

RFP NO -



**MINISTRY OF RURAL AND URBAN DEVELOPMENT,
HOUSING AND CONSTRUCTION**

REQUEST FOR PROPOSALS

FOR

**BUILD, OWN, OPERATE AND TRANSFER (BOOT) OF
METRO COLOMBO SOLID WASTE MANAGEMENT
SYSTEM USING THE FACILITIES AVAILABLE IN
KELANIYA (GAMPAHA DISTRICT) AND
ARUWAKKALU (PUTTALAM DISTRICT) WITH
MAXIMUM RESOURCE RECOVERY
FOR A PERIOD OF 25 YEARS AS A PUBLIC-PRIVATE
PARTNERSHIP (PPP)**

BY

**Chairman,
Cabinet Appointed Negotiating Committee (CANC)
Ministry of Rural and Urban Development, Housing and Construction**

12th Floor, Sethsiripaya Stage 11, Battaramulla

Receipt No :-

Issued to :-

Issued by :-

Date :-

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ABBREVIATIONS

BOOT	Build, Own, Operate and Transfer
BOI	Board of Investment
CANC	Cabinet Appointed Negotiating Committee
DAB	Dispute Adjudication Board
GOSL	Government of Sri Lanka
LOI	Letter of Invitation
MRUD H&C	Ministry of Rural and Urban Development, Housing and Construction
QCBS	Quality & Cost Based Selection
TOR	Terms of Reference
TEC	Technical Evaluation Committee
RFP	Request for Proposal
SLR/ LKR	Sri Lankan Rupees
PPP	Public-Private Partnership
MCSWMP	Metro Colombo Solid Waste Management Project
SPV	Special Purpose Vehicle
PE	Procuring Entity



BID Notice

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

**MINISTRY OF RURAL AND URBAN DEVELOPMENT, HOUSING
AND CONSTRUCTION**

**REQUEST FOR PROPOSALS (RFP)
FOR
BUILD, OWN, OPERATE AND TRANSFER (BOOT) OF METRO COLOMBO
SOLID WASTE MANAGEMENT SYSTEM USING THE FACILITIES
AVAILABLE IN KELANIYA (GAMPAHA DISTRICT) AND ARUWAKKALU
(PUTTALAM DISTRICT) WITH MAXIMUM RESOURCE RECOVERY
FOR A PERIOD OF 25 YEARS AS A PUBLIC-PRIVATE PARTNERSHIP (PPP)**

Section 1. Letter of Invitation

RFP NO:

Date:

Name of the Bidder in block letters :

.....

Address :

.....

Signature of the Authorized Person of the Bidder:

Telephone No.

Official Seal

Dear Ms/Mr.:

Request for Proposal for Build, Own, Operate and Transfer (BOOT) of Metro Colombo Solid Waste Management System using the facilities available in Kelaniya (Gampaha District) and Aruwakkalu (Puttalam District) with maximum Resource Recovery for a Period of 25 Years as a Public-Private Partnership (PPP)

- 1 The Cabinet Appointed Negotiating Committee (CANC) on behalf of the Ministry of Urban Development and Housing invites proposals to form a Public-Private Partnership for **Build, Own, Operate and Transfer (BOOT) of Metro Colombo Solid Waste Management System using the facilities available in Kelaniya (Gampaha District) and Aruwakkalu (Puttalam District) with maximum Resource Recovery**. The maximum capacity of the facility is 1200Mt/day. More details on the services are provided in the Terms of Reference attached. The revenue sources of this project need to be sufficient enough to cover the costs and there is no provision for gap financing by the Government.

- 2 If the selected applicant wishes to sign an agreement with the Board of Investment (BOI) under sec.17 of the BOI law, the selected bidder may be eligible for the benefits of (BOI) Sri Lanka depending on the value of the Investment.
- 3 The successful Bidder (Investor) will be selected under Quality & Cost Based Selection (QCBS) method and procedures described in this RFP.
- 4 This RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Bidders (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
- 5 Please inform us in writing at the address given below, upon receipt:
 - a. that you received this Letter of Invitation; and
 - b. Whether you will submit a proposal by an Organization or in Joint Venture.

Chairman,
Cabinet Appointed Negotiating Committee (CANC)
Ministry of Rural and Urban Development, Housing and Construction
12th Floors, Sethsiripaya Stage 11, Battaramulla.

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Section 2. Instructions to Bidders

- Definitions**
- a) “Client” means the procuring entity with whom the selected Bidder signs the Contract for the investment.
 - b) “Bidder” means any organization or Joint Venture that provides the investment and carryout the operation & maintenance of the project under the Contract.
 - c) “Contract” means the contract signed by the Parties (Selected Bidder and the Client) and all the attached documents listed in the Clause 1 of Form of Contract.
 - d) “Data Sheet” means such part of the Instructions to bidders used to reflect specific project conditions.
 - e) “Day” means calendar day.
 - f) “Foreign Personnel” means such professionals and supportive staff who at the time of being so provided had their domicile outside Sri Lanka.
 - g) “Local Personnel” means such professionals and supportive staff who at the time of being so provided had their domicile within Sri Lanka.
 - i) “Personnel” means professionals and supportive staff provided by the Bidder or by any assignee, assigned to perform the Services or any part thereof;
 - j) “Proposal” means the Technical Proposal and the Financial Proposal.
 - k) “RFP” means the Request For Proposal prepared by the Client for the selection of Bidders.
 - l) “Build” means new construction of infrastructure for Resource Recovery.
 - m) “Operation & maintenance” means the work to be performed by the Bidder pursuant to the Contract.
 - n) “Assignee” means any person or entity to whom the Bidder assigns any part of the services related to the contract.
 - o) “Waste” is defined as any material, substance or by product eliminated or discarded or as no longer required at a particular time and a particular place or form and therefore to be used either as a resource or to be treated and disposed of in an environmentally sound manner if it does not have a utility value.

- 1.0 Background**
- 1.1 The Ministry of Rural and Urban Development, Housing and Construction proposed to outsource the operation and maintenance rights of the Metro Colombo Solid Waste Management Facility at Kelaniya and Aruwakkalu preserving its original architectural feature/value whilst allowing Bidder to add modern technological features and amenities
- 1.2 The Facility is comprised of four components which the GoSL has already developed (APPENDIX D).
- (i) Transfer Stations at Kelaniya and Aruwakkalu,
 - (ii) Sanitary Landfill at Aruwakkalu,
 - (iii) Rail Track Extension and Connectivity Line,
 - (iv) Rail equipment, Machinery and other improvements .
- The bidder is required to operate & maintain all the above four components together with his necessary investment for the proposed technology, which is to be Design, Build, Finance, Operate and Maintain under BOOT (Build, Own, Operate and Transfer) modality for resource recovery.
- The objective of making Public Private Partnership is to operate and maintain facility as a profit making entity given that a new operational / business model is introduced with additional funding of the bidder for innovative operational add-ons such as waste processing facility. Further, there is a potential to turn the project in to profit center by introducing new models for operation and increase the landfill life span.
- 1.3 Based on the composition of the residual waste to be brought to the Aruwakkalu site, appropriate resource recovery strategies should be explored & implemented with sustainable financing mechanisms through Public Private Partnership (PPP). A tipping fee for disposing of waste by the respective local authorities/ waste supplier could be considered as a source of revenue. The operator must come up with an operational plan with all the finances, including maintenance cost. The operator must be able to generate products that covers the cost of the operation in addition to the cost of delivery.

- 1.4 The Financial proposal of the Bid is evaluated based on the highest Premium offered by the Bidder for resource recovery. The premium shall be independent from the tipping fee. The initial Tipping fee for the first 300Mt/day of Municipal Solid Waste shall be decided by the Government. Tipping Fee can be changed with the approval of SPV.
- 1.5 The gap financing by the Treasury is not provided and instead an appropriate business model should be implemented by the bidder to ensure the viability of the operations maintenance. When implementing the PPP model, the full operational and maintenance cost has to be borne by the selected bidder.
- 1.6 The selected bidder is expected to undertake the management rights of the property and operate the same as a Metro Colombo Solid Waste Management Facility fulfilling the requirements mentioned under the Terms of Reference (TOR).

2.0 Introduction

- 2.1 The Bidders are invited to submit a Technical Proposal and a Financial Proposal separately with their Joint Venture member (if any), for PPP required for the project named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 2.2 The Client will select a Bidder in accordance with the method of selection specified in Data Sheet.
- 2.3 Bidders should familiarize themselves with local conditions of the location where the project has to be carried out and take them into account in preparing their Proposals. To obtain first-hand information on the project and local conditions, Bidders should collect all the relevant data and information required to prepare a proposal at their own cost.

Bidders are encouraged to attend a pre-bid meeting, announce by the client. Attending the pre-bid meeting is optional but beneficial to the bidder.

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- 2.4 The Client will timely provide at no cost to the bidders the inputs and facilities specified in the APPENDIX D of the

		Data Sheet, assist the bidder in obtaining relevant project data and reports.
	2.5	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
	2.6	If the selected bidder wishes to sign an agreement with the BOI under sec.17 of the BOI law, the selected bidder will be eligible for the benefits of Board of Investment (BOI) Sri Lanka depending on the value of the Investment.
Formation of a SPV	2.7	The selected bidder shall establish an independent SPV, registered it as a new company in accordance with Company act No 07, 2007. The board of directors of the SPV shall consist of officers of the Government and the officers of selected bidder in order to execute and monitor the operation. The Board of directors of the SPV must include government officers representing the Line Ministry, Ministry of Justice , Public Administration, Home Affairs and Provincial Council, Local Government & Labour, the Ministry of Environment, Wild Life, Forest Resources, Irrigation, Plantation and Community Infrastructure Facilities, Sri Lanka Railways, Western Provincial Council and the Waste Management Authority (Western Province). A concession agreement shall be signed between government and the private party for the formation of the company.
Conflict of Interest	2.8	The Client does require the Bidders strictly to avoid conflicts with other projects or their own corporate interests.
	2.8.1	Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any circumstances.
Conflicting relationships	2.8.2	A Bidder (including its Personnel and Assignee) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the project, (ii) the selection process of the project, or (iii) supervision of the Contract, may not be awarded a Contract.

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	2.8.3	Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
	2.8.4	No agency or current employees of the Client shall work as Bidders Personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or Client confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Bidder as part of his technical proposal.
Only one Proposal	2.9	Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
Proposal Validity	2.10	<p>The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of core technical staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arises; however, the Client may request Bidders to extend the validity period of their proposals.</p> <p>Bidders who agree to such extension shall confirm that they maintain the availability of the core technical staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals.</p>
Fraud and Corruption	2.11	The officials of the client, participating in this bidder selection process should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:

- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of the client, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

3.0 Issue of RFP Documents

3.1 Interested Parties shall obtain the RFP document from the Metro Colombo Solid Waste Management Project, 5th Floor, Sethsiripaya Stage I, Battaramulla, upon a payment of non- refundable fee of Sri Lankan Rupees Twenty Five Thousand (LKR 25,000/-) or USD Eight Hundred Thirty Four (USD 834.00) inclusive of tax as the cost of documents.

3.1.1 RFP document will be issued from to on working days from 9.00 a.m. to 2.30 p.m. from the Metro Colombo Solid Waste Management Project, 5th Floor, Sethsiripaya Stage 1, Battaramulla.

4.0 Clarification and Amendment of RFP Documents

4.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing (e-mails are accepted), to the Client’s address indicated in the Data Sheet. The Client will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2

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- 4.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge the receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**5.0 Guidance
for
Preparation
of Proposal**

- 5.1 The Proposal (see para. 2.1), as well as all related correspondences exchanged by Bidders and the Client, shall be written in English Language.
- 5.2 Bidders shall fully acquaint themselves with the details and nature of the current operation and maintenance mechanism adequately.
- 5.3 An overview of the market opportunity, that the Bidders pursuing and his innovative approach to the Solid Waste Management Facility, should be submitted along with the proposal.
- 5.4 The operation of the existing facilities should be commenced within 90 days from the date of awarding the contract.
- 5.5 Financial feasibility with relevant indicators such as Net Present Value (NPV), Internal Rate of Return (IRR), Return on Investment (ROI), Government Pay Back Period etc. prepared by a qualified financial analyzer of the sector, should be submitted along with the proposal.
- 5.6 Arrangements for deployments of required Core-Technical Staff for operation and maintenance of the facility during the period, should be submitted along with the proposal.
- 5.7 Bidder shall provide a forecast of the profit and loss account and the cash flows for the first five years of operations together with the principal assumptions on which such forecast is based.

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- 5.8 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP.

Failure to submit the necessary information may result in rejection of the Proposal.

- 5.9 In preparing their Proposal, Bidders are expected to consult Sri Lanka Railways on the transportation of waste on rail track using container carrier wagons. The procurement entity will facilitate to have a separate pre bid meeting upon the request of bidders.
- Site Visit** 5.10 The Bidders are encouraged to visit and examine the sites, necessary railway facilities and the surrounding context for the project development and should obtain all information that may be necessary to prepare the proposal. The site visit will be arranged by the Metro Colombo Solid Waste Management Project and inform to bidders. All the bidders shall join the field visits on given dates at given place by the Project Director. For further information on field visits, you may contact Project Director. Tel: +94 11 2892292, +94 718714441 within at Sri Lankan time from 8.30am to 4.30pm from Monday to Friday. The bidders are required to arrange their own transport and other expenses.
- Technical Proposal Format and Content** 5.11 The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (e) using the attached Standard Forms (Section 3).
- (a) A brief description including the experience of the Bidder's Firm/organization, during the last five years should be submitted in the Form TECH-3 of Section 3. In case of joint venture, projects of similar nature done by each partner or together should be given separately as per the Form TECH-3 of Section 3. For each project, certified testimonials issued by the client should be submitted. The outline should indicate the duration of the project, contract amount, and Bidder's involvement. Information should be provided only for those project for which the Bidder was legally contracted by the client as a corporation or as one of the major firms within a joint venture.

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Projects completed by individual professional staff working privately or through other firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the professional staff

themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.

- (b) A description of the approach, methodology and work plan for performing the project covering the following areas: technical approach and methodology, work plan (Form TECH-5), staffing schedule (Form TECH-8) and organization chart. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-1 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-9 of Section 3) which will show in the form of time bound Gantt Chart for each activity.
- (c) The list of the proposed core technical staff and professional staff by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-6-Team Composition and Task Assignment of Section 3).
- (d) Estimates of the staff input (staff-months of foreign and local core staff) needed to carry out the project (Form TECH-8-Staffing Schedule of Section 3). The staff-months input should be indicated separately for foreign (if required) and local core staff.
- (e) CVs of the core staff shall be signed by the staff themselves (Form TECH-7 of Section 3).

5.12 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**Financial
Proposals**

5.13 The Financial Proposal shall be prepared using the attached Standard Forms as a separate sealed envelope (Section 4). It shall include bidder suggested annual pay back/ premium to the Government and detailed business proposal. The Bidders shall price the cost in Sri Lanka Rupees only.

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5.14 The estimated cost of the Project (Including resource recovery), payback period of the investment, Return on Investment, Internal rate of return (IRR)/ Net Present Value (NPV) over the project period shall produce by the bidder and the assessment of actual costs will have to be

made by the Bidders at their own expenses. (Bidders shall assume 6% and inflation 8% annual discount rate)

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|--|------|---|
| Taxes | 5.15 | The successful Bidder has to pay all relevant taxes and Insurance coverages in connection with this property. A foreign Bidder may be subject to local taxes on amounts payable by the Client under the Contract. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract. |
| 6.0 Submission, Receipt, and Opening of Proposals | 6.1 | The original Proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. |
| | 6.2 | An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". |
| | 6.4 | The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope which is not sealed and/or marked, as stipulated. This circumstance may cause for rejection of the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this shall constitute grounds for declaring the Proposal non-responsive. |
| | 6.5 | The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 4.2. RFP must be accompanied by: |
| | | ITB-10 |
| | a) | An unconditional, irrevocable and on demand bid guarantee valued Rs. 5 Million , issued in favor of Secretary, Ministry of Rural and Urban Development, Housing and Construction , encashable on first written demand, shall be enclosed with RFP. This bid guarantee |

shall be issued through the Bank operating in Sri Lanka registered in Central Bank of Sri Lanka, **valid untilth 2024** (284 days) from the date of closing of the bids (including 14 days given for the successful bidder to submit a performance bond from the date of Letter of Intent (LOI)).

Any proposal received by the Client after the deadline for submission shall be returned unopened.

**Proposal
Evaluation**

6.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

6.7 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact any member of the Evaluation Committee on any matter related to its Technical and/or Financial Proposal.

Any effort by Bidders to influence any member of the Evaluation Committee in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

6.8 Appointed Project Committee (PC) will evaluate each proposal according to the criteria listed below in TECH 2 of the section 2.

6.9 Preliminary Technical Proposal Examination will be conducted to ensure that proposal is completed as mandatory for detailed evaluation.

- a) Signature of the Bidder and company seal
- b) Available valid original bid bond in technical proposal
- c) Contains all mandatory documents
- d) Proposal is completed to the intended scope
- e) Proposal does not contain major deviations

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- f) Affidavit/Power of Attorney is enclosed for authorization of signature

	6.10	Proposals that are not complete will not be considered for evaluation. Chairman, CANC reserves the right to request additional information, interviews, or presentations from any Contractual Party.
Evaluation of Technical Proposals	6.11	The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the TECH 2 of the section 3. Each responsive Proposal will be given a Technical Score (TS). A Proposal shall be rejected if it fails to achieve the minimum Technical Score .
	6.12	Proposals will be ranked using the criteria given below as marked in TECH 2 of the section 3. Technical proposals shall provide the information outlined in the Technical Proposal Guideline, mentioned under TECH 2 of the section 3 .
Evaluation of Financial Proposals for QCBS	6.13	<p>Following the evaluation of technical Proposals as described under 6.11 above, quality-cost based selection (QCBS) method shall be applied. The Client will examine the Financial Proposal of the technically qualified Bidders.</p> <p>First, the Client will examine whether Financial Proposal is complete.</p> <p>Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm the availability of all core technical staff mentioned in the RFP. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.</p>
7.0 Negotiations	7.1	
Technical Negotiations	7.2	<p>Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization & staffing, and any</p> <p>ITB-12</p> <p>suggestions made by the Bidder to improve the Terms of Reference. The Client and the Bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be</p>

incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the facility. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder.

Availability of Core technical staff	7.3	Having selected the Bidder on the basis of, among other things, an evaluation of proposed core technical staff, the Client expects to negotiate the Bidder on the basis of the core technical staff named in the Proposal. Before contract negotiations, the Client will require assurances that the core technical staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that core technical staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.
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Financial Negotiations	7.4	For QCBS method, if requested by the Client, the Bidder shall provide the necessary information within the stipulated time by the Client.
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Conclusion of the Negotiations	7.5	<p>Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed Contract.</p> <p>If negotiations fail, the Client will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.</p>
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ITB-13

8.0	Award of Contract	8.1	After completing negotiations the Client shall award the Contract to the selected Bidder, and promptly notify all Bidders who have submitted proposals. After Contract
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signature, the Client shall return the submitted Financial Proposals to the technically unsuccessful Bidders.

8.2 The Client will notify the selected Bidder the date, time and venue for the signing of the agreement following the template given in Section 6.

8.3 The Bidder shall furnish an unconditional, irrevocable on demand performance guarantee for a value of not less than Rs. 18 Million (Eighteen) valid for a time period of three years in favor of Secretary to the Ministry of Rural and Urban Development, Housing and Construction , from a commercial bank registered in Central Bank of Sri Lanka.

8.4 The Bidder is expected to commence the operation of the facility on the date and at the location specified in the Data Sheet.

9.0 Confidentiality

9.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

ITB-14

DATA SHEET

[Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the Bidders].

Paragraph Reference	Description
1.1	Name of the Client: Ministry of Rural and Urban Development, Housing and Construction Method of selection: Quality and Cost Base Selection.
1.2	The project is: Selection of suitable Contractual Party Build, Own, Operate and Transfer (BOOT) of Metro Colombo Solid Waste Management System using the facilities available in Kelaniya (Gampaha District) and Aruwakkalu (Puttalam District) with maximum Resource Recovery.
1.3	A pre-proposal conference will be held: Yes/No [If yes, indicate date, time, and venue] Date : Time : Venue: The Client's representative is: Project Director, Metro Colombo Solid Waste Management Project , 5 th Floor, Sethsiripaya Stage I, Battaramulla. Telephone Number: 011-2852292, 011-2852294, Fax: 0112852290 Email: pmuswmp@gmail.com.
1.4	The Client will provide the following inputs and facilities: (APPENDIX D)
1.5	Proposals must remain valid until -----(Insert date ¹)
2.0	Clarifications may be requested not later than 14 days before the deadline of the submission of proposals. The address for requesting clarifications is: Project Director, Metro Colombo Solid Waste Management Project , 5 th Floor, Sethsiripaya Stage 1 Battaramulla. ¹ Facsimile: 0112852290 E-mail: pmuswmp@gmail.com .

¹ normally a period between 60 and 90 days from the closing date of proposals

3.0	Contractual Party must submit the original and ----- [Insert number] copies of the Technical Proposal, and the original of the Financial Proposal.
3.1	<p>The Proposal submission address is: Secretary, Ministry of Rural and Urban Development, Housing and Construction , 12th Floor, Sethsiripaya Stage 11, Battaramulla</p> <p>Proposals must be submitted no later than the following date and time: -----</p>
4.0	<p>Criteria and sub-criteria for the evaluation of Technical Proposals are:</p> <p>1. Concept, Design and Methodologies</p> <p>Concept</p> <ul style="list-style-type: none"> ✓ Project Concept (Minimum 2 pages write up) to match the Terms of Reference ✓ Design of the Resource Recovery/s (Master Plan, Floor Plan etc.) <p>Proven model for a profitable business (whether model is tested financially and/or technically with evidence)</p> <p>Operation and Maintenance</p> <ul style="list-style-type: none"> ✓ Operational & Maintenance methodology/mechanism of the Facility ✓ Risk Allocation & Risk Management Plan (need to include assurance of waste acceptances exceeding the 300Mt/day) ✓ Environmental Feasibility of the proposed additional developments <p>Technological advancements (all 3 variables will be considered separately)</p> <ul style="list-style-type: none"> ✓ Environmental advancements ✓ Engineering advancements ✓ Health & Safety advancements <p>Percentage of Resources Recovery from the total waste (%) Expected landfill lifespan at 300Mt of daily processing capacity</p> <p>Maximum daily waste handling capacity</p> <p>11. Facilities and resources available for successful implementation of the waste management facility</p> <ul style="list-style-type: none"> ✓ Expertise & Collaboration ✓ Maintenance & fabrication ✓ Relevant quality certifications

	<p>111. Company Profile</p> <p>¹ DATA-2 Company & Main discipline of the Company (Combination of the below to be specified (Min 2))</p> <ul style="list-style-type: none"> ✓ Waste Management ✓ Waste Water Treatment ✓ Heavy machinery management ✓ Environment, Health and Safety ✓ Any other relevant discipline (please specify the relevancy) <p>Experienced and qualification of core Technical Staff</p> <ul style="list-style-type: none"> ✓ Technical (Plant Manager, Environment Engineer, Health & Safety Engineer, Mechanical Engineer, Chemical & Process Engineer, Electrical Engineer, IT Specialist) <p>Details of proven experience in infrastructure / sustainable energy projects in government / private or community based organization sector inferences</p> <p>1V. Investor's Financial Strength</p> <p>Investors must demonstrate sufficient financial resources and professional ability to develop (Manage and Operate) the site in a manner consistent with the relevant proposal.</p> <ul style="list-style-type: none"> ✓ Annual Turnover of the entity for the last 7 years. ✓ Profit ✓ Total assets to total liabilities ratio <p>V. Project Cost & Finance- (Including management and operation of the infrastructure and the resource recovery)</p> <ul style="list-style-type: none"> ✓ Anticipated investment plan (with time frame)for the resource recovery (LKR) ✓ Payback period ✓ Return on Investment ✓ Net Present value of the Investment ✓ Estimated Annual Maintenance Cost (including Resources Recovery Facility) <p>Assumptions for Calculation: Annual Inflation rate is 6%, Annual Discount Rate 8%</p> <p>Criteria and sub-criteria for the evaluation of</p> <p>Assume, the total weight for the technical score is "X" = 80%</p> $\text{Financial score} = \frac{\text{premium quoted by any other Investor}}{\text{Premium quoted by investor with heighest pay back value}} \times (100 - X)$ <p>The Bidder shall quote bid price/ premium in Sri Lankan Rupees only.</p> <p>Total score of the Proposals:</p> $\text{Total score} = (\text{Technical score}) + (\text{Financial score})$
--	--

5.0	<p>Tentative Date and address for contract negotiations:</p> <p>Date: -----</p> <p>Address: Secretary, Ministry of Rural and Urban Development, Housing and Construction , 12th Floor, Sethsiripaya Stage 11, Battaramulla</p>
6.0	<p>Expected date for commencement of operation should be within the 3 months from the letter of award.</p>

Section 3. Technical Proposal - Standard Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Technical Proposal Evaluation Table
TECH-3	Bidder's Organization and Experience
TECH-4	Comments and Suggestions on the Terms of Reference and on Counterparts, staff and Facilities to be provided by the Client
TECH-5	Description of the Approach, Methodology and Work Plan for Performing the project and Risk Management
TECH-6	Team Composition and Task Assignments
TECH-7	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-8	Staffing Schedule
TECH-9	Work Schedule

TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

We, the undersigned, offer to provide the **Build, Own, Operate and Transfer (BOOT) of Metro Colombo Solid Waste Management system using the facilities available in Kelaniya (Gampaha District) and Aruwakkalu (Puttalam District) with maximum Resource Recovery** in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Bidder]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.5 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the operations related to the project not later than the date indicated in Paragraph Reference 6.0 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Authorized Signature with Company Seal[In full and initials]: -----

Name and Title of Signatory: -----

Name of Bidder: -----

Address: -----

² Delete in case no association is foreseen

TECH 2 : TECHNICAL PROPOSAL EVALUATION TABLE

Item	Description	Total Marks	Minimum score
1	Concept, Design and Methodologies	50	37
1.1	Concept Project Concept (Minimum 2 pages write up) to match the Terms of Reference		
1.2	Design Project Design of the Resource Recovery/s (Master Plan, Floor Plan etc.,)		
1.3	Proven model for a profitable business (whether model is tested financially and/or technically with evidence) New Technology, which is not industrially tested		
1.4	Operation and Maintenance Operational & Maintenance methodology/mechanism of the Facility Risk Allocation & Risk Management Plan (need to include assurance of waste acceptances exceeding the 300Mt/day) Environmental Feasibility of the proposed additional developments		
1.5	Technological advancements (all 3 variables will be considered separately) Environmental advancements Engineering advancements Health & Safety advancements		
1.6	Percentage of Resources Recovery from the total waste (%)		
1.7	Expected landfill lifespan at 300Mt of daily processing capacity		
1.8	Maximum daily waste handling capacity		
2	Facilities and resources available for successful implementation of the waste management facility	10	6
2.1	Expertise & Collaboration		
2.2	Maintenance & fabrication		
2.3	Relevant quality certifications		
3	Company Profile	20	14

Item	Description	Total Marks	Minimum score
3.1	Discipline(s) of the Company		
	• Waste Management		
	• Waste water treatment		
	• Renewable Energy		
	• Heavy machinery management		
	• Environment, Health and Safety		
	• Any other relevant discipline (please specify the relevancy)		
3.2	Experienced and qualification of core Technical Staff		
	Technical (Plant Manager, Environment Engineer, Health & Safety Engineer, Mechanical Engineer, Chemical & Process Engineer, Electrical Engineer, IT Specialist)		
3.3	Details of proven experience in infrastructure / sustainable energy projects in government / private or community based organization sector inferences		
4	Investor's Financial Strength Investors must demonstrate sufficient financial resources and professional ability to develop (Manage and Operate) the site in a manner consistent with the relevant proposal.	10	7
4.1	Annual Turnover **of the entity for the last 7 years.		
4.2	Profit		
4.3	Total assets to total liabilities ratio		
5	Project Cost & Finance- (Including management and operation of the infrastructure and the resource recovery)	10	6
5.1	Anticipated investment plan (with time frame)for the resource recovery (LKR)		
5.2	Payback period (LKR)		
5.3	Return on Investment		
	Assumptions for Calculation: Annual Inflation rate is 6%, Annual Discount Rate 8%		
	Estimated Annual Maintenance Cost (including Resources Recovery Facility)		
5.4	Net Present value of the Investment		
		100	70

Note: If the Investor has not obtained the minimum score for each sub item the proposal will be rejected. Investors are required to submit the certified copies of documentary for the required item

TECH-3 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this project.]

B – Bidder 's Experience

[Using the format below, provide information on each project for which your firm, and each associate for this project, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out operation similar to the ones requested under this project. Use maximum of 20 pages.]

Name of the Firm ³			
Name and address of Client:			
Project name:			
Approx. value of the contract:		Duration of project (months):	
Location:		Total No-of staff-months of the project	
No of Core-Technical staff-months provided by you:		Approx. value of the services provided by firm:	
Start date (month/year):		Completion date (month/year):	
Name of associated Assignee , if any:			
Name of senior professional staff of your firm involved and functions performed			
Narrative description of Project:			
Description of actual services provided by your staff within the project:			
Each and every project should be authenticated with a valid testimonials issued by the client.			

³ Indicate the firms' name or associate firms 'name

TECH-4 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the project (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

TECH-5 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

Technical approach, methodology and work plan are key components of the Technical Proposal. Suggested to present the Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
 - d) Risk Management plan
-
- a) Technical Approach and Methodology. Explain your understanding of the objectives of the project, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach and a risk management plan.
 - b) Work Plan. Should propose the main activities of the project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and commencement dates of the operation. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and drawings etc., to be included. The work plan should be consistent with the Work Schedule of Form TECH-9
 - c) Organization and Staffing. Should propose the structure and composition of the team. Should list the main disciplines of the project, the key expert(s) responsible, and proposed technical and support staff.
 - d) Risk Management Plan. Documentary evidence is required to be submitted with respect to the availability of sufficient amount of solid waste for the smooth operation (exceeding 300Mt/day).

TECH-6 TEAM COMPOSITION AND TASK ASSIGNMENTS

Core-Technical Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task/s Assigned

FORM-9

TECH-7 CURRICULUM VITAE FOR PROPOSED CORE-TECHNICAL STAFF

1. Proposed Position⁴: -----
2. Name of Firm ⁵: -----
-
3. Name of Staff ⁶: -----
4. Date of Birth: ----- Nationality: -----

5. Education⁷: -----
-
6. Membership of Professional Associations: -----

7. Other Relevant Qualifications⁸: -----

8. Languages⁹: -----
9. Employment Record¹⁰

From [Year]: to [Year]: -----
Client: -----
Positions held (with brief description): -----

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

----- Date-----

[Signature of staff member]

----- Date-----

[Signature of authorized representative of the client]

Full name of authorized representative:.....

(The consent of the each core staff to engage in this project should be submitted with their CV)

⁴Only one candidate shall be nominated for each position

⁵Insert name of firm proposing the staff

⁶Insert full name



















⁷Indicate/University and other specialized education of staff member, giving names of institutions, degree obtained, and dates of obtainment

⁸Indicate significant qualification/training

⁹For each language indicate proficiency: good, fair, or poor in speaking, reading and writing.

¹⁰Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format); dates of employment, name of employing organization, position held

TECH-8 STAFFING SCHEDULE¹¹

No	Name of Staff	Staff input (in the form of a bar chart) ¹²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field	Total
National																	
1		[Office]															
		[Field]															
2																	
																	
																	
																	
																	
n																	
																	
										Sub total							
Foreign ¹³																	
1		[Office]															
		[Field]															
2																	
																	
																	
n																	
																	
										Subtotal							
										Total							



Full Time input



Part Time input

¹¹For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc)

¹²Months are counted from the start of the project. For each staff indicate separately staff input for office and field work

¹³ Only if Expatriate staff is proposed

TECH-9 WORK SCHEDULE

N°	Activity ^{14/15}	Months ¹⁶												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1	Letter of Acceptance													
2														
3														
4														
5														

¹⁴Indicate all main activities of the project, including delivery of reports , and other benchmarks such as Client approvals.

For phased project indicate activities, delivery of reports, and benchmarks separately for each phase.

¹⁵In the case of Engineering/Architectural services design stage/bidding stage supervising stage etc.

¹⁶Duration of activities shall be indicated in the foam of a bar chart.

FINANCIAL BID SUBMISSION FORM

**(THIS FORM SHOULD BE SUBMITTED IN SEPARATE
COVER)**

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Bidders for the preparation of their Financial Proposals.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 5.13 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, is adopted.]

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration
- FIN-4 Reimbursable expenses
- FIN-5 Breakdown of Costs by Activity (if requested under Clause 5.13 of Data Sheet)
- FIN-6 Annual Pay back to the Government

FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

We, the undersigned, offer to operate the waste management facility for [Insert title of project in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures²]. .

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Authorized Signature [In full and initials]: -----

Name and Title of Signatory:-----

Name of Firm: ----- Address: -----

² Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

FIN-2 SUMMARY OF COSTS

	Local cost	Foreign Cost	
	(Sri Lankan Rupees)	Currency	Amount
Remuneration (from FIN 3)			
Other Expenses (From Fin 4)			
Total Costs of Financial Proposal carried to Financial Proposal Submission Form			

FIN-3 BREAKDOWN OF REMUNERATION

Name ³	Position ⁴	Input (Staff months)	Staff Month Rate		Amount		
			Currency	Amount	Local Currency	Foreign Currency	
						Currency	Amount

³ Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

⁴ Positions of professional staff shall coincide with the ones indicated in Form TECH-5.

Total Costs carried to FIN - 2			
---------------------------------------	--	--	--

FIN-4 BREAKDOWN OF OTHER EXPENSES

N°	Description ⁵	Unit	Quantity	Unit Cost ⁶			Amount		
				Local in Sri Lankan Rupees	Foreign		Local in Sri Lankan Rupees	Foreign	
					Currency	Amount		Currency	Amount
	Per diem allowances	Day							
	International flights ⁷	Trip							
	Communication costs between [Insert place] and [Insert place]								
	Drafting, reproduction of reports								
	Equipment, instruments, materials, supplies, etc.								
	Use of computers, software								
	Laboratory tests.								
	Subcontracts								
	Local transportation costs								
	Office rent, clerical assistance								
	Training of the Client's personnel ⁸								
Total Costs carried to FIN - 2									

⁵ Delete items that are not applicable or add other items required

⁶ Should not repeat remuneration considered under Form Fin -4

⁷ Indicate route of each flight, and if the trip is one- or two-ways

⁸ Only if the training is a major component of the project, defined as such in the TOR

FIN-5 BREAKDOWN OF OTHER EXPENSES

Group of Activities (Phase): ⁹ ----- -----				Description: ¹⁰ -----					
N°	Description ¹¹	Unit	Quantity	Unit Cost			Amount		
				Local in Sri Lankan Rupees	Foreign		Local in Sri Lankan Rupees	Foreign	
					Currency	Amount		Currency	Amount
	Remuneration ¹²								
1		Month ¹³							
2									
3									
4									
Sub-total Remuneration									

⁹ Name/s of activity/ies (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹⁰ Short description of the activities whose cost breakdown is provided in this Form

¹¹ Delete items that are not applicable or add other items required

¹² Insert name of staff below

¹³ If applicable change to Day/Hour

FIN 6- Proposed Annual Pay back to the Government (Without Taxes):

I/We

of

the undersigned, having examined the general conditions of the RFP document and all other related documents and after having fully satisfied myself / ourselves, do hereby offer following bid for the Operation and Maintenance of facility.

The 1-3 years will be grace periods for profit sharing. After 3rd Year bidder's price proposal will be applicable.

I / We undertake that this Tender shall be held valid for 270 days from the closing date of proposal (up tofrom) and not to withdraw before the validity period of 270 days from the date of closing bid and shall remain binding upon me/us and may be accepted at any time before such expiration.

I/We also agree to comply with each and every one of the terms and conditions of the Tender and connected documents.

(1) Signature :

Name in block letters :

.....

Address :

.....

NIC No. :

Official Seal :

Telephone No. :

(2) Signature :
Name in block letters :
.....
Address :
.....
NIC No. :
Official Seal :
. Telephone No. :

Witness:

I. Signature :.....
II. Name in block letters :.....
.....
Address :.....
.....
Telephone No. :.....
III. Signature :.....
IV. Name in block letters :.....
.....
Address :.....
.....
Telephone No. :.....

Note:

- Offers must be made for a complete property and not for a part of the property.
- The successful Contractual Party is responsible for payment of all duties, taxes, and other levies applicable, prevailing at the time of proposal submission or any revision to the same or any additional taxes etc. implemented by the Government.
- The amount quoted must be written in words as well as in figures clearly in ink or type written.
- When the amount given in figures differs from the amount given in words, the amount given in words will be accepted as corrected figure

Section 5. Terms of Reference (TOR)

5.1 Background

At present total daily generation of the Municipal Solid Waste (MSW) has been estimated to be 7,000-7,500 MT island wide out of which 50%-60% (3,500-4,000 MT) is collected by the Local Authorities(LAs) and then 85% (3,400 MT) is transported to open dumps and the balance 15% is recovered at composting and recycling yards.

In the Western Province, generation of MSW per day has been estimated to be 60% (3,500-4,000 MT) of the total generation island wide. Out of which, only 65% is collected by the LAs.

Based on the above data, it is apparent that per capita generation of waste is expected to be increased annually. Final disposal facility such as Aruwakkalu will be a key function in order to dispose waste, which has no pre-planned solution, in a safe manner. After considering all recycling, composting, thermal recovery and other intermediate treatment mechanisms, remaining waste require to be transported to Aruwakkalu project via Kelaniya Transfer Station. Failure or delay in implementation of Aruwakkalu project make-way to local authorities in the Western Province to dispose around 1100 Mt/day of municipal solid waste haphazardly causing an epic damage to environment especially to the quality of drinking water.

The Current Collection of MSW in Colombo City is said to be about 750 MT per day and with the other urbanized LAs in the Metro Colombo Region (MCR), the collection of the MSW is about 1200 MT per day. In this circumstance, the worked—out limestone quarries developed in Aruwakkalu, Puttalam into a Sanitary Landfill for disposal of MSW generated in MCR for at least 25years with waste transfer using rail transportation from Colombo to Sanitary Landfill. This will include a transfer operation from Kelaniya Site, rail transport and operation of a sanitary landfill at Aruwakkalu, Puttalam. Further very sophisticated leachate treatments plants constructed in both Kelaniya and Aruwakkalu to treat leachate generated from the waste up to the standard mentioned in the Central Environmental Authority.

The Ministry of Rural and Urban Development, Housing and Construction proposed to outsource the management rights of the Solid Waste Management Facility as a Public-Private Partnership (PPP) with maximum material recovery whilst adding modern technological features and amenities.

5.2 Objective

The Project is comprised of four components, which the GoSL has already been developed and they are(i) Transfer Stations at Kelaniya and Aruwakkalu, (ii) Sanitary Landfill at Aruwakkalu, (iii) Rail Track Extension and Connectivity Line, (iv) Rail equipment, Machinery and other improvements.

The main objective is to operate & maintain all the above four components of the Metro Colombo Solid Waste Management System with resource recovery through Public Private Partnership which will broadly include Design, Build, Finance, Operate and Maintain under BOOT (Build, Own, Operate and Transfer) modality.

5.3 Scope of the work

The selected bidder is required to operate & maintain all the above four components with required investments including resource recovery through Public Private Partnership on BOOT basis.

The Public-Private Partnership (PPP) modality is recommended through which the project could be commenced at a fairly faster phase with an intervention of a suitable contractual party into the project. This partnership model will not only achieve the expected outcome of the project but will also become sustainable in terms of environment and finance, taking away a massive burden from the government.

The bidder can collect the agreed tipping fee from waste material suppliers and agreed monthly premium should be paid to the client over the period.

All project should have minimum emission of smoke and CO₂ release, the most effective and eco-friendly way need to be addressed to reduce the environmental hazards in compliance with the standard Gazette Extra Ordinary No. 1562/22 dated 15.08.2008.

5.4 Other conditions

- 5.4.1 The agreement will sign with the Authorized officer of the selected party and the Secretary to the Ministry of Rural and Urban Development, Housing and Construction .
- 5.4.2 The selected bidder shall establish an independent SPV, registered it as a new company in accordance with Company act No 07, 2007. The board of directors of the SPV shall consist of officers of the Government and the officers of selected bidder in order to execute and monitor the operation. The Board of directors of the SPV must include government officers representing the Line Ministry, Ministry of Provincial Councils and Local Government & Sports, Sri Lanka Railways, Western Provincial Council, Waste Management Authority (Western Province) and the Central Environment Authority. A concession agreement shall be signed between government and the private party for the formation of the company.
- 5.4.2 The selected party shall be fully responsible for repairs and maintenance of all facilities but not limited to structural, electrical, plumbing, roofing repairs.
- 5.4.3 The selected Contractual Party should be responsible to maintain the original concept and image of the facility while preserving it's intended integrity.

- 5.4.4 The selected party should undertake to indemnify and hold the Ministry harmless, against any costs, damages, loss, claims, injury or death arising relating to the operation and maintenance of the property if such costs, claim or injury was directly and/or reasonably attributed to the negligent acts or omissions during the term of contract.
- 5.4.5 The Contractual Party shall keep and maintain records of the premises together with the agreements, payment details and customer details and shall furnish the Ministry and/or its authorized officers with such information on written request.
- 5.4.6 Selected Contractual Party shall redefine the facility with practically proven and economically viable technologies to achieve maximum resource recovery.
- 5.4.7 The bidder shall be responsible for initiating, maintaining, and supervising all health safety precautions and programs in connection with the operation and maintenance of the waste management and resource recovery programs according to legislative provisions in Sri Lanka. The bidder shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
1. All employees on the work site and all other persons who may be affected thereby.
 2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- The bidder shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.
- 5.4.8 The bidder shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. An natural and manmade disaster insurance cover for the permanent, casual/contract basis employees, service providers of the Client and the entire facilities covering all the components including buildings, machinery and equipment and their fittings & fixtures, should be obtained by the selected Contractual Party from a reputed insurance agency subject to the guideline given by the Ministry and the beneficiary shall be the Ministry of Rural and Urban Development, Housing and Construction or its successor. In addition Contractual Party is required to obtain the group life insurance and the third party liability policy

- 5.4.9 The selected party shall keep the property in clean, sanitary state, order and conditions in conformity with the law, rules and regulations imposed by the Local/Provincial and Central Government Authorities of Sri Lanka .
- 5.4.10 The selected Contractual Party should apply for approvals, pay any taxes including the Assessment rates, duties, levies imposed by the Local/Provincial and Central Government Authorities, and all other institutions which are to be obtained by the selected party for the effective maintenance and operation of the demised premises during the tenure of the lease term and bear the actual cost incurred therein and request for facilitation/assistance of the Ministry when required for obtaining of approvals.
- 5.4.11 Considering the attractiveness and the sustainability of the investment of the private party SLR will provide the carrier wagons and SLR will recover the cost incurred for the carrier wagons from the profit.

5.5 Special Conditions

- 5.5.1 The selected Contractual Party should adhere to the conditions stipulated in the Environmental Approvals issued by the Central Environmental Authority /Provincial Environmental Authority(North Western Province) when implementing the operational activities.
- 5.5.2 A one-time Board of Directors approval of the SPV is necessary to landfill noncompostable and nonrecyclable garbage, as well as any other special solid, semisolid, or liquid waste other than municipal waste.

Section 6: Standard Form of Contract

[Text in brackets provides guidance to the PE for the preparation of the RFP;]

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Contractual Party] (hereinafter called the “Contractual Party”).

[Note: If the Contractual Party consist of more than one entity, the above should be partially amended to read as follows: “(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and individually liable to the Client for all the Contractual Party’s obligations under this Contract.]

WHEREAS

- (a) the Client has requested the Contractual Party to provide Operation and Maintenance of the facility including the Resource Recovery facility as defined in this Contract (hereinafter called the “Operations”);
- (b) the Contractual Party, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Operation and Maintenance on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]

Appendix A: Description of Operations

Appendix B: Reporting Requirements

Appendix C: Personnel and Assignee

Appendix D: Services and Facilities Provided by the Client

Appendix E: Form of Performance Bond

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

(a) the Contractual Parties shall carry out the Operation and Maintenance in accordance with the provisions of the Contract;

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

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of Contractual Party]

[Authorized Representative]

[Note: If the Contractual Party consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Contractual Party

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time.
- (b) “Contractual Party” means any private or public entity that will operate the facility to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of the form of agreement, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the Government, in accordance with Clause 6 of the BID Data Sheet;
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than Sri Lankan Rupees.
- (h) “GC” means these General Conditions of Contract.
- (i) “Member” means any of the entities that make up the joint venture and “Members” means all these entities.
- (j) “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Bidder or by any Assignee and assigned to the performance of the Services or any part thereof. “Foreign Personnel” means such professionals and support staff that at the time of being so provided had their domicile outside Sri Lanka; “National Staff” means such professionals and support staff who at the time of being so provided had their

domicile inside Sri Lanka; and “Core technical staff” means the Personnel referred to in Clause GC 4.2

(l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(m) “Assignee” means any person or entity to whom/which the Contractual Party subcontracts any part of the Services.

(n) “Third Party” means any person or entity other than the Government, the Client, the Bidder or a Assignee.

(o) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship
Between the
Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Contractual Party. The Bidder, subject to this Contract, has complete charge of Personnel and Assignee, if any, performing the Operation and Maintenance and shall be fully responsible for the Operation and Maintenance performed by them or on their behalf hereunder.

**1.3 Law Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
- 1.8 Authority of Member in Charge** In case the Contractual Party consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Contractual Party's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractual Party may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties** The Contractual Party , Assignee , and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the of Contract "Effective Date") of the Client's notice to the Bidder instructing the Bidder to begin carrying out the Operation. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

- 2.2 Bid Validity Period** The Bid shall be valid for at least 270 days from the date of bid opening. The bidders may agree to extend the bid validity on the request of client.
- 2.3 Commencement of Operation and Maintenance** The Contractual Party shall begin carrying out the Operation and Maintenance not later than the number of Days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Operation and Maintenance, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Assignee or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.5.2 No
Breach of
Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Measures to
be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractual Party, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Contractual Party shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(ii) continue with the Services to the extent possible, in which case the Contractual Party shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.6 Suspension

If the Contractual Party fails to perform any of its obligations under this Contract, including the carrying out of the operations, shall issue the notice of suspension and the suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractual Party to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Contractual Party of such notice of suspension. In such cases the performance security shall be encashed.

2.7 Termination

2.7.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.7.1. In such an occurrence the Client shall give a not less than thirty (30) Days' written notice of termination to the Contractual Party and sixty (60) Days' in the case of the event referred to in (e).

(a) If the Contractual Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.6 hereinabove, within thirty (30) Days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

(b) If the Contractual Party becomes (or, if the Contractual Party consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Contractual Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Contractual Party, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) If, as the result of Force Majeure, the Contractual Party are unable to perform a material portion of the Services for a period of not less than sixty (60) Days.
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Contractual Party

The Contractual Party may terminate this Contract, by not less than thirty (30) Days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause GC 2.7.2:

- (a) If, as the result of Force Majeure, the Contractual Party is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 7.2 hereof.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the **Parties** hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractual Party's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractual Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every

reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractual Party and equipment and materials furnished by the Client, the Contractual Party shall proceed as provided, respectively, by Clauses GC 3.7 hereof.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Contractual Party:

- (a) payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONTRACTUAL PARTY

3.1 General Standard of Performance

The Contractual Party shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractual Party shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Contractual Party or third Parties.

- 3.2 Conflict of Interests** The Contractual Party shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other projects or their own corporate interests.
- 3.2.1 Contractual Party and Affiliates Not to be Otherwise Interested in Facility** The Contractual Party agrees that, during the term of this Contract and after its termination, the Contractual Party and any entity affiliated with the Contractual Party as well as any Assignee and any entity affiliated Otherwise with such Assignee, shall be disqualified from providing goods, works or services (other than Operation and Maintenance) resulting from or directly related to the Contractual Party's Services for the preparation or implementation of the facility.
- 3.2.3 Prohibition of Conflicting Activities** The Contractual Party shall not engage, and shall cause their Personnel as Prohibition of well as their Assignee and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Conflicting** Except with the prior written consent of the Client, the Contractual Party and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractual Party and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Contractual Party** The Contractual Party shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.

- 3.5 Contractual Party Requiring Client's Prior Approval**
- The Contractual Party shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Contractual Party shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Contractual Party to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Contractual Party under this Contract shall become and remain the property of the Client, and the Contractual Party shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together the Client with a detailed inventory thereof.
 - (b) The Contractual Party may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting Inspection and Auditing**
- The Contractual Party (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. CONTRACTUAL PARTY'S PERSONNEL

4.1 Description of Personnel experienced

- (a) The Contractual Party shall employ and provide such qualified and Personnel and Assignee as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractual Party's Key Personnel are described in Appendix C. The Key Personnel and Assignee listed by title as well as by name in Appendix C are hereby approved by the Client.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Contractual Party by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Contractual Party.

4.2 Approval of Personnel

The core technical staff listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Contractual Party proposes to use in carrying out of the Services, the Contractual Party shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) Days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:
- a) Provide where applicable, the Members of the Contractual Party and Personnel with work permits and such other documents as shall be necessary to enable the Contractual Party or Personnel to perform the Services.
- 5.2 Services and Facilities** (a) The Client shall make available Equipment, Machinery and Infrastructures listed under Appendix D. (Appendix D has to be revised)

6. GOOD FAITH

- 6.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement**
- (a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
 - (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 28 Days after receipt. If that Party fails to respond within 28 Days or the dispute cannot be amicably settled within 28 Days, Days following the response of that Party, Clause GC 7.2 shall apply.

**7.2 Dispute
Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within twenty eight (28) Days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC 7.2 and in accordance with Sri Lanka Arbitration Act No. 11 of 1995.

**7.3 Appointment of
the Dispute
Adjudication
Board**

Disputes shall be adjudicated by a DAB in accordance with GC 7.5 [*Obtaining Dispute Adjudication Board's Decision*]. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with GC 7.5.

The DAB shall comprise, as stated in the Particular Conditions, either one or three suitably qualified persons ("the members"). If the number is not so stated and the Parties do not agree otherwise, the DAB shall comprise three persons.

If the DAB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as chairman.

However, if a list of potential members is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DAB.

The agreement between the Parties and either the sole member ("adjudicator") or each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the

Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Client or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the DAB has given its decision on the dispute referred to it under GC 7.5, [*Obtaining Dispute Adjudication Board Decision*], unless other disputes have been referred to the DAB by that time under GC 7.5, in which event the relevant date shall be when the DAB has also given decisions on those disputes.

**7.4 Failure to Agree
Dispute
Adjudication
Board**

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DAB by the date stated in the first paragraph of GC 7.3,
- (b) either Party fails to nominate a member (for approval by the other Party) of a DAB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official named in the Particular Conditions shall, upon the request of either or both of the

Parties and after due consultation with both Parties, appoint member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

**7.5 Obtaining Dispute
Adjudication
Board's Decision**

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Client, then after a DAB has been appointed pursuant to GC 7.3 [*Appointment of the Dispute Adjudication Board*] and 7.4 [*Failure to Agree Dispute Adjudication Board*], either Party may refer the dispute in writing to the DAB for its decision, with a copy to the other Party. Such reference shall state that it is given under this Sub-Clause.

For a DAB of three persons, the DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.

Both Parties shall promptly make available to the DAB all information, access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or the advance payment referred to in Clause 6 of the Appendix - General Conditions of Dispute Adjudication Agreement, whichever date is later, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. However, if neither of the Parties has paid in full the invoices submitted by each member pursuant to Clause 6 of the Appendix, the DAB shall not be obliged to give its decision until such invoices have been paid in full. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DAB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference or such payment, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction.

In either event, this notice of dissatisfaction shall state that it is given under this Sub Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GC 7.8 [*Failure to Comply with Dispute Adjudication Board's Decision*] and GC 7.9 [*Expiry of Dispute Adjudication Board's Appointment*], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DAB's decision, then the decision shall become final and binding upon both Parties.

7.6 Amicable Settlement

Where notice of dissatisfaction has been given under GC 7.5 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

7.7 Arbitration

Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by local arbitration. Unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled under the Rules of Arbitration of the Chamber of Commerce in Sri Lanka
- (b) the dispute shall be settled by three arbitrators appointed in accordance with these Rules, and
- (c) the arbitration shall be conducted in the language for communications defined in GC 1.4 [*Language*].

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of (or on behalf of) the Client, and any decision of the DAB, relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

**7.8 Failure to Comply
with
Dispute
Adjudication
Board's Decision**

In the event that:

- (a) neither Party has given notice of dissatisfaction within the period stated in GC 7.5 [*Obtaining Dispute Adjudication Board's Decision*],
- (b) the DAB's related decision (if any) has become final and binding, and
- (c) a Party fails to comply with this decision,

then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under GC 7.7 [*Arbitration*]. *Obtaining Dispute Adjudication Board's Decision* and *Amicable Settlement* shall not apply to this reference.

**7.9 Expiry of Dispute
Adjudication
Board's
Appointment**

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise:

- (a) *Obtaining Dispute Adjudication Board's Decision* and GC 7.6 [*Amicable Settlement*] shall not apply, and
- (b) the dispute may be referred directly to arbitration under GC 7.7 [*Arbitration*].

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____ E-mail: _____</p> <p>Bidder: _____</p> <p>Attention: _____</p> <p>Facsimile: _____ E-mail: _____</p>
{1.8}	<p>{The Member in Charge is [insert name of member]}</p> <p>Note: If the Contractual Party consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted here. If the Contractual Party consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: _____ For the Contractual Party: _____</p>
{2.1}	{The Effectiveness conditions are: }
2.2	<p>The date for the commencement of Services is [insert days].Days from the effective date</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The time period shall be [insert time period, e.g.: 180 Days].
{3.5 (c)}	<p>{The other actions are: [insert actions¹⁴].}</p> <p>Note: If there are no other actions, delete this Clause SC 3.5 (c).</p>
{3.7 (b)}	<p>Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:</p> <p>{The Contractual Party shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}</p> <p>{The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Contractual Party.}</p> <p>{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}</p>
{5.1}	<p>Note: List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”</p>
7.2	<p>Disputes shall be settled by DAB in accordance with the following provisions:</p> <p>Disputes shall be adjudicated by a DAB. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with Sub-Clause 20.4.</p> <p>1. Selection of Dispute Adjudication Board.</p> <p>The DAB shall comprise, as stated in the Particular Conditions, either one or three suitably qualified persons ("the members"). If the number is not so stated and the Parties do not agree otherwise, the DAB shall comprise three persons.</p>

¹⁴ In the case of supervision of construction works, any approval needed from the Client before issuing variation orders may be included.

	<p>If the DAB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as chairman.</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator:</p> <p>(a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within twenty eight (28) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.</p>
	<p>2 <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>3. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Contractual Party during technical negotiations. Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C - CORE TECHNICAL STAFF

Note: List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and estimated staff months for each.

APPENDIX D- INPUTS AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to be made available to the Contractual Party by the Client.

APPENDIX-D

1 - KELANIYA - TRANSFER STATION FACILITY

No.	DESCRIPTION	BOQ Qty.	Unit
01.	EQUIPMENT AND VEHICLES		
01.1	Compactors (Horizontal preloading, 400t/d, 110kW)	03	Nr
01.2	Prime Movers - SINOTRUK, HOWO, Euro III	08	Nr
01.3	Prime Movers Trailers - TANTRI	08	Nr
01.4	Transfer Gantry Cranes (DGCRANE, MG Model)	02	Nr
01.5	Shovels : Front Loader Wheel Loaders - XCMG-LW180K	03	Nr
01.6	Fuel bowser truck (Tank capacity of 6600L) - LANKA ASHOK LEYLAND	01	Nr
01.7	Weigh bridge with Relevant Equipment	02	Nr
01.8	Wheel Washer	02	Nr
02.	SYSTEMS		
02.1	Ventilation Deodorant System	01	Unit
	<i>[Biological Deodorization System, Chemical Deodorization System, Activated Carbon Deodorization System]</i>		
02.2	Leachate Treatment System	01	Unit
	<i>[Pretreatment system, Anaerobic treatment system, MBR biochemical system, MBR Ultrafiltration Processing Unit, Nano filtration system, Sludge Treatment System, Instrument, Electrical and Control System]</i>		
02.3	CCTV System (10nos. Of Cameras)	01	Unit
02.4	Solar Powered Lamp (2x30W LED, 200W Solar Panel)	47	Nr.
02.5	Automatic Monitoring and Control Unit	01	set
03.	ELECTRICAL, CONTROL EQUIPMENT		
03.1	Generator (250kV -C275D5B, 1250kV C1400D5 - CUMMINS)	1	Unit
03.2	Transformer	1	Unit
04.	SPARE PARTS		
04.1	For Fuel Bowser Truck	01	Set
04.2	For Transfer Gantry Cranes	01	Set
04.3	For Wheel Washers	01	Set

No.	DESCRIPTION	BOQ Qty.	Unit
04.4	For Compactor	01	Set
04.5	For Prime Movers	01	Set
04.6	For Prime Movers Trailers	01	Set
04.7	For Effluent Treatment Plant	01	Set
04.8	For Shovels : Front Loader Wheel Loaders	01	Set
05.	OTHER ANCILLARY EQUIPMENT		
05.1	Gate: Double Flap Type (Entrance Roads)	02	Nr
05.2	Gate: Double Flap Type (Railway Access)	01	Nr
05.3	Barriers: electrically operated (Entrance Roads)	02	Nr
05.4	Chain Link Fence: H=2.0m as per Drawings	01	Item
05.5	Laboratory Equipment	01	Set
05.6	Fire Extinguishers Fixed on Brackets	44	Unit
05.7	Railway Track with Necessary Equipments	01	Unit
06.	STRUCTURES		
06.1	Office Building (20.0m x 7.00m - Single Story Building)	01	Nr
	<i>[01 Office Room, 01 Conference Room, 01 Dining Room, Toilet (M) & (FM), 01 Overhead Water Tank]</i>		
06.2	Workshop & Worker Rest Building (30.0m x 14.0m - Two Story Building)	01	Nr
	<i>[Ground Floor - 01 Workshop Hall Upper Floor - 4 Workers Rest Room, 01 Activity Room, 01 Reading Room, Toilet (M) & (FM), Shower Room (M) & (FM), 01 Overhead Water Tank]</i>		
06.3	Comprehensive Workshop Building (20.0m x 14.4m - Two Story Building)	01	Nr
	<i>[Ground Floor - 04 Chemical Store Room, 01 Spare Parts Warehouse Room, 01 Concentrate Water Treatment Room, 01 Dehydration Room, 01 Acid Store Room, 01 Oxidant Store Room Upper Floor - 01 Membrane Room, 01 Power Distribution Room, 01 Control Room, 01 Chemical Store Room, 01 Chemical Laboratory]</i>		
06.4	Equipment Building (28.0m x 4.0m - Single Story Building)	01	Nr
	<i>[02 Equipment Rooms, 01 Spare Parts Warehouse]</i>		
06.5	Generator/Distribution & Control Building (18.9m x 19.4m - Single Story Bui.)	01	Nr
	<i>[01 LV Switch Room, 01 Duty Room, 01 Transformer Room, 01 Generator Room and Two Story Control Room]</i>		
06.6	Transfer Station Building	01	Nr
06.7	KTS Control Room in Transfer Station Building (7.5m x 7.7m - Single Room)	01	Nr
06.8	Weigh bridge Room in Transfer Station Building (4.05m x 2.5m)	01	Nr

No.	DESCRIPTION	BOQ Qty.	Unit
06.9	Distribution Room in Transfer Station Building (8.0m x 6.30m)	01	Nr
06.10	Duty Room in Transfer Station Building (8.0m x 6.30m)	01	Nr
06.11	Lounge Room in Transfer Station Building (8.0m x 6.30m)	01	Nr
06.12	Fuel Tank with Structure (13200ltr)	01	Nr
06.13	Watch Huts	03	Nr
06.14	Guard Rails - Wanawasala Road - LHS Side	68.60	m
06.15	Guard Rails - Wanawasala Road - RHS Side	68.00	m
06.16	S/S Water Tanks	02	Nr

2. Aruwakkalu Transfer Station

No.	DESCRIPTION	BOQ Qty.	Unit
01.	EQUIPMENT AND VEHICLES		
01.1	6x6 Tipper Truck - SITRAK, Euro III	08	Nr
01.2	Transfer Gantry Cranes (DGCRANE, MG Model)	02	Nr
01.3	Fuel bowser truck (Tank capacity of 6600L) - LANKA ASHOK LEYLAND	01	Nr
01.4	Container Washers	04	Nr
02.	SYSTEMS		
02.1	CCTV System (7nos. Of Cameras)	01	Set
02.2	Solar Powered Lamp (2x30W LED, 200W Solar Panel)	34	Nr
02.3	Road Lights	28	Nr
03.	SPARE PARTS		
03.1	For Tipping Trucks	01	Set
03.2	For Fuel Bowser Truck	01	Set
03.3	For Transfer Gantry Cranes	01	Set
03.4	For Container Washer	01	Set
04.	OTHER ANCILLARY EQUIPMENT		
04.1	Gate: Double Flap Type (Entrance Roads)	01	Nr
04.2	Gate: Double Flap Type (Railway Access)	01	Nr
04.3	Barriers: electrically operated (Entrance Roads)	01	Nr

04.4	Chain Link Fence: H=3m	1,932	m
04.5	Electric Fence	1,932	m
04.6	Railway Track with Necessary Equipment	01	Item
04.7	Fire Extinguishers Fixed on Brackets	13	Nr
05.	STRUCTURES		
05.1	Railway Management Building (25.4m x 10.4m - Two Story Building)	01	Nr
	<i>[Ground Floor - 01 Hall, 01 Dining Room, 04 Office Room, Oxidant Store Room, Toilet (M) & (FM) Upper Floor - 01 Conference Room, 01 Reference Room, 01 Dining Room, 03 Office Room, 01 Spare Room, 01 Printing Room, Toilet (M) & (FM)]</i>		
05.2	Workshop & Workers Rest Building (25.4m x 10.4m - Two Story Building)	01	Nr
	<i>[Ground Floor - 01 Workshop Hall Upper Floor - 01 Activity Room, 01 Reading Room, 03 Worker's Rest Room, Shower Room (M) & (FM), Toilet (M) & (FM)]</i>		
05.3	Generator and Electrical Room Building (10.1m x 7.4m - Single Story Building)	01	Nr
	<i>[02 Rooms]</i>		
05.4	Management Building (27.30m x 14.05m - Single Story Building)	01	Nr
	<i>[01 Lounge Room, 01 Laboratory, 01 Dining Room, 01 Conference Room, 01 Director's Room, 01 Hall, 01 Service Room, 01 Document Library, Toilet (M) & (FM), Shower Room (M) & (FM)]</i>		
05.5	Security & Weigh Building (7.50m x 6.00m - Single Story Building)	01	Nr
05.4	Fuel Tank Structure and Steel Tank (5.0m x 2.9m - 5,500.0ltr)	01	Nr
05.5	Washing Bay (25.0m x 10.0m) and Parking Lot	01	Nr
05.6	Vehicle Parking Shelters	02	Nr
06.1	Weigh Bridge with Relevant Equipment	01	Nr.
06.2	Wheel Washer	01	Nr
06.3	Watch Hut	02	Nr
06.4	Pump Station House with 02nos Water Tank	01	Unit
06.5	Station Building for Railway	01	Nr
06.6	Sand Pile for Fire (50.0 x 47.0 x 2.0)	01	Item

3. Aruwakkalu Sanitary Landfill

No.	DESCRIPTION	BOQ Qty.	Unit
01.	EQUIPMENT AND VEHICLES		
01.1	Bulldozer - KOMATSU, D 155A-6	01	Nr.
01.2	Backhoe loader (JCB) - XCMG, XC870K	03	Nr.
01.3	Landfill Compactor - XCMG, XH 233J	01	Nr.
01.4	Dump Truck - LANKA ASHOK LEYLAND	01	Nr.
01.5	Chemical Spray Truck - DONGFENG	01	Nr.
02.	SYSTEMS		
02.1	<i>Leachate Treatment System</i>	01	Unit
	<i>[Pretreatment system, MBR Biochemical System, MBR Ultrafiltration Processing Unit, Nanofiltration System, Sludge Treatment System, Meter, Electrical and Control System, Other mainor Euipment]</i>		
02.2	<i>Ventilation Deodorant Equipment</i>	01	Unit
	<i>[Biological Deodorization System, Chemical Deodorization System, Activated Carbon Deodorization System]</i>		
02.3	Laboratory Equipment	01	Set
02.4	CCTV System (6nos. Of Cameras)	01	Set
02.5	Solar Powered Lamp (2x30W LED, 200W Solar Panel)	46	Nr
02.6	Automatic Monitoring and Control Unit	01	Set
02.7	Pipe Hydrant System for Fire protection system	01	Set
02.8	Fire Extinguishers Fixed on Brackets	14	Nr
03.	ELECTRICAL, CONTROL EQUIPMENT		
03.1	Generator (250kV -C275D5B, 1250kV C1400D5 - CUMMINS)	01	Unit
03.2	Transformer	01	Unit
04.	SPARE PARTS		
04.1	<i>For Bulldozer</i>	01	Set
04.2	<i>For Backhoe loader</i>	01	Set

04.3	<i>For Landfill Compactor</i>	01	Set
04.4	<i>For Dump Truck</i>	01	Set
04.5	<i>For Chemical Spray Truck</i>	01	Set
05.	OTHER ANCILLARY EQUIPMENT		
05.1	Chain Link Fence: H=3m	2,284.00	m
05.2	Electric Fence	2,284.00	m
06.	STRUCTURES		
06.1	Treatment Plant		
06.1.1	Regulation Tank (29.50 x 29.50 x 7.85)	02	Nr
06.1.2	Combination Tank (9.30 x 14.70 x 4.70)	01	Nr
06.1.3	MBR Tank (11.60 x 31.70 x 10.55)	01	Nr
06.1.4	Diversion Tank (17.75 x 11.60 x 7.00)	01	Nr
06.1.5	Storage Tank & Building (10.70 x 16.85 x 4.00)	01	Nr
06.2	Equipment Building (24.00m x 4.00m - Single Story Building)	01	Nr
	<i>[02 nos. Equipment Room]</i>		
06.3	Comprehensive Workshop Building (34.90m x 15.50m - Single Story Building)	01	Nr
	<i>[01 Concentrate Water Treatment Room, 01 Dehydration Room, 01 Oxidant Room, 01 Membrane Room, 04 Chemical Store Room, 01 Control Room, 01 Power Distribution Room, 01 Acid Store Room, Chemical Laboratory, Toilet]</i>		
06.4	Generator and Electrical Room Building (11.25m x 9.80m - Single Story Building)	01	Nr
	<i>[02 Rooms]</i>		
06.5	Fuel Tank Structure and Steel Tank (5.0m x 2.9m - 5,500.0ltr)	01	Nr
07.1	Ground Water Monitoring wells	04	Nr
07.2	Internal Road Network	01	Item
07.3	Sanitary Landfill area & Facility (Partition 01 to 05)	01	Item

07.4	Drainage System, Temporary Storage Tank, Detention Pond & Related Structures, including Dewatering pump house	01	Item
07.5	Temporary Police Check Point	01	Nr
07.6	Temporary Service Building (03nos partition rooms)	01	Nr

An expanded inventory of Assets will be provided during the handing over of the facilities

4 – LOCOMOTIVES AND CONTAINER BOXES

No	Description	Qty
01.	Motor Car with Guard	4
02.0	Container Boxes	94

5. LAND

No	Description	Qty.
01.	Land at Aruwakkalu	157.6652 Hectares
02.0	Land at Kelaniya	20 Acres, Rood 02, Purchase 8.14

APPENDIX E - FORM OF PERFORMANCE BOND GUARANTEE

Performance Security Form – Bank Guarantee

Beneficiary:

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ (hereinafter called “the Contractual Party”) has entered into Contract No. _____ dated _____ with you, for the execution of _____ (hereinafter called “the Contractual Party”).

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

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

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Contractual Party (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
 - (i) a copy of the Completion Certificate; or
 - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for operation, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or

(iii) a registered letter from the Contractual Party stating that no Completion Certificate has been issued but the Client is making use of the Facilities; or
(c) the ____ day of _____, 2____.7

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

APPENDIX F- General Conditions of Dispute Adjudication Agreement

- 1** **Definitions** Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:
- (a) the "Client";
 - (b) the "Contractor"; and
 - (c) the "Member" who is defined in the Dispute Adjudication Agreement as being:
 - (i) the sole member of the "DAB" (or "adjudicator") and, where this is the case, all references to the "Other Members" do not apply,
 - or
 - (ii) one of the three persons who are jointly called the "DAB" (or "dispute adjudication board") and, where this is the case, the other two persons are called the "Other Members".
- The Client and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.
- 2** **General Provisions** The Dispute Adjudication Agreement shall take effect when the Client, the Contractor and each of the Members (or Member) have respectively each signed a dispute adjudication agreement.
- When the Dispute Adjudication Agreement has taken effect, the Client and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.
- This employment of the Member is a personal appointment. No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the parties to it and of the Other Members (if any).
- 3** **Warranties** The Member warrants and agrees that he/she is and shall be impartial and independent of the Client, the Contractor and the Client's Representative. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Client and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4 General
Obligations
of the
Member

The Member shall:

- (a) have no interest financial or otherwise in the Client or the Contractor, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Client or the Contractor, except in such circumstances as were disclosed in writing to the Client and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Client, the Contractor and the Other Members (if any), before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Client or the Contractor, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement,) , be employed as a consultant or otherwise by the Client or the Contractor, except as may be agreed in writing by the Client, the Contractor and the Other Members (if any);
- (e) not give advice to the Client, the Contractor, the Client's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (f) not while a Member enter into discussions or make any agreement with the Client or the Contractor regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (g) ensure his/her availability for any site visit and hearings as are necessary; and
- (h) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Client, the Contractor and the Other Members (if any).

- 5** General Obligations of the Client and the Contractor The Client, the Contractor, the Client's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Client, the Contractor and the Other Members (if any). The Client and the Contractor shall be responsible for compliance with this provision, by the Client's Personnel and the Contractor's Personnel respectively.

The Client and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Client, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before
arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Client and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

- 6** Payment The Member shall be paid as follows, in the currency named in the Dispute Adjudication Agreement:

- (a) a daily fee which shall be considered as payment in full for:
 - (i) each working day spent reading submissions, attending hearings (if any), preparing decisions, or making site visits (if any); and
 - (ii) each day or part of a day up to maximum of two days travel time in each direction for the journey (if any) between the Member's home and site or an other location of a meeting with Other Members (if any) and/or the Client and the Contractor;
- (b) all reasonable expenses incurred in connection with the Member's duties, including the cost of secretarial services, telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs; a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (a) of this Clause; and
- (c) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The daily fee shall be as specified in the Dispute Adjudication Agreement.

Immediately after the Dispute Adjudication Agreement takes effect, the Member shall, before engaging in any activities under the Dispute Adjudication Agreement, submit to the Contractor, with a copy to the Client, an invoice for (a) an advance of twenty five (25) percent of the estimated total amount of daily fees to which he/she will be entitled and (b) an advance equal to the estimated total expenses that he/she shall incur in connection with his/her duties. Payment of such invoice shall be made by the Contractor upon his receipt of the invoice. The Member shall not be obliged to engage in activities under the Dispute Adjudication Agreement until each of the Members has been paid in full for invoices submitted under this paragraph. Comment : has the Ministry agreed to the payment of advance percentage

Thereafter the Member shall submit to the Contractor, with a copy to the Client, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The DAB shall not be obliged to render its decision until invoices for all daily fees and expenses of each Member for making a decision shall have been paid in full.

Unless paid earlier in accordance with the above, the Contractor shall pay each of the Member's invoices in full within 28 calendar days after receiving each invoice and shall apply to the Client (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Client shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Client shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Client's rights or remedies. In addition to all other rights arising from this default, the Client shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the annual rate of three percentage points above the discount rate of the central bank Sri Lanka.

Comment : does not apply if it is local arbitration

If the Member does not receive payment of the amount due within 28 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice to the Client and the Contractor. The notice shall take effect when received by them both. Any such notice shall be final and binding on the Client, the Contractor and the Member.

- | | | |
|----------|-----------------------------|--|
| 7 | Default of
the
Member | If the Member fails to comply with any obligation under Clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Client and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DAB which are rendered void or ineffective. |
| 8 | Default of
the
Member | Member Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration. |