



21/1642/304/106-1
මුදල් අමාත්‍යාංශය
நிதி அமைச்சு
MINISTRY OF FINANCE

කොළඹේ කාර්යාලය, කොළඹ 01.
ශ්‍රී ලංකාව

செயலகம், கொழும்பு 01.
இலங்கை

The Secretariat, Colombo 01.
Sri Lanka

කාර්යාලය } (94)-11-2484500
அலுவலகம் } (94)-11-2484600
Office } (94)-11-2484700

තැපෑල }
பெக்ஸ் } (94)-11-2449823
Fax }

වෙබ් අඩවිය }
වෙබ් සයිට් } www.treasury.gov.lk
Website }

මගේ අංකය }
எனது இல. } MF/PED/11/CM/2021/164
My No. } Or No. }

ඔබේ අංකය }
உமது இல. }
Or No. }

දිනය }
திகதி } 2021.09.06
Date }

Cabinet Memorandum

Investments into the West Coast Power (Private) Limited (WCPL), to reduce the Cost of Electricity Generation

1. The Cabinet of Ministers by the decision No. CP 21/1230/304/106 and dated 05.07.2021 inter alia authorized the Secretary to the Treasury (ST) on behalf of the Government of Sri Lanka (GOSL) to enter into a Framework Agreement (FA) with New Fortress Energy a Company a company listed in the NASDAQ and its affiliates (Herein referred to as NFE). As such on 07.07.2021the FA was signed between the GOSL and the NFE.
2. The main features of the FA are the sale of 40% of shares at West Coast Power Limited (WCPL), the execution of the Terminal Project which includes the Floating Storage Regasification Unit (FSRU), Mooring System and the Pipelines, and the supply of Liquefied Natural Gas (LNG) to WCPL and any other plant. (Hereinafter referred as "the Proposal")
3. The ST appointed two committees to discuss with the NFE and both committees consisted of officials from the Treasury, the Ministry of Power, the Ceylon Electricity Board (CEB) and experts in the field of electricity and gas.
4. **Sale of Shares at WCPL**
 - 4.1. As agreed in the FA to purchase 40% of the shares at WCPL held by ST, the NFE offered USD 250 million for the sale of 40% of the shares at WCPL. This is inline with the valuation of approximately USD 250 million provided by the Government Chief Valuer.
 - 4.2. The Share Sale and Purchase Agreement (SSPA) will have to be signed accordingly. SSPA will include the purchase consideration for the sale of 40% of the shares of the WCPL held by ST, the payment terms and mechanics of the agreed purchase consideration which could be in one or two tranches and the

associated transfer of shares, the obligations of the Seller and the Buyer broadly in line with the FA.

4.3. GOSL has undertaken to provide tax concessions set out in Clause 6.3 of the FA, the investment incentives available under Applicable Laws (including under the Board of Investment Law No. 04 of 1978 (as amended), the Strategic Development Projects Act No. 14 of 2008 and any other law).

4.4. Given that the entire Terminal Project will require a significant investment, and will result in the country's energy strategy undergoing a significant change with the introduction of LNG, the Terminal project will change the landscape of the country and hence could be considered eligible to be provided the incentives under the Strategic Development Projects Act No. 14 of 2008. Other incentives under the Board of Investment Law No. 04 of 1978 could be provided once the NFE has requested for such incentives.

5. LNG Supply to Power Plants and the operation of the Terminal Project

5.1. The FA provides for the NFE to provide gas for a period of 5 years to the WCPL. However, as per the Cabinet approved Implementation Agreement (IA) signed on 19th July 2021 between the ST and the Sobadhanavi Ltd, which is due to build and operate another 350 MW LNG plant in close proximity to the WCPL plant at Kerawelapitiya, the said IA has cast a responsibility upon the government to ensure the supply of LNG.

5.2. As such, it is beneficial to also allow the NFE to supply LNG to the Sobadhanavi plant as well. (This will be an amendment to "the proposal")

5.3. The GOSL through ST could enter into the Gas Supply Term Sheet (GSTS) as part of the SSPA or even as a standalone document. (Annexure 01) During the 5 year period of the NFE being the supplier of LNG, if another LNG Power plant is installed at the Kerawelapitiya premises, NFE will be given the right of first refusal to supply LNG for any other plants that may be developed at Kerawelapitiya to operate on LNG.

5.4. At the same time, in line with the FA while the Gas Supply Agreement's (GSA's) will be for a period of 5 years and the GOSL has the option to extend the GSA for another additional term which is to be informed prior to the end of the 4th Year.

5.5. The NFE's pricing will be based on the following two options with the GOSL/operators, being provided the option of choosing one of the formulae:

- Henry Hub *115%+5.05/MMBtu or
- JKM +USD 1.15/MMBtu or

Any other suitable formula such as Brent based formula to get the best price.

The GOSL will not be required to pay any charges including transportation charge, other than the above formulae to ensure the availability of LNG up to the FSRU.

- 5.6. The NFE will bear the total cost of the development of the Terminal project as noted in the FA and which includes the Floating Storage Regasification Unit (FSRU), the Mooring system, the supply pipeline and the related facilities and infrastructure.
- 5.7. Any cost overruns at the Terminal will be borne by the NFE and will have no impact on the prices proposed. NFE also has agreed to provide Liquidated damages should the Terminal Project exceed 12 months as agreed in the FA.
- 5.8. At the same time, to facilitate the Proposal its amendments including the Terminal project, the GOSL will have to facilitate the NFE to procure including such authorizations, permissions as required.

6. Analysis

- 6.1. This entire proposal and its amendments and the Supply of LNG, when analyzed yields the following benefits :

- 6.1.1. NFE has offered Fixed Capacity Charge on the Terminal facilities at USD 1.45 per MMBtu for total gas volume of 175 MMBtu for 5 year term. This will result in the CEB incurring on average of around USD 50.75 Million per annum. However, if the announced fixed charge for the FSRU and the Pipelines from the existing tender that is being processed is taken into account the CEB will have to incur a cost of around USD 125.7 Million per annum as the fixed charge for first 5 years based on announced fixed charge at tender opening amounts to USD 3.11 /MMBtu. (for FSRU Terminal USD 2.3388 /MMBtu + pipeline USD 0.5698/ MMBtu + and additional fuel cost estimated USD 0.20 /MMBtu at 60% usage of FSRU Capacity [at 80% this would be over 0.25 \$/MMBtu]). As such the NFE proposal will result in a saving of on average USD 75 million per annum during the 5 year contract period when compared with the aforementioned proposal, thus saving USD 375 M for five years.

CEB's FSRU Tender has guaranteed Minimum Guaranteed Off take (MGO) of 202 million MMBtu for 5 year period.

- 6.1.2. The Terminal Project which includes the pipelines, while at present is not envisaged to connect the Kelanitissa Power plants, NFE has however agreed to extend the Pipeline should the GOSL request the NFE to do so at no extra

cost. As such, the fixed charge of USD 1.45/MMBtu for the NFE facilities, will also not increase due to the extension of the pipelines to Kelanitissa Power complex.

6.1.3. The NFE has informed that including due to the deviations in the Heat rate from their assumption and having considering degradation taken place with HFO operations for 12 years,, it could be difficult to adhere with Clause 3.1 (b) of the FA which will result in a deviation from the agreed USD 9.9 cents/kWh being the cost of generation (total tariff) at the WCPL.

6.1.4. However, the NFE's proposal including the terms on the supply of gas and the Terminal charges has resulted in the 5 year average cost of generation at the WCPL (total tariff) being at USD 12.32 cents/kWh per annum, (at 55% plant factor and discounted at 5%), where the energy charge would be USD 8 cents/kWh. The 5 year average cost of generation (total Tariff) based current HFO prices (Rs 70/Litre), is USD 13.79 cents/kWh. Accordingly total tariff with LNG operation is 11% cheaper than operating with HFO.


However, should the WCPL plant be provided LNG through the terminal of CEB's FSRU tender with the Fixed charge around USD 3.11/MMBtu as noted in paragraph 6.1.1, then the WCPL will make no savings in energy charge with LNG and will be better to operate on Heavy Fuel Oil (HFO), where the only benefit would be that LNG will be a cleaner energy than HFO.

6.1.5. At the same time the NFE proposal has enabled the Sobadhanavi power plant to be able to operate with 5 year average energy charge of USD 5.83 cents/kWh while cost of generation (total tariff) is around USD 7.18 cents/kWh (at 55% plant factor and discounted at 5%). Above energy charge of USD 5.83 cents/kWh is comparable to Coal based generation cost.

6.1.6. When the average cost of generation of a unit of electricity is taken into account, subject to the current policy framework including the non-expansion of the Coal Power generation capacity in the country and the aggressive push for the expansion of the renewable capacities and the realistic inclusion of such electricity capacities in the national grid during the period 2023-2028 period, it appears that the average cost of generation (total tariff) at the WCPL and the Sobadhanavi with a total generation capacity of 650MW, will stand around USD 9.75 cents /kWh per annum under the NFE terms. However, if the terms as in Paragraph 6.1.1 is imposed (supply through FSRU terminal to be procured from tender), then the average cost of generation (total tariff) of WCPL will be increased by USD 1.21 cents/kWh . Thus the savings envisaged

if there are no significant market disruptions and volatilities if the NFE proposal is accepted will result in the country being able to save at least USD 125 Million for 5 years from WCPL operations alone.

- 6.1.7. It is also noted that the Gas supply period has been limited to 5 years which will provide the GOSL the flexibility to decide on the gas supply given that the market is quite volatile at present. This will allow the GOSL to not only get a better price on Gas but also decide on the entire gas strategy having taken into account the many variables that could arise at that point. ✱
7. At the same time, certain provisions in the FA as noted in Annexure 2 and noted above have now changed due to the practical issues arising in execution. Hence the FA will have to be amended to reflect the same.
8. **As such, the approval of the Cabinet of Ministers is sought for the following:**
- 8.1. To authorize the Secretary to the Treasury to enter into a Share Sale and Purchase Agreement (SSPA) as noted in paragraph 4 which will include the sale of 40% of the shares of WCPL for a purchase consideration as noted in paragraph 4, the payment mechanism and to enable the provisions of the FA as amended, with the SSPA being cleared by the Hon Attorney General. This SSPA once signed will be submitted to the Cabinet of Ministers for ratification.
- 8.2. To authorize the Secretary to the Treasury to revise the FA as noted in paragraphs 1-7 with the clearance of the Hon Attorney General.
- 8.3. To authorize the Secretary to the Treasury enter into a Gas Supply Term Sheet as noted in paragraph 5.3 as part of the SSPA or as a standalone document and Gas Supply Agreements to enable the supply of Gas to WCPL and Sobadhanavi as noted in Paragraph 5. 1 and 5.3. ✱
- 8.4. To provide the Terminal Project the tax incentives as agreed in the FA and noted in the paragraphs 4.3 and 4.4.
- 8.5. To direct the relevant Ministers, Ministries and other agencies to facilitate the expeditious provision of the authorizations, licenses and other approvals as noted in the FA and the SSPA to ensure the implementation of the Proposal and its amendments including the Terminal Project.


Basil Rajapakse M.P
Minister of Finance

**Gas Supply Agreement (“G
 Indicative Non-Binding Term Sheet (“Term Sheet”)
 New Fortress Energy**

September 4, 2021

Item	Description
1. Parties to the GSAs	<p>(1) West Coast Power (Private) Limited (“WCP”);</p> <p>(2) Sobadhanavi Ltd (“SBL”),</p> <p style="padding-left: 40px;">(WCP and SBL together, the “Clients”, and each a “Client”); and</p> <p>(3) NFE Sri Lanka Power Holdings LLC or its affiliate (“NFE” or Seller”).</p> <p>The Government of Sri Lanka (“GOSL”) will sign this Term Sheet and procure that each of WCP and SBL will sign a gas sales agreement (“GSA”) with NFE with the consent of CEB.</p>
2. Purpose	<ul style="list-style-type: none"> • WCP has an existing power plant (the “WCP Power Plant”) located in the Kerawalapitiya Power Complex, Colombo. The WCP Power Plant is comprised of two GE (9E type) turbines and currently runs on heavy fuel oil. WCP sells power under a PPA with CEB (the “WCP PPA”). The WCP PPA has only a HFO-based tariff at present. The term of the WCP PPA ends in May 2035. • SBL is developing a power plant (the “SBL Power Plant” and, together with the WCP Power Plant, the “Power Plants”) located in the Kerawalapitiya Power Complex, Colombo. The SBL has executed a power purchase agreement (“SBL PPA”), dated 19 July 2021, with Ceylon Electricity Board (“CEB”). The SBL PPA has both a Distillate (Diesel) and a natural gas based tariff. The scheduled open cycle commercial operation date and combined cycle commercial operations date of the SBL Power Plant will occur not later than 21 months and 33 months, respectively, from the date of the SBL PPA. • NFE shall be the supplier of natural gas to the Power Plants and NFE shall have a right of first refusal to supply gas for any other plants that may be developed in the Kerawalapitiya Power Complex, utilizing a LNG terminal (the “Terminal”) to be constructed in an offshore location near to the Kerawalapitiya Power Complex and a pipeline connecting the Terminal to the Power Plants (the Terminal and the pipeline, collectively, the “Seller’s Facilities”) as per the terms agreed herein. The Terminal will utilize a FSRU and mooring system, adequate sub-sea and onshore pipelines (the “Pipelines”) to bring natural gas to the Power Plants and will have capacity to bring natural gas to any other power plants that may be developed in the Kerawalapitiya Power Complex. NFE shall provide a comprehensive technical proposal in respect of Seller’s Facilities within 60 days of signing of this Term Sheet.

Item	Description
	<ul style="list-style-type: none"> NFE proposes to enter into a separate GSA with each of WCP and SBL to supply natural gas to their respective power plants. GOSL will ensure that each Client enters into the applicable GSA. The terms of the GSAs shall be identical, other than where provided for in this term sheet or as agreed between NFE and the relevant Client.
<p>3. Contract Term</p>	<p>A minimum period of five years, commencing on the Delivery Start Date (as defined in row 5 below) (the “Term”).</p> <p>GOSL and the Clients, at their option, may extend the Term by an additional term decided by GOSL in consultation with the Clients and NFE (such additional period the “Extension Period”), which will be confirmed to NFE prior to end of the 4th Year of Term. Where the Term is extended, NFE shall have a right of first refusal to supply gas to the Power Plants (and such other power plants as may be agreed with GOSL) using its LNG infrastructure beyond the Term, in the event GOSL and Clients find an alternative supplier. NFE shall continue to use its LNG infrastructure to ensure continuity of supply of gas to each of the Power Plants from the last day of the Term throughout the Extension Period. The gas supplied by NFE to the relevant Power Plant (whether during the Term or the Extension Period) shall continue in line with the applicable GSA (as such GSA shall have been extended to continue for the Extension Period).</p> <p>Fixed Capacity Charge and Gas price for the “Extension Period” shall be agreed between the NFE and the applicable Client following confirmation, but before commencement, of the Extension Period.</p>
<p>4. Conditions Precedent</p>	<p>NFE’s obligations under each GSA will be subject to the following conditions precedent being satisfied or waived by NFE (in its sole discretion) (the “Conditions Precedent”). NFE shall commence the process of satisfying the Conditions Precedent within six months of signing the Share Purchase Agreement between NFE and WCP and this Term Sheet. Such period shall be extended by mutual agreement between NFE and GOSL.</p> <ol style="list-style-type: none"> 1) NFE receiving all necessary statutory permits, licenses, approvals and consents, (i) as outlined in Clause 5.1 of the Framework Agreement between NFE and GOSL dated July 7, 2021 (the “Framework Agreement”), (ii) in connection with the development of the Pipelines, and (iii) to enable it to conduct preliminary design and engineering work in respect of a future pipeline to the Kelanitissa Power Complex; 2) NFE acquiring all necessary land and property rights, including any required access and rights of way (i) as set out in Clause 5.2 of the Framework Agreement, and (ii) in connection with the development of the Pipelines; 3) NFE being granted the incentives as set out in Clause 6.1 of the Framework Agreement; 4) NFE being granted (i) the tax exemptions or benefits as set out in Clause 6.3 of the Framework Agreement, and (ii) investment incentives available under Sri Lankan law, including incentives available under the Board of Investment Law No. 4 of 1978 (as amended), the Strategic Development

	Projects Act No. 14 of 2008 and any other law on terms reasonably satisfactory to NFE.														
5. Delivery Start Date	<p>NFE to commence deliveries of gas to the relevant Power Plant no later than 12 months after both signing a definitive Gas Supply Agreement in respect of that Power Plant and the satisfaction or waiver of all Conditions Precedent outlined above provided that, on such date, the applicable Power Plant is able to receive gas from the Terminal.</p> <p>The Conditions Precedent shall be satisfied or waived within 12 months of the execution of the applicable GSA (or such other longer period mutually agreed between the Parties).</p>														
6. Gas Delivery Points	At the boundary of, or within the premises of the applicable Power Plant, as agreed between NFE and the relevant Client (the "Delivery Point") as described in the applicable GSA.														
7. Gas Volumes Offered	<p>When running on natural gas, the net dependable capacity of each of the Power Plants is expected to be the following (to be confirmed and agreed between NFE and the relevant Client):</p> <ul style="list-style-type: none"> (i) WCP Power Plant: 300-310 MW; and (ii) SBL Power Plant: 350 MW. <p>Each Client will be obligated to purchase all of its gas fuel requirements for its Power Plant from NFE pursuant to the applicable GSA, with a minimum annual take-or-pay obligation of (i) in respect of the WCP Power Plant, 12.21 million MMBtu per year, and (ii) in respect of the SBL Power Plant, 11.27 million MMBtu per year (in each case, the "TOP Quantity").</p> <p>The maximum daily quantity of gas that NFE will be obligated to deliver to each Power Plant (the "CDQ") will be agreed and set out in the applicable GSA.</p> <p>For the avoidance of doubt, SBL and WCP shall not be liable for the take-or-pay obligation until amendments to the SBL PPA or the WCP PPA, as applicable, are executed.</p>														
8. Fixed Capacity Charge	<p>During both the Term and the Extension Period, a Fixed Capacity Charge will be paid monthly based on the aggregate annual volumes to be delivered by NFE as set out in the table below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Minimum Fixed Capacity Charge Volume <i>(Numbers in MMBTU)</i></th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>NFE 5 Year</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">35</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">35</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">37.5</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">37.5</td> </tr> </tbody> </table>	Minimum Fixed Capacity Charge Volume <i>(Numbers in MMBTU)</i>		<u>Year</u>	<u>NFE 5 Year</u>	1	30	2	35	3	35	4	37.5	5	37.5
Minimum Fixed Capacity Charge Volume <i>(Numbers in MMBTU)</i>															
<u>Year</u>	<u>NFE 5 Year</u>														
1	30														
2	35														
3	35														
4	37.5														
5	37.5														

	<table border="1" data-bbox="528 248 1150 293"> <tr> <td>First 5-year Total</td> <td>175</td> </tr> </table> <p>The proportionate breakdown of volumes to be delivered by NFE to the Power Plants shall be agreed between NFE and the Clients at the relevant time. The volumes above are the minimum volumes in respect of which the Fixed Capacity Charge payment will be made to NFE, notwithstanding that the aggregate volumes delivered to the Power Plants may be less than the applicable volumes stated in the table (including where the reason for such shortfall is that the SBL Power Plant is not yet complete). The actual Fixed Capacity Charge will be calculated on actual achieved availability of Seller's Facilities. The method of calculation of actual achieved availability shall be defined in the applicable GSA. NFE shall be liable for liquidated damages for any shortfall of availability of Seller's Facility.</p> <p>The Fixed Capacity Charge will be equal to \$1.45/MMBtu multiplied by the minimum Fixed Charge volumes stated in the above table for the applicable year. The Fixed Capacity Charge will be paid monthly.</p> <p>For the avoidance of doubt, SBL and WCP shall not be liable for the Fixed Capacity Charge or the take-or-pay obligation until amendments to the SBL PPA or the WCP PPA, as applicable, are executed.</p> <p>All Sri Lankan taxes imposed on NFE which are not exempted will be a pass-through to the Clients, as contemplated in clause 6.3 of the Framework Agreement.</p>	First 5-year Total	175
First 5-year Total	175		
<p>9. Gas Price</p>	<p>During the Term, the Gas Price will be based on either:</p> <ul style="list-style-type: none"> (i) Henry Hub x 115% + \$5.05 / MMBtu; or (ii) JKM + \$1.15 / MMBtu. <p>For the avoidance of doubt, the Gas Price formulas above do not include the Fixed Capacity Charge, as outlined in Section 8.</p> <p>Any gas price payable by the Clients under the applicable GSA is net of all applicable Sri Lankan taxes and duties.</p> <p>All Sri Lankan taxes (including income taxes), levies, charges and other fees imposed on NFE in connection with the development, construction, operation and maintenance of the Seller's Facilities and the Pipelines, the supply of natural gas from the Terminal to the Power Plants (and such other plants as may be agreed with GOSL) and any other activity contemplated or required to supply gas under the GSA which are not exempted will be a pass-through to the Clients, as contemplated in clause 6.3 of the Framework Agreement.</p> <p>For avoidance of doubt SBL and WCB shall not be liable for the Fixed Capacity Charge until amendments to the respective PPAs are executed.</p> <p>Any cost overruns on the Terminal will be at NFE's risk and will not impact the price proposal.</p>		
<p>10. Gas Nominations</p>	<p><u>Commissioning Period</u></p>		

	<p>Each Client will deliver, no later than 180 days prior to anticipated commencement of applicable commissioning period, notice of the anticipated date of commencement of commissioning. At least 45 days prior to the commencement of any month in the applicable commissioning period, the relevant Client will provide NFE with a schedule of its daily gas requirements for that month, and any other months when commissioning is expected.</p> <p><u>Supply Period</u></p> <p>At least 90 days prior to anticipated Delivery Start Date, and no later than October 1 in each year, the relevant Client will deliver to NFE an annual schedule (the "Annual Schedule") setting out (i) the minimum quantity of gas expected to be nominated for each calendar quarter in the upcoming year (provided that the amounts for the year in aggregate, will not be less than the TOP Quantity stated above or agreed with NFE, as applicable), (ii) the amount of gas expected to be nominated in each month of the upcoming year, and (iii) expected dates of any scheduled maintenance at the applicable Power Plant.</p> <p>At least 60 days prior to the anticipated Delivery Start Date, and the commencement of any month in the supply period thereafter, the relevant Client shall provide NFE with a schedule (the "Monthly Schedule") of its monthly gas requirements for such month and the two months following such month ("M", "M+1" and "M+2"). With respect to month M, the aggregate quantity set out in the Monthly Schedule shall be binding and shall not differ more than +/- 20% from the quantities stated for such month in the immediately prior Monthly Schedule. Gas quantities stated in the Monthly Schedule for the month M+1 shall not differ by more than +/- 15% from the quantities stated for such month in the immediately prior Monthly Schedule. Gas quantities stated in the schedule for the month M+2 shall not differ by more than +/- 15% from the quantities stated for such month in the Annual Schedule.</p> <p>Together with the Monthly Schedule, the relevant Client shall provide NFE with a schedule of its daily gas requirements for months "M", "M+1" and "M+2". The scheduled daily quantities for each of the months shall (i) not be binding, but the aggregate quantities of gas for all days of the respective month shall be equal to those set out in the Monthly Schedule for the corresponding month, and (ii) be subject to the CDQ.</p> <p>Each Client shall make daily and intraday nominations for each day during the supply period in accordance with requirements to be set out in the applicable GSA.</p> <p>Each Client and NFE will agree the process and appropriate remedies where the Client (i) fails to take delivery of at least the applicable TOP Quantity in any year, or (ii) determines, during any month, that it no longer requires, or is unable to receive, some or all of the quantity of gas set forth in the Monthly Schedule for such month.</p> <p>Each Client shall have the right to make excess nominations in respect of a particular month, subject to there being sufficient capacity at the Seller's Facilities to make such excess volumes available to the applicable Client.</p>
11. Payment Currency	United States Dollars

	Description
12. Take-or-Pay Amounts	Each Client will pay NFE the Gas Price (as defined above) for each MMBtu by which the quantity of gas taken by the relevant Client during any year is less than the applicable TOP Quantity.
13. Seller Shortfalls	NFE will pay the relevant Client a daily liquidated damages amount equal to (i) an amount to be agreed and stated in the applicable GSA multiplied by (ii) (Supply Shortfall (in MMBtu) / CDQ (in MMBtu)) (“Shortfall LDs”) as the relevant Client’s sole and exclusive remedy for failure to deliver gas properly nominated by the Client. NFE’s total aggregate liability for Shortfall LDs with respect to any 12-month period shall be agreed and stated in the GSA.
14. Payment Mechanics	<p>In respect of volumes of gas delivered in a particular month (“M”), NFE shall submit invoices to each Client, in US\$, no later than 5 days following the end of that month.</p> <p>Invoices shall reflect (i) volumes delivered in the applicable month M, (ii) any amount payable as a “take or pay” amount for volumes nominated by the relevant Client that it failed to take in the applicable month M, and (iii) any credits due to the relevant Client, including any take-or-pay amounts previously paid by that Client in respect of volumes that it nominated but failed to take in the month prior to the month in respect of which the invoice has been issued.</p> <p>Each Client must pay the amount stated on any invoice, in full, within 40 days of the date on which the invoice was submitted to it by NFE.</p> <p>A Client shall notify NFE in writing within 14 days of receipt of the invoice of any portion of that invoice that is disputed and the reasons for such dispute. Any invoice not disputed in such manner shall be deemed to be undisputed.</p> <p>Notwithstanding the existence of any bona-fide dispute, the Clients must pay both the disputed and undisputed portions of an invoice by the due date. If it is subsequently determined that an amount should not have been invoiced by NFE, or paid by a Client, NFE shall return such amount within 30 days, with interest, to that Client.</p> <p>Any amounts payable by a Client that are overdue shall be subject to interest at a default rate to be agreed between the Parties.</p>
15. Seller Obligations	<p>NFE will:</p> <ol style="list-style-type: none"> 1) Develop the Terminal; 2) Supply the LNG from the Terminal outside the Kerawalapitiya Power Station to the Power Plants in accordance with the confirmed nominations and other terms in the applicable GSAs; and 3) Develop and construct the Pipelines.
16. Client Obligations	<p>Each Client shall:</p> <ol style="list-style-type: none"> 1) Convert its respective Power Plant so that it can utilize natural gas as a fuel (the “Conversion Project”);

Term	Description
	2) Provide Seller with necessary access to the Delivery Point at the applicable Power Plant, including land access for regasification and logistics equipment; 3) Procure all regulatory approvals, permits, authorizations and licenses (“Client Authorizations”) required for the Client to complete the Conversion Project and/or to receive and use gas at the applicable Power Plant; and 4) Pay all invoiced amounts within 40 days of receipt of the relevant invoice.
17. Governing Law	Laws of England and Wales
18. Dispute Resolution	Expert determination followed by binding UNCITRAL arbitration in Singapore.
19. Assignment by NFE	Seller will be permitted to transfer and assign its rights and obligations under a GSA to any of its affiliates, upon notification to the relevant Client.
20. Confidentiality	NFE and the Clients will not disclose the existence of this Term Sheet, its contents or any information related to the negotiations taking place related to this Term Sheet or the transactions contemplated herein to any person other than its affiliates, employees, consultants and legal advisors on a need-to-know basis and with instructions to any such person to keep the existence of this Term Sheet, its contents or any information related to the negotiations taking place related to this Term Sheet or the transactions contemplated herein, except as may be required by applicable law, in which case the party required to disclose this Term Sheet or its contents will seek to minimize or limit such disclosure to the greatest extent possible. This confidentiality provision shall survive and remain in full force and effect regardless of the termination of this Term Sheet or any provision hereof.

This Term Sheet does not constitute a commitment or undertaking to buy or to sell natural gas, or to provide or receive any loan or financing, and is subject to change, revision and amendment and final approval by the Parties, and the preparation of mutually acceptable documentation, and therefore does not represent a final statement of the terms and conditions of any of the agreements referred to herein. Nothing herein shall require either Party to negotiate or execute definitive documentation with respect to the purchase or sale of natural gas. This Term Sheet is solely an initial and non-binding indication of the Parties’ interest and is not intended to be legally binding, or, to create legal obligations on the Parties hereto, except that each Party’s obligations set forth in the sections entitled “Governing Law” and “Confidentiality” shall be enforceable in accordance with the laws of England and Wales without giving effect to any conflicts of law principles that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Term Sheet, signed by their respective duly authorized officers or individuals, as of the date of this Term Sheet.

NFE SRI LANKA POWER HOLDINGS LLC

By: _____

Name: _____

Title: _____

[GOVERNMENT OF SRI LANKA]

By: _____

Name: _____

Title: _____

Proposed incorporation to the Framework Agreement based on the Gas Supply Term Sheet

	Existing Framework Agreement (FA)	Current Status
Supply of RLNG	As per clause 1.1 (Facility), supply RLNG to 300 MW combined cycled power plant, located at Kerawalapitiya, Colombo, Sri Lanka, owned and operated by WCPL;	Supply RLNG to i) Existing power plant operated by WCPL (300MW) and ii) New power plant developed by Sobadhanavi Ltd. (350 MW) iii) Right of First Refusal given to NEF to supply gas to any other plants developed at Kerawalapitiya. **As such the FA could be amended appropriately with the approval of the Hon. Attorney General.
Contract Term/Duration of Supply	As per clause 4, NFE shall be entitled to supply RLNG to the Company either directly or through its Affiliate, for a period ending on the later of; (a) Five (05) years from the Scheduled Supply Commencement Date; or (b) The date on which a supplier selected pursuant to the procurement process presently being carried out by the GoSL, CPC and CEB is ready and able to supply RLNG to the Facility.	A minimum period of five years, commencing on the Delivery Start Date. **Given the above the FA could be amended as required with the approval of the Hon. Attorney General
Assurance of NFE	As per Clause 3.1 (b), supply RLNG to the Facility at a price which will enable the Facility to provide electrical energy to the CEB under the PPA, at approximately United States Cents 9.9 per kilowatt hour (US\$ 0.099 per kW/h) for a period of five (05) years commencing from the Scheduled Supply Commencement Date	Average unit of price of electricity of WCPL 12.32 cents/kWh and SBL 7.18 cents/kWh due to the proposed gas volume and fixed capacity charge. **NFE informed they cannot adhere to the price stated in FA. As such given that the cost of generation is significantly less than the current cost of generation, we may agree and the relevant clause of FA being amended accordingly with the approval of the Hon. Attorney General



මුදල් අමාත්‍යාංශය

நிதி அமைச்சு

MINISTRY OF FINANCE

මහලේකම් කාර්යාලය, කොළඹ 01,
ශ්‍රී ලංකාව

செயலகம், கொழும்பு 01,
இலங்கை.

The Secretariat, Colombo 01,
Sri Lanka.

කාර්යාලය } (94)-011-2484500
அலுவலகம் } (94)-011-2484600
Office } (94)-011-2484700

ෆැක්ස් }
தொலைநகல் } (94)-011-2449823
Fax }

වෙබ් අඩවිය }
இணையதளம் } www.treasury.gov.lk
Website }

මගේ අංකය } MF/PED/11/CM/2021/164
எனது இல }
My No }

ඔබේ අංකය }
உமது இல }
Your No }

දිනය }
திகதி } 2021.09. 06
Date }

අමාත්‍ය මණ්ඩල සංදේශය

විදුලිබල උත්පාදන පිරිවැය අඩු කිරීම සඳහා වෙස්ට් කෝස්ට් පවර් (පුද්ගලික) සමාගමේ ආයෝජනය කිරීම.

1. NASDAQ හි ලැයිස්තුගත සහ එහි අනුබද්ධ සමාගමක් වන නිව් ෆෝට්‍රස් එනර්ජි (New Fortress Energy-NFE) සමාගම සමඟ ශ්‍රී ලංකා රජය වෙනුවෙන් රාමුගත ගිවිසුමකට එළඹීම සඳහා අංක CP/21/1230/304/106 දරණ 2021.05.07 දිනැති අමාත්‍ය මණ්ඩල සංදේශය මඟින් අමාත්‍ය මණ්ඩලය විසින් මුදල් අමාත්‍යාංශ ලේකම් වෙත බලය පවරා ඇත. ඒ අනුව, ශ්‍රී ලංකා රජය සහ නිව් ෆෝට්‍රස් එනර්ජි සමාගම අතර රාමුගත ගිවිසුම සඳහා 2021.07.07 දින අත්සන් කළ බව දැනුණු විට,
2. මෙම රාමුගත ගිවිසුමේ විශේෂාංග ලෙස වෙස්ට් කෝස්ට් (පවර්) පුද්ගලික සමාගමේ සියයට 40 ක කොටස් විකිණීම, නැවත වාසු බවට පරිවර්තනය කිරීම සහිත පාවෙන ගබඩා ඒකකයක් සහිත පර්යන්ත ව්‍යාපෘතිය ක්‍රියාත්මක කිරීම, නැව් පද්ධතිය සහ නල මාර්ග ඇතුළත් ව්‍යාපෘතිය ක්‍රියාත්මක කිරීම සහ වෙස්ට් කෝස්ට් පුද්ගලික සමාගම සහ වෙනත් ඕනෑම බලාගාරයක් වෙත ද්‍රවිකාක ස්වාභාවික වාසු සැපයීම යන කරුණු සඳහන් කර ඇත. (මෙතැන් සිට "යෝජනාව" ලෙස හැඳින්වේ).
3. මහා භාණ්ඩාගාර ලේකම් විසින් නිව් ෆෝට්‍රස් එනර්ජි සමාගම සමඟ සාකච්ඡා කිරීම සඳහා මහා භාණ්ඩාගාරයේ, විදුලිබල අමාත්‍යාංශයේ, ලංකා විදුලිබල මණ්ඩලයේ නිලධාරීන්ගෙන් සහ විදුලි බල සහ ගැස් ක්ෂේත්‍රයේ ප්‍රවීණයන්ගෙන් සමන්විත කමිටු දෙකක් පත් කරන ලදී.
4. වෙස්ට් කෝස්ට් (පවර්) පුද්ගලික සමාගමේ කොටස් විකිණීම
 - 4.1. රාමුගත ගිවිසුම මඟින් එකඟ වූ පරිදි නිව් ෆෝට්‍රස් එනර්ජි සමාගම විසින් වෙස්ට් කෝස්ට් (පවර්) පුද්ගලික සමාගමේ මහා භාණ්ඩාගාර ලේකම් සතු සියයට 40 ක කොටස් ඇ.ඩො. මිලියන 250 ක මුදලකට මිලදී ගැනීමට යෝජනාවක් ඉදිරිපත් කරන ලදී. මෙය රජයේ ප්‍රධාන තක්සේරුකරු විසින් සපයන ලද දළ වශයෙන් ඇ.ඩො මිලියන 250 තක්සේරුවට අනුකූල වේ.
 - 4.2. කොටස් විකිණීමේ සහ මිලදී ගැනීමේ ගිවිසුම ඒ අනුව අත්සන් කළ යුතු වන අතර වෙස්ට් කෝස්ට් (පවර්) පුද්ගලික සමාගමේ මහා භාණ්ඩාගාර ලේකම් සතු සියයට 40 ක කොටස් විකිණීම සඳහා වන ගැණුම් ප්‍රතිඡාව, කොටස් එකකින් හෝ දෙකකින් සමන්විත විය හැකි ගැණුම් ප්‍රතිඡාවේ ගෙවීම් කොන්දේසි සහ යාන්ත්‍රණයන් සහ අනුබද්ධ කොටස් හුවමාරුව, රාමුගත ගිවිසුමට අනුකූලව විකුණුම්කරුගේ සහ ගැනුම්කරුගේ වගකීම් එහි අන්තර්ගත විය යුතු වේ.

4.3. ඒ සමඟම රාමුගත ගිවිසුමේ 6.3 වගන්තියේ දක්වා ඇති බදු සහන සහ අදාළ නීති යටතේ ලබා ගත හැකි ආයෝජන දිරි දීමනා ලබාදීමට ශ්‍රී ලංකා රජය එකඟ වී ඇත. (1978 අංක 04 දරණ ආයෝජන මණ්ඩල නීතිය යටතේ (සංශෝධනය කළ පරිදි), 2008 අංක 14 දරණ උපායමාර්ගික සංවර්ධන ව්‍යාපෘති පනත සහ වෙනත් නීති ඇතුළුව)

4.4. සමස්ත පර්යන්ත ව්‍යාපෘතියටම සැලකිය යුතු ආයෝජනයක් අවශ්‍ය වන හෙයින් සහ ද්‍රවිකෘත ස්වාභාවික වායු හඳුන්වාදීමක් සමඟ රටේ බලශක්ති උපායමාර්ගය සැලකිය යුතු වෙනසකට භාජනය වන අතර මෙම පර්යන්ත ව්‍යාපෘතිය මඟින් රටේ භූ දර්ශනය වෙනස් වන බැවින් එය 2008 අංක 14 දරණ උපායමාර්ගික සංවර්ධන ව්‍යාපෘති පනත යටතේ දිරි දීමනා ලබා දීමට සුදුසුකම් ඇති ව්‍යාපෘතියක් ලෙස සැලකිය හැකිය. 1978 අංක 04 දරණ ආයෝජන නීතිය යටතේ වන අනෙකුත් දිරි දීමනා නිව් ෆෝට්‍රස් එනර්ජි විසින් ඉල්ලුම්කළ අවස්ථාවන් වලදී ලබා දිය හැකිය.

5. විදුලි බලාගාර වෙත ද්‍රවිකෘත ස්වාභාවික වායු සැපයීම සහ පර්යන්ත ව්‍යාපෘතියේ මෙහෙයුම් කටයුතු

5.1 රාමුගත ගිවිසුම මඟින් නිව් ෆෝට්‍රස් එනර්ජි සමාගමට වසර 5 ක කාලයක් සඳහා වෙස්ට් කෝස්ට් පුද්ගලික සමාගම වෙත ද්‍රවිකෘත ස්වාභාවික වායු සැපයීමට අවස්ථාව ලබා දී ඇත. කෙසේවෙතත්, වෙස්ට් කෝස්ට් පුද්ගලික සමාගමේ බලාගාරයට ආසන්නයේම සොබාදනාවී ලිමිටඩ් විසින් ඉදිකිරීමට නියමිත මෙහෙයවීම් 350 ක ද්‍රවිකෘත ස්වාභාවික වායු බලාගාරය වෙනුවෙන් එම සමාගම හා මහා භාණ්ඩාගාර ලේකම්වරයා අතර 2021.07.19 දින අත්සන් කළ ලද අමාත්‍ය මණ්ඩලය විසින් අනුමත කළ ක්‍රියාත්මක කිරීමේ ගිවිසුම මඟින් රජය මත ද්‍රවිකෘත ස්වාභාවික වායු සැපයීම සහතික කිරීම සඳහා වගකීමක් පවරා දී ඇත.

5.2 ඒ අනුව, සොබාදනාවී බලාගාරයට ද වායු සැපයීමට නිව් ෆෝට්‍රස් එනර්ජි සමාගමට ඉඩ දීම වාසිදායක ය. (මෙය යෝජනාවේ සංශෝධනයක් වනු ඇත)

5.3 කොටස් විකුණුම් හා මිළ දී ගැනීමේ ගිවිසුමෙහි කොටසක් ලෙස හෝ ස්වාධීන ලේඛනයක් ලෙස ශ්‍රී ලංකා රජයට භාණ්ඩාගාර ලේකම් හරහා ගැස් සැපයීමේ කොන්දේසි පත්‍රයකට ඇතුළත් වීමට හැකියාව ඇත. (ඇමුණුම 01) නිව් ෆෝට්‍රස් එනර්ජි සමාගම වායු සපයන්නා වශයෙන් ෫.෫ සිටින වසර 5 ක කාල සීමාව තුළ කෙරවලපිටිය පරිශ්‍රයේ තවත් ද්‍රවිකෘත ස්වාභාවික වායු බලාගාරයක් ස්ථාපිත කරනු ලැබුවහොත්, කෙරවලපිටිය ප්‍රදේශයේ ඉදිවිය හැකි වෙනත් ඕනෑම බලාගාරයක් සඳහා ගැස් සැපයීමේ පූර්වකාල අයිතිය නිව් ෆෝට්‍රස් එනර්ජි සමාගම වෙත ලබා දෙනු ඇත.

5.4 ඒ අතරම, රාමුගත ගිවිසුමට අනුකූලව වායු සැපයීමේ ගිවිසුම වසර 5 ක කාලයක් පවතින අතර සිව්වන වසර අවසන් වීමට පෙර දැනුම් දිය යුතු වන පරිදි ද්‍රවිකෘත ස්වාභාවික වායු සැපයීමේ ගිවිසුම තවත් අතිරේක කාලයක් සඳහා දීර්ඝ කිරීමේ විකල්පය ශ්‍රී ලංකා රජය වෙත හිමි වේ.

5.5 නිව් ෆෝට්‍රස් එනර්ජි සමාගම සපයනු ලබන ද්‍රවිකෘත ස්වාභාවික වායු සඳහා මිල නියම කිරීම පිණිස, පහත දැක්වෙන සුභ්‍ර වලින් එක් සුභ්‍රයක් තෝරා ගැනීමේ විකල්පය ශ්‍රී ලංකා රජයට/මෙහෙයුම්කරුට ලබා දෙනු ඇත.

- Henry Hub *115%+5.05/MMBtu හෝ
- JKM +USD 1.15/MMBtu හෝ

වඩා වාසිදායක මිලක් ලබා ගැනීම සඳහා Brent පදනම් කරගත් සුභ්‍රයක් වැනි වෙනත් සුදුසු සුභ්‍රයක්

ශ්‍රී ලංකා රජය විසින් නැවත වායු බවට පරිවර්තනය කිරීම සහිත පාවෙන ගබඩා ඒකකය දක්වා ද්‍රවීකෘත ස්වාභාවික වායු ලබා ගත හැකි බව සහතික කිරීම සඳහා ඉහත සුඛ්‍ය වලට පරිබාහිරව ප්‍රවාහන ගාස්තු ඇතුළුව වෙනත් කිසිදු ගාස්තුවක් ගෙවීමට අවශ්‍ය නොවේ.

5.6 රාමුගත ගිවිසුමේ සඳහන් කර ඇති පරිදි පර්යන්ත ව්‍යාපෘතිය සංවර්ධනය කිරීමේ මුළු පිරිවැය නිව් ලෝට්‍රස් එන්රජි සමාගම විසින් දරනු ඇති අතර එයට නැවත වායු බවට පරිවර්තනය කිරීම සහිත පාවෙන ගබඩා ඒකකය, නැව් නැවැත්වීමේ පද්ධතිය, සැපයුම් නල මාර්ගය සහ ඒ ආශ්‍රිත පහසුකම් සහ යටිතල පහසුකම් ඇතුළත් වේ.

5.7 පර්යන්තය ඉදිකිරීම පිරිවැය එහි අපේක්ෂිත මට්ටම ඉක්මවායන්නේ නම් එම ප්‍රමාණය නිව් ලෝට්‍රස් එන්රජි සමාගම විසින් දරනු ලබන අතර එබැවින් යෝජිත මිලට එමගින් කිසිදු බලපෑමක් සිදු නොවේ. රාමුගත ගිවිසුමෙහි එකඟ වූ පරිදි පර්යන්ත ව්‍යාපෘතිය මාස 12 ඉක්මවුවහොත් හානිපූර්ණ අලාභ (Liquidated damages) ලබා දීමට ද නිව් ලෝට්‍රස් එන්රජි සමාගම එකඟ වී තිබේ.

5.8 ඒ සමගම, පර්යන්ත ව්‍යාපෘතිය ඇතුළුව එහි සංරඥ්ඛන ඇතුළත් යෝජනාවට පහසුකම් සැලසීම සඳහා අවශ්‍ය අවසරයන්, අනුමැතීන් ශ්‍රී ලංකා රජය විසින් නිව් ලෝට්‍රස් එන්රජි සමාගම වෙත ලබා දිය යුතුය.

6. විශ්ලේෂණය

6.1 මෙම සමස්ත යෝජනාවලිය හා එයට සිදු කර ඇති සංරඥ්ඛන සහ ද්‍රවීකෘත ස්වාභාවික වායු සැපයීම විශ්ලේෂණය කිරීමේදී පහත ප්‍රතිලාභ උපයා ගත හැකි බව නිරීක්ෂණය කරමි :

6.1.1. නිව් ලෝට්‍රස් එන්රජි සමාගම විසින් පර්යන්ත ස්ථාවර ගාස්තුව ලෙස ඇ.ඩො. 1.45/MMBtu ක් සහ වසර 5ක කාලසීමාවක් සඳහා 175MMBtuක ගැස් ධාරිතාවක් ලබාදීමට එකඟතාවය පලකර ඇත. මෙමගින් ලංකා විදුලිබල මණ්ඩලය වෙත ඇමරිකානු ඩොලර් මිලියන 50.75 ක සාමාන්‍ය වාර්ෂික පිරිවැයක් ඇති කරනු ඇත. කෙසේ වෙතත්, නැවත වායු බවට පරිවර්තනය කිරීම සහිත පාවෙන ගබඩා ඒකකය සහ නල මාර්ග සඳහා දැනට ක්‍රියාත්මක වෙමින් පවතින ටෙන්ඩරයේ සඳහා ප්‍රකාශිත ස්ථාවර ගාස්තුව වන ඇමරිකානු ඩොලර් 3.11 MMBtu (නැවත වායු බවට පරිවර්තනය කිරීම සහිත පාවෙන ගබඩා ඒකකය සඳහා ඇ.ඩො. 2.3388/MMBtu සහ නල මාර්ගය සඳහා ඇ.ඩො. 0.5698 /MMBtu සහ FSRU සියයට 60 ක ධාරිතාවක් භාවිතා කිරීමේදී ඇස්තමේන්තුගත අමතර ඉන්ධන පිරිවැය සඳහා ඇ.ඩො. 0.20/MMBtu [සියයට 80 ක ධාරිතාවකදී එය ඇ.ඩො. 0.25/MMBtu ක් වනු ඇත.] හේතුවෙන්, ලංකා විදුලිබල මණ්ඩලයට වාර්ෂිකව ඇමරිකානු ඩොලර් මිලියන 125.7 ක පිරිවැයක් මුල් වසර 05 තුළ පමණක් ඇති වනු ඇත. ඒ අනුව ඉහත සඳහන් යෝජනාව හා සසඳන විට, නිව් ලෝට්‍රස් එන්රජි සමාගමේ යෝජනාවලිය මගින්, වසරකට ඩොලර් මිලියන 75 ක සාමාන්‍ය ඉතිරියක් සහ වසර 5ක කොන්ත්‍රාත් කාල සීමාව තුළ ඇමරිකානු ඩොලර් මිලියන 375 ක සාමාන්‍ය ඉතිරියක් ලබා ගැනීමට හැකි වනු ඇත.

ලංකා විදුලිබල මණ්ඩලයේ පාවෙන ගබඩා ඒකකය සහ නල මාර්ග සඳහා දැනට ක්‍රියාත්මක වෙමින් පවතින ටෙන්ඩරයෙහි වසර 5 ක් සඳහා අවම සහතික කරන ලද මිලදී ගැනීම (minimum guaranteed offtake) මිලියන 202 /MMBtu.

6.1.2. නල මාර්ග ඇතුළත් පර්යන්ත ව්‍යාපෘතිය දැනට කැලණිනිස්ස බලාගාරය වෙත සම්බන්ධ කිරීමට අපේක්ෂා නොකළ ද, යම් හෙයකින් එවැන්නක් කිරීමට ශ්‍රී ලංකා රජය විසින් නව ලෝට්‍රස් එනර්ජි සමාගම වෙතින් ඉල්ලීමක් කළහොත්, අතිරේක වියදමකින් තොරව නල මාර්ගය දීර්ඝ කිරීමට නව ලෝට්‍රස් එනර්ජි සමාගම විසින් එකඟ වී තිබේ. එබැවින් කැලණිනිස්ස බලාගාරය දක්වා නල මාර්ගය දීර්ඝ කිරීම මත ඇ. ඩො. 1.45 /MMBtu ක් වන ස්ථාවර ගාස්තුව වැඩිකිරීමක් ද සිදු නොවනු ඇත.

6.1.3. තාප ගාස්තු සම්බන්ධයෙන් ඔවුන්ගේ අනුමානයන් අපගමනය වීම හේතුවෙන් සහ මෙම බලාගාරය වසර 12ක් දැවී තෙල් මගින් ක්‍රියාත්මක කිරීම හේතුවෙන් සිදු වී ඇති ක්ෂය වීම සලකා බලන විට, රාමුගත ගිවිසුමෙහි 3.1 (b) වගන්තිය අනුගමනය කිරීම අභිරුචිය හැකි බව නව ලෝට්‍රස් එනර්ජි සමාගම විසින් දැනුම් දී ඇති අතර, එමගින් වෙස්ට් කෝස්ට් (ප්‍රයිවට්) ලිමිටඩ් සමාගමේ උත්පාදන පිරිවැය (මුළු පිරිවැය) සඳහා එකඟ වූ ඇ. ඩො. ගත 9.9/kWh හි අපගමනයකට තුඩු දෙනු ඇත.

6.1.4. කෙසේ වෙතත්, නව ලෝට්‍රස් එනර්ජි සමාගමේ යෝජනාවලියේ ඇතුළත් වායු සැපයීමේ සහ පර්යන්ත ගාස්තු පිළිබඳ කොන්දේසි හේතුවෙන් වෙස්ට් කෝස්ට් (ප්‍රයිවට්) ලිමිටඩ් සමාගමේ සාමාන්‍ය උත්පාදන පිරිවැය (මුළු පිරිවැය) ඇ.ඩො. ගත 12.32 kWh ක් (සියයට 55 ක බලාගාර ධාරිතාවක දී සහ සියයට 5 ක වට්ටම් සාධකයකදී) වන අතර, බලශක්ති පිරිවැය ඇ.ඩො. ගත 8 kWh ක් පමණ වේ. වර්තමාන දැවී තෙල් මිල (HFO) (ලීටයක් රු.70 බැගින්) පදනම් කරගත් වසර 5 ක සාමාන්‍ය උත්පාදන පිරිවැය ඇ.ඩො. ගත 13.79 kWh ක් වේ. ඒ අනුව මෙය දැවී තෙල් මගින් සිදු කරන උත්පාදන පිරිවැයට වඩා සියයට 11 ක් ලාභදායී වේ.

කෙසේ වෙතත්, 6.1.1 ඡේදයෙහි සඳහන් කර ඇති පරිදි වෙස්ට් කෝස්ට් (ප්‍රයිවට්) ලිමිටඩ් සමාගම වෙත ඇ.ඩො. 3.11/MMBtu ක ස්ථාවර ගාස්තුවක් මත පහසුකම් සැපයුවහොත් වෙස්ට් කෝස්ට් (ප්‍රයිවට්) ලිමිටඩ් සමාගමට කිසිදු ඉතිරි කිරීමක් නොමැතිවන අතර දැවීතෙල් වලට වඩා ද්‍රව්‍යාත්මක ස්වාභාවික වායු පිරිතුරු බලශක්තියක් වීමේ වාසිය පමණක් හිමිවෙනු ඇත. එවිට දැවීතෙල් භාවිතා කරමින් මෙහෙයුම් කටයුතු සිදුකිරීම වඩා වාසිදායක වනු ඇත.

6.1.5. එමෙන්ම නව ලෝට්‍රස් එනර්ජි සමාගමේ යෝජනාව මගින් සොබාදන්වී බලාගාරය ඇ. ඩො.ගත 5.83/kWh ක වසර 5 ක සාමාන්‍ය බලශක්ති පිරිවැයකින් සහ ඇ.ඩො. ගත 7.18/kWh ක පමණ මුළු පිරිවැයකින් ක්‍රියාත්මක කිරීමට හැකිවනු ඇත. (සියයට 55 ක බලාගාර ධාරිතාවක දී සහ සියයට 5 ක වට්ටම් සාධකයකදී) උක්ත ඇ. ඩො.ගත 5.83/kWh ක් වූ බලශක්ති පිරිවැය ගල් අඟුරු පදනම් කරගත් බලශක්ති පිරිවැය හා සැසඳිය යුතු වේ.

6.1.6. විදුලි ඒකකයක් උත්පාදනය කිරීමේ සාමාන්‍ය පිරිවැය සැලකිල්ලට ගත් විට, රටේ ගල් අඟුරු බල උත්පාදන ධාරිතාව පුළුල් නොකිරීම, පුනර්ජනනීය බලශක්ති ධාරිතාව පුළුල් කිරීම සඳහා වූ ආක්‍රමණශීලී බලකිරීමක් සිදු කිරීම සහ 2023-2028 කාලය තුළ එවැනි විදුලි ධාරිතාවන් ජාතික විදුලිබල පද්ධතියට යථාර්ථවාදීව ඇතුළත් කිරීම යනාදිය ඇතුළත් වත්මන් ප්‍රතිපත්ති රාමුවට යටත්ව, මෙඟවෙට් 650 ක සමස්ත ජනන ධාරිතාවයකින් සමන්විත වන වෙස්ට් කෝස්ට් පුද්ගලික සමාගමෙහි සහ සොබාදන්වී බලාගාරයහි සාමාන්‍ය උත්පාදන පිරිවැය නව ලෝට්‍රස් එනර්ජි සමාගමේ කොන්දේසි යටතේ ඇමරිකානු ඩොලර්

ශක්‍ෂ 9.75/kWh පමණ අගයකට පවතිනු ඇත. කෙසේවෙතත්, 6.1.1 ඡේදයෙහි සඳහන් කොන්දේසි පැනවුවහොත් වෙස්ට් කෝස්ට් පුද්ගලික සමාගමෙහි සාමාන්‍ය උත්සාදන පිරිවැය ඇ.බඩා. ශක්‍ෂ 1.21/kWh කින් වැඩි වනු ඇත. (ලංකා විදුලිබල මණ්ඩලයේ FSRU ටෙන්ඩරය මඟින් ලබා ගත හොත්) මෙම යෝජනාව පිළිගත හොත් සැලකිය යුතු වෙලදපොල බාධාවක් සහ අස්ථාවර භාවයන් නොමැති නම් ඉතුරුම් අපේක්ෂා කරන අතර එමඟින් මෙහෙයුම් වලින් වසර 5 ක් සඳහා අවම වශයෙන් වෙස්ට් කෝස්ට් පුද්ගලික සමාගමට රු. මිලියන 125 ක් වත් ඉතිරි කර ගැනීමට හැකි වනු ඇත.

6.1.7. දැනට වෙළඳපොලෙහි පවතින තරමක් අස්ථාවර බව නිසා ද්‍රවිකෘත ස්වාභාවික වායු සැපයුම පිළිබඳව තීරණය කිරීමට ශ්‍රී ලංකා රජය වෙත නමාගීලී බවක් ලබා දීමට ද්‍රවිකෘත ස්වාභාවික වායු සැපයුම් කාලය වසර 5 කට සීමා කර ඇත. එමඟින් ශ්‍රී ලංකා රජය වෙත ද්‍රවිකෘත ස්වාභාවික වායු සඳහා හොඳ මිලක් ලබා ගැනීමට පමණක් නොව එම අවස්ථාවේ දී පැන නැඟිය හැකි බොහෝ විචල්‍යයන් සැලකිල්ලට ගෙන සමස්ත ගැස් උපායමාර්ගය පිළිබඳව තීරණය කිරීමට ද ඉඩ සලසා දී ඇත.

- 7. ඒ සමගම, ඉහත සඳහන් ක්‍රියාත්මක කිරීමේදී පැන නගින ප්‍රායෝගික ගැටලු හේතුවෙන් ඇමුණුම 02 හි සඳහන් රාමුගත ගිවිසුමේ සමහර විධිවිධාන වෙනස් වී ඇති බැවින් එය පිළිබිඹු වන පරිදි රාමුගත ගිවිසුම සංශෝධනය කිරීමට සිදු වනු ඇත.
- 8. එබැවින්, පහත සඳහන් කරුණු අමාත්‍ය මණ්ඩලයේ අනුමැතිය සඳහා ඉදිරිපත් කරමි.

8.1. ඉහත 4 ඡේදයේ සඳහන් පරිදි වෙස්ට් කෝස්ට් සමාගමේ සියයට 40 ක කොටස් විකිණීම ඇතුළත් ගැනුම් ප්‍රතිස්ථාව සහිත කොටස් විකිණීමේ සහ මිලදී ගැනීමේ ගිවිසුමකට එළඹීමට මහා භාණ්ඩාගාර ලේකම්වරයාට බලය පැවරීම, ගෙවීමේ යාන්ත්‍රණය සහ නීතිපති විසින් අනුමැතිය ලබාදීමට නියමිත කොටස් විකිණීමේ හා මිලදී ගැනීමේ ගිවිසුමේ විධිවිධාන සමග සංශෝධිත රාමුගත ගිවිසුම සක්‍රීය කිරීම. මෙම කොටස් විකිණීමේ හා මිලදී ගැනීමේ ගිවිසුම අත්සන් කිරීමෙන් පසු එය අනුමත කිරීම සඳහා අමාත්‍ය මණ්ඩලය වෙත ඉදිරිපත් කරනු ඇත

8.2 ඉහත 1-7 දක්වා ඡේදයන්හි සඳහන් කර ඇති පරිදි ගරු නීතිපතිවරයාගේ අනුමැතිය සහිතව රාමුගත ගිවිසුම සංශෝධනය කිරීමට මහා භාණ්ඩාගාර ලේකම්තුමා වෙත බලය පැවරීම.

8.3 ඉහත 5.3 යන ඡේදයෙහි සඳහන් පරිදි කොටස් විකිණීමේ හා මිලදී ගැනීමේ ගිවිසුමේ කොටසක් ලෙස හෝ ස්වාධීන ලේඛනයක් ලෙස ද්‍රවිකෘත ස්වාභාවික වායු සැපයුම් කොන්දේසි පත්‍රයකට එළඹීමට සහ 5.1 හා 5.3 ඡේදයන්හි සඳහන් කළ පරිදි වෙස්ට් කෝස්ට් පුද්ගලික සමාගම වෙත සහ සොබාදානවි ලිමිටඩ් වෙත ද්‍රවිකෘත ස්වාභාවික වායු සැපයීමේ ගිවිසුම්වලට එළඹීමට මහා භාණ්ඩාගාර ලේකම්වරයාට බලය පැවරීම.

8.4 රාමුගත ගිවිසුමේදී එකඟ වූ පරිදි සහ 4.3 හා 4.4 යන ඡේදවල සඳහන් කර ඇති පරිදි පර්යන්ත ව්‍යාපෘතිය වෙත බදු සහන ලබාදීම.

8.5 පර්යන්ත ව්‍යාපෘතිය ඇතුළු යෝජනාව සහ එහි සංශෝධන ක්‍රියාත්මක කිරීමට රාමුගත ගිවිසුමේ සහ කොටස් විකිණීමේ සහ මිලදී ගැනීමේ ගිවිසුම්වල සඳහන් කර ඇති අවසරයන්, බලපත්‍ර සහ අනෙකුත් අනුමැතීන් කඩිනමින් ලබා දීමට පහසුකම් සලසන ලෙස අදාළ අමාත්‍යවරුන්, අමාත්‍යාංශ සහ අනෙකුත් ආයතන වෙත වෙත උපදෙස් ලබාදීම.

අත්සන් කලේ: බැසිල් රාජපක්ෂ, පා.ම.
මුදල් අමාත්‍ය



මුදල් අමාත්‍යාංශය
நிதி அமைச்சு
MINISTRY OF FINANCE

මහලේකම් කාර්යාලය, කොළඹ 01.
ශ්‍රී ලංකාව

செயலகம், கொழும்பு 01.
இலங்கை

The Secretariat, Colombo 01.
Sri Lanka

කාර්යාලය } (94)-11-2484500
அலுவலகம் } (94)-11-2484600
Office } (94)-11-2484700

ෆැක්ස් }
பெக்ஸ் } (94)-11-2449823
Fax }

වෙබ් අඩවිය }
වෙබ් සයිට් } www.treasury.gov.lk
Website }

මගේ අංකය }
எனது இல. } MF/PED/11/CM/2021/164
My No. }

ඔබේ අංකය }
உமது இல. } Your No. }

දිනය }
திகதி } 06.09.2021
Date }

அமைச்சரவை விஞ்ஞாபனம்

**மின்னுற்பத்திச் செலவினத்தினைக் குறைப்பதற்காக வெஸ்ட் கோஸ்ட் பவர்
(பிரைவேட்) லிமிடெட் நிறுவனத்தில் முதலீடுசெய்தல்**

1. NASDAQ நிறுவனத்தில் பட்டியலிடப்பட்டுள்ளதும் அதன் துணைக் கம்பனி ஒன்றுமான நியு போர்ட்ரெஸ் எனெர்ஜி கம்பனியுடன் (New Fortress Energy-NFE) இலங்கை அரசாங்கம் சார்பில் கட்டமைப்பு ஒப்பந்தத்தில் கைச்சாத்திடுவதற்காக 2021.05.07 ஆம் திகதிய CP/21/1230/304/106 ஆம் இலக்க, அமைச்சரவை அங்கீகாரத்தின் மூலம் திறைசேரி செயலாளருக்கு அதிகாரம் வழங்கப்பட்டதோடு, அதற்கமைய, இலங்கை அரசாங்கத்திற்கும் நியு போர்ட்ரெஸ் எனெர்ஜி கம்பனிக்கும் இடையில் 2021.07.07 ஆம் திகதி கட்டமைப்பு உடன்படிக்கை ஒன்று கைச்சாத்திடப்பட்டது.
2. கட்டமைப்பு ஒப்பந்தத்தின் முக்கிய அம்சங்களாக: வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் இல் 40 சதவீதப் பங்குகளை விற்பனை செய்தல், திரவ இயற்கை வாயுவினை வழங்குவதற்கான குழாய்கள் மற்றும் மிதக்கும் சேமிப்பகம் கொண்ட மீள் வாயுவாக்கல் அலகு (FSRU) மூரிங் சிஸ்டம் மற்றும் குளாய்களைப் பொருத்துதல் உள்ளடங்கலாக முடிவுறுத்தல் கருத்திட்டத்தை செயற்படுத்துதல் மற்றும் ஏனைய பொறித் தொகுதிகளுக்கு திரவ இயற்கை வாயுவினை வழங்கல் என்பனவற்றினை குறிப்பிடலாம். (இதனகத்துக்குப் பின்னர் "முன்மொழிவு" எனக் குறிப்பீடுசெய்யப்படுகிறது)
3. மேலே குறிப்பிடப்பட்டுள்ள விடயங்களை நியு போர்ட்ரெஸ் எனெர்ஜி கம்பனியுடன் கலந்தாலோசிப்பதற்காக திறைசேரி செயலாளர் அவர்கள், திறைசேரி, மின்சக்தி அமைச்சு, இலங்கை மின்சார சபை மற்றும் மின்சாரம்,எரிவாயு துறைசார் நிபுணர்களை உள்ளடக்கி, இரண்டு குழுக்களை நியமித்துள்ளார்.
4. வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் (WCPL) இல் பங்குகளை விற்பனைசெய்தல்
 - 4.1. கட்டமைப்பு உடன்படிக்கை மூலம் உடன்பட்டவாறு நியு போர்ட்ரெஸ் எனெர்ஜி கம்பனியினால் வெஸ்ட் கோஸ்ட் பவர் கம்பனி லிமிடெட் நிறுவனத்தின் பொது திறைசேரி செயலாளரிடம் காணப்பட்ட 40 சதவீத பங்குகளை ஐ.அ.டொ.250 மில்லியனுக்கு

கொள்வனவு செய்வதற்காக முன்மொழிவு சமர்ப்பிக்கப்பட்டுள்ளது. இது அரசாங்க விலை மதிப்பீட்டாளரால் மதிப்பிடப்பட்ட சுமார் ஐ.அடொ.250 மில்லியன் விலை மதிப்பீட்டுடன் இணைந்த வகையில் அமையப் பெற்றிருந்தது

4.2. பங்கு விற்பனை மற்றும் கொள்வனவு ஒப்பந்தமானது அதற்கமைய கைச்சாத்திடப்பட வேண்டியிருந்ததோடு, வெஸ்ட் கோஸ்ட் பவர் கம்பனி லிமிடெட் நிறுவனத்தின் பொது திறைசேரி செயலாளரிடம் காணப்பட்ட 40 சதவீத பங்குகளை விற்பனை செய்வதற்கான கொள்வனவுப் பெறுமதியானது, பங்குகள் ஒன்று அல்லது இரண்டு கட்டக் கொடுப்பனவுகளை உள்ளடக்கி இருக்கமுடியுமான கொள்வனவுப் பெறுமதியில் விற்பனை செய்ய முடியுமான நியதிகள், முறைமைகள் மற்றும் துணைப் பங்குப் பறிமாற்றல்கள் என்பன கட்டமைப்பு ஒப்பந்தத்திற்கு அமைய விற்பனையாளர்கள் மற்றும் கொள்வனவாளர்களின் கடப்பாடுகளில் உள்ளடக்கப்பட்டிருந்தல்வேண்டும்.

4.3. இதேவேளை, இலங்கை அரசாங்கம் கட்டமைப்பு உடன்படிக்கையில் வாசகம் 6.3 இல் குறிப்பிடப்பட்டுள்ளவாறான வரிச் சலுகைகள் (திருத்தப்பட்டவாறான) 1978 ஆம் ஆண்டின் 04 ஆம் இலக்க, முதலீட்டுச் சட்டம், 2008 ஆம் ஆண்டின் 14 ஆம் இலக்க, செயல் நுணுக்க அபிவிருத்திக் கருத்திட்டங்கள் மற்றும் வேறு ஏதேனும் சட்டம் உள்ளடங்கலாக) ஏற்புடையதான சட்டங்களின் கீழ் கிடைப்பனவாகவுள்ள முதலீட்டு ஊக்கத்தொகைகள் என்பனவற்றினை இலங்கை அரசாங்கம் வழங்குதல்வேண்டும்.

4.4. முழு முடிவுறுத்தல் கருத்திட்டத்திற்கும் குறிப்பிடத்தக்க முதலீடு தேவைப்படுகிறது என்பதனாலும், மேலும் திரவ இயற்கை வாயு அறிமுகப்படுத்தப்பட்டதுடன் நாட்டின் எரிசக்தி மூலோபாயம் குறிப்பிடத்தக்களவில் மாற்றத்திற்கு உட்படும் என்பதனாலும், இந்த முடிவுறுத்தல் கருத்திட்டம் மூலம் நாட்டின் பூகோளமே மாற்றமடையும் என்பதனாலும், இக்கருத்திட்டம், 2008 ஆம் ஆண்டின் 14 ஆம் இலக்க, செயல் நுணுக்க அபிவிருத்திக் கருத்திட்டச் சட்டத்தின் கீழ் ஊக்கத் தொகைகளை வழங்குவதற்கான தகைமையினைக் கொண்டுள்ள கருத்திட்டம் என கருதப்படமுடியும்.1978 ஆம் ஆண்டின் 04 ஆம் இலக்க, முதலீட்டுச் சட்டத்தின் கீழான ஏனைய ஊக்கத்தொகைகளை நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனி கோரியவுடன் அத்தகைய ஊக்கத்தொகைகளும் வழங்கப்படலாம்.

5. மின்னுற்பத்திப் பொறிகளுக்கு எரிவாயுவினை வழங்கல் மற்றும் டேர்மினல் கருத்திட்டத்தின் செயற்பாடு

5.1. கட்டமைப்பு ஒப்பந்தத்தின் மூலம் நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனிக்கு 5 வருட காலத்திற்காக வெஸ்ட் கோஸ்ட் பவர் கம்பனி லிமிடெடிற்கு திரவ இயற்கை எரிவாயுவை வழங்குவதற்காக ஏற்பாடுகள் வழங்கப்பட்டுள்ளன. எவ்வாறாயினும், வெஸ்ட் கோஸ்ட் பவர் கம்பனி லிமிடெடன் மின்னுற்பத்தி நிலையங்களுக்கு அருகாமையில் சொபதனாவி நிறுவனத்தினால் நிருமாணித்து இயக்கப்படவுள்ள 350 மெகாவோர்ட் திரவ இயற்கை எரி வாயு மின்னுற்பத்தி நிலையம் தொடர்பில் குறித்த நிறுவனத்திற்கும் திறைசேரி செயலாளருக்கும் இடையில் 2021.07.19 ஆம் திகதி கைச்சாத்திடப்பட்ட அமைச்சரவை அங்கீகரித்த நடைமுறைப்படுத்தல் ஒப்பந்தத்திற்கமைய இலங்கை அரசாங்கத்திடம் திரவ இயற்கை வாயு வழங்கலினை உறுதிசெய்வதற்கான பொறுப்பு ஒப்படைக்கப்பட்டுள்ளது.

- 5.2. அவ்வாறே, சோபாதநாவி ஆலைக்கு எரிவாயுவினை வழங்குவதற்காக நியு போர்ட்ரெஸ் என்எர்ஜி கம்பனியினை அனுமதிப்பது நன்மைபயப்பதாக அமையும் (இது முன்மொழிவிற்கான திருத்தமாக இருக்கும்)
- 5.3. பங்கு விற்பனை மற்றும் கொள்வனவு ஒப்பந்தத்தின் ஒரு பகுதியாகவோ அல்லது சுயாதீன ஆவணமொன்றாக இலங்கை அரசாங்கத்திற்கு திறைசேரி செயலாளர் ஊடாக எரி வாயு வழங்கல் நியதி ஒப்பந்தத்தில் கைச்சாத்திடலாம். (பின்னிணைப்பு 01) நியு போர்ட்ரெஸ் என்எர்ஜி கம்பனியானது எரிவாயு வழங்குநராக தொழிற்படும் 5 வருட காலப்பகுதியில், கெரவெலப்பிட்டி வளாகத்தில் திரவ இயற்கை வாயுவில் இயங்கும் மற்றும்மொரு மின் நிலையம் நிறுவப்படுமாயின், கெரவலாபிட்டியில் நிருமாணிக்கப்பட இயலுமான வேறு எந்த ஆலைகளுக்கும் திரவ இயற்கை வாயுவில் இயக்குவதற்கு எரிவாயு வழங்கலுக்கான முன்னுரிமையான அனுமதியானது நியு போர்ட்ரெஸ் என்எர்ஜி கம்பனி இற்கு வழங்கப்படவுள்ளது.
- 5.4. அதேவேளை, கட்டமைப்பு ஒப்பந்தத்துடன் இணைந்த வகையில், எரிவாயு வழங்கல் உடன்படிக்கை 5 வருட காலத்திற்கு பயன்வலுப்பெறும் என்பதோடு, வழங்கலினை மற்றும்மொரு மேலதிக காலப் பகுதிக்கு நீடிப்பதற்காக 4 ஆம் வருடம் முடிவடைவதற்கு முன்னர் அறிவிக்கப்படுதல் வேண்டுமென்பதோடு, திரவ எரிவாயுவினை வழங்கல் செய்வதற்கான உடன்படிக்கையினை மேலும் மேலதிக காலமொன்றுக்கு நீடிப்புச் செய்வதற்கான விருப்பத் தேர்வினையும் இலங்கை அரசாங்கம் கொண்டுள்ளது.
- 5.5. நியு போர்ட்ரெஸ் என்எர்ஜி கம்பனி வழங்கல்செய்கின்ற திரவ இயற்கை எரிவாயுவிற்கான விலையிடலானது, பின்வரும் சூத்திரங்களில் ஒன்றைத் தேர்ந்தெடுப்பதற்கான விருப்பத்தேர்வு வழங்கப்பட்டு, இலங்கை அரசாங்கத்திற்கு அல்லது இயக்குநருக்கு வழக்கப்படுகிறது.

- Henry Hub *115%+5.05/ MMBtu அல்லது
- JKM +ஐ.அ.டொ 1.15/ MMBtu அல்லது

சிறந்த விலையினைப் பெற்றுக் கொள்வதற்காக Brent அடிப்படையிலான சூத்திரம் போன்ற மற்றும்மொரு பொருத்தமான சூத்திரம்

இலங்கை அரசாங்கத்தினால் மீள வாயுவாக்கல் நிலைமாற்றத்தினை உறுதிசெய்வதற்காக மிதக்கும் சேமிப்பக அலகு வரையில் திரவ இயற்கை வாயுவினை பெற்றுக்கொள்ளலாம் என்பதனை உறுதிப்படுத்துவதற்காக மேலே குறிப்பிடப்பட்டுள்ள சூத்திரங்களுக்கு வெளிவாரியாக போக்குவரத்துச் செலவினம் உள்ளடங்கலாக வேரேதும் கட்டமொன்றினைச் செலுத்துவதற்கு அவசியப்படமாட்டாது.

- 5.6. கட்டமைப்பு உடன்படிக்கையில் குறிப்பிடப்பட்டுள்ளவாறு முடிவுறுத்தல் கருத் திட்டத்தினை அபிவிருத்தி செய்வதற்கான மொத்தச் செலவினத்தினையும் நியு போர்ட்ரெஸ் என்எர்ஜி கம்பனி ஏற்கும் என்பதோடு, அதற்கு மீள வாயுவாக்கல் நிலைமாற்றத்தினை உறுதிப்படுத்துகின்ற மிதக்கும் சேமிப்பு அலகு, கப்பல் தரிப்பிட வலையமைப்பு, விநியோக குழாய் வழிமுறை மற்றும் தொடர்புடைய வசதிகள் மற்றும் உட்கட்டமைப்பு வசதிகள் என்பனவும் உள்ளடங்கும்.

5.7. முடிவுறுத்தல் நிலையத்தினை நிருமாணிக்கின்ற செலவினம் அதன் எதிர்பார்த்த மட்டத்தினை விஞ்சுகையில் குறித்த மிதமிஞ்சிய செலவினமானது நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியினால் பொறுப்பேற்கப்படும் என்பதனால் இங்கு உத்தேச விலையில் எதுவித தாக்கமும் ஏற்படமாட்டாது. கட்டமைப்பு உடன்படிக்கையில் உடன்பட்டவாறு முடிவுறுத்தல் கருத்திட்டம் 12 மாதங்களுக்கு மேற்படின் அதற்கான ஒழிவிலான சேதங்களை வழங்கவும்(Liquidated damages) நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனி ஏற்றுக்கொண்டுள்ளது.

5.8. அத்துடன், முடிவுறுத்தல் கருத்திட்டம் உள்ளடங்கலாக, அதன் மீதான திருத்தங்களை உள்ளடக்கிய முன்மொழிவுகளுக்கு வசதிவாய்ப்புக்களை ஏற்படுத்திக் கொடுப்பதற்குத் தேவையான அனுமதிகள், அங்கீகாரங்கள் என்பன இலங்கை அரசாங்கத்தினால் நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனிக்கு வழங்கப்பட வேண்டியுள்ளது.

6. பகுப்பாய்வு

இத்தகைய மொத்த முன்மொழிவு, அதன் மீதான திருத்தங்கள் மற்றும் திரவ இயற்கை எரிவாயுவினை வழங்கல்செய்தல் என்பனவற்றினை பகுப்பாய்வு செய்கையில் பின்வரும் பிரதிபலன்களை நாட்டிற்கு அடைந்துகொள்ளலாம் என்பதனை அவதானிக்கிறேன்:

6.1.1.பிரித்தானிய அனல் சக்தி அலகானது MMBtu ஒன்றுக்கு ஐ.அ.டொ. 1.45 என்ற முடிவுறுத்தல் மீதான நிலையான கட்டணம் மற்றும் எரிவாயுவினை வழங்கல் செய்வதற்காக நிபந்தனைத் தாளில் உடன்பட்ட கொள்ளளவுகள் இலங்கை மின்சார சபைக்கு ஆண்டொன்றுக்கு சுமார் ஐ.அ.டொ.50.75 மில்லியனினை மொத்த செலவாக ஏற்படுத்தும். எவ்வாறாயினும், மற்றும் குளாய்களைப் பொறுத்துவதற்காக தற்போது அமுல்படுத்தப்படுகின்ற விலைமனுக் கோரலுக்கான உத்தேச நிலையான கட்டணமான MMBtu ஒன்றிற்காக ஐ.அ.டொ.3.11 மீள் வாயுவாக்கலுடன் கூடிய மிதக்கும் சேமிப்பக அலகுக்காக MMBtu ஒன்றிற்காக ஐ.அ.டொ.2.338 மற்றும் குளாய் பொருத்துதல் களுக்காக MMBtu ஒன்றிற்காக ஐ.அ.டொ. 0.5698 மற்றும் FSRU இன் 60 சதவீதத்தினைப் பயன்படுத்துகையில் மதிப்பிடப்பட்ட மேலதிக எரிபொருள் செலவினத்திற்காக கட்டணம் 0.20 (நூற்றுக்கு 80 சதவீத கொள்ளளவில் அது MMBtu இற்கு ஐ.அ.டொ. 0.25 ஆக அமையும்) காரணமாக இலங்கை மின்சார சபைக்கு வருடாந்தம் ஐ.அ.டொ.125.7 மில்லியன் செலவினமொன்று ஏற்படுகிறது. அதற்கமைய மேலே குறிப்பிடப்பட்ட முன்மொழிவினை ஒப்பிடுகையில், நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியின் முன்மொழிவுகள் மூலம், வருடமொன்றிற்கு ஐ.அ.டொ.75 மில்லியனினை சராசரியாக சேமிக்கமுடியும் என்பதோடு, 05 வருட காலத்திற்கு ஐ.அ.டொ.375 மில்லியனினை சராசரியாக சேமிப்பதற்கு முடியுமாக இருக்கும்.

இலங்கை மின்சார சபையில் மிதக்கும் சேமிப்பக அலகு மற்றும் குளாய் பொருத்துதல்கள் என்பனவற்றிற்காக தற்போது அமுல்படுத்தப்படுகின்ற விலைமனுக் கோரலில் 5 வருடங்களுக்காக ஆகக் குறைந்த சான்படுத்தப்பட்ட கொள்வனவானது (minimum guaranteed offtake) MMBtu ஒன்றிற்காக 202 மில்லியன் ஆகும்.

6.1.2. குழாய் பொருத்துதல்களை உள்ளடக்குகின்ற முடிவுறுத்தல் கருத்திட்டமானது தற்போது களனிதிஸ்ஸ மின் உற்பத்தி நிலையங்களை இணைக்க கருதாத போதிலும், மேலதிக செலவினம் ஏதுமின்றி, நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியினைக் அவ்வாறு செய்யுமாறு இலங்கை அரசாங்கம் கோருகையில், அதனை அவ்வாறு விரிவுபடுத்துவதற்கும் நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனி ஏற்றுக்கொண்டுள்ளது. அதற்கமைய, களனிதிஸ்ஸ மின்னூற்பத்தி நிலையம் வரையில் குழாய் பொருத்துதல்களை விரிவுபடுத்துவதற்காக MMBtu ஒன்றிற்கு ஐ.அ.டொ.1.45 என்ற நிலையான கட்டண விகிதத்தில் அதிகரிப்பொன்றும் ஏற்படமாட்டாது.

6.1.3. அனல் வெப்பக் கட்டணங்களில் ஏற்படுன்ற ஏற்றத்தாழ்வுகள் காரணமாக கட்டமைப்பு உடன்படிக்கையின் வாசகம் 3.1 (ஆ) உடன் இணங்குவது கடினமாக அமையலாம் என்று நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனி அறிவித்துள்ளதோடு, அதன் மூலம் வெஸ்ட் கோஸ்ட் பவர் லிமிடெட்டில் மின்னூற்பத்திச் செலவினத்திற்காக உடன்பட்ட கி.வோ.மணித்தியாலம் ஒன்றுக்கு ஐ.அ.டொ. 9.9 சதம் என்ற விகித விலகலுக்கு காரணமாக அமைகின்றது.

6.1.4. எவ்வாறாயினும் நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியின் முன்மொழிவுகளில் உள்ளடக்கப்பட்டுள்ள எரிவாயு வழங்கல் மற்றும் முடிவுறுத்தல் கட்டணங்கள் தொடர்பான நியதிகள் காரணமாக வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்தின் சராசரி மின்னூற்பத்திச் செலவினம் (மொத்த செலவில்) கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.12.32 (நூற்றுக்கு 56 என்ற மின்னூற்பத்தி நிலையக் கொள்ளளவிலும் நூற்றுக்கு 5 சதவீத கழிவிலும்) ஆக காணப்படுவதோடு, எரிசக்தி செலவினம் கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.8ஆக காணப்பட்டது. நிகழ்காலத்தில் உளை எண்ணெய் விலை (HFO) (லீற்றர் ஒன்றுக்கு ரூபா 70 என்ற வீதத்தில்) அடிப்படையில் 5 வருடங்களுக்கான சராசரி உற்பத்திச் செலவு கி.வோ. மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.13.79 ஆகும். அதற்கமைய, இந்த உளை எண்ணெய் மூலம் மேற்கொள்ளப்படுகின்ற உற்பத்திச் செலவினத்தினை விட 11 சதவீதம் இலாபமானதாகும்.

எவ்வாறாயினும் மேலே பந்தி 6.1.1 இல் குறிப்பிட்டுள்ளவாறு வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்திற்கு MMBtu ஒன்றிற்கு ஐ.அ.டொ.3.11 என்ற நிலையான கட்டண விகிதத்தில் வசதிகளை வழங்குமெனில் அதன் மூலம் வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்திற்கு எந்தவித சேமிப்பினையும் ஏற்படுத்தாது என்பதோடு, உளை எண்ணெய்க்குப் பதிலாக திரவ இயற்கை வாயு தூய எரி சக்தியாக அமையப் பெறும். அவ்வேளை உளை எண்ணெய்யினைப் பயன்படுத்தி இயக்கச் செயற்பாடுகளை மேற்கொள்வது மிகவும் இலாபகரமானதாக அமையப்பெறும் என்பதாகும்.

6.1.5. அவ்வாறே, நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியின் முன்மொழிவுகள் மூலம் சோபதனாவி மின்னூற்பத்திக் கொள்ளளவு கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.5.83 என 5 வருடங்களுக்கு சராசரி எரிசக்தி செலவினத்திலும் கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.7.18 என்ற அடிப்படையில் முழுச்செலவினத்திலும் இயங்குவதற்கு முடியுமாக இருக்கும் (நூற்றுக்கு 55 சதவீதத்தில் மின்னூற்பத்தி கொள்ளளவிலும் நூற்றுக்கு 5 சதவீத கழிவிலும்) மேலே குறிப்பிடப்பட்ட கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அ.டொ.5.83 என்ற எரிசக்திச் செலவினத்தினை

நிலக்கரியினை அடிப்படையாகக் கொண்டமைந்த மின்னூற்பத்தியுடன் ஒப்புநோக்க வேண்டியிருக்கிறது.

6.1.6. மின் அலகொன்றினை உற்பத்திசெய்வதற்கான சராசரிச் செலவினத்தினைக் கருத்திற் கொண்டு, நாட்டில் நிலக்கரி மின்னூற்பத்தியினை விரிவுபடுத்தாது, புதுப்பிக்கத்தக்க மின்னூற்பத்திக் கொள்ளவினை விரிவுபடுத்துவதற்கான ஆக்கிரமிக்கத்தக்க நகர்வொன்றினை ஏற்படுத்தல் மற்றும் 2023 - 2028 காலப்பகுதியினுள் அத்தகைய மின்னூற்பத்திக் கொள்ளவினை தேசிய மின் கட்டமைப்பிற்கு யதார்த்த பூர்வமாக சேர்ப்பித்தல் போன்றவற்றினை உள்ளடக்கியுள்ள தற்கால கொள்கைக் கட்டமைப்பின் கீழ், 650 மெகா வோர்ட் மொத்த மின்னூற்பத்திக் கொள்ளவினைக் கொண்டுள்ள வெஸ்ட் கோஸ்ட் பவர் லிமிடெட்டிலும் சோபதனாவி மின்னூற்பத்தி ஆலையின் சராசரி மின்னூற்பத்திச் செலவினம் நியு போர்ட்ரெஸ் என்னர்ஜி கம்பனியின் நியதிகளின் கீழ் கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அடொ.9.75 என்ற பெறுமதியில் காணப்படும். எவ்வாறாயினும், மேலே பந்தி 6.1.1 இல் குறிப்பிடப்பட்டுள்ள நிபந்தனைகள் விதிக்கப்படுமாயின் வெஸ்ட் கோஸ்ட் பவர் லிமிடெட்டின் சராசரி மின்னூற்பத்திச் செலவினம் கி.வோ.மணித்தியாலம் ஒன்றிற்கு ஐ.அடொ.1.21 இனால் அதிகரிக்கும். (இலங்கை மின்சார சபையின் FSRU விலைமனுக்கோரல் மூலம் பெறப்படுமாயின்) இந்த முன்மொழிவு ஏற்றுக்கொள்ளப்படுமாயின் குறிப்பிடத்தக்க சந்தை இடையூறுகள் மற்றும் நிலையற்றதன்மை காணப்படாதிருப்பின் சேமிப்புக்கள் எதிர்பார்க்படுவதோடு அதன் மூலம் இயக்கசெயற்பாடுகள் மூலம் 5 வருடங்களுக்காக ஆகக் குறைந்தது வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்திற்கு ரூபா 125 மில்லியனினை சேமிக்க முயுமாக இருக்கும்.

6.1.7. தற்போது சந்தையில் காணப்படுகின்ற ஓரளவு ஸ்தீரமற்றநிலை காரணமாக திரவ இயற்கை எரிவாயு வழங்கல் தொடர்பில் தீர்மானமெடுப்பதற்காக இலங்கை அரசாங்கத்திற்கு நெகிழ்வுத்தன்மையினை வழங்கும் வகையில் திரவ இயற்கை எரிவாயு விநியோக காலம் 5 வருடங்களுக்கு மட்டுப்படுத்தப்பட்டுள்ளது. அதன் மூலம் இலங்கை அரசாங்கத்திற்கு இது திரவ இயற்கை எரிவாயுவிடக்காக சிறந்த விலையொன்றினைப் பெற்றுக்கொள்வதற்கு மாத்திரமன்றி அத்தகைய சந்தர்ப்பங்களில் எழு முடியுமான பல மாறிகளை கணக்கிற்கொண்டு முழு எரிவாயு மூலோபாயம் தொடர்பிலும் தீர்மானமெடுப்பதற்காக இலங்கை அரசாங்கத்தினை அனுமதிக்கும்.

7. அத்துடன், மேலே குறிப்பிடப்பட்டுள்ள ஒரு சில ஏற்பாடுகளை நடைமுறைப்படுத்தப்படும் போது எழுகின்ற நடைமுறைச் சிக்கல்கள் காரணமாக பின்னிணைப்பு 02 இல் குறிப்பிடப்பட்டுள்ள கட்டமைப்பு உடன்படிக்கையிலுள்ள ஒரு சில ஏற்பாடுகள் மாற்றமடைந்துள்ளதனால் குறித்த மாற்றங்களைப் பிரதிபலிக்கும் வகையில் கட்டமைப்பு உடன்படிக்கையில் திருத்தங்கள் மேற்கொள்ளப்படுகின்றன.

8. அதற்கமைய, பின்வரும் விடயங்களுக்காக அமைச்சரவையின் அங்கீகாரம் நாடப்படுகின்றது:

8.1. லேவே 4 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்திலுள்ள 40 சதவீதப் பங்குகளை விற்பனை செய்தல் உள்ளடங்கலாக கொள்வனவுப் பெறுமதியுடன் பங்குகளை விற்பனை செய்தல் மற்றும் கொள்வனவுசெய்தல் உடன்படிக்கையில் கைச்சாத்திடுவதற்காக திறைசேரி செயலாளருக்கு அதிகாரமளித்தல். கொடுப்பனவு முறைமை மற்றும் சட்டமா அதிபர் அவர்களினால் அங்கீகாரமளிக்கப்படவுள்ள பங்கு விற்பனை மற்றும் கொள்வனவு

உடன்படிக்கை ஏற்பாடுகளுடன் திருத்தியமைக்கப்பட்ட கட்டமைப்பு உடன்படிக்கையினை செயலுக்கப்படுத்தல், பங்குகொள்வனவு மற்றும் விற்பனை உடன்படிக்கை கைச்சாத்திடப்பட்டதன் பின்னர் அதனை அங்கீகரிக்கும் வகையில் அமைச்சரவைக்கு சமர்ப்பித்தல்.

- 8.2. மேலே 1 முதல் 7 வரையான பந்திகளில் குறிப்பிட்டுள்ளவாறுகௌரவ சட்டமா அவர்களின் அங்கீகாரத்துடன் கட்டமைப்பு ஒப்பந்தத்தினைத் திருத்துவதற்கு பொதுத் திறைசேரி செயலாளருக்கு அதிகாரமளித்தல்.
- 8.3. மேலே 5.3 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு பங்கு விற்பனை மற்றும் கொள்வனவு உடன்படிக்கையின் பங்கொன்றாக அல்லது சுயாதீன ஆவணமொன்றாக திரவ இயற்கை வாயு வழங்கல் நியதித் தாளொன்றில் கையொப்பமிடுவதற்காக பந்தி 5.1 மற்றும் 5.3 இல் குறிப்பிடப்பட்டுள்ளவாறு வெஸ்ட் கோஸ்ட் பவர் லிமிடெட் நிறுவனத்திற்கும் சோபாதனவி நிறுவனத்திற்கும் திரவ இயற்கை வாயுவினை வழங்குவதற்கான உடன்படிக்கையில் கைச்சாத்திடுவதற்காக பொதுத் திறைசேரி செயலாளருக்கு அதிகாரமளித்தல்.
- 8.4. கட்டமைப்பு உடன்படிக்கையில் உடன்பட்டவாறும் பந்தி இல.4.3 மற்றும் 4.4 இல் குறிப்பிடப்பட்டுள்ளவாறு முடிவுறுத்தல் கருத்திட்டத்திற்கு வரிச் சலுகைகளை வழங்குதல்.
- 8.5. முனையக் கருத்திட்டம் திட்டம் உள்ளடங்கலாக முன்மொழிவு மற்றும் அதன் மீதான திருத்தங்களை செயல்படுத்துவதற்காக கட்டமைப்பு உடன்படிக்கை மற்றும் பங்கு விற்பனை மற்றும் கொள்வனவு உடன்படிக்கைகளில் குறிப்பிடப்பட்டுள்ள அனுமதிகள், உரிமங்கள் மற்றும் ஏனைய அங்கீகாரங்களை துரிதமான வழங்குவதற்காக வசதிகளை ஏற்படுத்திக் கொடுக்குமாறு சம்பந்தப்பட்ட அமைச்சர்கள், அமைச்சுக்கள் மற்றும் ஏனைய நிறுவனங்களுக்கு அறிவுறுத்தல்களை வழங்குதல்.

ஒப்பம்/-

பசில் ராஜபசஷ பா.உ

நிதி அமைச்சர்