

**MINISTRY OF DEVELOPMENT STRATEGIES AND
INTERNATIONAL TRADE**

Request for Proposal (RFP)

For

**Investing, Constructing and Managing of Seawater Desalination
Plant at Hambantota, Sri Lanka**

October -2017

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MINISTRY OF DEVELOPMENT STRATEGIES AND INTERNATIONAL TRADE

BOARD OF INVESTMENT OF SRI LANKA

Investing Constructing and Managing of Seawater Desalination Plant at Hambantota, Sri Lanka Request for Proposal (RFP)

1. **The Board of Investment of Sri Lanka(BOI)** hereby invites Proposals for Investing, Constructing and Managing of 20,000m³/day Seawater Desalination Plant in Hambantota, Sri Lanka from investors/developers who possess previous experience as required by the Request for Proposals (RFP) document.
2. Further information and inspection of RFP documents could be made at the following address:
 - (a) Contact Person : Actg. Executive Director (Technical Services),Board of Investment of Sri Lanka
 - (b) Telephone nos. : 0094-11-2433600, 0094-11-2427280 Fax: 0094 -11- 2441826
0094-11-2427285
 - (c) Address : Technical Services Department, BOI, Level 5, West Tower, World Trade Center, Echelon Square, Colombo 01
3. Interested parties could purchase RFP documents on a written request made on a business letter head from the address given in paragraph 2 above.
4. Proposals should be submitted on the forms available in the RFP document. RFP documents could be purchased from the address given in paragraph 2 above between 16.10.2017 and 11.12.2017 during normal working days of the week 0900 hrs up to 1500 hrs on a payment of non-refundable fee of Rupees 5000.00 plus VAT payable to the Shroff of Finance Department of BOI, Level 8, West Tower, World Trade Center, Colombo 01
5. Interested foreign Applicants could be accessed the Request for Proposal (RFP) document by accessing the web link, <http://www.investsrilanka.com/ads/ads>, which includes detailed terms and conditions on submission of application. The Applicants are expected to submit relevant details as per the RFP document in a comprehensive manner supported by all necessary supporting documents.
 - 5.1 Proposer who is accessing the web link shall submit duly completed hard copy of the proposal enclosed with payment of non refundable fee of US\$ 37.00 (Including VAT) or equivalent in cash as described section (4) above or Bank Draft in favor of Board of Investment of Sri Lanka.
6. Proposals shall be valid up to 11.03.2018
7. After evaluation of received RFP, selected and shortlisted proposer will be informed to submit a proposal security of Rupees One Million only (Rs. 1,000,000.00) later.

8. A pre proposal conference will be held at 1100 hrs on 30.10.2017 at Office of Mirijjawila Export Processing Zone, 100ft Road, Mirijjawila.
9. Sealed proposals may be delivered to the Actg. Executive Director (Technical Services), Board of Investment of Sri Lanka, Technical Services Department, Level 5, World Trade Center, Echelon Square, Colombo 01.
10. The deadline for submission of proposals shall be 1400 hrs on 12.12.2017. Proposals which are received on or before the deadline for submission of Proposals will be opened soon after the closing.
11. Proposers or their authorized representatives are requested to be present at the opening of proposals.

Chairman
Board of Investment of Sri Lanka

Section 2: Instructions to Proposers

Definitions

- a) “Contract” refers to the agreement that will be signed between the **Board of Investment of Sri Lanka (BOI)** and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “Country” refers to the country indicated in the Data Sheet.
- c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the Request for Proposal (RFP) process that are specific for the requirements of the RFP.
- d) “Day” refers to calendar day.
- e) “Government” refers to the Government of Democratic, Socialist Republic of Sri Lanka.
- f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the Preparation of their Proposals
- g) “Material Deviation” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of **BOI** and/or the obligations of the proposer; and (iii) adversely impacts the fairness and principles of the RFP process, such as those that compromise the competitive position of other proposers.
- h) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the Project described in this RFP.
- j) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by the **BOI** for purposes of selecting the best Proposer to invest, develop and operate the project described in the Terms of Reference.
- k) “Project” refers to the entire scope of tasks and deliverables requested by the **BOI** under the RFP.
- l) “Supplemental Information to the RFP” refers to a written communication issued by the **BOI** to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but fourteen (14) days prior to the deadline for submission of Proposals.
- m) “Terms of Reference” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives and scope of the project to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and tasks expected of the successful proposer.

GENERAL

1. The **BOI** hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers shall strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by the **BOI** in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by the **BOI**. The **BOI** is under no obligation to award a contract to any Proposer as a result of this RFP.
4. In responding to this RFP, the **BOI** requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they shall at all times hold **BOI**'s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified.

CONTENTS OF PROPOSAL

5. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 5.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 5.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 5.3 Technical Proposal;
- 5.4 Proposal Security, if applicable (if required and as stated in the **Data Sheet**, see prescribed Form in RFP Section 6 & 7);
- 5.5 Financial Proposal (see prescribed form in RFP Section 8);
- 5.6 Any attachments and/or appendices to the Proposal.

6. Clarification of Proposal

- 6.1 Proposers may request clarifications of any of the RFP documents no later than fourteen (14) days prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the **BOI** office address indicated in **the Data Sheet**. The **BOI** will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have purchased RFP documents and who are expected to purchase RFP documents in future.
- 6.2 The **BOI** shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of the **BOI** to extend the submission date of the Proposals, unless the **BOI** deems that such an extension is justified and necessary.

7. Amendment of Proposals

- 7.1 At any time prior to the deadline of Proposal submission, the **BOI** may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP document in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet**.
- 7.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, the **BOI** may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

PREPARATION OF PROPOSALS

8. Cost

The Proposer shall bear any and all costs related to the site visits, attending to meetings, preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. The **BOI** shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

The Proposal, as well as any and all related correspondence exchanged between the Proposer and the **BOI**, shall be written in the English language. Any printed literature furnished by the Proposer written in a language other than English language must be accompanied by a translation in the English language. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the English language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the successful Proposer and the **BOI**.

10. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

11. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

- 11.1 Expertise and Experience of Proposer– this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete and operate the Project as required by the RFP. The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

11.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified.

This section shall comprise also the following.

- (i) **Cover Letter and Proposal Summary Form:** this section must include a letter that briefly describes the proposed development project, identifies the benefits that the project will create for Sri Lanka and describes the proposer’s experience in similar development efforts. The letter must be signed by an authorize representative of the responding entity and be followed immediately by the Proposal Summary Form.
- (ii) **Contact information:** for all future communications-Include contact person’s name, title, organization, address, telephone number and e-mail address.
- (iii) Profile of the Proposer.
- (iv) Description of business activity proposed

(a) **Project Narrative:** this section must provide a detailed description of the project and the ways in which it satisfies the goals and objectives of this RFP, please include:

- A statement of the objectives of the project and the approach the proposer will take in implementing the project, including the project components, development program and design guidelines.
- A description of the Proposer’s understanding of the Project development of this nature and its patterns of use and how the proposed project will be consistent with the surrounding developments and the Sri Lanka’s economic goals and objectives. Describe how the project will benefit Sri Lanka and its society both now and into the future.
- A detailed description of the proposed project.
- A description of how the project fulfills the goals and objectives of this RFP, including design and environmental features.
- A description of intended users of the development and identification of proposed tenants or end-users, if known.

(b) **Plans and Drawings:** in this section, provide scaled drawings that illustrate the overall character and planning of the development.

Conceptual layout of the proposed project indicating the proposal for optimum utilization of land. The plan should indicate the dimensions of proposed buildings, activity & purpose of each building, justification for the extent of land requested, etc.

(c) **Development timing:** Proposer must include a written narrative and a graphic timeline showing all major milestones of project development until final completion.

This should include the due diligence, planning, designing, permitting, and construction period.

Qualifications: Describe qualifications and capabilities to design, develop, build, operate and manage a complex project, associated operations including supporting documentation.

Project Experience: Details of three (03) past relevant projects of similar magnitude:

(v) **Market strategy and financial plan/Business Plan.**

Should address as a minimum, the following items:

- (a) Philosophy-Overall viewpoint for operating a Property Development Project.
- (b) Objectives and Goals-The goals and objectives to be achieved over the term of the lease.
- (c) Organizational Structure-The structure and hierarchy of the organization.
- (d) Communications and Public Relations- Explanation of the process that will be put in place to ensure continued positive relations with customers, authorities and the society.
- (e) Budget-Estimated project budget/Investment

Evidence of proposer's financial ability. Provide Audited Financial Statements for the past three (03) years.

Copies of any financial rating reports or other documents indicating the financial condition of the proposer.

(vi) Economic Impact

The Proposer must provide a discussion of the economic impact of the proposed project including fiscal impacts, construction and permanent employment and potential economic impact on Sri Lanka. The Proposer must provide an estimate of any new or retained permanent jobs that will be generated by the project with income ranges and include an analysis in support of these claims. An estimate of the number of temporary construction jobs expected to be generated by the project must also be provided.

(vii) Measures proposed to control environmental aspects and the proposals to develop and operate the project as an eco-friendly project.

(viii) Financial

Outline the proposed financial investment including a description of the long-term financial viability and sustainability. Details of the ability to finance or to secure financing to support the business Plan. A justification of any external financial assistance to be obtained to fund the project.

Prior to signing the contract, the **BOI** shall require written evidence that the proposer has procured a firm and irrevocable commitment that all the necessary funds to develop the property as proposed herein have been secured. If development does not begin within an agreed-upon time frame, the **BOI** will have the option to acquire the property with no compensation payable to the successful proposer.

- (ix) **Operational Plan:** The Operational Plan should address at a minimum, the following items:
 - (a) Use-provide a full description of the property usage' include design/conceptual drawings, diagrams, illustrations and related technical documents.
 - (b) Services/Facilities-Outline the proposed services/facilities to be provided, how they will be provided and when.
 - (c) Equipment-Include a list of intended equipment that will be on site and how it is proposed that the equipment will be provided and maintained.
 - (d) Staffing-Outline staffing requirements to support the services offered.
 - (e) Innovations-Provide details on any innovations to be implemented in the operations, include design/conceptual drawings, diagrams, illustrations and related technical documents to support the explanations.
 - (f) Alignment-Outline how the proposed use aligns with the Country's Infrastructure Development Plan, and the Country's Economic & Tourism strategies.
- (x) **References:** any special references highlighting capabilities of the organization.
- (xi) Any **additional information** for a better understanding of the proposal.
- (xii) The **Proposers warrant** that:
 - (a) All information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
 - (b) None of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights;
 - (c) It has not withheld any information potentially relevant to **BOI** consideration of its response, including any actual or potential controversies, disputes or claims involving the respondent.

11.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

11.4 Where the **Data Sheet** requires the submission of the Proposal Security for selected and shortlisted proposer will be informed by the **BOI** after evaluation of the Technical Proposal. The Proposal Security may be forfeited by the **BOI**, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet**, or;
- b) If the Proposal Security amount is found to be less than what is required by the **BOI** as indicated in the **Data Sheet**, or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract Agreement after the **BOI** has accepted the proposal of the Successful Proposer;
 - ii. to furnish Performance Security, insurances, or other documents that the **BOI** may require as a condition to rendering the affectivity of the contract agreement that may be executed with the successful Proposer.

12. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the lease of the land.

Financial Proposal shall indicate the rates offered by investor for the lease of land. Land will be leased on long term lease basis, up to 50 years on an upfront one-time payment (Lease Premium) plus an annual ground rental payable throughout lease period.

- (i) One-time payment of lease premium offered for a 50 year lease of the land in United States Dollars (US\$) per acre basis (this payment has to be made at the time of signing agreement).
- (ii) Annual Ground Rental offered for the land in United States Dollars (US\$) per acre basis (to be paid annually commencing from the date of signing of agreement).
- (iii) Period of lease requested (subject to a maximum of 50 years).

Payments referred in (i) and (ii) above shall be made by the successful Proposer to the **BOI**.

13. Currencies

All prices shall be quoted in the currency indicated in Clause 12 above and the payments have to be made to **BOI** in Sri Lankan Rupees.

14. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified proposer, using the forms provided under Section 5, Proposer Information Forms. Documentary evidence required to be submitted with regard to Eligibility and Qualification of Proposers have been given in items 8 and 9 of Data Sheet.

15. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if their proposal is accepted, the contract agreement shall be entered into, by and between the **BOI** and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to the **BOI**, the lead entity identified to represent the joint venture shall not be altered within a period of 5 years from the date of signing of the agreement between **BOI** and the successful Proposer. For any alternation after the said period shall receive prior approval of the **BOI**. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; or
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by the **BOI**.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the Project defined in the RFP.

If a joint venture's Proposal is determined by the **BOI** as the most responsive Proposal the **BOI** shall issue the Letter of Acceptance of the Proposal to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

16. Alternative Proposals

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered.

17. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet**, commencing on the submission deadline date indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, the **BOI** may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

18. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be issued to all Proposers, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an Addendum to the RFP.

19. Submission and opening of Proposals

19.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope **MUST** clearly indicate the name of the Proposer. The outer envelopes shall bear the address of the **BOI** as specified in the **Data Sheet** and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening" as specified in the **Data Sheet**. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

19.2 Proposers must submit their Proposals in the manner specified in sub-clause 19.3. When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with deadline for submission. The **BOI** shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the address of **BOI** indicated in the Data Sheet.

19.3 Proposers submitting Proposals by mail or by hand shall enclose the original Technical and Financial Proposals, in separate sealed envelopes, duly marking each of the envelopes as "Technical Proposal" and "Financial Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet**. In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

19.4 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested in this RFP document, or lack clarity in the description of the project, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by the **BOI**.

20. Deadline for Submission of Proposals and Late Proposals

Proposals must be received at the address indicated in Data Sheet and no later than the date and time specified in the **Data Sheet**.

Any Proposal that arrives after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 19.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by the **BOI** prior to the deadline for submission and submitted in accordance with RFP Clause 19.1. The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

21.2 Proposals requested to be withdrawn shall be returned unopened to the Proposers, prior to the deadline for submission of Proposals.

21.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

22. Proposal Opening

The **BOI** will open the Proposals in the presence of a committee appointed by itself. Thereafter the Technical Proposals will be opened first.

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other details as the **BOI** may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

The Financial Proposals of the Proposers who receive technical score above the minimum specified in the Data Sheet, shall be opened at a meeting of the said committee in the presence of Proposers or their representatives who had received marks above the minimum technical score specified in the Data Sheet. Financial Proposals of Proposers who fail to receive marks over and above the minimum technical score for Technical Proposals as specified in Data Sheet will be returned unopened to respective Proposers after the selection of the successful proposer is finalized.

23. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after the agreement is signed.

Any effort by a Proposer to influence the **BOI**, in the examination, evaluation and comparison of the Proposals or decisions with regard to acceptance of a Proposal may result in the rejection of its Proposal.

EVALUATION OF PROPOSALS

24. Preliminary Examination of Proposals

The **BOI** shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. The **BOI** may reject any Proposal at this stage.

25. Evaluation of Technical Proposals

- 25.1 The **BOI** shall examine the Proposals to confirm that all terms and conditions under the General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 25.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet**. No changes may be made by the **BOI** in the criteria, sub-criteria and point system indicated in the **Data Sheet** after the deadline for submission of Proposals.
- 25.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened after the selection of the successful proposer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet**.

25.4 The **BOI** reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet**, may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have previous experience with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing previously completed projects;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;

26. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the **BOI** may, at its discretion, ask any Proposer for a clarification of its Proposal.

A request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted at this stage.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by the **BOI**, shall not be considered during the review and evaluation of the Proposals.

27. Responsiveness of Proposal

Determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

SIGNING OF AGREEMENT

28. Acceptance of a Proposal

Prior to expiration of the period of proposal validity, the **BOI** shall issue the Letter of Approval to the selected Proposer.

29. Signing of Agreement

Within thirty (30) days from the date of receipt of the Letter of Approval, the successful Proposer shall sign and date the agreement with the **BOI**. The said agreement shall comprise terms and conditions applicable and to be effective during the lease period of the land.

30. Performance Security

A performance security, if requested by the **BOI**, shall be provided in the form provided in Section 9 for the amount and by the deadline indicated in the **Data Sheet**, as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by the **BOI**, shall be a condition for the affectivity of the agreement to be signed between the successful Proposer and the **BOI**.

The performance security shall be valid until a date 28 Days beyond the Intended Completion date during Construction period.

Issued by an Agency acceptable to BOI using Form for Performance Security (Unconditional guarantee included in Section 9, Standard Form.

Section 2: Instructions to Proposers (Cont.)

DATA SHEET

The following data shall complement, supplement, or amend the provisions in the Instructions to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions/Requirements
1		Project Title:	Investing Constructing and Managing of Seawater Desalination Plant at Hambantota, Sri Lanka
2	5.5	Acceptable forms of Proposal Security	issued by an Agency acceptable to Employer using the proposal security included in Section 8 Standard Form
3	5.5 11.4	Proposal Security	Amount of Proposal Security required is Rs. 1,000,000.00. Issued by an Agency acceptable to BOI using the form for proposal security (unconditional guarantee) included in Section 6, Standard Form
4	5.5 11.4	Validity of Proposal Security	11.03.2018
5	6.1	Deadline for submitting requests for clarifications/questions	14 day prior to 12.12.2017
6	6.1	Contact Details for submitting clarifications/questions	Focal Person : Actg. Executive Director (Technical Services) Address: Board of Investment of Sri Lanka Technical Services Department Level 5, West Tower, Echelon Square Colombo 01
7	7.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication by facsimile and registered post
8	11.2	Technical Proposal Format and Content	Sub-paragraphs (i) to (xiii) deleted and replaced with sub-paragraphs (i) to (xiii) given in Attachment 2.1
9	14	Other documents that may be Submitted to Establish Eligibility	[As deemed necessary by the proposer for an objective Evaluation]
		2.14	

10	14	Required Documents that must be submitted to Establish Eligibility and Qualification of Proposers (In "Certified True Copy" form only)	<p>(i) Company Profile</p> <p>(ii) Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if proposer is not a corporation</p> <p>(iii) List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if proposer is not a corporation</p> <p>(iv) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if proposer is not a corporation</p> <p>(v) Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3years</p> <p>(vi) All information regarding any past and current litigation during the last five (5) years, in which the proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
11	17	Period of Proposal Validity commencing on the submission date	91 days
12	17 20	Proposal validity period and Deadline of Submission	1400 hrs on 12.12.2017 Validity period : 09.04.2018
13	18	A pre-proposal conference will be held on:	<p>Date and Time: 1100 hrs on 30.10.2017</p> <p>Venue: Mirijjawila Export Processing Zone , 100ft Road, Mirijjawila</p> <p>The focal point for the arrangement at the BOI is: Mr. P Ranathunga, Actg. Senior Deputy Director(MJEPZ), Mirijjawila Export Processing Zone 100 ft Road, Mirijjawila.</p> <p>Telephone: 0094 -47 - 2258800</p>
14	19.1 19.2 20	Proposal Submission Address	Actg. Executive Director (Technical Services) Board of Investment of Sri Lanka Technical Services Department Level 5, West Tower, Echelon Square, Colombo 01

15	19.3	No. of copies of Proposal that must be submitted	Original : One (01) Copies : Ten (10)
16	19.2 22	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
17	22	Date, time and venue for opening of Proposals	Date and Time : 1400 hrs on 12.12.2017 Venue: Conference Room, Technical Services Department, Board of Investment of Sri Lanka Colombo 01
18	25.2 25.3 28	Evaluation method to be used in selecting the most responsive Proposals	<p>Technical Proposals receiving more than a Technical Score of 70 will qualify for opening of Financial Proposals and thereafter for evaluation of Financial Proposals. The Financial Proposal which offers the highest lease value for the lease period requested subject to a maximum lease period of 50 years will be given the first preference and invited by the BOI for negotiations.</p> <p>The negotiations will comprise also the terms and conditions to be included in the contract agreement. In additions any modifications and improvements proposed by the BOI will be negotiated at this stage.</p> <p>If the negotiations with the highest Proposer fails, the proposer who has offered the next highest overall lease amount will be invited for negotiations provided the second highest Proposer agrees to accept the highest lease value.</p> <p>The BOI will accept the proposal of the proposer with whom the negotiations are successful.</p>
19	25.2 28	Criteria for the Acceptance of a Proposal and Evaluation of Proposals	Refer Attachment 2.2
20	25.4	Post-Qualification Actions	<p>Verification of accuracy, correctness and authenticity of the information provided by the proposer on the legal, technical and financial documents submitted;</p> <p>Validation of extent of compliance to the Instructions to Proposers requirements and evaluation criteria based on what has so far been found by the evaluation team;</p>

			<p>Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous Projects completed;</p> <p>Physical inspection of the Proposer’s projects, office, branch offices or other places where business transpires, with or without notice to the proposer.</p>
21	29	Signing of Agreement	<p>Add following paragraph to clause 29.</p> <p>“Payments listed under clause 6.0 and 7(i) of the Terms of Reference together with the Annual Ground Rent applicable for the first year of lease shall be paid to the BOI at the time of signing of agreement.</p>

SECTION 3 : TERMS OF REFERNCES

Section 3: Terms of Reference

1.0 BACKGROUND

1.1 General

A Request for Proposal for a seawater desalination plant, as Bulk Water Supply Project at Hambantota, Sri Lanka & will be a Public – Private Partnership (PPP) on a design, build, finance, operate and transfer model.

Capacity of the proposed desalination plant will be 20,000 m³/day to supply of water to potential investors in Hambantota area.

2.0 OBJECTIVE

The BOI has decided to invite proposals on International Competitive Bidding (ICB) basis from interested parties to select an Investor/Developer

- (a) to invest on the construction of seawater desalination plant
- (b) to manage and operate the plant.
- (c) Water distribution to industries operating in Hambantota area

The land area comprising the Mirijjawila Export Processing Zone has been declared as a Licensed Zone under the provisions of the BOI Act No 4 of 1978. As such, the BOI is responsible to obtaining approvals from other organization such as Central Environmental Authority, Department of Coast Conservation and Coastal Resource Management, Road Development Authority etc., as relevant for the said project.

3.0 Land

3.1 Desalination Plant

The total extent of land is 6.4 Acres approximately in Mirijjawila Export Processing Zone. The land presently owned by the BOI.

It is located in Mirijjawila in the Hambantota Divisional Secretariat Division in Hambantota District, Sri Lanka. The location is about 2 Km away from the sea.

Mirijjawila Export Processing Zone is located in close proximity to the Hambantota Magampura Sea Port and the Mattala Rajapaksa International Airport, it will attract more investment to the southern region of the country.

The location of the land has been given in Map 01 & Map 02

3.2 Intake and sea outfall

Location of the seawater Intake is tentatively identified at Industrial area of Port Authority , Hambantota Magampura Sea Port. The distribution line from the Intake to desalination plant will be around 2km.

4.0 Access to the Land via the Road Network

The access to the site from Colombo – Mirijjawila road via Matara town.(228km approximately), 3 hours drive through southern highway.

In addition ,to avoid traffic congestion in Galle Road, Alternative route from the end point of Kottawa – Matara expressway to Mirijjawila Export Processing Zone.

5.0 Supply of Electricity

At present, the Ceylon Electricity Board (CEB) is providing electricity to this land from the national grid and the CEB has confirmed that they can provide up to 5MVA capacity of electricity. Any further increase in capacity has to be arranged through discussion on a phased out manner.

6.0 Coastal /Marine conservation

The Department of Coast Conservation and Coastal Resource Management (CC&CRM) and The Marine Environment Protection Authority (MEPA) have confirmed that specific coastal/marine conservation measures in Sri Lanka, and maintained regulation of development set back standards.

7.0 Scope of work of the Investor/Developer

Concept of the project is Government Leasing the whole land to a Developer, where the developer is expected to Construction and operation & maintenance and take the responsibility of all distribution system and all associated permanent ,temporary works to be provide a fully functional environmentally compliant with reliable facilities over the entire O & M period of 50 years.

7.1 Guidelines of the evaluation criteria for selection of the proposal.

- (i) Provisions keep an initiative taken to have maximum green cover within the project area (This is to adhere with climate change adaptation policy requirement).
- (ii) Alternative energy generation and use by the project.
- (iii) Management of waste generated by desalination plant. .
- (iv) When approval of the relevant Authorities, Proposal for supply chain management to share the project benefits by other industries and the local community may consider.

7.2 Responsibility of the Investor/Developer during the Operational period

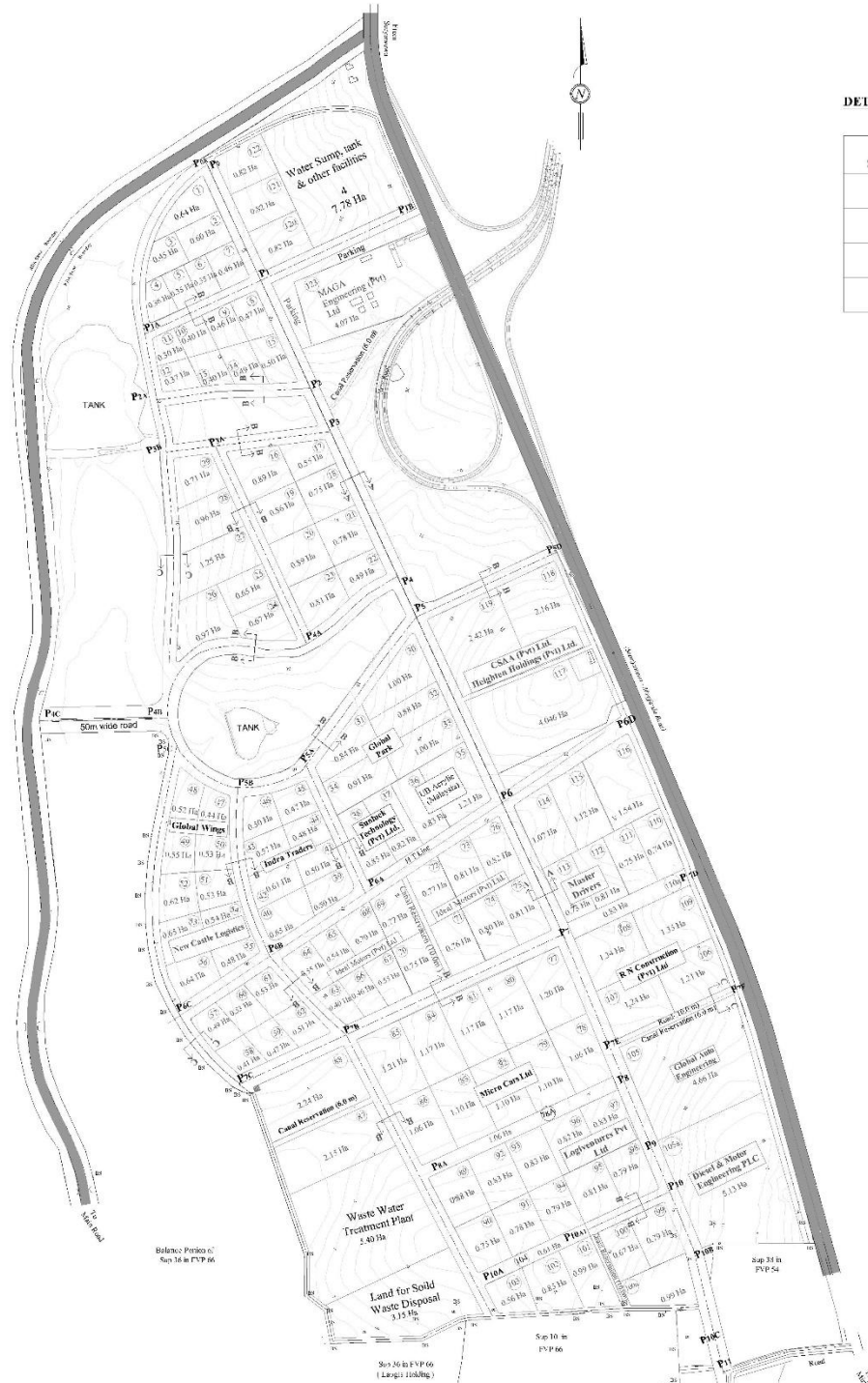
- (i) Shall be maintained water quality standard attached in Attachment 2.3
- (ii) make and provide all safety measures in compliance with relevant and acceptable standards during and after construction as the case may be.
- (iii) Provide security at required locations.
- (iv) Make all payment to relevant authorities for power supply, road reinstatement etc

LAY OUT PLAN OF MIRIJAWILA EXPORT PROCESSING ZONE

MAP 01

DETAILS OF ROAD

ROAD SECTIONS	ROAD WIDTH
A - A	33.0 m
B - B	26.5 m
C - C	26.5 m
D - D	10.0 m



SCALE 1 : 8000

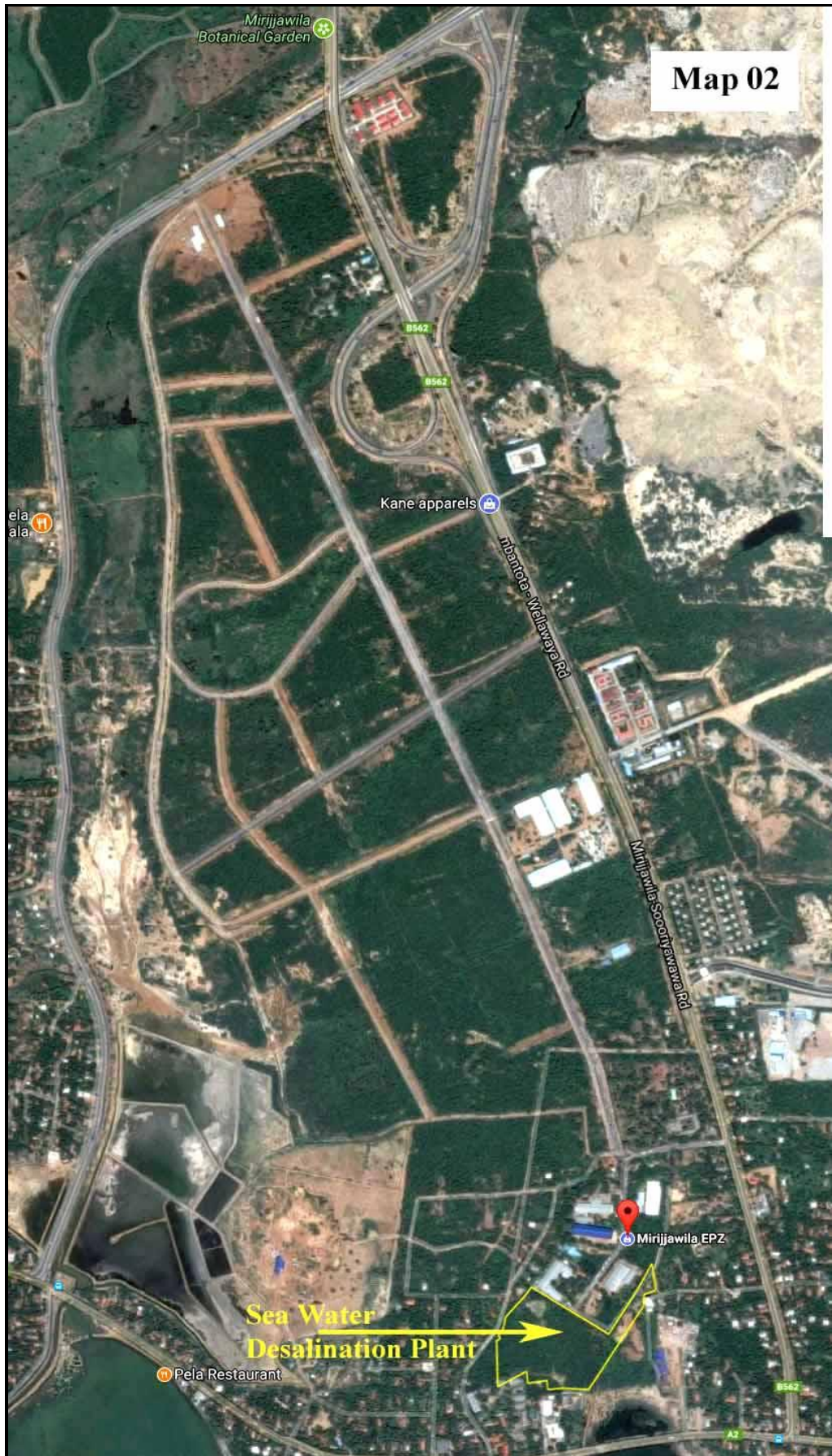
Total land area - 228.88 Ha /565.56 Acres
 Total Industrial area - 127.35Ha / 314.68 Acres

DRAWING No : BOI/MIP/LAYOUT/2012/R2

DATE : 2014.04.07
 Updated On : 2017.09.18



**PROPOSED LAND FOR
 DESALINATION PLANT**



Section 4: Proposal Submission Form

[insert: Location]

[insert: Date]

To:

[insert: Name and Address of **BOI** focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to undertake to **Investing Constructing and Managing of Seawater Desalination Plant at Hambantota** in Sri Lanka in accordance with your Request for Proposal dated [.....] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under separate envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP to **Investing Constructing and Managing of Seawater Desalination Plant at Hambantota** in Sri Lanka.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the implementation of the project commencing not later than days from the date of signing agreement with the **BOI**.

We fully understand and recognize that **BOI** is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that **BOI** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Contact Details:

Section 5:(i) Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name [insert Proposer's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Countries of Operation	4. No. of staff in each Country	5. Years of Operation in each Country
6. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]		
7. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
8. Latest Credit Rating (if any)		
9. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
10. Proposer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
11. Attached are copies of original documents of: All eligibility document requirements listed in the Data Sheet If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered		

(ii) Joint Venture Partner Information Form (if Registered)

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name: [insert Proposer's legal name]		
2. JV's Party legal name: [insert JV's Party legal name]		
3. JV's Party Country of Registration: [insert JV's Party country of registration]		
4. Countries of Operation	5. No. of staff in each Country	6. Years of Operation in each Country
7. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]		
8. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
9. Latest Credit Rating (if any)		
10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
11. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]		
12. Attached are copies of original documents of: [check the box(es) of the attached original documents] <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above		

SECTION 6

FORM OF SECURITY FOR THE PROPOSAL

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]
..... [insert issuing agency's name, and address of issuing branch or office]
.....

Beneficiary : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon Square,
Colombo 01.

Date (insert by issuing agency) date

GUARANTEE NO [Insert (by issuing agency) number]

We have been informed that [insert (by issuing agency) name of the Prospective Developer]; if a joint venture, list complete legal names of partners] (hereinafter called "the Prospective Developer") has submitted to you its Proposal dated [insert (by issuing agency) date] (hereinafter called "the Proposal" Under Invitation of proposals.

Furthermore, we understand that, accordingly to your conditions, proposals must be supported by a Security for the Proposal.

At the request of the Prospective Developer, we [insert name of issuing agency] hereby irrevocable undertake to pay any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amounts in words] upon receipt by us of your demand in writing accompanied by a written statement stating that the Prospective Developer is in breach of its obligation (s) under the conditions, because the Prospective Developer.

- (a) has withdrawn its Proposal during the period of validity specified; or
- (b) having been notified of the acceptance of its proposal by the Board of Investment of Sri Lanka during the period of validity of proposals fails or refuses to execute the Agreement, if required, in accordance with the conditions for submission of proposal.

This Guarantee shall expire: (a) if the Prospective Developer is the successful Developer upon or receipt of copies of the Contract signed the Developer or (b) if the Prospective Developer is not the successful Developer, upon the earlier of (i) our receipt of a copy of your notification to the Prospective Developer that he was unsuccessful, otherwise it will remain in force up to (insert date).

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

[Signature (s) of authorized representative (s)]

SECTION 7

FORM OF PERFORMANCE SECURITY

(Unconditional)

(Issuing agency’s name, and address of issuing Branch or Office

Beneficiary : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon Square, Colombo 01

Date :.....

PERFORMANCE GUARANTEE NO:.....

We have been informed that.....(name of Contractor) (hereinafter called “the Contractor”) has entered into Contract No.....(reference number of the Contract) dated.....with you, for the construction of.....(name of contract and brief description of Works) (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we.....[(name of agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....(amount in figures).....(amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without you needing to prove to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than the.....day of.....,2017 (insert date, 28 days beyond the Intended Completion Date) and any demand for payment under it must be received by us at this office on or before that date.

.....
(Signature/s)

SECTION 8

FIN - 1 : Historical Financial Performance

FIN - 2 : Average Annual Turnover

FIN - 3 : Availability

Form FIN – 1: Historical Financial Performance

Each Proposer must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner:

Financial Data for Previous Five (3 Years (US\$ Equivalent))		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA-TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA-CL					

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner’s FIN-3
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Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits after Taxes					

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Proposer and not the Proposer’s parent companies, subsidiaries or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN-2: Average Annual Turnover

Each Proposer must fill out this form.

The information supplied should be the Annual Turnover of the Proposer or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner:

Annual Turnover Data for the last three (3) years			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Turnover			

Form FIN-3: Availability of Financial Resources

Proposers must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Proposer's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner:

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN-1)	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

a To be substantiated by a letter from the bank issuing the line of credit.

SECTION 9

Attachment 2.1 - TECHNICAL PROPOSAL FORMAT AND CONTENT

Attachment 2.2- EVALUATION CRITERIA

Attachment 2.3 – DRINKING WATER STANDARD

Attachment 2.1

TECHNICAL PROPOSAL FORMAT AND CONTENT

- (i) **Cover Letter and Proposal Summary Form:** This section must include a letter that briefly describes the proposal, identifies the benefits that the project will create and describes the proposer's experience in similar development efforts. The letter must be signed by an authorize representative of the responding entity and be followed immediately by the Proposal Summary Form.
- (ii) **Contact information:** for all future communications-Include contact person's name, title, organization, address, telephone number and e-mail address.
- (iii) Profile of the Proposer.
- (iv) Description of business activity proposed

(a) **Proposal Narrative:** this section must provide a detailed description of the proposal and the ways in which it satisfies the goals and objectives of this RFP, please include:

- A statement of the objectives of the project and the approach the proposer will take in implementing the project, including the project components, development program and design guidelines.
- A detailed description of the proposed project.
- A description of how the project fulfills the goals and objectives of this RFP, including design and environmental features.
- A description of intended users of the development and identification of proposed tenants or end-users, if known.

(b) **Plans and Drawings:** in this section, provide scaled drawings that illustrate the overall character and planning of the development.

Conceptual layout of the proposed project indicating the proposal for optimum utilization of land. The plan should indicate the dimensions of proposed buildings, activity & purpose of each building, justification for the extent of land requested, etc.

(c) **Development timing:** Proposer must include a written narrative and a graphic timeline showing all major milestones of project development until final completion.

This should include the due diligence, planning, designing, permitting, and construction period.

Qualifications: Describe qualifications and capabilities to design, develop, build, operate and manage a complex project, associated operations including supporting documentation.

Attachment 2.1 (Continuation sheet 1)

Project Experience: Details of three (03) past relevant projects of similar magnitude:

(v) **Market strategy and financial plan/Business Plan.**

Should address as a minimum, the following items:

- (a) Philosophy-Overall viewpoint for operating a Property Development Project.
- (b) Objectives and Goals-The goals and objectives to be achieved over the term of the lease.
- (c) Organizational Structure-The structure and hierarchy of the organization.
- (d) Communications and Public Relations- Explanation of the process that will be put in place to ensure continued positive relations with customers, authorities and the society.
- (e) Budget-Estimated project budget/Investment

Evidence of proposer's financial ability. Provide Audited Financial Statements for the past three (03) years.

(vi) **Economic Impact**

The Proposer must provide a discussion of the economic impact of the proposed project including fiscal impacts, construction and permanent employment and potential economic impact.

(vii) **Measures proposed to control environmental aspects and the proposals to develop and operate the project as an eco-friendly project.**

(viii) **Financial**

Outline the proposed financial investment including a description of the long-term financial viability and sustainability. Details of the ability to finance or to secure financing to support the business Plan. A justification of any external financial assistance to be obtained to fund the project.

Prior to signing the contract, the **BOI** shall require written evidence that the proposer has procured a firm and irrevocable commitment that all the necessary funds to develop the property as proposed herein have been secured. If development does not begin within an agreed-upon time frame, the **BOI** will have the option to acquire the property with no compensation payable to the successful proposer.

Attachment 2.1 (Continuation sheet 2)

- (ix) **Operational Plan:** The Operational Plan should address at a minimum, the following items:
 - (a) Use-provide a full description of the property usage' include design/conceptual drawings, diagrams, illustrations and related technical documents.
 - (b) Services/Facilities-Outline the proposed services/facilities to be provided, how they will be provided and when.
 - (c) Staffing-Outline staffing requirements to support the services offered.
 - (d) Innovations-Provide details on any innovations to be implemented in the operations, include design/conceptual drawings, diagrams, illustrations and related technical documents to support the explanations.
- (x) **References:** any special references highlighting capabilities of the organization.
- (xi) Any **additional information** for a better understanding of the proposal.
- (xii) The **Proposers warrant** that:
 - (d) All information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
 - (e) None of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights;
 - (f) It has not withheld any information potentially relevant to **BOI** consideration of its response, including any actual or potential controversies, disputes or claims involving the respondent.

Attachment 2.2

Evaluation Criteria

	Technical Proposal Evaluation	Points obtainable (maximum)	Minimum Points
1.	Specific Experience of the Proposer in similar projects. Proposer will receive marks for completion of at least one project with an investment of US\$ 1.0 million during the last 10 years.	30	10
2.	Adequacy of the proposed methodology and work plan in responding to TOR (i) Approach for implementation of the project (a) Understanding of the project (b) Components of the project (c) Conceptual layout of the lands (d) Optimum utilization of the lands (e) Development timing (f) Qualifications of the investor/developer to design, develop, build, operate & manage the project (g) Proposals to develop and operate as an eco-friendly project (h) Operational plan (ii) Measures proposed to control environmental aspects	70 5 5 5 10 5 15 10 10 5	60
	Total	100	70

DRINKING WATER STANDARD - First Revision
(Sri Lanka Standards for potable water – SLS 614: 2013)

PARAMETER	Requirement
A. Physical-Organoleptic requirements	
Colour, Hazen Units, (max.)	15
Odour	Unobjectionable
Taste	Unobjectionable
Turbidity, (NTU) (Nephelometric Turbidity Units), (max.)	2
pH at 25 ⁰ C ± 2 ⁰ C	6.5 to 8.5
B. Chemical requirements	
Aluminium (as Al) (mg/l)	0.2
Ammonia;	
Free ammonia (as NH ₃) (mg/l)	0.06
Albuminoid ammonia (mg/l)	0.15
Anionic detergents (as MBAS (Methylene Blue Active Substances)) (mg/l)	0.2
Calcium (as Ca) (mg/l)	100
Chloride (as Cl ⁻) (mg/l)	250
Chemical Oxygen Demand (COD) (mg/l)	10
Copper (as Cu) (mg/l)	1.0
Fluoride (as F ⁻) (mg/l)	1.0
Free residual Chlorine (mg/l)	1
Iron (as Fe) (mg/l)*	0.3
Manganese (as Mn) (mg/l)*	0.1
Magnesium (as Mg) (mg/l) **	30
Nitrate (as NO ₃ ⁻) (mg/l)	50
Nitrite (as NO ₂ ⁻) (mg/l)	3
Nickel (as Ni) (mg/l)	0.02
Oil and grease (mg/l)	0.2
Phenolic compounds (as C ₆ H ₅ OH) (mg/l)	0.001
Sodium (as Na) (mg/l)	200
Sulphate (as SO ₄ ²⁻) (mg/l) **	250
9.5	

Total alkalinity (as CaCO ₃) (mg/l)	200
Total dissolved solids (mg/l), (max.)	500
Total hardness (as CaCO ₃) (mg/l)	250
Total Phosphates (as PO ₄ ³⁻) (mg/l)	2.0
Zinc (as Zn) (mg/l)	3.0
Arsenic (as As) (mg/l)	0.01
Cadmium (as Cd) (mg/l)	0.003
Chromium (as Cr) (mg/l)	0.05
Cyanide (as CN ⁻) (mg/l)	0.05
Lead (as Pb) (mg/l)	0.01
Mercury (as Hg) (mg/l)	0.001
Selenium (as Se) (mg/l)	0.01
C. Bacteriological requirements	
(a) Treatment works and piped distribution system	
(b)	
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
Total Coliforms / 100 ml	(i) Shall not exceed 3 in any 100ml sample (ii) Not detected in any two consecutive samples
(b) Large water supplies	
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
Total coliforms	(i) Shall not be present in 95% of samples in a year and (ii) In remaining 5% samples, shall not exceed 10/100ml
(c) Individual or small community supplies (include wells, bore holes and springs)	
(d)	
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
Total Coliforms / 100 ml	Shall not exceed 10

* - Total concentration of Manganese (as Mn) and Iron (as Fe) shall not exceed 0.3mg/l

** - Not more than 30 mg/l Magnesium (as Mg) if there is 250mg/l Sulphate. If there is less Sulphate, Magnesium upto 150 mg/l may be allowed.