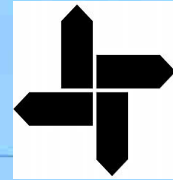


**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA**

MINISTRY OF HIGHER EDUCATION AND HIGHWAYS

ROAD DEVELOPMENT AUTHORITY



EXPRESSION OF INTEREST (EOI)

FOR

**DEVELOPMENT OF FOUR-LANE ELEVATED
HIGHWAY FROM NEW KELANI BRIDGE TO RAJAGIRIYA
WITH LINK TO BASELINE ROAD AT DEMATAGODA
(PHASE I OF NEW KELANI BRIDGE TO ATHURUGIRIYA
& OUTER CIRCULAR HIGHWAY)**

ON

BUILD, OPERATE AND TRANSFER (BOT) BASIS

July 2017

Sri Lanka

- ★ National capital
- Province boundary
- ⊙ Province capital
- Railroad
- Road

0 20 40 Miles
0 20 40 Kilometers

INDIAN OCEAN

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GLOSSARY

BOO	Build Own and Operate
BOOT	Build Own, Operate and Transfer
BOT	Build, Operate & Transfer
BTO	Build, Transfer and Operate
CANC	Cabinet Appointed Negotiating Committee
CEA	Central Environmental Authority
CKE	Colombo Katunayake Expressway
DFBOT	Design, Finance, Build, Operate & Transfer
DP	Development Partner
EEZ	Exclusive Economic Zone
EIA	Environmental Impact Assessment
EOI	Expression of Interest
EPA	Environmental Protection Act
EPC	Engineering, Procurement and Construction
FIRR	Financial Internal Rate of Return
FS	Feasibility Study
FY	Fiscal Year
GOSL	Government of Sri Lanka
IPA	Investment Protection Agreement
ICB	International Competitive Bidding
LOA	Letter of Award
MOHE&H	Ministry of Higher Education and Highways
NPV	Net Present Value
O&M	Operations and Maintenance
PCU	Passenger Car Unit
PMU	Project Management Unit
RFP	Request for Proposal
RoW	Right of Way
RP	Resettlement Plan
SIA	Social Impact Assessment
SPV	Special Purpose Vehicle
VOC	Vehicle Operating Cost

1. DISCLAIMER

This Expression of Interest (“EOI”) is not an agreement and is neither an offer nor an invitation by the Ministry of Higher Education and Highways (“MOHE&H”) to any entity that has purchased this EOI and either is considering submitting an application in response to this EOI (an “Application”) or will submit an Application (each an “Applicant” including, as the context requires a prospective Applicant) or any other person. The purpose of this EOI is to provide a prospective Applicant with information related to the Project (as defined below) that may be useful to them in the formulation of their Application.

This EOI includes statements, which reflect various assumptions and assessments arrived at by MOHE&H in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of Sri Lankan law. MOHE&H accepts no responsibility or liability for the accuracy or otherwise for any interpretation or opinion on legal requirements expressed herein.

The MOHE&H, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or responses for clarifications made by any Applicants or information contained therein, or any information deemed to form part of this EOI or arising in any way with short listing for participation in the subsequent RFP Stage.

The issue of this EOI does not imply that the MOHE&H is bound to select Shortlisted Bidders (as defined below) to participate in the RFP Stage or to appoint the Concessionaire (as defined below), as the case may be for the Project and MOHE&H reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MOHE&H or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MOHE & H shall not be liable in any manner whatsoever for the same or for any other costs or expense incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the EOI Stage.

2. PROJECT OVERVIEW

- 2.1** MOHE&H is responsible for the development of highways in Sri Lanka and has decided to undertake the development of a four-lane elevated highway from New Kelani Bridge (from Orugodawatta) to Athurugiriya. This development will be implemented in two separate phases, Phase I from New Kelani Bridge (NKB) to Rajagiriya and Phase II from Rajagiriya to Athrugiriya and Outer Circular Highway (OCH).
- 2.2** MOHE&H has decided to undertake the development and operation/maintenance of Phase I from New Kelani Bridge (NKB) to Rajagiriya through a proposed Build, Operate and Transferbasis (the “Project”). The Project is to be a 6.9km, four-lane elevated highway from NKB to Rajagiriya with link to Baseline Road at Dematagoda. A brief description of the Project is given in Appendix VI.
- 2.3** The preliminary estimate of total project costs in year 2017 is approximately US\$400 [Four Hundred] million, including an indicative operation and maintenance period of 27.5 years. The indicative capital cost of the Project will be revised and specified in the Bidding Documents, however the assessment of actual costs shall be made by Shortlisted Bidders. Government of Sri Lanka (“GOSL”) will provide land for the Project.
- 2.4** MOHE&H is committed to developing appropriate opportunities for private sector partnership over the long-term and this Project represents the first PPP highway project in Sri Lanka. MOHE&H will outline and adopt a suitable financing and implementation modality for the execution of the Project. The Project is a priority for MOHE&H and as such, the Project’s commercial opportunity and financial feasibility may not come to rely solely on user charges and may need government support in the form of MOHE&H availability payments or some other government support. This will be decided by MOHE&H and will be outlined in full in documentation provided to Shortlisted Bidders in the RFP Stage.
- 2.5** The concession period of the Project will be indicated in the draft Concession Agreement forming part of the RFP, but it is likely to be 30 years, starting from the date of execution of the Concession Agreement by the Parties and ending on the Transfer Date, including a total period of thirty [30] months for design and construction.
- 2.6** MOHE&H shall receive the Applications from prospective Applicants pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MOHE&H, and all applications shall be prepared and submitted in accordance with such terms, on or before the date specified in Section 6: Submission of Applications (the “Application Closing Date”).
- 2.7** MOHE&H may evaluate and will shortlist Applicants (“Shortlisted Bidders”). Shortlisted Bidders will be invited to respond to a request for proposal for the Project (the “RFP”) in the second phase of the bidding process as described in Section 3 below (i.e., the RFP Stage). As part of the RFP Stage, the MOHE&H will evaluate the Proposals submitted by the Shortlisted Bidders and appoint a preferred Bidder (the “Concessionaire”) to undertake the Project. The Concessionaire shall be responsible for designing, engineering, financing, procurement, construction, operation (including user charge collection), maintenance and transfer of the Project under and in accordance with the provisions of a long-term concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the MOHE&H in the form provided by the MOHE&H as part of the RFP.

3. BRIEF DESCRIPTION OF THE BIDDING PROCESS

3.1 MOHE&H has adopted a two-stage bidding process for award of the Project, comprised of an EOI Stage and a RFP Stage (collectively, the “Bidding Process”). The Bidding Process began with the advertisement and press notice of this EOI issued on 13th July 2017.

3.1.1 EOI Stage:

- (a) Applicants will submit their Applications in accordance with the terms and conditions of this EOI. Applicants are required to furnish all the information specified in this EOI clearly in a readable format. Applicants are advised to visit the site and familiarize themselves with the Project’s proposed elevated highway route. A time frame of 42 days is allowed for the submission of Applications.
- (b) MOHE&H will review and evaluate Applications submitted as set out in Section 4: Eligibility of Applicants and Section 7: Evaluation Process and Appendix V: Evaluation Criteria and Scoring. MOHE&H will announce a short list of up to [9] Nine Applicants eligible for participation in the RFP stage (“Shortlisted Bidders”).
- (c) The EOI Stage is a stand-alone and independent stage that will be completed once the Shortlisted Bidders are identified by MOHE&H and other Applicants have received notification of the results of the EOI Stage from MOHE&H.

3.1.2 RFP Stage:

- (a) MOHE&H will only invite Shortlisted Bidders to submit their technical and financial proposals with other details in accordance with the RFP Document and other documents provided by MOHE&H (collectively the “Bidding Documents”). Shortlisted Bidders will be invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the concession including implementation of the Project.
- (b) At the RFP Stage, Shortlisted Bidders will be required to provide a bid security, in the form of a on demand bank guarantee enforceable in Sri Lanka and acceptable to MOHE&H.
- (c) Proposals shall be opened and evaluated in accordance with the terms of the RFP and the Concessionaire will be selected based upon the submitted Proposals and the evaluation criteria set out in the RFP.
- (d) Upon selection of the Concessionaire, the MOHE&H will finalize and execute the Concession Agreement with the SPV (as defined below) to implement the Project, whereby the SPV shall be responsible for designing, procurement, financing, construction, engineering, operation (including user fee collection) and maintenance and transfer of the Project.
- (e) MOHE&H shall be entitled to disqualify an Applicant in accordance with the aforesaid criteria at any stage of the Bidding Process. Applicants must at is fy themselves that they are qualified to bid, and shall give an undertaking to this effect in the form given in Appendix-I.
- (f) Further details will follow at during the RFP Stage and the terms there of will be provide din the Bidding Documents.

3.1.3 Pre-Application Conference

- (a) The Pre-Application Conference will be held at the Ministry of Higher Education and Highways Conference Hall at 8th Floor, Maganeguma Mahamedura, 216 , Denzil Kobbekaduwa Mawatha, Koswatta , Battaramulla, Sri Lanka commencing at 14.00Hrs. on 27th July 2017.
- (b) Only Applicants may attend the Pre-Application Conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- (c) Prior to the Pre-Application Conference, Applicants shall submit any questions or clarifications sought, by email
- (d) During the Pre-Application Conference, Applicants will be free to seek clarifications and make suggestions for consideration of MOHE&H. MOHE&H may provide clarifications and such further information, in its sole discretion, to facilitate a fair, transparent and competitive Bidding Process.
- (e) Minutes of the Pre-Application Conference, including the text of questions raised and any responses given during the meeting, will be shared by email with all Applicants. Formal revisions to the EOI will be as a result of the issuance of amendments as provided in Section 5.3, but MOHE&H does not commit to revising the EOI as a result of any discussions, clarifications, suggestions or any comments whatsoever arising from the Pre-Application Conference.

3.1.4 Schedule of Bidding Process

MOHE&H shall endeavor to adhere to the following tentative schedule:

EOI Stage

- | | |
|---|-------------------|
| 1. First day of Notice Publication | 13.07.2017 |
| 2. Web publishing of EOI from | 13.07.2017 |
| 3. Pre-Application Conference | 27.07.2017 |
| 4. Last date for receiving queries | 03.08.2017 |
| 5. MOHE&H response to queries latest by | 10.08.2017 |
| 6. Application Closing Date | 24.08.2017 |
| 7. Evaluation of Proposals and notification of shortlist: | 12.10.2017 |

Request for Proposal Stage

Following is the tentative schedule of the activities after Shortlistings:

- | | |
|--|---------------------------------------|
| 1. Issue of RFP Documents: | October 2017 |
| 2. Pre-Bid meeting: | November 2017 |
| 3. Last date for receiving queries: | February 2018 |
| 4. MOHE&H response to queries latest by: | February 2018 |
| 5. RFP Closing Date: | March 2018 |
| 6. RFP Technical Evaluation | April 2018 |
| 7. Opening of Financial Proposal: | April-May 2018 |
| 8. Financial Evaluation Result notification: | May 2018 |
| 9. Cabinet of Ministers Approval: | June 2018 |
| 10. Letter of Award (LOA): | July 2018 |
| 11. Validity of Bids: | 9 months from RFP closing date |
| 12. Signing of Concession Agreement: | Within 30 days from LOA |

4. ELIGIBILITY OF APPLICANTS

4.1 To be eligible for shortlisting, Applicants must (a) submit a complete Application including all required forms and supporting documents and information as requested by this EOI and otherwise in accordance with the terms and conditions of this EOI, in order to demonstrate that it is capable and responsive and can be evaluated, and (b) fulfill the application requirements set out in Sections 4.2, 4.3 and 4.4 with regards to Legal Requirements, Technical Capacity Requirements and Financial Capacity Requirements (collectively “Application Requirements”).

4.2 Legal Requirements

4.2.1 For determining the eligibility of Applicants, and in order to progress to the shortlisting stage, the following shall apply:

- (a) The Applicant may be a single entity or a group of entities (the “Joint Venture”, and each entity a member of a Joint Venture, a “Joint Venture Member”), coming together to implement the Project. However, no applicant applying individually or as a member of a Joint Venture, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Joint Venture.
- (b) An Applicant may be an international/national person, international/national private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in this Section 4.2.1 and other relevant provisions of this EOI.
- (c) Any entity which has been barred from participating in any project in Sri Lanka (BOT or otherwise), and the suspension subsists as of the Application Closing Date, is not eligible to submit an Application, either individually or as a member of a Joint Venture.

- (d) An Applicant shall not have a conflict of interest ("Conflict of Interest"). Any Applicant found to have a Conflict of Interest at any time during the Bidding Process shall be disqualified. For the purposes of this EOI, "Conflict of Interest" means, in respect of any Applicant:
- i. such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have either directly or indirectly common controlling shareholders;
 - ii. such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated loan from any other Applicant, or has provided any such direct or indirect subsidy, grant, concessional loan or subordinated loan to any other Applicant;
 - iii. such Applicant has a relationship with another Applicant, either directly or through common third parties, that puts them in a position to have access to each other's information or influence the Application of the other;
 - iv. such Applicant has participated as a consultant(s) and/or adviser(s) or has directly assisted the MOHE&H in the preparation of any documents, design or technical specifications of the Project;
 - v. such Applicant employs or has employed an officer or employee of the MOHE&H in relation to the Project during the EOI Stage; or
 - vi. Such Applicant appoints any legal, financial or technical adviser of the MOHE&H in relation to the Project for matters related to or incidental to the Project or the EOI.
- (e) Applicants or their agents and/or employees shall not engage in discussions or other communications with any other Applicant or their agents and/or employees regarding the preparation or submission of their Application. Breach of this provision may result in disqualification of the Applicant from the Bidding Process. Notwithstanding the foregoing, Applicants may use the same firm or firms to obtain geotechnical, topographical, or other information about the site and may use the same firm or firms to obtain legal advice in respect of the EOI or Project.
- (f) An Applicant and in the case of a Joint Venture, each Joint Venture Member shall not be entitled to submit another Application either individually or as a Joint Venture Member of any other Joint Venture and shall not be entitled to participate in any other Joint Venture bidding for this Project prior to issuance of the Letter of Award (LoA). Furthermore, an Applicant can submit only one Application in response to this EOI. In the event that an entity applying individually or as a Joint Venture Member participates in more than one Application, all the Applications with that entity's participation will be deemed invalid.
- (g) An Applicant shall be deemed to have the nationality of the country where the Applicant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- (h) Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Applicant is a Joint Venture, it shall, in addition to forming an SPV, comply with the following additional requirements:
- i. All Joint Venture Members shall be jointly and severally liable for the obligations under this EOI (and if the Applicant is shortlisted, under the RFP)
 - ii. Number of Joint Venture Members shall not exceed 5 (Five), including the Lead Member;

- iii. The Application should contain the information required for each Joint Venture Member;
- iv. Joint Venture Members shall nominate and designate a lead member (“Lead Member”) who shall have an equity shareholding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the Joint Venture Members;
- v. Applications shall include a brief description of the roles and responsibilities of each Joint Venture Member, particularly with reference to financial, technical, construction and O & M obligations;
- vi. A single entity Applicant cannot at the same time be member of a Joint Venture. Further, a Joint Venture Member of a particular Applicant cannot be Joint Venture Member of any other Applicant;
- vii. Joint Venture Members shall form an appropriate SPV to execute the Project, if the Concession is awarded to the Joint Venture;
- viii. Joint Venture Members shall enter into a binding Joint Bidding Agreement, substantially in the form specified in Appendix IV (the “Joint Bidding Agreement”), for the purpose of making the Application. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - A. convey the intent to form a Joint Venture (including any SPV to be formed by such Joint Venture), with shareholding/ ownership equity commitment(s) in accordance with this EOI, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement;
 - B. clearly outline the proposed roles and responsibilities, if any, of each Joint Venture Member;
 - C. indicate the minimum equity stake to be held by each Joint Venture Member;
 - D. commit that each Joint Venture Member, whose experience will be evaluated for the purposes of this EOI, shall contribute to 15% (fifteen per cent) or more of the paid up and subscribed equity in the Joint Venture and shall further commit that each such Joint Venture Member shall, for the period of construction of the Project, hold equity share capital not less than 15% (fifteen per cent) of the subscribed and paid up equity share capital of the Joint Venture;
 - E. Joint Venture Members undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the Joint Venture at all times until two years after the commercial operation date commencement; and
 - F. Include a statement to the effect that all Joint Venture Members shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Concession Agreement.
- ix. Except as provided under this EOI and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of MOHE&H.
 - (i) In computing the Technical Capacity and Financial Capacity of the Applicant/ Joint Venture Members under Sections 4.3 and 4.4, the Technical Capacity, Financial Capacity, and Experience of the respective Associates should also be eligible provided hereunder.

- (j) For the purposes of this EOI, Associate means, in relation to the Applicant/ Joint Venture Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Joint Venture Member (“Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- (k) The following conditions shall be adhered to while submitting an Application:
- i. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - ii. Information supplied by an Applicant (or other Joint Venture Member if the Applicant is a Joint Venture) must apply to the Applicant, Joint Venture Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit bids at the RFP Stage will be issued only to Applicants whose identity and/ or constitution is identical to that in the Application submitted at the EOI Stage;
 - iii. Applicants should demonstrate their capabilities in accordance with Section 4.3 and 4.4; and
 - iv. In case the Applicant is a Joint Venture, each Joint Venture Member should satisfy the Application Requirements to the extent specified herein.

4.3 Technical Capacity Requirements

The Applicant must satisfy each of the following, to satisfy the Technical Capacity requirements:

- Contractual Performance Criteria;
- O&M Criteria; and
- EPC Criteria.

4.3.1 Contractual Performance Criteria

- (a) In order to satisfy the Contractual Performance Criteria, an Applicant including any Joint Venture Member or Associate shall, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a i) penalty by judicial authority or a judicial pronouncement or, ii) arbitration award against the Applicant, Joint Venture Member, or Associate as the case may be, nor has been expelled from any project or contract nor have had any contract terminated for breach by such Applicant, Joint Venture Member or Associate.
- (b) If an Associate or nominated contractor is a nominee, wherefore the Applicant shall satisfy any of the EPC Criteria or O&M Criteria in accordance with the terms of this EOI, the Contractual Performance Criteria shall also apply to each such Associate and/or nominated contractor.

4.3.2 O&M Criteria

- (a) The Applicant may nominate 1 (one) or more of the following entities for the purpose of meeting the O&M Criteria ("O&M Nominee"):
 - i. the Applicant itself;
 - ii. a Joint Venture Member (if the Applicant is a Joint Venture);
 - iii. an Associate of the Applicant or a Joint Venture Member (as applicable); or
 - iv. a nominated contractor.
- (b) The Applicant's O&M Nominee(s) shall have undertaken the operations and maintenance of at least 2 (two) Eligible O&M Criteria Projects in order to satisfy the O&M Criteria.
- (c) An Eligible O&M Criteria Project is a project:
 - i. involving the operation and maintenance of a controlled-access highway, expressway or roadway of at least a 4-lane (four-lane) carriageway configuration, 15-km in length, and with at least 1 (one) toll plaza; and
 - ii. for which the O&M Nominee had primary responsibility for undertaking operations and maintenance for at least 3 (three) of the 5 (five) years falling prior to and ending on the Application Closing Date.

4.3.3 EPC Criteria

- (a) the Applicant shall nominate 1 (one) or more of the following entities for the purposes of meeting the EPC Criteria ("EPC Nominee") and submitting Eligible EPC Criteria Projects to be evaluated and scored:
 - i. the Applicant itself;
 - ii. a Joint Venture Member (if the Applicant is a Joint Venture); or
 - iii. an Associate of the Applicant or a Joint Venture Member (as applicable)
- (b) In order to satisfy the EPC Criteria, the Applicant must submit at least 2 (two) Eligible EPC Criteria Projects, submitting forms as per Appendix 1 – Annex II for each Eligible EPC Criteria Project, and achieve an EPC Technical Score equal to or greater than 30 points.
- (c) EPC Technical Score shall be calculated as follows:
 - i. 20 (twenty) points will be awarded for one Eligible EPC Criteria Project submitted, 25 (twenty five) points will be awarded for two Eligible EPC Criteria Projects submitted and 30 (thirty) points will be awarded for three Eligible EPC criteria projects submitted.
 - ii. 10 (ten) points will be awarded for one Eligible EPC Criteria Project, 12 (twelve) points will be awarded for two Eligible EPC criteria projects and 15 (fifteen) points will be awarded for three Eligible EPC criteria projects submitted which are for an Elevated Highway project with a minimum length of 01 (one) kilometer.
 - iii. 3 (three) points will be awarded for each Eligible EPC Criteria Project submitted that has been/is being delivered by a BOT-or equivalent arrangement where the EPC Nominee held/holds at least 15% of the subscribed and paid up equity relevant Eligible EPC Criteria Project SPV, up to a maximum of 3 (three) Eligible EPC Criteria Projects; and
 - iv. 2 (two) points will be awarded for each Eligible EPC Criteria Project submitted where the relevant Eligible EPC Criteria Project was/is located in Asia¹, up to a maximum of 3 (three) Eligible EPC Criteria Projects.

¹Asia, for the purposes of this EOI and the location of any Eligible EPC Criteria Project shall mean: Afghanistan; Armenia; Australia; Azerbaijan; Bangladesh; Bhutan; Brunei Darussalam; Cambodia; People's Republic of China; Cook Islands; Fiji; Georgia; Hong Kong, China; India; Indonesia; Japan; Kazakhstan; Kiribati; Republic of Korea; Kyrgyz Republic; Lao People's Democratic Republic; Malaysia; Maldives; Marshall Islands; Federated States of Micronesia; Mongolia; Myanmar; Nauru; Nepal; New Zealand; Pakistan; Palau; Papua

(d) An Eligible EPC Criteria Project is a project:

- i. involving the construction of a highway, expressway or roadway with at least a 4-lane (four-lane) carriageway configuration;
- ii. that was completed and opened to operations during the 10 (ten) years falling prior to and ending on the Application Closing Date;
- iii. with a Reference Total Project Cost of at least USD [75],000,000 (seventy five million US Dollars), provided that the amount of the Reference Total Project Cost shall be inflated using the Relevant Inflation Index from the year in which construction started until the year in which the Application Closing Date falls; and for which the applicable EPC Nominee had primary responsibility for the design, procurement, construction, testing and commissioning obligations and where the aggregate payments made to the EPC Nominee in consideration of its performance of such obligations were equal to no less than 51% (fifty-one per cent) of the Reference Total Project Cost.

4.4 Financial Capacity Requirements

The Applicant must satisfy each of the following requirements (the Financial Capacity requirements”) and achieve a financial score equal or greater than 20 (twenty) points

- 4.4.1** The Applicant’s audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable to MOHE&H, for the last five (5) years shall be submitted.
- 4.4.2** the Applicant must have had a Net Worth(For the purposes of this EOI, “Net Worth” shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders) of at least two hundred and fifty million US Dollars (USD \$250,000,000) (or its equivalent in another currency) at the end of each of the most recent 3 (three) full financial years falling prior to the Application Closing Date, as evidenced by certified copies of audited financial statements;
- 4.4.3** Documentary evidence for third party debt financing secured for Eligible EPC criteria Projects in the past 5 years shall be submitted.
- 4.4.4** Letter of Credit for the proposed Elevated Highway from NKB to Rajagiriya from acceptable financing agency shall be submitted.

4.5 The Applicants shall enclose with its application to be submitted as per the format in Appendix-I, completed Annexes, and the following:

- 4.5.1** Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 10 (ten) years in respect of the Eligible EPC Criteria Projects, per the format as stated in Annex II and Annex III of Appendix I. In case of a contract that has been jointly executed by the Applicant (as part of a Joint Venture), it should further support its claim for the share in work done for that contract by producing a certificate from its statutory auditor or the Client; and
- 4.5.2** Certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions in Section 4.4. Applicant must complete the Financial Forms stated in Annex III of Appendix I.

4.6 The Applicant must submit a Power of Attorney as per the format given in Appendix-II, authorizing the signatory of the Application to represent and irrevocably bind the Applicant. In the case of a Joint Venture, the Members should submit a Power of Attorney in favor of the Lead Member as per the format given in Appendix III. In the event that pursuant to the internal policy of any Applicant or Joint Venture Member, it is not possible for a Joint Venture Member to provide a power of attorney, then MOHE&H may consider the submission of a certified copy of a resolution of the board of directors authorizing the nominated representative on equivalent terms as an acceptable alternative.

4.7 Notwithstanding anything to the contrary contained herein, in the event that the Application Closing Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

4.8 Change in composition of Joint Venture

4.8.1 Change in the composition of a Joint Venture will not be permitted by MOHE&H during the EOI Stage.

4.8.2 Where the Applicant is a Joint Venture, change in the composition of Joint Venture may be permitted by the MOHE&H during the RFP Stage, only where:

- (a) the application for such change is made not later than 14 (fourteen) days prior to the Bid Closing Date;
- (b) the Lead Member continues to be the Lead Member of Joint Venture;
- (c) the substitute is at least equal, in terms of Technical Capacity, and not materially lesser, in terms of Financial Capacity, of the Joint Venture Member who is sought to be substituted;
- (d) Joint Ventures shall continue to meet all Application Requirements; and
- (e) The new Joint Venture Member(s) expressly adopt(s) the Application already made on behalf of Joint Venture as if it were a party to it originally, and is not an Applicant/Joint Venture Member/Associate of any other Joint Venture submitting an Application.

4.8.3 Approval for change in the composition of a Joint Venture shall be at the sole discretion of MOHE&H and must be approved by MOHE&H in writing.

4.8.4 The modified / reconstituted Joint Venture shall submit a revised Joint Bidding Agreement before the Bid Closing Date.

4.9 Responsibility of Applicants

4.9.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process, including but not limited to site visits and inspections, information gathering and appointment of advisors and consultants, preparation and submission of responses to queries or requests for clarification from MOHE&H, attendance to the Pre-Application Conference and subsequent meetings scheduled by MOHE&H.

4.9.2 The MOHE&H will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process and regardless if Application is or isn't made by an Applicant.

4.10 Application Costs

For the purposes of assessing and responding to this EOI, each Applicant may at its own cost:

4.10.1 conduct its own investigation and analysis of the Project and the laws applicable to this EOI, the Bidding Process and the Project;

4.10.2 check the accuracy, reliability and completeness of the information in this EOI; and

4.10.3 obtain independent advice from appropriate sources which may include but shall not be limited to its own independent financial, legal, accounting, engineering, technical or other experts.

4.11 Site visit and verification of information

Applicants are invited to visit the Project site and ascertaining for themselves the site conditions, topography, engineering geology, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and possible improvements in the alignment & design requirements, and any other matters considered relevant by the Applicant.

4.12 Acknowledgement by the Applicant

4.12.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the EOI;
- (b) accepted the EOI and the terms and conditions governing the EOI Stage;
- (c) received all relevant information requested from the MOHE&H;
- (d) acknowledged that it does not have a Conflict of Interest;
- (e) acknowledged and agreed that the MOHE&E shall not be liable to any Applicant or Registered Entity, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including without limitation: the accuracy, adequacy, correctness, completeness or reliability of the EOI or any information contained within it; any omission, mistake or error on the part of a Registered Entity or Applicant; or the MOHE&H's responses to queries or requests for clarifications made by Applicants; or any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way from participating in the Bidding Process, nor shall this be a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided in the Application and in terms hereof.

4.13 Right to accept or reject any or all Applications and Bids

4.13.1 Notwithstanding anything contained in this EOI, MOHE&H reserves the right to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such annulment, and without assigning any reasons thereof.

4.13.2 Notwithstanding anything contained in this EOI, the MOHE&H reserves the right to disqualify any Applicant (and where the Applicant is a Joint Venture, the entire Joint Venture) and/or reject any Application at any time and without any liability or any obligation for such disqualification or rejection, and without assigning any reasons thereof, including, but not limited to, under any of the following circumstances:

- (a) if the Application is deemed to be incomplete, non-responsive, inconsistent, ambiguous for any reason including without limitation, if the Applicant:
 - i. fails to submit the complete Application in the form and in accordance with the requirements set out this EOI;
 - ii. submits an Application that is subject to any conditions or qualifications;
 - iii. if the Applicant does not provide, within the time specified by MOHE&H, the supplemental information sought by MOHE&H for evaluation of the Application; or
 - iv. fails submit the Application by the Application Closing Date.
- (b) if at any time, a material misrepresentation is made or discovered in the Application;
- (c) if any one or more of the Application Requirements are not met by the Applicant;
- (d) if the Applicant(or where the Applicant is a Joint Venture, any member of that Joint Venture):
 - i. provides materially incorrect or false information;
 - ii. has a Conflict of Interest; or
 - iii. has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process or in the bidding process for any other project in the 3 (three) years prior to and ending on the Application Closing Date or is otherwise in breach of the terms of Section 8; or
- (e) if the Applicant or where the Applicant is a Joint Venture, any Joint Venture Member or where the nominee is not an Applicant or Joint Venture Member, an O&M Nominee or EPC Nominee:
 - i. does not have legal capacity to enter into a contract with the MOHE&H;
 - ii. is insolvent, in receivership, bankrupt or being wound up or its business activities are to be suspended or it is to be the subject of legal proceedings for any of the foregoing, or it intends to submit an application for insolvency or liquidation;
 - iii. has been debarred or blacklisted by any international development agency or funding agency such as the World Bank, Asian Development Bank, or other similar multinational organization during the 5 (five) years prior to and ending on the Application Closing Date.

4.13.3 MOHE&H reserves the right to verify all statements, information and documents submitted by the Applicant in response of EOI. Any such verification or lack of such verification by MOHE&H shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MOHE&H there under.

5. DOCUMENTS

5.1 Contents of EOI

EOI comprises of the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Section 5.2.

Section 1. Disclaimer
Section 2. Project Overview
Section 3. Brief Description of the Bidding Process
Section 4. Eligibility of Applicants
Section 5. Documents
Section 6. Submission of Application
Section 7: Evaluation Process
Section 8: Fraud & Corrupt Practices,
Section 9: Miscellaneous
Appendices

- I. Letter comprising the Application
 - Annex I Details of Applicant
 - Annex II Technical Capacity Forms
 - Annex III Financial Capacity Forms
 - Annex IV Statement of Legal Capacity
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Joint Venture
- IV. Joint Bidding Agreement for Joint Venture
- V. Evaluation
- VI. Project Description
- VII. Country Background

5.2 Requests for Clarification:

- 5.2.1** Applicants may ask any question or request any clarification with regards to this EOI, or make any suggestion for consideration by MOHE&H in writing by e-mail and/or letter to the following e-mail or address, no later than the Last date for receiving queries from the EOI Stage as stated in Section 3.1.4

Project Director
Elevated Highways Project
Road Development Authority
No 200,PannipitiyaRoad
Battaramulla
Sri Lanka
Email: rdapaehp@hotmail.com

Tel.: +94-011-2882992 / 2889533

- 5.2.2** Notwithstanding the foregoing, the MOHE&H may choose, at its absolute discretion, to accept submission of any further questions, requests for clarification and/or suggestions at any later time.

- 5.2.3** All queries and/or requests for clarification that are submitted by e-mail shall be submitted by the Registered Entity to the MOHE&H in MS Word format. If any query or request for clarification is delivered by way of letter, a copy of the query or request for clarification shall also be submitted by the Registered Entity to the MOHE&H by email in MS Word format and in case of any discrepancy between copies delivered by letter and those delivered by e-mail, the latter shall prevail. Applicants shall use the following template for submission of queries or requests for clarification:

Subject	Submission of queries and/or requests for clarification in respect of the EOI issued for the development of Phase I from New Kelani Bridge (NKB) to Rajagiriya through a proposed Build, Operate and Transfer (BOT) basis (the "Project").		
Defined Terms	Unless otherwise defined, capitalized terms used in this submission shall have the meaning as given to them in the EOI.		
Date of submission	[Insert date of submission]		
Registered Entity	[Insert name of Applicant]		
Ref No	Section of the EOI	Question / Request for clarification	Proposed drafting amendment (if any)

- 5.2.4** MOHE&H will share by email, all the queries and its responses thereto, with all Applicants, without identifying the source of the questions.
- 5.2.5** MOHE&H may, at its sole discretion, elect not to respond to any question, provide any clarification or consider any suggestion (including those raised before, during or after the Pre-Application Meeting), and nothing in this EOI shall be taken to or be read as compelling or requiring MOHE&H to give any response.

5.3 Amendments to the EOI

- 5.3.1** Prior to the Application Closing Date, the MOHE&H may, either on its own motion, or in response to any clarification or for any other reason whatsoever, provide interpretations, amendments, corrections and/or clarifications to this EOI issued as an Addendum.
- 5.3.2** Applicants will be notified of any Addenda by email. In order to allow the Applicants a reasonable time for taking an Addendum into account, or for any other reason, MOHE&H may, at its sole discretion, extend the Application Closing Date. Verbal clarifications and information given by MOHE&H or its employees or representatives shall not in any way or manner be binding upon MOHE&H.

6. SUBMISSION OF APPLICATION

6.1 Language

The Application and all correspondences and documents in relation to EOI shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent pages in the English language, duly authenticated by the authorized notary. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

6.2 Format and signing of Application

6.2.1 The Applicant shall provide all the information sought under this EOI in the formats given in the Appendices I to IV of the EOI along with relevant additional supporting documents. MOHE&H will evaluate only those Applications that are received in the required formats and complete in all respect. MOHE&H may reject incomplete or conditional Applications.

6.2.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to the EOI) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with Documents required to be submitted along therewith pursuant to this EOI, marked "COPY". The Applicant shall also provide 1 (one) soft copy on a Compact Disc (CD) in electronic format. In the event of any discrepancy between the original, the copy and the CD copy, the original shall prevail.

6.2.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be properly bound together.

6.3 Sealing and Marking of Applications

6.3.1 The Applicant shall submit the Application in the format specified in Appendix-I, together with the documents specified in Section 6.3.2, and seal it in an envelope and marked the envelope as "APPLICATION". The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marked the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Section 6.3.3 and Section 6.3.4.

6.3.2 Each envelope shall contain:

- (a) Application in the prescribed format (Appendix I) along with Annexes and supporting documents;
- (b) Power of Attorney for signing the Application as per the format in Appendix II; if applicable, the Power of Attorney for Lead Member of Joint Venture as per the format given in Appendix III;
- (c) Joint Bidding Agreement, in case of a Joint Venture, substantially as per the format given in Appendix IV;

- (d) Certified copy of Memorandum and Articles of Association, if the Applicant is an incorporated body, and if a partnership then a copy of its partnership deed;
- (e) Certified copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (f) Any other sector or project-specific requirement that may be specified by MOHE&H.

6.3.3 Each of the envelopes shall clearly bear the following identification:

“Application for Short listing (EOI Stage): Construction of Four Lane Elevated Highway Phase I from NKB to Rajagiriya on Build, Operate and Transfer (BOT) basis”

and shall clearly indicate the name and address of the Applicant. In addition,

“Do not Open before 24.08.2017(Application Closing Date)”

should be indicated on the right-hand corner of each of the envelope.

6.3.4 Each of the envelopes shall be addressed to:

The Chairman
Cabinet Appointed Negotiation Committee (CANC)
C/O Secretary, Ministry of Higher Education and Highways
8th Floor, Maganeguma Mahamedura,
No 216, Denzil Kobbekaduwa Mawatha
Battaramulla,
Sri Lanka.

6.3.5 If the envelopes are not sealed and marked as instructed above, MOHE&H assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any suffered by the Applicant. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

6.4 Application Closing Date

Applications should be submitted on or before **14.00** hours Sri Lanka Time on 24.08.2017, at the address provided in Section 6.3.4 in the manner and form as detailed in this EOI. MOHE&H may, at its sole discretion, extend the Application Closing Date in accordance with Section 5.3.

6.5 Late Applications

Applications received by MOHE&H after the specified time on the Application Closing Date shall not be eligible for consideration and shall be rejected.

6.6 Modifications/ substitution/ withdrawal of Applications

6.6.1 An Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by MOHE&H prior to the Application Closing Date and time.

6.6.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 6.3, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

6.6.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Closing Date shall be disregarded.

6.7 Currency amounts

6.7.1 All figures in currency amounts for any part of an Application shall be submitted in USD.

6.7.2 The exchange rate in the event that the Applicants need to convert foreign currency amounts to USD, shall be those rates listed as the midpoint bid rate on www.oanda.com/currency/historical-rates as on the date of the issue of the EOI. The Applicant must state the relevant currency and the exchange rate applied for any converted sums.

6.7.3 The MOHE&H reserves the right to make arithmetical corrections in respect of all figures contained in any Application if there is an arithmetical error.

6.7.4 In the event of any discrepancy between any amount in words and figures, the amount in words shall prevail.

7. EVALUATION PROCESS

7.1 Opening and Evaluation of Applications

7.1.1 MOHE&H shall open the Applications on the Application Closing Date stated in Section 6.4 at the address specified in Section 6.3.4 and in the presence of the Applicants who choose to attend. But their absence will not impede the opening of Applications.

7.1.2 Applications for which a notice of withdrawal has been submitted in accordance with Section 6.6 shall not be opened.

7.1.3 Applications will be subsequently examined and evaluated in accordance with this EOI.

7.1.4 Applicants are advised that MOHE&H’s selection of Shortlisted Bidders will be entirely at the discretion of MOHE&H. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the evaluation or selection process will be given.

7.1.5 Any information contained in the Application shall not in any way be construed as binding upon MOHE&H, its agents, successors or assignees, but shall be binding against the Applicant if the Project is subsequently awarded on the basis of the Application and this EOI.

7.1.6 MOHE&H reserves the right not to proceed with the EOI Stage at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

7.1.7 If any information furnished by an Applicant is found to be incomplete, or contained in formats other than those specified herein, MOHE&H may at its sole discretion, exclude the relevant project from evaluation of the Application.

7.1.8 In the event that an Applicant claims credit for an Eligible EPC Criteria Project, and such claim is determined by MOHE&H as incorrect or erroneous, MOHE&H shall reject such claim and exclude that project from the computation of the Applicant's EPC Technical Score. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application in accordance with the provisions of this EOI.

7.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Shortlisted Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process. MOHE&H will treat all information, submitted as part of Application, in confidentiality. MOHE&H will not divulge any such information unless it is directed to do so by any legal entity that has the power under law to request its disclosure or is to enforce or assert any right or privilege of the legal entity and/ or MOHE&H or as may be required by law or in connection with any legal process.

7.3 Responsiveness

7.3.1 Prior to evaluation of Applications, MOHE&H shall determine whether each Application is substantially responsive to the requirements of the EOI document. An Application shall be considered responsive only if:

- (a) it is received as per format given in Appendix I.
- (b) it is received by the Application Closing Date including any extension thereof pursuant to Section 6.4;
- (c) it is signed;
- (d) it is accompanied with Power of Attorney as specified in Section 6.3.2.b
- (e) it contains all the information and documents as requested in this EOI;
- (f) it contains information in formats same as those specified in this EOI;
- (g) it contains certificates from its statutory auditors in the formats specified in Appendix I – Annex II of the EOI for each Eligible EPC Criteria Project, as applicable;
- (h) it is accompanied by the Joint Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Section 4.2.1.h.viii
- (i) it does not contain any condition or qualification or reservation; and
- (j) it is not non-responsive or non-compliant in terms hereof.

7.3.2 MOHE&H reserves the right to reject any Application which is nonresponsive/non-compliant and no request for alteration, modification, substitution or withdrawal shall be entertained by MOHE&H in respect of such Application.

7.4 Clarifications

7.4.1 To facilitate the evaluation of Applications, MOHE&H may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by MOHE&H for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

7.4.2 If an Applicant does not provide clarifications sought under Section 7.4.1 above within the prescribed time, its Application may be rejected. In case the Application is not rejected, MOHE&H may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MOHE&H.

7.4.3 An Applicant shall not be permitted to make amendments to its original Application in the form of a clarification.

7.4.4 The MOHE&H reserves the right to verify all statements, information, references and documents submitted by the Applicant in response to this EOI, including by way of reference checks. The MOHE&H may rely on and consider any information obtained from any reference or source in connection with any Application and it may further apply any such information in evaluating the applicable Application. Failure of the MOHE&H to undertake any such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the MOHE&H.

7.5 Shortlisting of Bidders

7.5.1 Short listing and notification

After the evaluation and scoring of EOI Applications, MOHE&H will prepare a list of Shortlisted Bidders who will be eligible for participation in the RFP Stage. At the same time, MOHE&H will notify the other Applicants that they have not been short listed. MOHE&H will not entertain any query or clarification from Applicants who failed to be short listed.

7.5.2 Submission of RFP Document

Only Shortlisted Bidders shall be invited by MOHE&H to submit bids in the form and manner set out in the RFP documents for the Project.

7.5.3 Proprietary data

All documents and other information supplied by MOHE&H or submitted by an Applicant to MOHE&H shall remain or become the property of MOHE&H. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. MOHE&H will not return any Application or any information provided with the Application or in response to the EOI.

7.5.4 Correspondence with the Applicant

Except as provided in this EOI, MOHE&H shall not entertain any correspondence from any Applicant in relation to the acceptance or rejection of any Application.

7.6 Evaluation parameters

7.6.1 Following its initial review of completeness and compliance as set out in Section 7.3.1, the MOHE&H will proceed to conducting its evaluation of those Applications that are not rejected.

- 7.6.2** The MOHE&H shall first evaluate each Application in accordance with Sections 4.2, 4.3 and 4.4 to determine if the Application Requirements have been satisfied. An Application will be given an overall rating of "Satisfactory", if each of Legal Requirements, Technical Capacity Requirements and Financial Capacity Requirements are rated "Satisfactory". An Applicant will be disqualified if any Application Requirement is marked "Not Satisfactory".
- 7.6.3** Those Applications that are Satisfactory, in accordance with Section 4, will then be evaluated, scored and ranked on the basis of the scoring criteria as outlined in Appendix V: Evaluation. Applications will be scored up to a maximum of 60 points for Technical Capacity and 40 points for Financial Capacity, with an overall possible maximum points of 100.

In order of the highest ranking Applications, up to Nine Applications shall be shortlisted by MOHE&H to submit a Proposal in response to the RFP Stage as "Shortlisted Bidders. In the event of a tie in the EPC Technical Scores of 2 (two) or more Applicants, the Eligible EPC Criteria Projects with the highest Reference Total Project Costs submitted for each of the four EPC Technical Score sections of the EPC Criteria (Section 4.3.3.c.i, Section 4.3.3.c ii, Section 4.3.3.c iii, and Section 4.3.3.c iv) for each of the tied Applicants shall be summed and calculated and the tied Applicant with the higher aggregate Reference Total Project Cost shall be ranked higher.

8. FRAUD AND CORRUPT PRACTICES

- 8.1** Anticorruption related laws require that government officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under MOHE&H contracts (including any prospective Applicant), observe the highest standard of ethics during the procurement and execution of such contracts. For the purposes of this EOI, the terms set forth below as follows:
- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (e) "obstructive practice" means: deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede MOHE&H investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of MOHE&H's inspection and audit rights provided for under Section 8.7.

- 8.2** MOHE&H will reject an Application if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Project or any contract in question.
- 8.3** MOHE&H will sanction a firm or individual (including any prospective Applicant), including declaring ineligible for a stated period of time, to award a GOSL contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a contract.
- 8.4** A prospective Applicant or any other entity shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
- (a) give or propose improper inducement directly or indirectly,
 - (b) distortion or misrepresentation of facts,
 - (c) engaging in corrupt or fraudulent practice or involving in such act,
 - (d) interference in participation of other competing bidders,
 - (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive MOHE&H or any other relevant governmental authority of GOSL the benefit of open competitive bid price,
 - (g) contacting MOHE&H or any other relevant governmental authority of GOSL with an intention to influence MOHE&H or any other relevant governmental authority of GOSL with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
- 8.5** Without prejudice to any other rights of MOHE&H may **blacklist** an Applicant for a period of one (1) to three (3) years for its conduct on the following grounds and seriousness of the act committed by any Applicant:
- (a) if convicted by a court of law in a criminal offence which disqualifies any such Applicant from participating in the contract for this Project or any other contract (as determined by such court),
 - (b) if it is established that the contract agreement signed by the Applicant was based on false or misrepresentation of Applicant's qualification information,
- 8.6** An Applicant declared blacklisted, shall be ineligible to bid for a contract during the period of time determined by MOHE&H.
- 8.7** The Applicant shall permit MOHE&H to inspect the Applicant's accounts and records relating to the performance of the Applicant and to have them audited by auditors appointed by MOHE&H, if so required by MOHE&H.

MISCELLANEOUS

- 9.1** The EOI and EOI Stage shall be governed by, and construed in accordance with, the laws of Sri Lanka and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI and EOI Stage. The 1998 Guidelines Part II for Private Sector Investment shall provide the framework for the Bidding Process, subject to any Cabinet-endorsed changes which may be approved for this Project.
- 9.2** It shall be deemed that by submitting the Application, the Applicant agrees and releases MOHE&H, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and and/ or in connection with the Bidding Process and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX I

Letter Comprising the Application for EOI

.....Date:

.....

.....

Sub: Application for EOI for Construction of Four Lane Elevated Highway from NKB to Rajagiriya(Phase1 of the Elevated Highway from NKB to Athurugiriya)on Build, Operate and Transfer (BOT) basis

Dear Sir,

With reference to your EOI document dated,... I/we, having examined the EOI document and understood its contents, hereby submit my/our Application for Short listing for Elevated highway from NKB to Rajagiriya project.

1. I/ We acknowledge that MOHE&H will be relying on the information provided in the Application and the documents accompanying such Application for short listing of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV of Appendix I is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of Shortlisting as a Bidder for the design development, procurement, financing, construction, operation, revenue collection and maintenance, transfer of NKB to Rajagiriya Project at the end of Concession.
3. I/ We shall make available to MOHE&H any additional information it may find necessary or require to supplement or authenticate this Application.
4. I/ We acknowledge the right of MOHE&H to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no significant reservations to the EOI document, including any Addendum issued by MOHE&H.
 - (b) I/ We do not have any conflict of interest in accordance with Section 4.2.1.d of the EOI document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, or obstructive practice, as defined in Section 8 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with MOHE&H or any other public sector enterprise or any Government; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 8 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, collusive practice, or obstructive practice.
7. I/ We understand that you may cancel the EOI Stage at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to RFP Stage for the Project, without incurring any liability to the Applicants, in accordance with Section 4.13.1; 7.1.6 of the EOI document.
8. I/ We believe that we/ our Joint Venture/ proposed Joint Venture satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the EOI document and are/ is qualified to submit a Bid.
9. I/ We declare that we/ any Member of Joint Venture are not a Member of a/ any other Joint Venture applying for short listing.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of Sri Lanka, we/ any Member of Joint Venture have not been charge-sheeted by any agency of a Government, or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of Joint Venture.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI document; we shall intimate MOHE&H of the same immediately.
14. The Statement of Legal Capacity as per format provided in Annex-IV in Appendix-I of the EOI document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix II and III respectively of the EOI document, are also enclosed.
15. I/ We understand that the selected Shortlisted Bidder shall incorporate in Sri Lanka prior to execution of the Concession Agreement.
16. I/ We hereby confirm that we are in compliance with the O&M Criteria of the EOI, and pursuant to Section 4.3.2 if I/we have a nominated contractor as an O&M Nominee, I/we may be required to execute an agreement, for a period of at least 5 (five) years from the commencement of operations, with an entity having experience to undertake performance of O&M obligations, or shall engage experienced and qualified personnel for discharging all O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable for termination.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MOHE&H in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the EOI document.
19. I/ We certify that in terms of the EOI, my/our Net Worth is USD. (USD in words).
20. I/ We agree that matters not covered in this EOI document shall be in accordance with the governing law of the Democratic Socialist Republic of Sri Lanka. The 1998 Guidelines Part II for Private Sector Investment shall provide the framework for the Bidding Process, subject to any Cabinet-endorsed changes which may be approved for this Project.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Closure in accordance with the Concession Agreement.
In witness thereof, I/ we submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

.....
Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Joint Venture Member

Appendix I - Annex I –Applicant’s General Information

To be completed by Single Entities and Joint Ventures with the required documentation.

Details of Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the MOHE&H:
 - (a) Name:
 - (b) Designation: (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. Bidder’s authorized representative
 - (a) Name:
 - (b) Address:
 - (c) Phone Number:
 - (d) Fax Number:
6. In case of single entity, attach are a certified copy of original Article of Incorporation or constitution of the legal entity named above.
7. In case of a Joint Venture (Joint Venture):
 - (a) Information above (1-4) should be provided for all Members of Joint Venture.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Section 4.2.1.h.viii should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

No.	Name of Member	Role* {Refer Section 4.2.1.h.v}	Percentage of equity in Joint Venture {Refer Section 4.2.1.h}
1			
2			
3			

(d) The following information shall also be provided by the Applicant or each Joint Venture Member:

No.	Criteria	Yes	No
1.	In the last three years, has the Applicant or any member of Joint Venture, failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, or been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach on its part?		
2.	If the answer to 1 is yes, does any suspension subsist on the Application Closing Date?		
3.	Has the Applicant/ a member of Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

8. A statement by the Applicant and each of the Members of Joint Venture (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date:

(Signature, name and designation of the Authorized Signatory)

CONTRACT NON-PERFORMANCE

[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]

Applicant's Legal Name: _____

Non-Performing Contracts Requirements			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current equivalent value in US\$)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance:	
Pending Litigation			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current equivalent in US\$)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Date: _____

Joint Venture Partner Legal Name: _____

EOI No. and title: _____

Page _____ of _____ pages

Date: _____ (Signature, name and designation of the Authorized Signatory)

Appendix - I Annex II - Technical Capacity Forms

EPC Criteria Form

Item	Particulars of the Project
Eligible EPC Criteria Project Number [1,2,3,4....]	
Project Name& description of the project [Include type: Highway, roadway or expressway]	
EPC Nominee for this Eligible EPC Criteria Project: [Applicant, Lead Member/JV member, or Associate of Applicant, Lead Member of JV Member] Confirm that EPC Nominee had primary responsibility for design, procurement, construction, testing and commissioning obligations and where the aggregate payments made to the EPC Nominee in consideration of its performance of such obligations were equal to no less than 51% (fifty one per cent) of the Reference Total Project Cost?	
Project Technical Details (Including but not limited to, # of lanes and carriageway configuration, length (m), controlled access, toll equipment/plazas etc...)	
Entity for which the project was constructed/developed	
Location of Eligible EPC Criteria Project	
Reference Total Project Cost (in US\$ million) [Must be > USD 75 million]	
Date of commencement of project/ contract	
Date of completion/commissioning/opening of operations	
EPC Nominee delivered the Eligible EPC Criteria Project under PPP scheme? [Yes/No - BOT, BTO, BFBOT, BOO or BOOT etc...]. Provide Project Company Name and equity shareholding held by EPC Nominee (with period during which equity was held), if any.	
Third-party debt financing for Project [If EPC Nominee/ Project Company secured project financing from third party, describe the nature of financing arrangement (non-recourse? guaranteed?), amount (USD) and name the financing provider/lender(s) and financing % for each.	
Elevated Highway [Yes/no]? If yes, state the elevated length [meters]?	

Signature: _____

(Signature, name and designation of relevant EPC Nominee)

Instructions:

1. Applicants are expected to provide information in respect of Eligible EPC Criteria Projects in this form. The projects cited must comply with the eligibility criteria specified in Section 4.3.3 of the EOI. Information provided in this section is intended to serve as proof of information provided in the Application.
2. Separate pages/forms should be filled for each Eligible EPC Criteria Project to be submitted.
3. Certified copies of completion certificates issued by the project client shall be attached for each Eligible EPC Criteria Project.
4. Certificates per format below from the Applicant's statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 10 (ten) years in respect of Eligible EPC Criteria Project, per Section 4.3.3.

Certificate from Statutory Auditor/ Client regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that *(name of the Applicant/ Joint Venture Member/ Associate)* was engaged by *(title of project company)* to execute *(name of Eligible EPC Criteria Project)* for *(nature of Project)*].

The construction of the project commenced on *(date)* and the project was / is likely to be commissioned on *(date)*. It is certified that *(name of Associate/ Applicant/ Joint Venture Member)* received/was paid *(\$amount USD)* by way of payment for the aforesaid construction works.

We further certify that the total estimated Reference Project Total Project Cost, meaning the aggregate actual costs, expenses and fees properly incurred in connection with the design, construction, testing and commissioning of the relevant project and related consultancy fees incurred during the applicable construction period, for *(Eligible EPC Criteria Project)* are/were *(\$amount USD)* of which *(name of Associate/ Applicant/ Joint Venture Member)* received *(\$amount USD)*, which represents more than 51% of the estimated Reference Project Total Project Cost.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

5. Provide the Reference Total Project Cost of the Eligible EPC Criteria Project. Reference Total Project Cost means the aggregate actual costs, expenses and fees properly incurred in connection with the design, construction, testing and commissioning of the relevant Eligible EPC Criteria Project and related consultancy fees incurred during the applicable construction period.

6. In the event that an Associate is acting as an EPC Nominee for an Eligible EPC Criteria Project, as defined in Section 4.2.1.j, the Applicant should also provide a Certificate from Statutory Auditor/ Company Secretary as per the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associates

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Applicant/ Joint Venture Member/ Associate*) is held, directly or indirectly, by (*name of Associate/ Applicant/ Joint Venture Member*).

By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Section 4.2.1.j of the EOI. A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Joint Venture Member and the Associate. In the event the Associate is under common control with the Applicant/Joint Venture Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date

7. It should be noted that Applications without the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

O&M Criteria Form

Applicant's O&M Nominee(s) must have undertaken the operations and maintenance of at least 2 (two) Eligible O&M Criteria Projects.

Item	Particulars of the Project
Eligible O&M Criteria Project [1, 2]	
Project Name & description of the project [Include type: Highway, roadway or expressway]	
O&M Nominee for this Eligible O&M Criteria Project: [Applicant, Lead Member/JV Member, Associate of Applicant/Lead Member/JV Member, or Nominated Contractor]	
Minimum requirements satisfied? (The project is/was 4-lanes or greater, 15kms or longer, at least one toll plaza, and O&M Nominee had primary responsibility for operations and maintenance least 3 (three) of the 5 (five) years falling prior to and ending on the Application Closing Date)	
Technical details (Including but not limited to description of access, # lanes, length, carriageway configuration, elevated or not, structures, operational and maintenance requirements, key performance indicators for operations or maintenance)	
Entity for which the project was operated/maintained	
Location of Eligible O&M Criteria Project	
Eligible O&M Criteria Project's commencement date of operations (date)	
Contract length of O&M contract held by O&M Nominee (Years/Months) – and period (dates)	
Is/was the O&M Nominee an equity holder in the Eligible O&M Criteria Project's SPV? [Yes/No]. If yes, provide name of the SPV and equity shareholding held by O&M Nominee.	
Eligible O&M Criteria Project delivered under PPP scheme (BOT, BTO, BFBOT, BOO or BOOT etc...) [Yes/No]?	

Signature: _____

(Signature, name and designation of relevant O&M Nominee)

Instructions:

1. Applicants are expected to provide information in respect of Eligible O&M Criteria Projects per this Form. The Eligible O&M Criteria Project cited must comply with the eligibility criteria specified in Section 4.3.2.d of the EOI. Information provided in this form is intended to serve as proof of information provided in the Application.
2. Two (2) Eligible O&M Criteria Projects for O&M Criteria are required and separate forms/sheets should be submitted for each.
3. Certificates per format below from the Applicant's statutory auditors or the concerned client(s) stating that the Applicant is/was contracted for O&M works commissioned.

Certificate from Statutory Auditor/ Client regarding Operations and Maintenance works

Based on its books of accounts and other published information authenticated by it, this is to certify that *(name of the O&M Nominee; Applicant/ Joint Venture Member/ Associate/nominated contractor)* was/is contracted by *(title of contracting project company)* for operations and maintenance responsibilities, for *(name of Eligible O&M Criteria Project)* as the primary operator for the period of *(dates)*.

The operations of the *(name of Eligible O&M Criteria Project)* commenced on *(date)*.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date

4. In the event that an Associate is acting as an O&M Nominee for an Eligible O&M Criteria Project, as defined in Section 4.2.1.j, the Applicant should also provide a Certificate from Statutory Auditor/ Company Secretary as per the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associates

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Applicant/ Joint Venture Member/ Associate*) is held, directly or indirectly, by (*name of Associate/ Applicant/ Joint Venture Member*).

By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Section 4.2.1.j of the EOI. A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Joint Venture Member and the Associate. In the event the Associate is under common control with the Applicant/Joint Venture Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of authorised signatory).

Date

5. It should be noted that Applications without the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

Appendix I Annex III - Financial Capacity Forms

Instructions:

1. An Applicant consisting of a single entity should fill in details as per the row titled Single entity. In case of a Joint Venture, row titled Single entity Applicant may be ignored. For each member, the following abbreviations should be used.
2. Suggested Member Codes to indicate roles: LM = Lead Member, TM = Technical Member, FM = Financial Member, OMM = Operation & Maintenance Member; and OM = Other Member.
3. The Applicant/all constituent Joint Venture Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant or Joint Venture Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - (b) have been audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Closing Date falls within 3 (three) months of close of latest financial year, refer to Section 4.7.
5. The applicant shall also provide names and addresses of the Bankers.
6. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Section 4.5 of the EOI document.

A. Summary Financial Capacity of the Applicant –Net Worth

(Refer to Section 4.4 of the EOI)

Applicant type	MemberCode (LM, TM, FM, OMM, OM)	Net Worth (US\$, millions)				
		Year 1	Year 2	Year 3	Year 4	Year 5
Single entity: Applicant -or – Lead Member of Joint Venture						
Joint Venture Member 1						
Joint Venture Member 2						
Joint Venture Member 3						
Joint Venture Member 4						
TOTAL						

B. Financial Information (to be completed by each Applicant/Joint Venture Member)

Applicant's Legal Name:

EOI No. and Title:

Information from Balance Sheet (Equivalent in US\$)						
	Year 1	Year 2	Year 3	Year 4	Year 5	Average
Available Financial Resources (AFR)						
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (NW) NW=TA-TL						
Current Assets as given in the latest audited financial statements (CA)						
Current Liabilities (CL)						
Working Capital (WC) WC=CA-CL						
Information from Income Statement						
Total Revenue (TR)						

C. Name & address of Applicant's Bankers:

Applicants are to submit names, addresses and e-mails of financier counterparts (banks, clients or organizations etc...) as that are familiar with its financial standing. Submissions of names, addresses and e-mails of financier counterparts constitutes the Applicant's approval for MOHE&H to contact these bankers and organizations and inquire about the Applicant's financial soundness.

D. Experience in prior sourcing of third-party project financing

Applicants can demonstrate should they have successfully raised third-party project financing for Eligible EPC Criteria Projects in the 5 (five) year period falling prior to and ending on the Application Closing Date.

The Applicant, Joint Venture Member or Associate must have held at least 15% of the subscribed and paid up equity in the Eligible EPC Project SPV, which was the borrower or recipient of the third-party project financing, during the relevant construction period.

Applicant's Legal Name:**EOI No. and Title:**

Year	Project Name	Reference Total Project Cost and Total third-party project debt financing raised (USD Millions)	Applicant, JV Member or Associate involved; and equity stake held in Eligible EPC Criteria Project SPV	Nature and description of Project Financing arrangement	Third-party Provider(s) of Project Financing

Signature: _____

(Signature, name and designation of Authorized Signatory)

Appendix- I Annex-IV Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Date:

To,

.....

.....

Dear Sir,

We hereby confirm that the Applicant/ Members in Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EOI document.

We agree that (Insert member's name) will act as the Lead Member of our Joint Venture.

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative on behalf of the Joint Venture and has been duly authorized to submit the EOI Application. Further, the authorized signatory is vested with requisite powers and Power of Attorney to submit EOI Application and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX II

APPENDIX II Power of Attorney for Application

Power of Attorney for signature of Application Know all men by these presents, We.....
..... (Name of the firm and address of the registered office) do hereby
irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name),.....
..... presently residing at, who is presently
employed with the Applicant / the Lead Member of Joint Venture and holding the position of
....., as our true and lawful attorney (hereinafter referred to as the
“Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or
required in connection with or incidental to submission of our application for short listing(EOI Stage)
and submission of our Bid for the Development of Four Lane Elevated Highway from NKB to
Rajagiriya on Build, Operate and Transfer (BOT) basis including Financing or being developed by
MOHE&H including but not limited to signing and submission of all applications, bids and other
documents and writings, participate in Pre-Applications and other conferences and providing
information/ responses to the MOHE&H representing us in all matters before the MOHE&H, signing
and execution of all contracts including the Concession Agreement and undertakings consequent to
acceptance of our bid, and generally dealing with the MOHE&H in all matters in connection with or
relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the
entering into of the Concession Agreement with the MOHE&H.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and
things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the
powers conferred by this Power of Attorney and that all acts, deeds and things done by our said
Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been
done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OFfor
.....

.....
(Signature, name, designation and address)

Witnesses:

1. (Notarized)
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

APPENDIX III- Power of Attorney for Lead Member

Whereas the Ministry of Higher Education and Highways of the Government of the Democratic Socialist Republic of Sri Lanka (“MOHE&H”) has invited applications from interested parties for the Development of Four Lane Elevated Highway from NKB to Rajagiriya on Build, Operate and Transfer (BOT) basis including Financing(“Project”).

Whereas,.....
.....and..... (collectively the “Joint Venture (Joint Venture)”) being Members of Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the EOI document, Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, i) M/s.....having our registered office at
ii) M/s..... having our registered office at, iii) M/s..... having our registered office at, and iii) M/s..... having our registered office at, (hereinafter collectively referred to as the Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of Joint Venture, as the Lead Member and true and lawful attorney of Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of Joint Venture and any one of us during the bidding process and, in the event Joint Venture is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the short listing of Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of Joint Venture and generally to represent Joint Venture in all its dealings with MOHE&H, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of Joint Venture’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with MOHE&H.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF

For

Signature.....

(Name & Title)

For Signature)

(Name & Title)

For

(Signature).....

(Name & Title)

Witnesses:

1.

2.

(To be executed by all the Members of Joint Venture)

Notes: The document shall be notarized by a notary in the jurisdiction where the Power of Attorney has been executed.

APPENDIX IV- Joint Bidding Agreement

THIS JOINT BIDDING AGREEMENT is entered into on this the ... day of20.....

AMONGST

{..... Limited, a company incorporated under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

1. {..... Limited, a company incorporated under the}) and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the}) and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3. {..... Limited, a company incorporated under the} and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

[The number of Parties will be shown here, as applicable, subject however to a maximum of five].

WHEREAS,

- (A) Ministry of Higher Education and Highways of the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as “MOHE&H”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Notice for Expression of Interest (EOI) No. dated (the “EOI”) for short listing of bidders for Development of Four Lane Elevated Highway from New Kelani Bridge to Rajagiriya on Build, Operate and Transfer (BOT) basis including Financing(“Project”).
- (B) The Parties are interested in jointly bidding for Project as members of a Joint Venture (Joint Venture) and in accordance with the terms and conditions of the EOI document and other relevant bid documents in respect of the Project, and
- (C) It is a necessary condition under the EOI document that the members of Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI document.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (Joint Venture) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the EOI/ Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event Joint Venture is declared the selected Bidder and awarded the Project, it shall form a Joint Venture in conformity with the prevailing Laws of Sri Lanka for entering into a Concession Agreement with MOHE&H and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of Joint Venture during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of Joint Venture shall become effective;
- b) Party of the Second Part shall be {the Technical Member of Joint Venture;}
- c) Party of the Third Part shall be the {Financial Member of Joint Venture; and}
- d) Party of the Fourth Part shall be the {Operation and Maintenance Member/ Other Member of Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EOI document, RFP Document and the Concession Agreement if available, till such time as the Financial Closure of the Project is achieved under and in accordance with the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - I. require any consent or approval not already obtained;
 - II. violate any Applicable Law presently in effect and having applicability of it;
 - III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - IV. violate any clearance, permit, concession, grant, license or
 - V. other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - VI. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of Sri Lanka.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without prior written consent of the MOHE&H.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTEDAND
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

For and on behalf of
LEAD MEMBER by:

Signature :
Name :
Designation :
Address :

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THIRD PART

Signature :
Name :
Designation :
Address :

SIGNED, SEALED AND
DELIVERED

For and on behalf of
SECOND PART

Signature :
Name :
Designation:
Address :
.....

SIGNED, SEALED AND
DELIVERED

For and on behalf of
FOURTH PART

Signature :
Name :
Designation :
Address :
.....
.....

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Address	:	Address	:

In the presence of:

Notes:

- Joint Bidding Agreement should attach a copy of the extract of the documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
- Joint Bidding Agreement executed and issued overseas, the document shall be notarized by the Embassy of Sri Lanka or an appropriate notary in the jurisdiction where the Power of Attorney has been executed.

APPENDIX V – Evaluation Criteria and Scoring

Application Requirements:

APPLICATION REQUIREMENTS	Satisfactory / Satisfactory	Not
Legal Requirements (Section 4.2)		
Technical Capacity Requirements (Section 4.3)		
• Contractual Performance Criteria (Section 4.3.1)		
• O&M Criteria (Section 4.3.2)		
• EPC Criteria (Section 4.3.3)		
Financial Capacity Requirements (Section 4.4)		
• Net Worth (Section (Section 4.4.2)		
OVERALL		

Application Scoring:

Applications that receive Satisfactory for all Application Requirements will be eligible for full evaluation and scoring for both Technical and Financial scoring. Once scored, Applications will be ranked by Overall Score.

Technical Evaluation Criteria and Scoring:

Where an Application is Satisfactory, the Technical Capacity of the Application shall be evaluated per the submitted EPC Criteria Forms (Appendix 1, Annex II) for Eligible EPC Criteria Projects per Section 4.3.3, shall be evaluated and scored per the following Technical Evaluation Criteria:

1. Eligible EPC Criteria Projects—as per Section 4.3.3.c.i	
1 Project	20
2 Projects	25
3 Projects	30
Maximum Points	30
 2. Eligible EPC Criteria Projects for elevated highway projects with a length of at least 1 (one) kilometer –as per Section 4.3.3.c ii	
1 Project	10
2 Projects	12
3 Projects	15
Maximum Points	15
 3. Eligible EPC Criteria Projects for projects delivered by BOT scheme or PPP-type of arrangement - Section 4.3.3.c iii	
1 Project	3
2 Projects	6
3 Projects	9
Maximum Points	9

4. Eligible EPC Criteria Projects for projects located in Asia and the Pacific - Section 4.3.3.c iv

1 Project	2
2 Projects	4
3 Projects	6
Maximum Points	6
<hr/>	
TOTAL Maximum Points (Technical)	60

Financial Evaluation Criteria and Scoring (Maximum of 40 points)

Further to Financial Capacity Forms submitted per Appendix I Annex III, and where an Application is Satisfactory, the Financial Capacity of the Application shall be evaluated according to the following Financial Evaluation Criteria:

- Applicant's Net Worth – as stated in Appendix I, Annex III, as per Section 4.4, the Applicant's Net Worth, meaning the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders, at the end of each of the most recent 3 (three) full financial years falling prior to the Application Closing Date, as evidenced by certified copies of audited financial statements;
- Applicant's Average Annual Working Capital – as stated in Appendix I, Annex III, where the Applicant demonstrates access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) with its Average Annual Working Capital for the most recent 5 (five) full financial years falling prior to the Application Closing Date, as evidenced by certified copies of audited financial statements;
- Applicant's experience in securing Third-party Debt financing for any Eligible EPC Criteria Projects in the past 5 years – as stated in Appendix I, Annex III, the Applicant shall demonstrate that it has raised third party debt financing from project in the 5 (five) year period falling prior to and ending on the Application Closing Date.

1. Applicant's Net Worth for each of past 3 years

More than USD 250 Million	8
More than USD 375 Million	12
More than USD 500 Million	16

Maximum Points **16**

2. Applicant's Average Annual Working Capital of past 5 years

More than USD 50 Million	8
More than USD 75 Million	12
More than USD 100 Million	16

Maximum Points **16**

3. Third party debt financing secured for Eligible EPC Criteria Project in the past 5 years

More than USD 150 Million	3
More than USD 300 Million	4

Maximum Points **4**

4. Letter of Credit from acceptable financing
Institution for the project

More than USD 75 Million	3
More than USD 100 Million	4

Maximum Points	4
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TOTAL Maximum Points (Financial)	40
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Overall Score (maximum 100) =

Technical Score (Max 60 points) + Financial Score (Max 40 points)

APPENDIX VI - PROJECT DESCRIPTION

1.0 Technical Background and Objectives

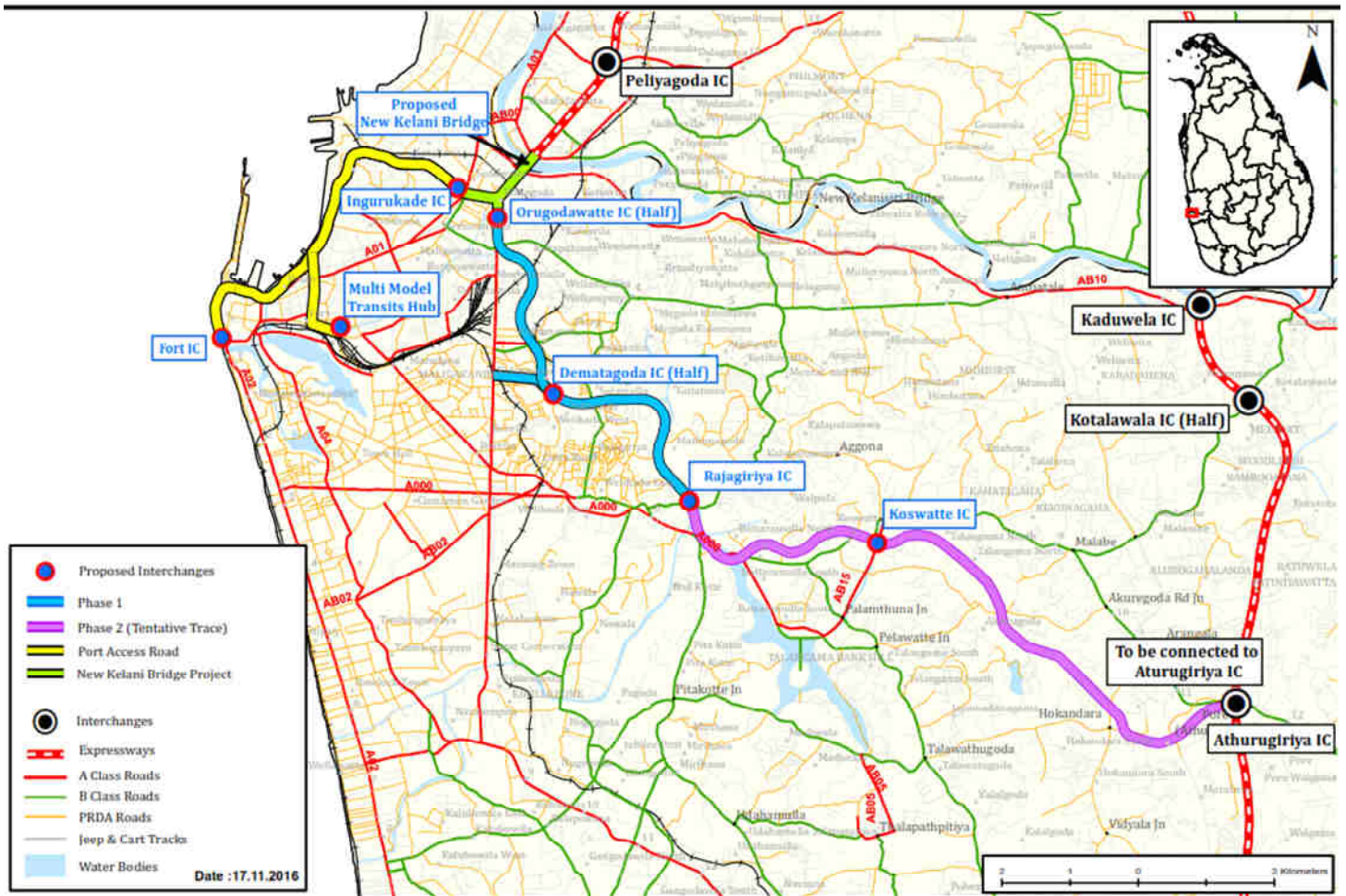
The Government of Sri Lanka (GOSL) plans to extend the Southern Highway towards both further south beyond Matara and northern parts of the country. However, because the Southern Highway ends at Kottawa, which is at peripheral of Colombo city, the traffic from South and North has to join the city traffic within Colombo Area and take equal or more time of travelling from Matara/Kadawatha to Kottawa or from Katunayaka to Peliyagoda to reach last destination in Colombo city. Connecting expressways to the economic, administrative and transport hub in Colombo area has become necessary to improve the overall transport efficiency.

The option of widening existing roads has become extremely difficult due to potentially large scale and acquisition and resettlement requirements. To explore and assess alternative option, elevated highways along major arterial roads and other possible traces along the existing streams or canals or marshy lands towards the Colombo city and administrative area of Battaramulla have been proposed.

Proposed Phase I of the trace of elevated highway starts from NKB and ends at Rajagiriya Interchange with a link to Baseline road at Dematagoda.

Expressway Network Name of Expressway	Section and Length	Opening Year
E-1: Southern Expressway	Kottawa-Galle/Matara: 126km	Nov. 2011 and March 2014
E-2: Outer Circular Highway (OCH)	Kerawalapitiya-Kottawa: 29km	Phases 1 & 2 are in operation, Phase 3 is expected to complete in 2017
E-3 Colombo - Katunayake Expressway (CKE)	Colombo-Katunayake: 25.8km	Oct. 2013
New Kelani Bridge Project	CKE-Orugodawatta & Port Access Road: 1.58km	Committed by JICA
Port Access Highway	NKB-Fort, 5.38km	Committed by ADB
Phase I of NKB-Athurugiriya & OCH	NKB-Rajagiriya: 6.9 km	Proposed
Phase II of NKB-Athurugiriya & OCH	Rajagiriya-Athurugiriya & OCH: 10.4km	Proposed

LOCATION OF PROPOSED ELEVATED HIGHWAY NETWORK



Elevated Highway Network in Colombo Metropolitan Area

2.0 Existing Traffic

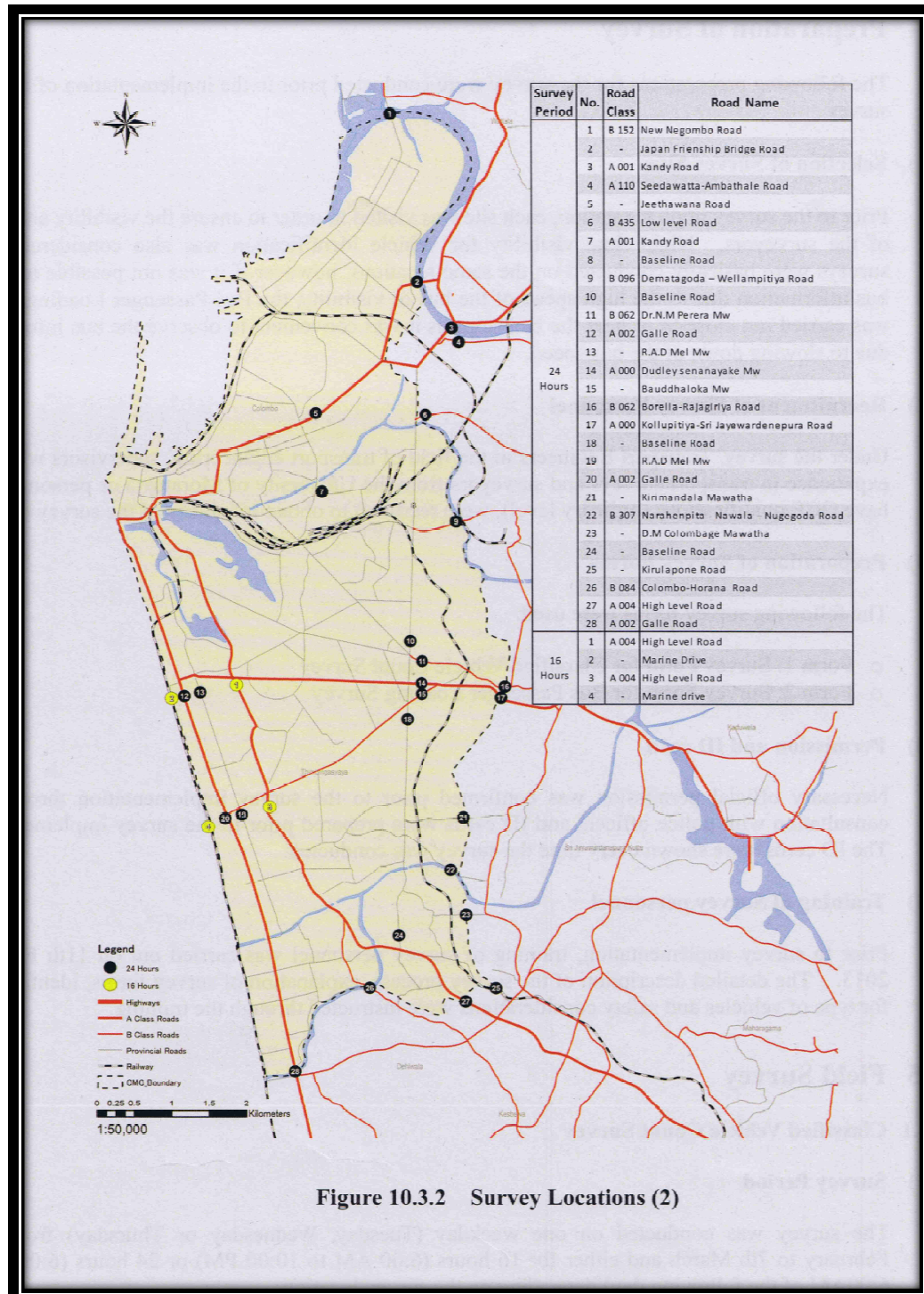


Figure 10.3.2 Survey Locations (2)

ROUTE NO	NAME OF ROAD	KM	ADT in 2013	ADT forecasted to 2016
B 152	New Negombo Road	Loc 1	25,292	28,450
-	Japan Friendship Bridge Road	Loc 2	48,026	54,023
A 001	Kandy Road	Loc 3	95,189	107,075
A 110	Seedawatta-Ambathale Road	Loc 4	19,862	22,342
B 435	Low level Road	Loc 6	32,040	36,041
B 096	Dematagoda - Wellampitiya Road	Loc 9	38,665	43,493
B 062	Borella-Rajagiriya Road	Loc 16	31,787	35,756
A 000	Kollupkiya-Sri Jayewardenepura Road	Loc 17	87,460	98,381
-	KirimandalaMawatha	Loc 21	17,239	19,392
B 307	Narahenpita - Nawala - Nugegoda Road	Loc 22	28,616	32,189
-	D.M ColombageMawatha	Loc 23	9,484	10,668
-	Kirulapone Road	Loc 25	16,088	18,097
B 084	Colombo-Horana Road	Loc 26	41,306	46,464
A 004	High Level Road	Loc 27	44,083	49,587
A 002	Galle Road	Loc 28	48,129	54,139

The location map of traffic count stations

ADT at CMC Entry Points

Hourly variation of 16 hour traffic volume at Rajagiriya shows three (3) peak hours in the morning, noon and evening. Among these three, evening peak hour is the highest. Traffic at Malabe shows two (2) major peak hours in the morning and evening and morning peak hour is the highest.

3.0 Route for the Phase I-NKB to Rajagiriya

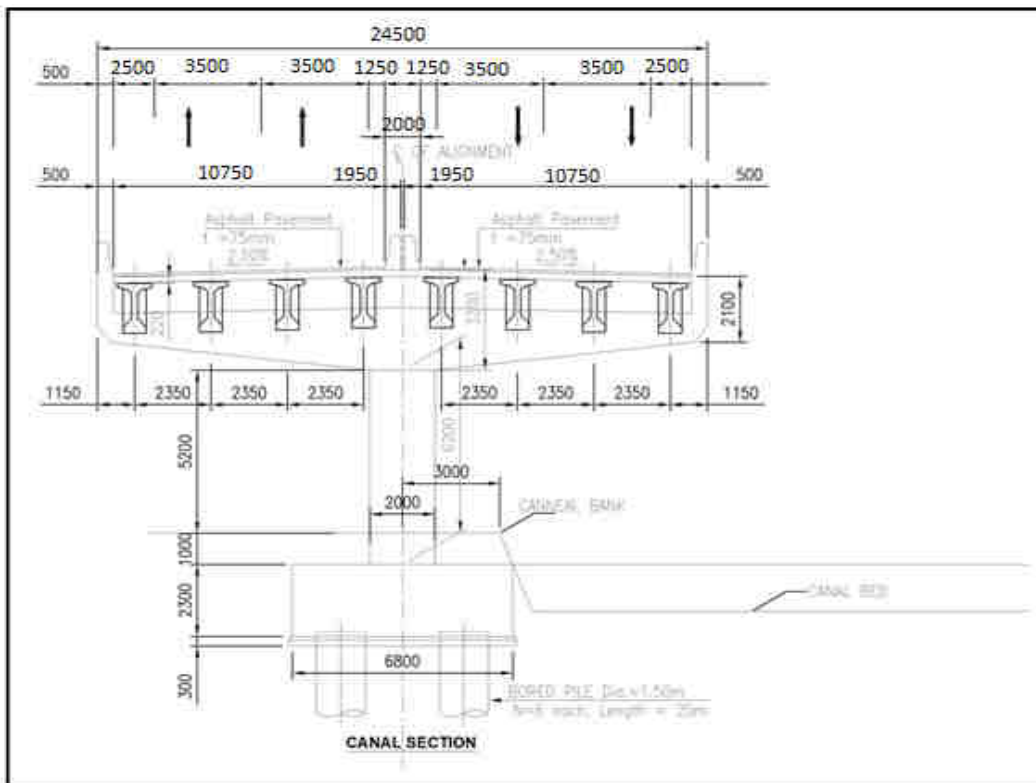
The following factors have been considered in the route.

- 1) Objective of the project is to effectively relieve traffic congestion, substantially reducing travel time from Colombo Fort to Athurugiriya & OCH via Battaramulla in order to connect Expressway network with Colombo City and other regions.
- 2) Proposed trace of Project Phase I originates at Orugdawatta (end of the New Kelani Bridge Project) and ends up at Rajagiriya interchange with a link road to Base Line Road at Dematagoda. Provide optimum number of access ramps for two interchanges at Dematagoda and Rajagiriya to link with existing roads. The elevated highway is to be connected to Phase II of the Project at Rajagiriya.
- 3) Feasibility Studies for Phase I has been Completed. Environmental Impact Assessment is in progress and will be completed and approvals obtained by the RDA for the Project.

4.0 Design Standards

This trace passes through Urban and marshy area. Urban highway's primary function is to transport large volumes of traffic at faster speeds. Therefore, Design Speed of an urban highway is setup at 80km/h. In case of urban highway which passes through highly urbanized and development areas, higher design standards usually require more lands to be acquired, which results in not only high project costs but also difficult and prolonged implementation. Since the geometric design standards for urban elevated highway in Sri Lanka is not defined yet, the standards should be based on AASHTO manual on Policy on Geometric Design of Highways and Streets. Typical cross section of structure is shown below.

Typical Cross Section of Structure (Elevated Highway)



Geometric Design standard are

- a) “A *Policy on Geometric Design of Highways and Streets*,” American Association of State Highway and Transportation Officials (American Association of State Highway And Transportation Officials (AASHTO), 2004&2011(6thEdition).
- b) “*Manual Geometrical Design standards on Roads-1998*”–Road Development Authority Sri Lanka.
- c) “*Geometric Design Standard Manual for Metropolitan Expressway*”2010.

The major factors of geometric design standards that affect project cost, land acquisition and

Construction methods are:

- a) Design Speed,
- b) Lane Width, and Shoulder Width.
- c) Geometric Design Standards and Cross Section

The recommended design speed for Expressway is 80 km per hour. Internationally, the standard lane width is 3.6m. Small width will decrease traffic lane capacity and reduce vehicle traveling speeds. Therefore, the Lane width 3.5 m is recommended to be adopted for the design of expressways.

Traffic demand for expressways in Colombo City is high, thus all traffic lanes will be in use for the most of time in a day. Where shoulder width must be sufficient for safety and other reasons. A broken down vehicle may disrupt traffic on not only in the occupied lane but all lanes in the direction of occupied lane.

The ratio of vehicle mode in the vehicle fleet is high and it is expected that a rate of vehicle break down on an expressway may be high due to various reasons

Providing an outer shoulder can mitigate the effect due to stopping of broken down vehicles. Therefore, it is recommended to construct not only 1.0m outer shoulder but also emergency parking bay/escape shelter at certain intervals should be considered during the detail design stage.

The design criteria for elevated expressway and recommended design parameters are as below.

No	Item	Unit	Standard
1.0	Design speed	Km/h	80
2.0	Vertical clearance	m	5.2
3.0	Site Distance		
3.1	Stopping Distance	m	130
4.0	Cross sectional elements		
4.1	Lane width	m	3.5
4.2	Outer shoulder	m	2.5
4.3	Inner shoulder	m	1.25
4.4	Inner clearance from pier	m	1.25
4.5	Median width	m	2.0
4.6	Cross slope of the carriage way	%	2.5
4.7	Cross slope of the outer shoulder	m	2.5
4.8	Max Super elevation	%	6.0
4.9	Horizontal Elevation based on the radius		
5.0	Horizontal Elements		
5.1	Min. Radius	m	230
5.2	Min curve Length including transition curve	m	240

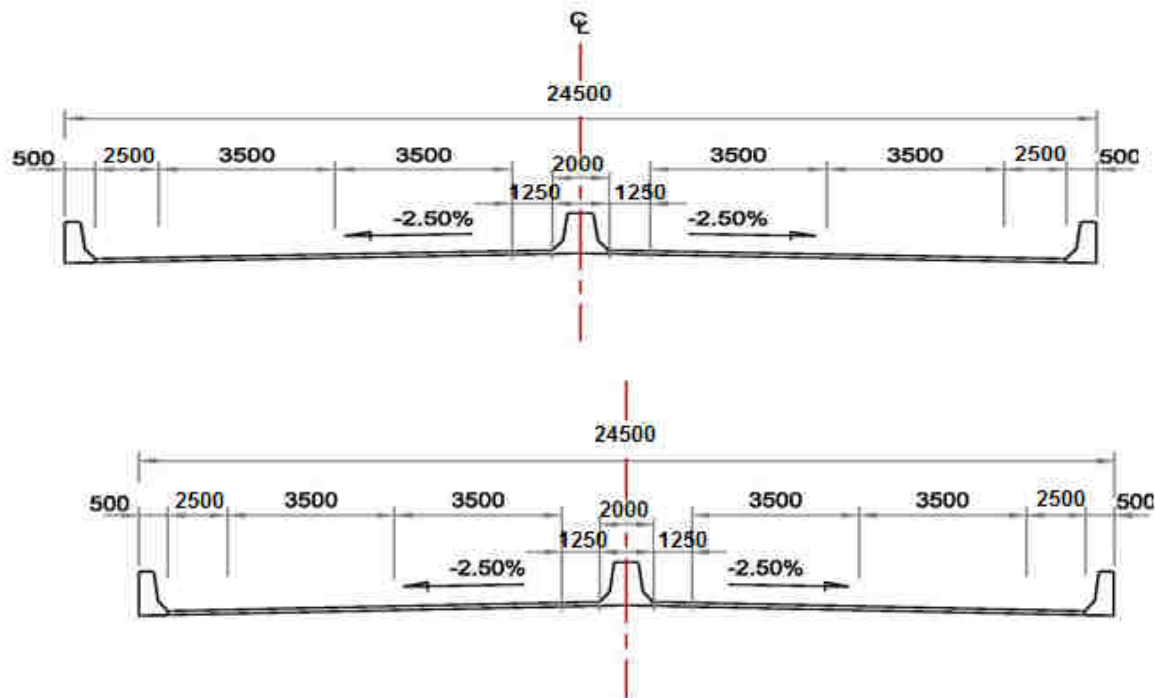
5.3	Min. transition curve length	m	45
5.4	Min. curve Radius not requiring widening	m	700
5.5	Min. radius not requiring for super elevation	m	3500
6.0	Vertical elements		
6.1	Max slope	%	(\pm)4
6.2	Min slope (Drainage slope)	%	(\pm)0.3
6.3	Vertical curve forecast-min K Value		45
6.5	Vertical curve for sag-Min K Value		31

It is very difficult to acquire the land and takes longer time for land acquisition. The proposed elevated expressway should be planned and designed with minimum land acquisition. In order to avoid conflict with other transport mode, the appropriate vertical height should be provided. Elevated highway structure should be acceptable a esthetic a land beautification point of view.

If required, curve widening shall be provided.

Location and structure of the ramps should be convenient for the elevated expressway users.

New Section



Standard Cross Section

This chapter provides a brief overview of topics related to horizontal and vertical curve safety, operation, and curve warning signs. It consists of three parts and examines the safety and operation of horizontal and vertical curves as per the requirement of Expressway with the various warning signs that are used to sign horizontal curves. In consideration of smooth comfortable driving radius of curvature should be more than 250m.

The elevated highway structures should be accommodated as far as possible within the proposed corridor.

The factors considered in selecting the most appropriate types of interchanges included:

- a) Design speed of expressway connecting
- b) Functionality according to traffic volume and highway capacity
- c) Construction cost
- d) Difficulty in R.O.W. acquisition
- e) Topographical feature
- f) Environmental/aesthetic consideration

As for determining minimum distance of interval of IC should be about 2.5km - 5.0km. But in certain condition minimum distance between two interchanges considered could be 1.5m. Location of Interchange for South Link is given in the table below.

Design speed for Ramps of Interchange

No	Name of IC	Station Km	Cross road			Evaluated speed on the Interchange Ramp
			Name	Width (m)	Speed (km/h)	
1	Dematagda IC					
2	Rajagiriya IC		HSBC Road			

There is always demand to provide many access ramps to expressway. While this meets the desires of local traffic in general, it carries many incidental dangers. Ramps closely spaced create congested weaving area and interference. Therefore, adequate spaces between on/off ramps have been provided to avoid that ramps may closely intervene streets.

Land use underneath a viaduct is considered and ramp placement has been carefully planned since ramps usually interfere with land use under via duct.

To maximize the functionality of expressway, locations of on/off ramps have been identified at the best location taking into account the following factors.

- a) Available R.O.W. width for provision of the ramps
- b) Condition of connection roads
- c) Traffic condition and road capacity
- d) Topographical condition
- e) Distance from adjacent ramp
- f) Constructability
- g) Cost
- h) Impact to the vicinity

The types and configuration of each on/off ramp were studied and the following applying design criteria are considered:

- a) **Design Speeds on Interchange**
Different design speeds are applied at different expressways. The design speed for ramp is controlled by the expressway design speed. On the other hand, in case that the ramp will be close to lower speed at grade road, it is designed, at-grade road lower speed taken into consideration and speed controlled at 40km/h.
- b) **At-grade Terminals**
Where a ramp joins at-grade road, an intersection is created and as top sign or traffic signal control is employed. This terminal design is depended on turning requirement conditions at intersection.
- c) **Curvature**
The geometric requirement of curvature for ramps is predicated based on the design speed same as main expressway. Spiral transitions are desirable to fit the desired shape of ramps, to meet site conditions and to fit natural vehicle movement.
- d) **Grade and Profile**
Ramp gradients are directly related to design speed. However, design speed is a general indication of the standards being used, and a gradient for a ramp with a high design speed should be flatter than for one with a low design speed and the maximum slope considered 8% for the design.
- e) **Distance between Successive Ramps**
There would be a need for terminals in required intervals along the through lanes on urban expressway. In such case, a reasonable distance has been given to provide sufficient maneuvering length and adequate space for signing. Spacing between successive outer ramp terminals is dependent on the classification of the interchanges, the function of the ramp combination (entrance or exit) and weaving potential.

Design Criteria for the Ramp and Inter section

No	Item	Unit	Standard
1.0	Design speed	Km/h	40
2.0	Vertical clearance	m	5.2
3.0	Site Distance		
3.1	Stopping Distance	m	50
3.2	Intermediate Site distance	m	
4.0	Cross sectional elements		
4.1	Lane width	m	3.5
4.2	Outer shoulder	m	2.5
4.3	Inner shoulder	m	1.25
4.4	Cross slope of the Carriageway, shoulder	%	2.5
4.5	Max super Elevation	%	6

4.6	Super elevation based on the radius		
5.0	Horizontal Elements		
5.1	Min. radius	m	50
5.3	Min. transition curve length	m	35
5.5	Min. radius not requiring for super elevation	m	900
6.0	Vertical elements		
6.1	Max slope	%	6
6.2	Min vertical curve length	m	40

Design parameter of 2-Directions2-WaysRamps

No	Element of Ramp	Unit	Width
1	Lane width of ramp	m	3.50
2	Shoulder Left and site	m	2.5
3	Shoulder Right and site	m	1.25
4	Guard wall width	m	0.50
5	Total width of the ramp structure	m	16.7

In generally road surface should provide proper storm water drainage to avoid the hazard to motorists. The splash and heavy spray are thrown up by moving vehicle reducing the visibility and rain water on the pavement reduce the friction between tire and road surface. The appropriate drainage facilities will pave the way to eliminate road hazards.

- Rain water precipitated on the elevated road surface between two pier supports spaced at 40.0 min general is collected by longitudinal pipes designed to cater for this flow.
- Flows from the two Nos. longitudinal pipes from both sides of the road are directed to a vertical pipe and a man-hole located at the pier support.
- Flow into this man-hole shall be discharged to the existing drainage system appropriately through pipes laid under the pavement of the existing roadway with the provision of manholes.

Toll Plaza Location According to paten of traffic moment, available space and location of the ramp “Open Barrier System” is the most appropriate with ample right of way (ROW). The figures show recommended type of toll barrier.

Various bridge design standards have been studied for the preparation of the design standard for this Project Study to suit to the Sri Lanka climatic condition, topography, road friction, and road right-of-way existing situation. The Design and load capacity requirements have also been studied for the application of the conceptual design, acceptable in accordance with the international standards requirements.

The applicable design standards being considered in the preliminary engineering design in this Study is as follows:

- a) Geometry Design Standards of Roads (1998)
- b) Bridge Design Manual, RDA (1997)
- c) British Standard BS 5400 Part 2 (2006)
- d) British Standard BS 5400 Part 4 (1990)
- e) British Standard BS 8004 (1986)
- f) Design Standards of Structures (The Outer Circular Highway to the city of Colombo)
- g) American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges 17th Edition 2002 (For AASHTO GIRDER)

Generally the loading shall conform and applied to BS5400 part 2. Bridges should be able to resist the effects of the loads and actions as listed below.

- a) Dead Load/ Superimposed Dead Load
- b) Earth Pressure
- c) Live Loads (BS5400 part 2 1978)
- d) Braking & Traction of vehicles
- e) Water current
- f) Floating debris & impact
- g) Wind
- h) Temperature
- i) Shrinkage & Creep
- j) Differential settlement

Wearing surface should be Asphalt Concrete or Cement Concrete. The pavement shall be designed to stand traffic volume and axle loads over the Concession period plus 5 years for over 90% reliability. Structures shall be designed for BS5400 Part 2 design loading for 120 years design life. Vertical profile of elevated highway shall meet the minimum clearance requirements and to least construction cost.

APPENDIX VII – COUNTRY BACKGROUND

1.1. Introduction

1.1.1 Sri Lanka lies on the Indian Plate, a major tectonic plate that was formerly part of the Indo-Australian Plate. It is in the Indian Ocean southwest of the Bay of Bengal, between latitudes 5° and 10°N, and longitudes 79° and 82°E. Sri Lanka is separated from the Indian subcontinent by the Gulf of Mannar and Palk Strait. According to Hindu mythology, a land bridge existed between the Indian mainland and Sri Lanka. It now amounts to only a chain of limestone shoals remaining above sea level. Legends claim that it was passable on foot up to 1480 AD, until cyclones deepened the channel. Portions are still as shallow as 1 meter, hindering navigation.

1.1.2 The island consists mostly of flat to rolling coastal plains, with mountains rising only in the south-central part. The highest point is Pidurutalagala, reaching 2,524 meters above sea level. The climate is tropical and warm, due to the moderating effects of ocean winds. Mean temperatures range from 17 °C in the central highlands, where frost may occur for several days in the winter, to a maximum of 33 °C in other low-altitude areas. Average yearly temperatures range from 28 °C to nearly 31 °C. Day and night temperatures may vary by 14 °C to 18 °C.

1.1.3 Rainfall pattern is influenced by monsoon winds from the Indian Ocean and Bay of Bengal. The "wet zone" and some of the windward slopes of the central highlands receive up to 2,500 millimeters of rain each year, but the leeward slopes in the east and northeast receive little rain. Most of the east, southeast, and northern parts of Sri Lanka is comprised of the "dry zone", which receives between 1,200 and 1,900 mm of rain annually.

The arid northwest and southeast coasts receive the least amount of rain at 800 to 1,200 mm per year. Periodic squalls occur and sometimes tropical cyclones bring overcast skies and rain to the southwest, northeast, and eastern parts of the island. Humidity is typically higher in the southwest and mountainous areas and depends on the seasonal patterns of rainfall.

An increase in average rainfall coupled with heavier rainfall events has resulted in recurrent flooding and related damages to infrastructure, utility supply and the urban economy.

Sri Lanka has 103 rivers. The longest of these is the Mahaweli River, extending 335 kilometers. These waterways give rise to 51 natural waterfalls of 10 meters or more. The highest is Bambarakanda Falls, with a height of 263 meters. Sri Lanka's coastline is 1,585 km long. Sri Lanka claims an Exclusive Economic Zone (EEZ) extending 200 nautical miles, which is approximately 6.7 times Sri Lanka's land area. The coastline and adjacent waters support highly productive marine ecosystems such as fringing coral reefs and shallow beds of coastal and estuarine sea grasses.

1.1.4 Sri Lanka has 45 estuaries and 40 lagoons. Sri Lanka's mangrove ecosystem spans over 7,000 hectares and played a vital role in buffering the force of the waves in the 2004 Indian Ocean tsunami.

The island is rich in minerals such as ilmenite, feldspar, graphite, silica, kaolin, mica and thorium. Existence of petroleum and gas in the Gulf of Mannar has also been confirmed and the extraction of recoverable quantities is underway.

Lying within the Indomalaya Eco zone, Sri Lanka is one of 25 biodiversity hotspots in the world. Although the country is relatively small in size, it has the highest biodiversity density in Asia. A remarkably high proportion of the species among its flora and fauna, 27% of the

3,210 flowering plants and 22% of the mammals, are endemic. Sri Lanka has declared 24 wildlife reserves, which are home to a wide range of native species such as Asian elephants, leopards, sloth bears, the unique small Loris, a variety of deer, the purple, the endangered wild boar, porcupines and Indian pangolins.

Among the trees of the dry-land forests are valuable species such as satinwood, ebony, ironwood, mahogany and teak. The wet zone is a tropical evergreen forest with tall trees, broad foliage, and a dense undergrowth of vines and creepers. Subtropical evergreen forests resembling those of temperate climates flourish in the higher altitudes.

- 1.1.5** Sri Lanka is a democratic republic and a unitary state which is governed by a semi-presidential system, with a mixture of a presidential and a parliamentary system. In common with many democracies, the Sri Lankan government has three branches:

Executive: The President of Sri Lanka is the head of state, the commander in chief of the armed forces; head of government, and is popularly elected for a five-year term. The President heads the cabinet and appoints ministers from elected members of parliament.

Legislative: The Parliament of Sri Lanka is a unicameral 225-member legislature with 196 members elected in multi-seat constituencies and 29 elected by proportional representation. Members are elected by universal suffrage for a five-year term.

Judicial: Sri Lanka's judiciary consists of a Supreme Court – the highest and final superior court of record, a Court of Appeal, High Courts and a number of subordinate courts. The highly complex legal system reflects diverse cultural influences. Criminal law is based almost entirely on British law. Basic Civil law derives from Roman law and Dutch law. Laws pertaining to marriage, divorce, and inheritance are communal. Due to ancient customary practices and/or religion, the Sinhala customary law (Kandyan law), the savalamai, and Sharia law are followed in special cases. The President appoints judges to the Supreme Court, the Court of Appeal, and the High Courts. A judicial service commission, composed of the Chief Justice and two Supreme Court judges, appoints, transfers, and dismisses lower court judges.

- 1.1.6** In the 19th and 20th centuries, Sri Lanka became a plantation economy, famous for its production and export of cinnamon, rubber and Ceylon tea, which remains a trademark national export. The development of modern ports under British rule raised the strategic importance of the island as a center of trade. In 1977 the free market economy was introduced to the country, incorporating privatization, deregulation and the promotion of private enterprise.

The country's main economic sectors are tourism, tea export, clothing, rice production and other agricultural products. In addition to these economic sectors, overseas employment, especially in the Middle East, contributes substantially in foreign exchange.

- 1.1.7** Sri Lanka is the 57th most populated nation in the world, with 20,277,597 people, and an annual population growth rate of 0.73%. Sri Lanka possessed the most literate population in South Asia and one of the highest in the developing world with a literacy rate of 92.2% (91.1% and 93.5% respectively for females and males).

Well educated and energetic, skilled and semi-skilled human resources are readily available at competitive wage rates.

1.1.8 Supportive Government Policies

Sri Lanka pioneered South Asia's economic liberalization over three decades ago. Liberalizing many areas of the economy, the government has embraced strategies and policies that are more than conducive for international investment. In fact the policy environment is undoubtedly, compelling.

The following transparent investment laws aim to foster foreign direct investments.

- Total foreign ownership is permitted across almost all areas of the economy.
- No restrictions on repatriation of earnings, fees, capital, and on for ex transactions relating to current account payments.
- Safety of foreign investment is guaranteed by the constitution.
- Existence of a transparent and sophisticated legal and regulatory framework. Covering all prerequisite business law enactments.
- Bilateral investment protection agreements with 28 countries and double taxation avoidance agreements with 38 countries.

1.1.9 Investment Protection and Double Taxation

Sri Lanka is the one of the safest countries in the world to invest in due to a number of mechanisms in place to protect investors. Article 157 of the island's constitution guarantees the safety of investment protection treaties and agreements approved by parliament by a two thirds majority.

Sri Lanka has signed bilateral Investment Protection Agreements (IPA) with 28 countries. The country has a very independent system of courts which can redress any concerns of investors. Sri Lanka also has signed bilateral Double Tax Avoidance Agreements with 38 countries.

1.1.10 Investment Policy of Sri Lanka

The following transparent investment laws aim to foster foreign direct investments. The Board of Investment Law (BOI Law) No. 4 of 1978 and its amendments is the principal law applicable to foreign investments in Sri Lanka. BOI is structured to function as the Central Facilitation point for investors and empowered to enter into agreements with investors providing investment incentives of tax holidays, tax concessions and exemptions from customs duty & exchange control law. Total foreign ownership is permitted for investment in most of the areas of the economy and there is no restriction on foreign exchange transaction relating to current account payments.

1.1.11 Exchange Control Laws Applicable for foreign Investments

The Exchange Control Provisions applicable for foreign investments are stipulated in the Regulation No. 1232/14 dated 19-04-2002 as amended by No.1248/19 dated 08-08-2002 which read as follows; "Permission is granted for the issue and transfer of shares in a company up to 100% of the issued capital of such company, to approved country funds, approved regional funds, corporate bodies incorporated outside Sri Lanka and individuals resident outside Sri Lanka (inclusive of Sri Lankans resident outside Sri Lanka) subject to the exclusions, limitations and conditions herein after set out. Sri Lanka is a founder member of the Multilateral Investment Guarantee Agency (MIGA), an investment guarantee agency of the World Bank.

1.1.12 Transportation

Sri Lanka has an extensive road network for inland transportation. With more than 100,000 km of paved roads, it has one of the highest road densities in the world (1.5 km of paved roads per every 1sq.km. of land). E-grade highways are the latest addition to Sri Lanka's road network. These are access-controlled, high-mobility roads with permitted speeds up to 100 km/h. These highways connect local communities' together, by-passing busy and congested town centers.

Road Development Authority (RDA) established under MOHE&H is responsible for the development of the 12,210km of Class A&B National Highways and 170 km of Expressways in Sri Lanka. Class C and D roads are provincial roads coming under the purview of the Provincial Road Development Authority of the respective province. The other roads are local roads falling under local government authorities.

The rail network of Sri Lanka consists of main lines, coastal lines, and up-country lines. In addition, air- and water-based transportation modalities augment the inland transport of the country.

1.1.13 Development of High Mobility Road Network

Road development in the country, which was left behind for several decades due to the war, has been given due recognition during last ten (10) years. The national Road Master Plan 2007-2017 has been prepared, which focuses on the construction of highways, widening of highways, reduction of traffic congestion, road maintenance & rehabilitation and bridge rehabilitation & reconstruction. However, several major rehabilitation projects were taken up which were not identified in this Master Plan considering the requirements identified after the war. Further with the rapid increase in vehicle population and new development taken place, some of the roads in and around Colombo have congested. Therefore, connecting these new urban areas and expressway network is a matter of urgency. Also, the development of road network has become a major determinant factor in attracting new investments to the country.

Major Road Developments:

Colombo - Katunayake Expressway - CKE (25km)

The Colombo – Katunayake Expressway connects the Colombo City and the International Airport at Katunayake. It consists of four Interchanges at New Kelani Bridge, Peliyagoda, Ja-Ela and Katunayake. Construction was completed and opened for the public on 27th of October 2013.

Southern Highway (126km)

The Southern Expressway is the longest expressway being built in Sri Lanka. The construction of a four-lane highway from Colombo to Matara is considered as the catalyst for the economic and social development of the Southern region and promotion of inter-regional transport network. The highway was opened for public on 27th November 2011.

The section of Southern Expressway from Pinnaduwa (Galle) to Godagama (Matara) was opened to public on 15th March 2014. This section also consists of 4-lane capacity similar to the earlier section from Kottawa to Pinnaduwa. The maximum operating speed for this section is also 100 kmph. Now the Southern Expressway from Kottawa to Godagama (Matara) is in operation. Extension of the Southern Expressway is under construction from Matara to Hambantota linking with Mattala Airport and Hambantota Harbour to the Commercial Capital, Colombo.

Outer Circular Highway - OCH (29.2km)

The Outer Circular Highway (OCH) is located within the Colombo Metropolitan Region and passes through two administrative districts, namely Colombo and Gampaha. This highway runs around 20 km away from the City center of Colombo, connecting radial routes and has a total length of 29.2 km. The northern end of the highway is located at Kerawalapitiya on Colombo-Katunayake Expressway and the southern end is located at Kottawa on Colombo-Ratnapura-Wellawaya-Batticaloa (A004) road where Southern Expressway meets OCH. Outer Circular highway from Kottawa to Kerawalapitiya will link with seven trunk roads and the Colombo – Katunayake and the Southern Expressway.

The expressway is implemented in three phases as given below;

Phase 1: Section from Kottawa to Kaduwela (11km) - (Phase 1 completed and opened for traffic in March 2014)

Phase 2: Section from Kaduwela to Kadawatha (8.9km) - Completed in 2015 and opened for traffic in September 2015.

Phase 3: Section from Kadawatha to Kerawalapitiya (9.2km)-Under Construction

Central Expressway (175.6 km)

The proposed Central Expressway (formerly known as Colombo – Kandy Expressway) begins at Kadawatha of the present Colombo – Kandy (A1) Road (at the access point of the Outer Circular Highway). Construction of Central Expressway is mainly divided into four construction phases

Stage 1 - Kadawatha (0.0km) to Meerigama (37.1km)

Stage 2-Meerigama (37.1km) to Kurunegala (76.8km) and Ambepussa link road (9.3km)

New Kelani Bridge Project

As Colombo Katunayaka Expressway (CKE) is in operation since 2013, there has been considerable increase in the volume of traffic entering Colombo city along the expressway. Also the Colombo Harbour Development Project and port City projects are forthcoming it is expected a considerably increase of traffic leaving and entering Colombo metropolitan area at Peliyagoda. The Central Expressway also connects to Outer Circular Expressway at Kadawatha and Outer Circular Expressway terminates at Kerawalapitiya on CKE. A New Bridge abutting the Existing Kelani Bridge is under construction with JICA funds which is directly connects to CKE and two elevated highways towards the Galle face along the Port Access Highway upto Port Authority premises and towards Athurugiriya & OCH via administrative capital of Battaramulla (upto Orugodawatta)