purchase electrical energy generated by the Facility on short term basis according to the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the said parties have agreed as follows:

1. The terms and conditions of the Principal Agreement shall prevail during the Term of this Agreement as far as applicable unless expressly defined otherwise in this Agreement. In case of any discrepancy, the provisions of this Agreement shall supersede.
2. "Re-Commissioning Period" means period during which re-commissioning of the Facility will be carried out.
3. The Section 15.1 "Term" of Article XV of the Principal Agreement shall be replaced as "This agreement shall become effective on execution and shall continue in effect till three (03) years from 5 April, 2018 in accordance with the expressed provisions of this Agreement (the "Term") unless this Agreement is terminated earlier by either Party in accordance with the terms and conditions herein contained or by an event of acquiring of the Facility by the CEB."
4. **AND WHEREAS** the parties have agreed to add the following subsection as 4.2.1 under section 4.2 "Monthly Payment of 1/12<sup>th</sup> of Total Capacity Charge".

4.2.1 Provided however, until Final Completion Date that the Company reach and demonstrate the GPC, the Capacity charge shall be pro-rated according to the actual achieved plant capacity."

5. Section 4.3 (b) (ii) under "Billing Procedures" of the Principal Agreement is hereby replaced by "Capacity Charge as per Section 4.2"
6. Subsections 8.2 (a), 8.2(b) and 8.2(c) under Section 8.2 of the Principal Agreement shall be replaced as follows.

subsection 8.2 (a)

Within one week after signing of this Agreement, the Company shall deliver to CEB schedules describing the principal milestones and dates by which the following events are expected to occur ("Milestones Schedule"):

- Date of start of supplying electrical energy to CEB before re-commissioning (earliest possible date not later than three days after signing of this Agreement)
- Commencement and completion of re-commissioning of Facility
- Scheduled Completion Date

subsection 8.2 (b)

"15 days" mentioned under this subsection shall be replaced by "3 days"

subsection 8.2 (c)

Subject to Section 8.2 (d) below, the Scheduled Completion Date shall be no later than 6 weeks after the date of execution of this Agreement.

7. Item number 4 of Part B "Performance Test" of Seventh Schedule should be amended as "Sets will be run parallel with the grid at full load during 1h at 30 deg. C on the testing date (P=100%, Q will be set to a suitable level, dependent of the grid voltage), subject to the maximum generation of GPC.
8. The following sections of the Principal Agreement will not be applicable during the Term of this Agreement.

## **Article II "PRELIMINARY PERIOD AND THE OBLIGATIONS OF PARTIES"**

### **Section 8.1 and 8.4 of Article VIII "OPERATION"**

**All the clauses related to Fuel Supply Agreement shall not be applicable (since there is no FSA)**



9. Section 8.3 (b)

"14 days" mentioned under this Section shall be replaced by "3 days".

10. For the Dollar Denominated Payments for Capacity Charge, the Section 4.4 should be read as below.

Section 4.4 (a) (ii) under "Place, Manner and Currency of Payment" of the Principal Agreement as "The Dollar Denominated Payments due to the Company shall be paid to the Company after converting US Dollars into Rupees at the US Dollar Exchange Rate (Buying Rate) published by the Central Bank of Sri Lanka, applicable to Due Date in accordance with Section 4.4 (b). The Rupee Denominated Payments due to the Company shall be paid to the Company in Rupees in accordance with Section 4.4 (b) "

Section 4.4 (b) should be read as "All payments shall be made in Colombo, Sri Lanka, as specified by the Company, in same-Day value funds not later than 11:00hr. Sri Lanka time, on the Due Date.

Section 4.4 (c) (i), (ii) shall not be applicable.

11. All the parameters used for computation of the payment at the expiry of the Term of Principal Agreement shall be used for the payments during the Term of this Agreement except for the Non Fuel Component of the Energy Charge and the Capacity Charge as follows.

Non Fuel Component of Energy Charge (US\$/kWh) - 0.008454097  
Escalable Component of Capacity Charge (US\$/kWh) - 0.002133339  
Non-Escalable Component of Capacity Charge (US\$/kWh) - 0.00627

12. Subsection 16.4 (b) under the Section 16.4 "Notices and Other Documentation" of the Principle Agreement shall be replaced as follows.

(b) If to the Company, to

Director  
ACE Power Embilipitiya (Pvt) Ltd.  
Aitken Spence Tower II  
315, Vauxhall Street  
Colombo 02.

Fax : 94-11-2314949

2  
f 14



13. FTR in the Principal Agreement shall not be paid if Fuel is delivered to the Facility from Hambanthota. In such case CPC rates for transport shall be used.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.





The Common Seal of the  
**CEYLON ELECTRICITY BOARD**  
Is affixed hereto in the presence of

W. B. Ganegala , Chairman  
And

W.A.G.Wanasekera, Vice Chairman  
Who attest the sealing thereof

  
-----  
  
-----

Witnesses:

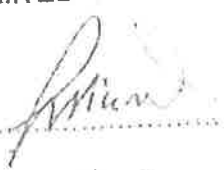
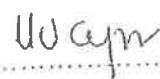
1. ----- (Signature)  
----- (Name)  
2. ----- (Signature)  
----- (Name)

The Common Seal of the  
**ACE POWER EMBILIPITIYA (PRIVATE) LIMITED**  
Is affixed hereto in the presence of




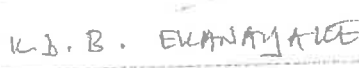
L. Wickremarachchi, Managing Director  
and

N. Sivapragasam

two Directors of the Company  
Who attest the sealing thereof

  
-----  
  
-----

Witnesses:

1. ----- (Signature)  
----- (Name)  
2. ----- (Signature)  
----- (Name)

Date: 28<sup>th</sup> March 2022

THE CEYLON ELECTRICITY BOARD

And

ACE POWER EMBILPITIYA (PRIVATE) LIMITED

---

**Short Term Power Purchase Agreement**

**Relating to the**

**93 MW Power Plant at Embilipitiya.**

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## SHORT TERM POWER PURCHASE AGREEMENT

This SHORT TERM POWER PURCHASE AGREEMENT dated as of 28<sup>th</sup> March 2022 (the "Agreement") entered into between Ace Power Embilipitiya (Pvt) Ltd., a company incorporated with limited liability under the Companies Act No. 17 of 1982, and re-registered under the companies Act No. 7 of 2007 and having its registered office at 315 Vauxhall Street, Colombo 02 (the "Company", which expression shall, unless repugnant to the context, mean and include the Company's successors and permitted assigns) and Ceylon Electricity Board, a body corporate established by Act No. 17 of 1969, and having its head office at No.50, Sir Chittampalam A Gardiner Mawatha, Colombo 2 (the "CEB", which expression shall, unless repugnant to the context, mean and include the CEB's successors and permitted assigns).

### WITNESSETH

**WHEREAS** the said parties to this Agreement had entered into the Power Purchase Agreement dated 09<sup>th</sup> May 2003 (as amended), (hereinafter referred to as "the Principal Agreement") of which, the Term ended on 06<sup>th</sup> April 2015 with respect to the constructing, owning, operating and maintaining Fuel operated 99.554MW power plant at Embilipitiya, Sri Lanka by the Company and the sale of electrical energy generated by the above power plant to CEB;

**WHEREAS** the said parties to the Principal Agreement had entered into Short Term Power Purchase Agreement dated 06<sup>th</sup> April, 2016 for the period of one year which was further extended for another one-year period by Short Term Power Purchase Agreement dated 17<sup>th</sup> March 2017 and for a further three-year period by Short Term Power Purchase Agreements dated 5<sup>th</sup> April, 2018 respectively;

**WHEREAS** the Cabinet of Ministers has granted its approval on 07<sup>th</sup> March, 2022 as per Cabinet paper No. 22/0381/318/024 for the CEB to purchase energy from the Fuel-operated 93 MW power plant at Embilipitiya, Sri Lanka, owned by the Company (the "Facility") on the terms and conditions of the Principal Agreement subject however to certain specific conditions stipulated by the Cabinet of Ministers as reflected in this Agreement;

**WHEREAS** the said Parties to this Agreement have entered into this Power Purchase Agreement with effect from 28<sup>th</sup> March 2022 to effect the amendments given below to the Principal Agreement;

**AND WHEREAS** the Company is in agreement to sell and CEB is willing to purchase electrical energy generated by the Facility on short term basis for a period of 06 Months according to the terms and conditions set forth in this Agreement;

**NOW THEREFORE** the said parties have agreed as follows:

1. The terms and conditions of the Principal Agreement shall prevail during the Term of this Agreement as far as applicable unless expressly defined otherwise in this Agreement. In case of any discrepancy between Principal Agreement and this Agreement, the provisions of this Agreement shall supersede those terms and conditions of the Principal Agreement.



2. "Re-Commissioning Period" means period during which re-commissioning of the facility will be carried out.
3. "Minimum Guaranteed Energy Amount" or "MGEA" means 697,674,432 kWh of electrical energy per year" of Article I (Definitions), section 1.1 of the Principal Agreement is hereby replaced by "Minimum Guaranteed Energy Amount" or "MGEA" means 270,000,000 kWh of electrical energy for the 6-month period.
4. "Guaranteed Plant Capacity" or "GPC" means 99.554 MW or such lower capacity as declared pursuant to Section 8.2 (f) of Article I (Definitions), section 1.1 of the Principal Agreement is hereby replaced by "Guaranteed Plant Capacity" or "GPC" means 93 MW or such lower capacity as declared pursuant to Section 8.2 (f).
5. The Parties have hereby agreed that the provisions of Section 1 and Section 2 of the Eighth Schedule of the Principal Agreement shall not be applicable to this Agreement. For the avoidance of doubt, notwithstanding any provision in the Principal Agreement, the Parties hereby agree that Liquidated Damages shall not be payable to the CEB by the Company for the following – non-achievement of the Guaranteed Plant Capacity or Failing to achieve the Final Completion Date by the Scheduled Completion Date. However, the Company shall be liable to pay Liquidated Damages for Shortfall in the generation of electrical energy as per Section 3.
6. The Section 15.1 "Term" of Article XV of the Principal Agreement shall be replaced as "This agreement shall become effective on execution and shall continue in effect till six (06) months from the Date of start of supplying electrical energy to CEB by the Company in accordance with the expressed provisions of this Agreement (the "Term") unless this Agreement is terminated earlier by either Party in accordance with the terms and conditions herein contained or by an event of acquiring of the Facility by the CEB.
7. The parties have agreed to add the following subsections as 4.2 (a) and 4.2 (b) under Section 4.2 "monthly payment of 1/12th of total capacity charge" of the Principal Agreement.
  - 4.2 (a) Provided however, until Final Completion Date that the Company reaches and demonstrates the GPC, the Capacity Charge shall be pro-rated according to the actual achieved plant capacity. On reaching GPC, the Company shall be paid 1/180<sup>th</sup> of MGEA daily until the expiry of the Term of this Agreement.
  - 4.2 (b) "However, for the avoidance of doubt the Parties have agreed that the Company shall be entitled to the total Capacity Charge for the Six-month period based on MGEA of 270,000,000 kWh. The Company shall reconcile the Capacity Charge received for the preceding five months and shall claim the difference between the actual amount received and MGEA in the Monthly Invoice for the final month (the Sixth month) and in accordance with Section 4.7(c) of the Principal Agreement as applicable.
8. The terms "Year" and "Annual" of the Principal Agreement is hereby replaced by "six months" as applicable in the context of the Term of this PPA being six months.
9. "1/12<sup>th</sup> of the Total Capacity" of the Principal Agreement is hereby replaced by "1/6<sup>th</sup> of the Total Capacity Charge."

10. The Parties agree for the purpose of this Agreement, Excess Energy for the Six month period is the difference between "X" and MGEA (270,000,000 kWh) where "X" is the Metered Sales for the Six-Month period plus energy lost due to Force Majeure under Section 13.1 (a) of the Principal Agreement affecting the either Party provided however "X" is greater than MGEA (270,000,000 kWh).
11. Sections 4.9 (a) of the Principal Agreement will not be applicable during the Term of this Agreement
12. The Parties have agreed to replace Section 4.11 of the Principal Agreement with the following:
- Company shall calculate, at the end of the Six-Month period, the Excess Energy as defined above for the Six-Month period. At the end of the Six Month period the Company shall be entitled to receive and CEB shall pay the Excess Energy Capacity Charge for the amount of such Excess Energy based on the Capacity Charges (Non Escalable Component and Escalable Component) stated in Section 21 of this Agreement and in the same proportions applicable for the above components of "Up to and including MGEA" and "Above MGEA" of the tenth year tariff of the Principal Agreement.
13. For avoidance of doubt Shortfall will not include the amount of electrical energy the Company was unable to deliver due to any Force Outage resulting from the failure of the Company to receive Fuel for power generation. However, the Company will not be entitled to charge Capacity Charges Non escalable for the days due to unavailability of Fuel at the Facility for power generation.
14. Subsections 8.2 (a), 8.2(b) and 8.2(c) under Section 8.2 of the Principal Agreement shall be replaced as follows.

Subsection 8.2 (a)

Within two days after signing of this Agreement, the Company shall deliver to CEB schedules describing the principal milestones and dates by which the following events are expected to occur ("Milestones and Schedule");

- Date of start of supplying electrical energy to CEB before re-commissioning (Earliest possible date not later than five days after receiving HFO to the Facility after signing of this Agreement).
- Commencement and completion of re-commissioning of Facility.
- Scheduled Completion Date.

Subsection 8.2 (b)

"15 days" mentioned under this subsection shall be replaced by 2 days"

subsection 8.2 (c)

Subject to Section 8.2 (d) below, the Scheduled Completion Date shall be no later than 12 weeks after the date of execution of this Agreement provided the Company has not experienced any disruption of delivery of HFO to the Facility during the aforesaid 12 week period.

15. The Company shall submit proposed programme of Scheduled Maintenance for the Term of this agreement to CEB on a Date before the Date of start of supplying electrical energy to CEB, but not later

than 02 Days of signing of this Agreement and in accordance with the other conditions specified in Paragraph 2 of the Third Schedule of the Principal Agreement as applicable.

16. Within two (02) Days of submission of such programme of Scheduled Maintenance to CEB by the Company, CEB shall submit the Six Month Dispatch Schedule to the Company in accordance with the other conditions specified in Paragraph 3 of the Third Schedule of the Principal Agreement as applicable.
17. Item number 4 of Part B "Performance Test" of Seventh Schedule of the Principal Agreement should be amended as "Sets will be run parallel with the grid at full load during 1h at 30 deg. C on the testing date (P=100%, Q will be set to a suitable level, dependent of the grid voltage), subject to the maximum generation of GPC.
18. The following sections of the Principal Agreement will not be applicable during the Term of this Agreement.

Article II "Preliminary Period and the Obligations of Parties"

Section 8.1 and 8.4 of Article VIII "Operation"

All the clauses related to fuel supply agreement shall not be applicable (since there is no FSA)

19. Section 8.3 (b) the Principal Agreement

"14 days" mentioned under this Section shall be replaced by "3 days"

20. For the Dollar Denominated Payments for Capacity Charge, the Section 4.4 the Principal Agreement should be read as below.

Section 4.4 (a) (ii) under "Place, Manner and Currency of Payment" of the Principal Agreement as "The Dollar Denominated Payments due to the Company shall be paid to the Company in equivalent Sri Lankan Rupees after converting US Dollars into Rupees at the US Dollar Exchange Rate (Buying Rate) published by the Central Bank of Sri Lanka (CBSL), applicable to Due Date in accordance with Section 4.4 (b). The Capacity Charge (Non-Escalable Component) shall be determined in Sri Lankan Rupees based on the US Dollar Exchange rate (Buying Rate) published by CBSL prevailing on the date of signing this Agreement. Within two days of signing the Agreement each Party will notify the other Party the applicable US Dollar Exchange Rate for determining the Capacity Charge (Non Escalable Component) as published by CBSL on the website.

The Rupee Denominated Payments due to the Company shall be paid to the Company in Rupees in accordance with Section 4.4 (b)

Section 4.4 (b) should be read as "All payments shall be made in Colombo, Sri Lanka, as specified by the Company, in same-Day value funds not later than 11:00hr. Sri Lanka time, on the Due Date.

Section 4.4 (c) (i), (ii) and (iii) shall not be applicable.

21. All the parameters used for computation of the payment at the expiry of the Term of Principal Agreement shall be used for the payments during the Term of this Agreement except for following contracted parameters and values.

	Description		Unit	06 Months Term
1	Plant Capacity		MW	The load will be increased gradually up to 79 MW within 6 weeks 08 <sup>th</sup> week onwards = 86 MW 12 <sup>th</sup> week onward = 93 MW
2	Minimum Guaranteed Energy Amount	MGEA	kWh	270,000,000 kWh
3	Capacity Charge (Non-Escalable Component)	CC <sub>nei</sub>	Dollars/kWh	0.00627
4	Capacity Charge (Escalable Component)	CC <sub>ei</sub>	Dollars /kWh	0.002133339
5	Energy Charge (Non-Fuel Component)	EC <sub>nf</sub>	Dollars /kWh	0.008454097
6	Fuel Consumption Rate	FCR	kg/kWh	0.2217 at 42,677 kJ/kg
7	Base Fuel Transport Rate	FTR <sub>b</sub>	Rs./kWh	CPC Approved Rate for Fuel Transport
8	Base Stop Charge per Generating Set	NNN	Rs.	15,000
9	CEB Entitled No of Free Stops		Nos	100 per 6 months

22. The Company is responsible for obtaining and maintaining adequate Fuel complying with the specifications for operation of the power plant provided CPC shall not restrict issue of Fuel to the Company for a reason other than an issue for which the Company is liable.
23. Claims for liabilities and Disputes, if any, related to past period of operation of the Facility shall not be carried into this Agreement.
24. Failure to achieve the Date of start of supplying electrical energy to CEB on or before five days after receiving HFO to the Facility after signing of this Agreement as a result of the Company's fault shall result in this Agreement to be null and void, subject to Force Majeure in the Principal Agreement.

25. Subsection 16.4 (b) under the Section 16.4 "Notices and Other Documentation" of the Principal Agreement shall be replaced as follows.

(b) If to the Company, to


Director.  
ACE Power Embilipitiya (Pvt) Ltd.  
Aitken Spence Tower II  
315, Vauxhall Street  
Colombo 02.

Fax : 94-11-2314949

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Common Seal of the  
CEYLON ELECTRICITY BOARD  
Is affixed hereto in the presence of

M.M.C. Ferdinando , Chairman

  
.....

And

B. Wijesena, Board Member

  
.....

Who attest the sealing thereof

Witnesses:

1  (Signature)

2  (Signature)

R. Abeysela (Name)

P. W. Hendahewasa (Name)

The Common Seal of the  
ACE POWER EMBILIPITIYA (PRIVATE) LIMITED  
Is affixed hereto in the presence of

Dr. Parakrama Dissanayake, Chairman

  
.....

And

Mr. L. Wickremaratchi, Managing Director

  
.....

Who attest the sealing thereof

Witnesses:

1  (Signature)

2  (Signature)

K. B. B. EKANIMARU (Name)

K. M. G. S. MADURANGA (Name)

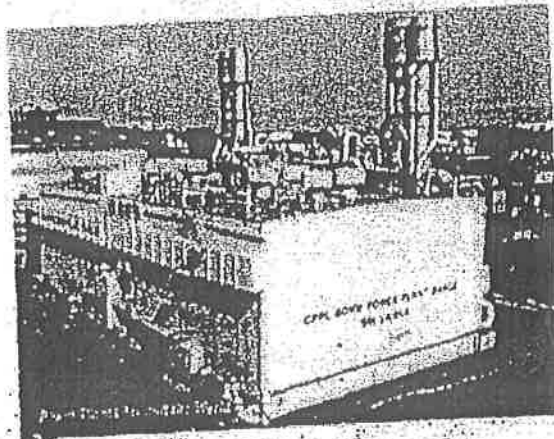






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# FEASIBILITY STUDY FOR EXTENDING OF OPERATION OF BARGE MOUNTED POWER PLANT (60MW)



Ceylon Electricity Board  
March 2015

power plant and ACE Power Embilipitiya 100MW thermal power plant. Ambalangoda to Galle 132 kV transmission line will be completed by beginning of 2015.

ACE Power Embilipitiya 100MW IPP plant is due to retire from the system by 2015. There is no major power plant development identified in Southern province though generation in southern haven been included in Long Term Transmission Development Plan 2013-2022. The power generation at Laxapana complex reach Southern grids through Balangoda - Galle 132kV double circuit transmission line, which is 50 years old and has a capacity of 40MVA per circuit (at present the capacity has increased to 96MVA by increasing the overcurrent relay setting). Thus it is clear that under low hydro condition Southern network face severe low voltage problem in transmission network.

#### IPP Locations considered

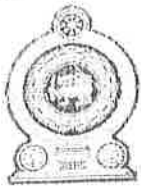
Following table shows different options used in this study, considering different places available for the IPPs to be connected in the Southern province in order to solve the issues.

Options	Description	Associated Transmission Cost ( Rs. Million )
1	Shifting of BMPP to Galle with ACE Matara Extension without ACE Embilipitiya	225
2	Shifting of BMPP to Hambantota with ACE Matara Extension without ACE Embilipitiya	384
3	Shifting of BMPP to Galle with ACE Matara Extension with ACE Embilipitiya	225
4	Shifting of BMPP to Hambantota with ACE Matara Extension with ACE Embilipitiya	431
5	Shifting of BMPP to Hambantota without ACE Matara Extension with ACE Embilipitiya	431
6	Shifting of Heladanavi to Hambantota without ACE Embilipitiya	73
7	Shifting of Heladanavi to Matara without ACE Embilipitiya	69
8	Only Ace Embilipitiya is in Southern Network	-

Above mentioned seven options were studied in order to find the suitable location for BMPP with better improvement to the transmission network.

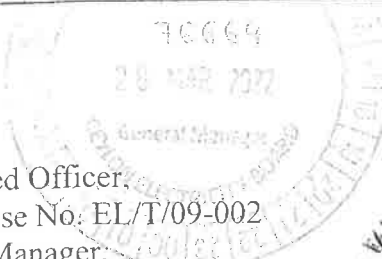
From the study it has been recommended the following, in order to have a better voltage profile and better system stability in Southern province,

- Extend ACE Power Embilipitiya for another period (4 to 5 years) till proposed transmission facilities are implemented.
- Shift BMPP to Hambantota considering major loads in that area due to infrastructure development



ශ්‍රී ලංකා මහජන උපයෝගීතා කොමිෂන් සභා  
இலங்கைப் பொதுப் பயன்பாடுகள் ஆணைக்குழு  
PUBLIC UTILITIES COMMISSION OF SRI LANKA

ඔබේ අංකය }  
உமது இல }  
Your No. }



අපේ අංකය }  
எமது இல. }  
Our No. }

PUC/LIC/2022/TL/60

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திகதி }  
Date } 12<sup>th</sup> March 2022

Authorized Officer,  
For License No: EL/T/09-002.  
General Manager,  
Ceylon Electricity Board,  
50, Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.



2022/1098  
04 APR 2022  
For DGM (C) 2022  
CEYLON ELECTRICITY BOARD

Dear Dr.Abeyssekera,

**Approval to Award 93MW Guaranteed plant Capacity under Short Term Power Purchase Agreement of ACE Power Embilipitiya Pvt Ltd Purchase of Electrical Power on Short Term Basis**

This has reference to your letter dated March 09,2022 on the above subject

Considering the submissions made vide the said letter, the decision of the Cabinet of Ministers and the draft Power Purchase Agreement attached to the said letter, the Commission wishes to raise the following concerns and requires Transmission Licensee to explain and clarify.

- The date on which the term of the agreement begins is not clearly stated (6 months period) - It is not clear whether the date given therein is the date of beginning of the operation or the date on which the load is increased to 93MW?
- Requirement on negotiating the 6 weeks delay to connect the plant, as the capacity addition is urgently needed
- The timeline as to how the load is gradually increased to 93MW on weekly basis.
- It is not clear whether the Capacity charge is paid on instances where fuel is not available for operating the power plant
- Linking the Non scalable component in capacity charge directly to USD rate.

You are requested to clarify and provide assurance to the effect that the above concerns are addressed.

However, approval of the Commission was granted for the procurement of emergency power from ACE Power Embilipitiya (Pvt) Ltd and for the draft power purchase agreement submitted with your above referred letter subject to the following conditions.

DGM (EP)  
Jana Jm  
20/03/2022

2022/1098  
5.5.4

Eng PW Hendahewa  
AGM (Transmission)

CE(EP)  
G.W. Vajira Priyantha  
DGM (EPT)

06 වන මහල, ලංකා බැංකු වෙළඳ කුච්ඡ, 06 ජ්‍යෙෂ්ඨ මාද, இலங்கை வங்கி வர்த்தகக் கோபுரம், Level 06, BOC Merchant Tower,  
26, லாண்ட் மிகைல் சாட், கொழும்பு 03, ශ්‍රී ලංකාව. 28, சென் மைக்கல் வீதி, கொழும்பு 03, இலங்கை. 28, St. Michael's Road, Colombo 03

Tel : +94 11 2392607/8 Fax : +94 11 2392641 E-mail : info@pucsl.gov.lk Web : www.pucsl.gov.lk

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தலைவர் } +94 11 2392604 339 අධ්‍යක්ෂ ජනරාල් }  
Chairman } பணிப்பாளர் நாயகம் } +94 11 2392606  
Director General }

5.5.90

1. Ensure fuel supply to all existing plants first and emergency power plants shall be supplied with fuel only upon fulfilling the requirements of existing power plants (generation licensees)
2. Power purchase agreement shall clearly specify how the capacity charge is dealt with in the event of fuel unavailability. Commission recommends no capacity charge to be paid to the power plants purchased on emergency basis in the case of non-availability of capacity due to unavailability of fuel.
3. Incremental costs of emergency power (difference between least cost option and emergency power) shall not be allowed to pass through to the end users (consumers) as this is an emergency created through inaction of the transmission licensee as explained in Annexed report.
4. Tenders shall be called on or before June 01, 2022 for the procurement of generation plants which are included in the LCLTGEP 2018-2037 approved by PUCSL to address the issue in the Southern Grid.
5. Non scalable component in capacity charge shall be capped at in SLR calculated on the exchange rate prevailed on the day of signing
6. All emergency power plants shall operate on merit order basis and transmission licensee shall demonstrate that the power plants operated on merit order through an independent dispatch audit at the end of Power Purchase Agreement period of 6 months

Further a report is attached to this letter, giving visible route causes and observations of the Commission in regard to the reasons that lead to present day power crisis, is sent herewith for your information and attention. The Commission expects that the CEB will take a serious note of it in order to avoid occurring of similar situations in future.

Yours faithfully,



**PUBLIC UTILITIES COMMISSION OF SRI LANKA**  
**Damitha Kumarasinghe**  
**Director General**

CC-

Secretary – Ministry of Power  
Chairman – CEB



## Report March 12,2022

### The reasons that led to the present power crisis as observed by the Commission

#### A. Reasons leading to current situation on shortage of Power supply

After analyzing the futuristic demand/requirement and the anticipated power plant construction, PUCSL by its annexure dated March 31, 2016 (six years before) alarmed all authorities regarding today's power crisis (Please. refer to the attachment under the heading "Power Supply Situation 2022" attached as **Annexure A**)

Approval of the Board of CEB (**Annexure B**) has been granted for implementation of the LCLTGEP 2015 -2034 on June 29, 2017 (This plan was approved by the Commission in 2016). The approval for the subsequent LCLTGEP for the period from 2018 - 2037 was granted by the Commission on July 19, 2017, and same plants for which the approval was granted by the CEB Board for implementation under the LCLTGEP 2015-2034 were included in the LCLTGEP 2018 -2037 as well (for the period from 2018-2021). The power plants approved for tendering by CEB Board on June 29, 2017, along with the tendering dates and commissioning years of the plants are given in Table 1.

Power Plant	Capacity (MW)	Tender floating date	Commissioning year
Solar –Valachchenai – IPP	10	20.06.2017	2019
Solar – Welikanda,Polonnaruwa –IPP	10	20.06.2017	2019
Solar –Siyabalanduwa – IPP	100	08.08.2017	2020
Solar-Poonerin-IPP	100	08.08.2017	2020
Solar with Storage Capacity – IPP	5	08.08.2017	2019
Wind – Mannar –EPC	100	08.08.2017	2020
Wind Poonerin-IPP	100	08.08.2017	2020
Wind Poonerin-IPP	50	08.08.2017	2020
Wind Poonerin-IPP	10	08.08.2017	2020
Wind Poonerin-IPP	10	08.08.2017	2020
LNG – Kerawalapitiya IPP	300	06.07.2017	2020
HFO-Barge,Galle – IPP	100	06.07.2017	2019
Land,Trincomalee/Puttalam	100	06.07.2017	2019

Table 1

PUCSL's decision sent with the approval on LCLTGEP 2018 -2037 clearly directed the CEB to prepare and submit 2020 -2039 LCLTGEP with a target of achieving 60% renewable by 2030 and directed CEB to submit the plan before April 30, 2019. Present Government has increased the renewable target up to 70% renewables by 2030.

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As per the Generation plan (LCLTGEP) 2018 -2037 approved on July 19, 2017, the power plants scheduled to be commissioned from 2018 to 2022 of are given in Table 2 below.

Year	Thermal	Renewable
2018	320MW (furnace oil)	180MW
2019	300MW (LNG) 70MW (Gas turbines)	287MW
2020	35MW (Gas turbines)	395MW
2021	150MW (LNG)	145MW
2022	-	130MW
<b>Total</b>	<b>875MW</b>	<b>1,137MW</b>

Table 2

Power plants in Tables 1 and 2 have not been tendered or constructed yet except a few small power plants. Further, transmission line construction has also been delayed for years (Please refer the Section D) This inaction of the transmission licensee for the last six years is the main contributory factor to the present situation in the power sector.

**B. Non-Implementation of LNG power plants approved by Cabinet of Ministers and on Government-to-Government basis(G2G) by CEB.**

Following LNG power plants which have been approved as Government-to-Government power plants by the Cabinet of Ministers have not been implemented by the transmission licensee.

**1. 500MW with Japanese Government**

- MOU signed by Secretary Power, Sri Lanka and Ministry of Economy, Trade and Industries Japan on August 18, 2018
- Cabinet of Ministry approved the project on Government-to-Government basis under section 43 of Sri Lanka Electricity Act on September 05, 2018.

**2. 500MW with Indian Government**

- MOU signed between Governments on April 26, 2017
- Cabinet of Ministries approved the project on Government-to-Government basis under section 43 of Sri Lanka Electricity Act on September 05, 2018.

**3. 400MW with Chinese Government**

- Cabinet of Ministers approved the project on Government-to-Government basis under section 43 of Sri Lanka Electricity Act on September 05, 2018.
- MOU has not been signed between Governments, however Attorney General's clearance received for draft MOU on October 18, 2019 (Please refer to letter of the Chairman - CEB letter dated 28/02/2022 attached here to as **Annexure C**)

**C. Issues of the Southern Grid**

The issue of the Southern Grid has been highlighted by CEB since 2016 in requesting the Commission to procure emergency power. However, no action has been taken to add

generation capacity (even though CEB Board has approved procurement of 100 MW HFO PP on June 29, 2017 or to connect the Ambalangoda - Galle 132kV Transmission line which was completed in 2017). Followings are the instances that the CEB has mentioned southern grid issue in requesting approval for emergency power.

1. CEB's letter Ref:GM/542 dated May 02, 2016 indicates the issue in southern system and requirement of emergency power.
2. CEB's letter Ref: AGM(CS)/CS/18 dated April 1, 2016 indicates the issue of the southern grid and requirement of ACE Embilipitiya plant.
3. CEB's letter Ref: AGM(CS)/DG(CS&RA)/REG/7 dated April 4, 2018 has highlighted the issue of southern grid and requested ACE Embilipitiya and ACE Matara.
4. CEB's letter Ref: CEB/CH/183/2018 dated April 5, 2018 highlighted the southern grid issue and requested ACE Embilipitiya and ACE Matara.
5. CEB's letter Ref: AGM/TR/TEC/78 dated September 28, 2018 highlighted the southern grid issue and requested ACE Embilipitiya and ACE Matara.
6. CEB's letter Ref: AGM(CS)DGM(CS&RA)/REG/7 dated March 04, 2021 has highlighted southern grid issue and requested ACE Embilipitiya and ACE Matara.
7. CEB's letter Ref: DGM(CS&RA)/REG/7 dated March 09, 2022 has requested procurement of ACE Embilipitiya at a time where southern grid is experiencing 3 hours 45 minutes power cuts a day.

#### **D. Delay in connecting/constructing Transmission Lines**

Following Transmission lines to strengthen the Southern Grid has not been completed on time and hence there is more than 5 years delay in connecting these Transmission lines to the system. These delays also contributed to the southern grid issue.

1. Ambalangoda – Galle 132kV transmission line was commissioned in 2017 according to the transmission development plan - 2013 of CEB, but still not connected.
2. New Polpitiya - Hambantota 220kV transmission line was to be commissioned in 2017 according to the transmission development plan - 2013 of CEB, but it is not yet completed.
3. Kothmale – New Polpitiya 220kV transmission line was to be commissioned in 2017, according to transmission development plan - 2013, but it is not yet completed.
4. Horana - Padukka 220KV transmission line was to be commissioned in 2021 according to transmission development plan - 2017, but still not completed.



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இலங்கைப் பொதுப் பயன்பாடுகள் ஆணைக்குழு  
PUBLIC UTILITIES COMMISSION OF SRI LANKA



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Our No. }

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திகதி }  
Date }

31<sup>st</sup> March 2016

Dr. B.M.S. Batagoda  
Secretary  
Ministry of Power and Renewable Energy

Dear Sir,

### Power Supply Situation 2022

As per CEB forecasts Sri Lanka Generation demand is expected to grow at 5.5% per annum during 2015-2022 period, in addition, the peak demand is expected to grow at 4.4% per annum.

As per Commission's analysis; considering low reliability of the Norachcholai coal power plant, Sri Lanka could face energy and capacity shortages in years 2018/2019 and beyond, under draught conditions (see annexed document) - even with planned plant additions. CEB has indicated delays in commissioning Sampur coal power plant (2021).

Hence, the Commission wishes to emphasize need for rigorous implementation of the following activities in order to evade the possible shortages in years 2018/2019;

- National Demand Side Management Program
- Development of planned conventional power plants on time
- Expedite Grid integration of planned renewable energy based plants

Sincerely,

Damitha Kumarasinghe  
Director General

Cc: General Manager, Ceylon Electricity Board  
Secretary, Ministry of National Policies and Economic Affairs

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06 ஆவது மாடி, இலங்கை வங்கி வந்தகக் கோபுரம்,  
28, சென் மைக்கல் வீதி, கொழும்பு 03, இலங்கை.

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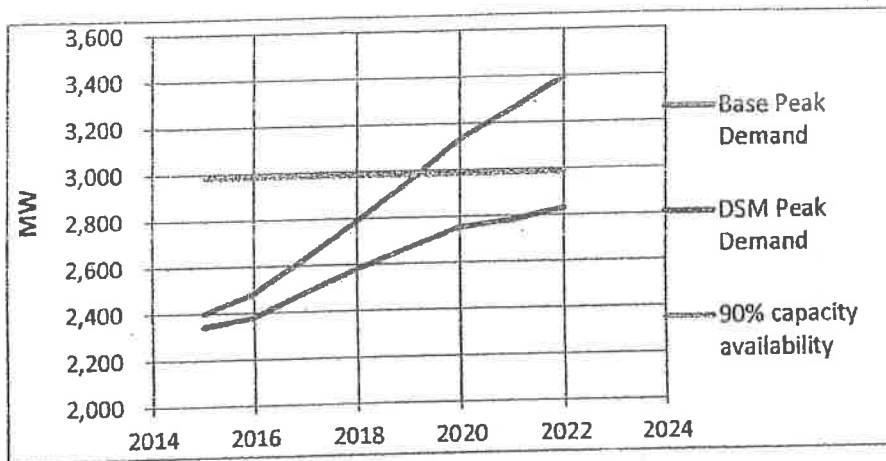


# Power Supply Situation 2022

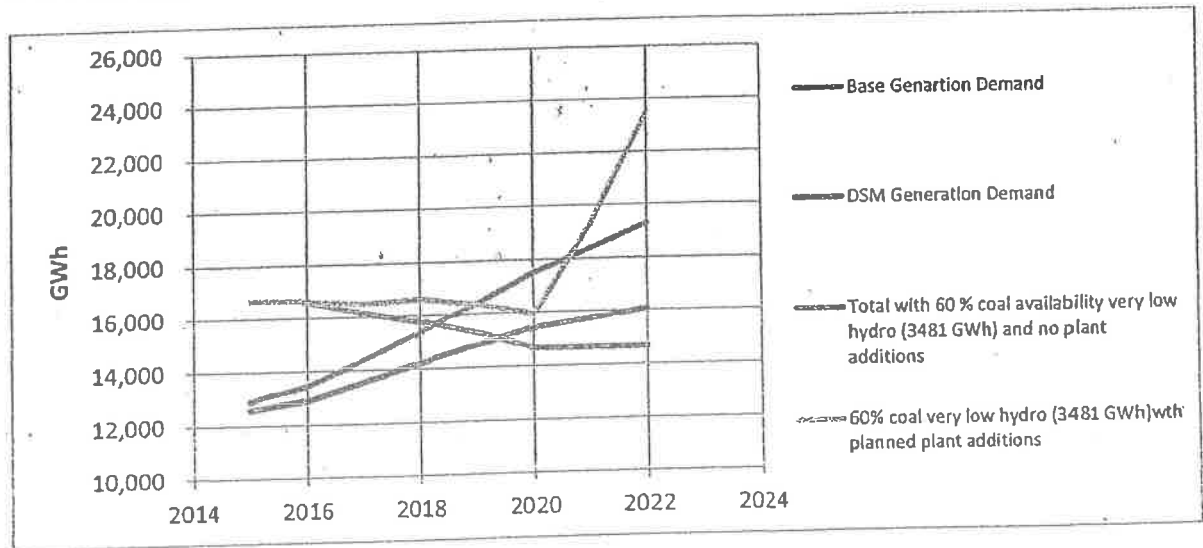
## Background

As per CEB forecasts Sri Lanka Generation demand is expected to grow at 5.5% per annum during 2015-2022 period. While this growth rate is 3.6%, under the Demand Side Management (DSM) scenario. In addition, the peak demand is expected to grow at 4.4% per annum, while it is at 2.7% in the DSM case.

The installed capacity is 3,755MW in 2015 and considering availability of 90% and excluding the NCRE plants, the firm available capacity is 2,986 MW.



As shown in the diagram above, there could be capacity shortage situation in 2019, if the demand grows as forecasted (with no new plant additions and DSM measures). Similarly in term of supplying the demanded energy, as shown in diagram below, Sri Lanka might face energy shortage in 2019-2020 if there is very low rainfall, 60% availability in the Norachcholai coal plant and no new generation plant additions, even in the DSM scenario.



*Handwritten initials/signature*

## Issue

Government has already embarked on the DSM program (steering committee is headed by the Deputy Minister of Power and Renewable Energy), and considering the actual demand growth pattern, the probability of capacity shortage is remote. However, the energy shortage may be a possibility under draught conditions, particularly in 2019 and beyond, if no new plants are added to the system.

In addition to the planned NCRE development, few conventional plants are also planned as per the Long – Term Generation Expansion Plan submitted by CEB.

• 35 MW	Broadlands hydro	2017
• 120 MW	Uma Oya hydro	2017
• 100 MW	Wind – Mannar	2018
• 70 MW	Gas Turbine	2018
• 35 MW	Gas Turbine	2019
• 31MW	Moragolla hydro	2020
• 500 MW	Coal – Sampur	2021
• 100 MW	Wind- Mannar	2020
• 15 MW	Thalpitigala hydro	2020

As per the latest estimates by CEB, Sampur coal plant is expected only in year 2021. Additionally, national level plans to electrify the public transportation system and electricity use for private vehicle (under correct tax regime) could induce unforeseen demand growth.

Considering the above, there is an urgent need to implement the following actions;

- National Demand Side Management Program
- Development of planned conventional power plants on time
- Expedite Grid integration of planned renewable energy based plants

## CEYLON ELECTRICITY BOARD

EXTRACTS OF THE MINUTES OF THE BOARD MEETING HELD ON JUNE 29, 2017

- 17.11.212 1) PROCUREMENT OF A 100MW HFO FIRED POWER PLANT AS AN INDEPENDENT POWER PRODUCER (IPP) AT GALLE ON BOO BASIS WITH 10 YEAR OPERATIONAL PERIOD AND TO BE CONNECTED TO THE GALLE GRID SUBSTATION.
- A. 2) CONSTRUCTION OF A 300MW NATURAL GAS FIRED COMBINED CYCLE POWER PLANT AS AN INDEPENDENT POWER PRODUCER (IPP) AT KERAWALAPITIYA ON BOT BASIS WITH 20 YEAR OPERATIONAL PERIOD AND TO BE CONNECTED TO THE KERAWALAPITIYA GRID SUBSTATION.
- 3) PROCUREMENT OF 4 X 24MW OF HFO FIRED RECIPROCATING ENGINES AS AN INDEPENDENT POWER PRODUCER (IPP) NEAR THE GRID SUBSTATIONS AT KAPPALTHUREI, MONERAGALA, HORANA AND PALLEKELLE ON BOT BASIS WITH 10 YEAR OPERATIONAL PERIOD AND TO BE CONNECTED TO THE NEAREST SUBSTATION AS MENTIONED.
- 4) CONSTRUCTION OF A 100MW SOLAR PARK AT SIYAMBALANDUWA, MONERAGALA DISTRICT UNDER BOO BASIS WITH 20 YEAR OPERATIONAL PERIOD AND CONSTRUCTION OF ASSOCIATED TRANSMISSION NETWORK TO THE GRID SUBSTATION.
- 5) CONSTRUCTION OF A 170MW WIND PARK AT POONERIN, KILINCHCHI DISTRICT UNDER BOO BASIS WITH 20 YEAR OPERATIONAL PERIOD AND INTERCONNECTED TO TRANSMISSION NETWORK.
- 6) CONSTRUCTION OF A 100MW SOLAR PARK AT POONERIN, KILINCHCHI DISTRICT UNDER BOO BASIS WITH 20 YEAR OPERATIONAL PERIOD AND INTERCONNECTED TO TRANSMISSION NETWORK.

*(DOCT. NO. BM/2017/11/13)*


- I. The Board Paper Ref: GP/CE/104-PLREL dated, June 23, 2017 was considered by the Board.
- II. The Board invited Mr. P L G Kariyawasam (AGM-Transmission) and Mr. J Nanthakumar, DGM(T&GP) for the meeting.
- III. The Board referred to the letter, No.PE/PI/32/2015 dated 15<sup>th</sup> June 2017 addressed to the Chairman/CEB and copied to several others by the Secretary/Ministry of Power and

Renewable Energy regarding " Urgent Implementation of Power Plants scheduled in the Long Term Generation Expansion Plan (LTGEP) 2015-2034"

Accordingly, the Board noted that Public Utilities Commission of Sri Lanka (PUSL) has reported to the Cabinet Sub Committee on Economic Management (CCEM) that the progress of implementation of Power Plants scheduled in the LTGEP is rather slow, which can lead to shortage of power crisis in the future. Hence, at the Progress Review Meeting held on 06<sup>th</sup> June 2017, at the Ministry of Power and Renewable Energy, this matter has been discussed at length and decided that within next 2 months actions should be taken to call for Tenders for all Power Plants in the LTGEP scheduled to be completed before 2020.

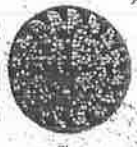
- IV. In view of the above and the need for the timely implementation of the power plants identified in LTGEP which was approved by the Board on 04<sup>th</sup> May 2017; approval was granted to proceed with the following recommendations made in the above Board Paper.
- a) Procurement of a 100MW HFO fired Barge Power Plant as an Independent Power Producer (IPP) at Galle on BOO basis with 10 year operational period and to be connected to the Galle Grid Substation.
  - b) Construction of a 300MW Natural Gas fired Combined Cycle Power Plant as an Independent Power Producer (IPP) at Kerawalapitiya on BOT basis with 20 year operational period and to be connected to the Kerawalapitiya Grid Substation.
  - c) Procurement of 4 x 24MW of HFO fired reciprocating engines as an Independent Power Producer (IPP) near the Grid Substations at Kappalthurei, Moneragala, Horana and Pallekelle on BOT basis with 10 year operational period and to be connected to the nearest substation as mentioned.
  - d) Construction of a 100MW Solar Park at Siyambalanduwa, Moneragala District under BOO basis with 20 year operational period and construction of associated Transmission Network to the Grid Substation.
  - e) Construction of a 170MW Wind Park at Poonerin, Kilinochchi District under BOO basis with 20 year operational period and interconnected to Transmission Network.
  - f) Construction of a 100MW Solar Park at Poonerin, Kilinochchi District under BOO basis with 20 year operational period and interconnected to Transmission Network.
- V. The General Manager was instructed to go ahead with these projects as per the following time frame which has already been agreed by the Management at the weekly Progress Review Meeting held in the Ministry on 06<sup>th</sup> June 2017.

Power Plant	Capacity (MW)	Tender floating date	Commissioning year
Solar-Valachchenai-IPP	10	20/06/2017	2019
Solar-Welikanda,Polonnaruwa-IPP	10	20/06/2017	2019
Solar-Siyambalanduwa-IPP	100	08/08/2017	2020
Solar-Poonerin -IPP	100	08/08/2017	2020
Solar with Storage Capacity-IPP	5	08/08/2017	2019
Wind-Mannar-EPC	100	08/08/2017	2020
Wind Poonerin-IPP	100	08/08/2017	2020
Wind Poonerin-IPP	50	08/08/2017	2020
Wind Poonerin-IPP	10	08/08/2017	2020
Wind Poonerin-IPP	10	08/08/2017	2020
LNG-Kerawalapitiya IPP	300	06/07/2017	2020
HFO-Barge,Galle-IPP	100	06/07/2017	2019
Land,Tricomalee/Puttalam	100	06/07/2017	2019

  
 21/07/2017  
 H. R. P. Pathberlya  
 (Actg) Secretary to the Board

Annexure C

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இலங்கை மின்சார சபை  
CEYLON ELECTRICITY BOARD



My Ref. CEB/CH/01

Date: 28.02.2022

A Vice Chairman / General Manager

**The procurement of emergency power by CEB to meet the energy demand**

This is further to the discussion undersigned had with vice Chairman on the above Matter and my written instruction to GM/CEB dated 27<sup>th</sup> January 2022 with copies to relevant parties who have been mandated to involve with policy related actions in regard to above. Please note to take action as follows;

1) **The existing energy shortage of the CEB is a man made one, having deprived the right of the CEB to have its own power plants at least cost and also the right to procure power from independent power producers at least cost in terms of Section 43 of the Sri Lanka electricity Act for which details are given below;**

(i) **Failure to award the tender of 300Mw Combined cycle power plant at Kerwalapitiya (Sobadhanavi) in time as explained below;**

- Tenders invited on 16.11.2016 and ready for awarding in 2018, but failed due to attempt of the ministry of power to award this tender to the second lowest bidder (lowest bidder quoted LKR 14.99 per Kwh and the other bidder has quoted LKR 15.98 per KWH for sale of electricity to CEB) and ended up with the FR application challenging at Supreme court.
- When new political administration resumed its office on 19.11.2019, gave approval to the Secretary, Ministry of power to award this tender to the lowest Bidder, M/S LTL, but it took time till 24.11.2020 to issue LOI and to sign the PPA on 19.7.2021, placing the commercial operation of open cycle mode in March 2023 (It is most unlikely due to recent down grading of Sri Lanka's credit rating by Fitch on the long terms foreign currency issuer default rating (IDR) to "CC" from "CCC" and the ongoing debt sustainability analysis of IMF securing project financing from international financiers may difficult to LTL.

(had it been awarded and signed PPA in time (before end of Feb 2020) CEB would have the opportunity to procure 200Mw of electrical energy through open cycle mode of this plant in December 2021.)

OFFICE OF THE CHAIRMAN

(ii) LNG operated combined cycle power plant of 500Mw -at Kerawalapitiya On government-to-Government basis with Japanese Government (in leu of 600 Mw super critical coal power plant of JICA funding at Fowl point of Trincomalee);

- Joint statement of Japan-Sri Lanka summit between two heads of states on 12.4.2017,
- MOU signed between Secretary Power -Sri Lanka and Ministry of economy, trade and industries of Japan on 18.8.2018,
- MOU signed between CEB and Mitsubishi Company and Sojitz company -as a joint venture (nominated by the Japan Government as its partner) on 18.8.2018,
- GOSL approved the project on government-to-government basis under section 43 of the Sri Lanka electricity Act No31 of 2013, on 11.7.2017,19.4.2018 and 5.9.2018,
- Projected to commission the plant by Feb 2021(open cycle mode) and in December 2021(combined cycle mode)

(no action to continue the implementation process with Japanese funding after December 2019 by the Ministry of Power)

(iii) LNG operated combined cycle power plant of 500Mw -at Kerawalapitiya On government-to-Government basis with Indian Government (in leu of Samper coal power plant of 500 Mw joint venture between CEB and NTPC);

- MOU signed between two governments on 26.04.2017,
- Cabinet approval received to implement this project on G-to-G basis under section 43(4) (c)(i) of the Sri Lanka electricity Act No 31 of 2013, on 5.9.2018

(No action to continue the implementation of this project with Indian government funding after December 2019 by the ministry.

(iv) LNG operated combined cycle power plant of 400Mw -at Hambantota on government-to-Government basis with investment from Chinese Government;

- Cabinet approval granted on 7.11.2017 and on 9.5.2018 to implement this project on government-to-Government basis under section 43 of the SL electricity Act, based on the comprehensive frame work agreement signed between two governments (China and Sri Lanka),
- PUCSL approval has been received and National planning clearance also received
- Attorney generals clearance also received for the draft MOU on 18.10.2019.

No action has been initiated by the ministry of power after December 2019, but due to frequent directives of the hon Prime minister further cabinet memo was submitted on in October 2021, but did not proceed further,

(v) Procurement of 3x50 mw of Gas turbines by the CEB.

- Cabinet approval received on 6 September 2019;
- Bids closed on 19.12.2019,
- Final TEC evaluation report submitted to the SCAPC on 28.2.2020,

- SCAPC meetings held on 22.4.2020, 11.9.2020, and recommended to cancel and re-tender under sellers credit terms, having cited a false reason (the inability of the CEB to secure funds without a treasury guarantee-in fact CEB in the tender documents has clearly guaranteed that the CEB will provide required funds to meet the payments to successful EPC contractor accordingly tender cancelled on 5.10.2020.

(if the tender is awarded based on the TEC evaluation report dated 28.2.2020, in time CEB had the opportunity to have its own 150 Mw of Gas turbines operational by October 2020. (at unit cost of Rs 25.70 per kwh),

(vi) 4<sup>th</sup> Coal Power Plant of 300MW at Norochcholai

GOSL approval granted on 29.9.2019 and on 12.2.2020, to immediately commence the implementation of 4<sup>th</sup> coal power plant of 300Mw at Norochcholai, and later abandoned by the CEB as a result of subsequent government decision in July 2021 mainly due to the non-implementation of the project in time, having expended significant resources of the CEB with no result.

- 2) Therefore, any recommendation for procurement of emergency power, immediately after the bids opening on 28.02.2022 at 10.00am, having finalized tender evaluations process, should take into consideration of above, while adhering to the provisions of section 43 of the Sri Lanka electricity Act, with prior approvals of PUCSL under section 43(2) of the Act and under section 43(7) of the Act.

Please take into account, the losses that may arise as a result of procuring emergency power beyond the reasonable tariff that could have been realized by having the CEB's own power plants/IPP power plants in time if acted swiftly, with prudent manner, subject to making those officials liable and accountable for their actions such as delays, negligence and improper cancelation of tenders.

**M M C Ferdinando**  
**Chairman**  
**Ceylon Electricity Board**

Copies-Hon minister of power,  
 Hon Sate Minister of Solar, Wind and Hydro Power Generation Projects Dev.

Secretary to the H.E. the President,

Secretary, ministry of Finance,

Secretary, ministry of power,

Auditor general,

Chairman, PUCSL,

Additional general Manager, Transmission,

Additional General Manager, Generation.

M. M. C. Ferdinando

Chairman

CEYLON ELECTRICITY BOARD





තක්සේරු දෙපාර්තමේන්තුව  
 விலைமதிப்புத் திணைக்களம்  
 VALUATION DEPARTMENT

ප්‍රධාන කාර්යාලය  
 தலைமை அலுவலகம்  
 HEAD OFFICE

“තක්සේරු මන්දිරය”  
 අංක 748, මරදාන පාර, කොළඹ 10

“විලාසනා මන්දිරය”  
 இல.748 மருதான வீதி கொழும்பு 10

“Valuation House”,  
 No, 748, Maradana Road, Colombo 10.



ප්‍රධාන තක්සේරුකරු  
 பிரதம விலைமதிப்புப்பாளர்  
 Chief Valuer 011-2695533

කාර්යාලය  
 அலுவலகம்  
 Office 011-2694381  
 011-2694382

විද්‍යුත් ලිපිනය:  
 மின்னஞ்சல் cv@valuationdept.gov.lk  
 Email:

තැ. පො. අංක  
 த.பெ. இல  
 P. O. Box No 561 කොළඹ  
 கொழும்பு  
 Colombo

වදුලි පණිවුඩ  
 தந்தி  
 Telegraph

“ප්‍රධාන තක්සේරු”  
 “பிரதமவிலை”  
 “Chiefval”

ෆැක්ස්  
 தொலைநகல்  
 Fax 011-2694383

මගේ අංකය  
 எனது இல  
 My No RT/LM/5736

මගේ අංකය  
 உமது இல  
 Your No POE/C/CEB/2018/101

දිනය  
 திகதி  
 Date 2018.11.15

විගණන අධිකාරී,  
 රජයේ විගණන අංශය,  
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 කොළඹ 02.

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 5.6.3

විදුලිබල මණ්ඩලය විසින් භාවිතාකරන ඒස් පවර් ඇඹිලිපිටිය බලාගාරයේ තක්සේරු වාර්තාවට අදාල තොරතුරු ලබා ගැනීම.

උක්ත කරුණ සම්බන්ධයෙන් ඔබගේ සමාංක 2018.11.07 දිනැති ලිපිය හා බැඳේ.

02. ඒ අනුව ඉහත තක්සේරුව සඳහා කොන්ත්‍රාත් ක්‍රමය හා ලාභ ක්‍රමය පදනම් කරගෙන 2017 වර්ෂය සඳහා වෙළඳ වටිනාකම ගණනය කර ඇති අතර කොන්ත්‍රාත් ක්‍රමය පදනම් කරගෙන තක්සේරුව සිදු කිරීමේදී ප්‍රදේශයේ ඉඩම් වටිනාකම්, ගොඩනැගිලි ඉදිකිරීමේදී යන වියදම හා යන්ත්‍රෝපකරණවල වර්තමාන වටිනාකම සැලකිල්ලට ගෙන ඇති බව කාරුණිකව දන්වා සිටිමි.

03. ඉහත සඳහන් කොන්ත්‍රාත් ක්‍රමය හා ලාභ ක්‍රමය පදනම් කරගෙන තක්සේරු වටිනාකම ගණනය කිරීම පිළිබඳ තොරතුරු ඇමුණුම 1 මගින් දක්වා ඇති අතර එම ක්‍රම දෙකම සැලකිල්ලට ගෙන කොන්ත්‍රාත් ක්‍රමයට අනුව තක්සේරුව වාර්තා කර ඇත.

  
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5.6.3

**Valuation**

**Method 01**

Land

Factory Area	15 <sup>A</sup> - 0 <sup>R</sup> - 00.0 <sup>P</sup> @ Rs. 1,200,000/- per acre	Rs. 18,000,000.00
Balance Extent	28 <sup>A</sup> - 1 <sup>R</sup> - 21.0 <sup>P</sup> @ Rs. 500,000/- per acre	Rs. 14,190,625.00
Total	43 <sup>A</sup> - 1 <sup>R</sup> - 21.0 <sup>P</sup>	<u>Rs. 32,190,625.00</u>

Market Value of the land	say	Rs. 32,200,000.00
Annual Gross Rent (4% x Rs. 32,200,000.00)		Rs. 1,288,000.00
Less: Annual Rent Paid		<u>Rs. 337,375.00</u>
Profit Rent		Rs. 950,625.00
YP @ 8% for 17 years		<u>9.1216</u>
		Rs. 8,671,221.00

Leasehold Interest of the Land Say Rs. 8,700,000.00

Add.

Building Value		Rs. 156,842,053.00
Plant & Machineries Value		<u>Rs. 2,467,550,000.00</u>
Total		Rs. 2,633,092,053.00

Less

10% for non-marketable factor		<u>0.9%</u>
		Rs. 2,369,782,842.00

**Value of the Property Say Rs. 2,370,000,000.00**

**Method 02**


Net profit (as annexure 02)		Rs. 497,001,600.00
x YP 9.5 for 8 years		<u>5.4334</u>
		Rs. 2,602,607,293.44

Less

10% for non- marketable factor		<u>0.9</u>
		Rs. 2,342,340,564.00

**Value of the Property Say Rs. 2,342,000,000.00**

**Reported Value of the Property Rs. 2,370,000,000.00**

  
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**Average Net Profit Calculation- Ace Power Embilipitiya Plant**

	Hour	Day	Month	Year
	KW/h	KW/h per day	KW/h per month	KW/h per year
	1,000	24	30	12
	100 X 1,000	100 X 1,000 X 24	100 x 1,000 X 24 X 30	100 x 1,000 X 24 X 30 X 12
Maximum Capacity (100 MW/h)	100,000	2,400,000	72,000,000	864,000,000
Tarrif (Rs. 22/= per KW/h)	22	22	22	22
Maximum Income	Rs 2,200,000	52,800,000	1,584,000,000	19,008,000,000
Operation Capacity 48% (Note-01)				0.48
Gross Income				9,123,840,000
Less - Cost of Production 85% (Note-02)				0.15
				1,368,576,000
Less - Other operation cost 65% (Note-03)				0.35
<b>Net Profit</b>				<b>479,001,600</b>

Attention - Miss S.A. Nimale

Government Audit Branch - POEC

**Note-01 (January to December)**

Maximum capacity	GW in per year	864	
Annual supply (2014)	GW in per year	467.74	54%
Maximum capacity	GW in per year	864	
Annual supply (2015)	GW in per year	95.11	11%
Maximum capacity	GW in per year	864	
Annual supply (2016)	GW in per year	358.74	42%

**Note-02 (April to March)**

Revenue (2013)	11,277,914,039	
Cost of Sales (2013)	9,762,460,895	87%
Gross Profit	1,515,453,144	
Revenue (2014)	11,393,336,811	
Cost of Sales (2014)	9,727,123,504	85%
Gross Profit	1,666,213,307	
Revenue (2015)	9,791,344,441	
Cost of Sales (2015)	8,282,109,730	85%
Gross Profit	1,509,234,711	
Revenue (2016)	167,774,861	
Cost of Sales (2016)	142,457,658	85%
Gross Profit	25,317,203	

**Note-03 (April to March)**

Administration Expenses (2013)	457,996,659	
Financial Cost (2013)	358,163,878	
Other Operation cost (2013)	816,160,737	54%
Administration Expenses (2014)	546,504,675	
Financial Cost (2014)	279,325,947	
Other Operation cost (2014)	825,830,622	50%
Administration Expenses (2015)	439,139,587	
Impairment (2015)	431,751,418	
Financial Cost (2015)	199,680,928	
Other Operation cost (2015)	1,070,571,933	71%
Administration Expenses (2016)	311,586,663	
Impairment (2016)	305,960,236	
Financial Cost (2016)	10,551,966	
Other Operation cost (2016)	628,100,665	248%

\* 2015 April to 2016 April time period is not function the plant