

REQUEST FOR PROPOSALS

Selection of Consultant
For
Survey on Electricity
Consumer Complaints
Resolving Process

Public Utilities Commission of Sri Lanka
06/02/2023

Section 1: Terms of Reference

1.1 Background:

Public Utilities Commission of Sri Lanka (PUCSL) has started regulating the electricity industry in April 2009, with the enactment of Sri Lanka Electricity Act, No. 20 of 2009. PUCSL has already established the key regulatory mechanisms needed to effectively regulate the electricity industry in Sri Lanka. Licensees have already been issued to generate, transmit and distribute electricity. In accordance with item (1) (a) of section 4 of the Electricity Act, No. 20 of 2009 (as amended) (The Act), the Commission's objective is to protect the interests of consumers in relation to the supply of electricity, by promoting efficiency, economy and safety by persons engaged in, or in commercial activities connected with, the generation, transmission, distribution, supply and use of electricity. To achieve this requirement, the Commission has been engaging with involvement of the licensees and other authorities power vested by the Act to resolve consumer issues.

As per the item (1) of section 39 of the Electricity Act, No. 20 of 2009, the Commission shall resolve the following disputes arising in connection with the supply or use of electricity;

- a. a dispute between a licensee and a tariff customer arising under sections 25 to 30 or Schedules I, II or III to this Act,
- b. any dispute (other than a dispute referred to in paragraph (a)) between a licensee and
 - (i) a tariff customer;
 - (ii) another licensee, or
 - (iii) any other affected party,

which the parties have not been able to resolve through any dispute resolution procedure prescribed by the Commission, despite the licensee using its best efforts to do so.

In terms of item (2) of section 39 of the Act, the Commission shall mediate and resolve the dispute between a licensee and a tariff customer arising under sections 25 to 30 or Schedules I, II or III to this Act and any dispute (other than a dispute referred to in paragraph (a)) between a licensee and a tariff customer, unless it decides that it is more appropriate for the dispute to be determined either by the courts or through arbitration.

In line with item (3) of section 39 of the Act, the Commission shall set out rules on the practice and procedure to be followed in the resolution of any dispute under the Public Utilities Commission of Sri Lanka Act, No. 35 of 2002 and Electricity Act. Said rules has been made by the Public Utilities Commission of Sri Lanka under section 53 of the Sri Lanka Electricity Act, No.20 of 2009, read with sub sections (1) and (3) of section 39 of the aforesaid Act. Accordingly, extraordinary gazette on said rules has been issued on 25th January 2016.

Rights and Obligations of Electricity Consumers

Section 3(1)(e) of Sri Lanka Electricity Act 2009 requires the Public Utilities Commission of Sri Lanka to publish, after consultation with transmission and distribution licensees, a statement setting out the rights and obligations of consumers arising under sections 23 to 29 and Schedules I and II to that Act. This statement is published as per the aforementioned provisions of the Electricity Act and intends to make the consumers aware of:

- their rights and the level of service quality that they may reasonably expect from the service providers – which is vital for the protection of consumers; and
- their obligations – which is required to ensure an efficient supply of electricity by the service provider

It is expected that this statement will serve as a pledge of commitment and trust among the three main stakeholders in the electricity industry i.e., consumers, service providers and the Commission.

Supply Service Code

In accordance with Section 18 (b) of the Sri Lanka Electricity Act, No. 20 of 2009 and Condition 33 of the Electricity Distribution and Supply Licence No.EL/D/09-003 Supply Services Code (SSC) has been provided by Distribution Licensees. It represents the code of practice that governs the services provided by Distribution Licensees, and is a guide to Distribution Licensees' processes and procedures.

The Commission has been executing several methods to resolve electricity consumer complaints such as

- I. Direct one to one meeting with the licensees and the consumers,
- II. Consumer Mobile Services in island widely,
- III. Site inspections,
- IV. Mediation under Dispute Resolution Procedure

A complaint is the dissatisfaction about the electricity supply or services provided by respective service provider. A dispute is the disagreement between consumer and respective service provider about the electricity supply or services provided to the consumer. If consumer disagrees with the resolution of the service provider it creates a dispute between consumer and the service provider. PUCSL carries out its functions to resolve the dispute as per the Dispute Resolution Procedure.

Complaint Handling process

- Step 1

If consumer dissatisfied with his/her electricity supply or use of electricity first consumer should complain in writing to his/her service provider because they have the required facilities to resolve consumer's problem.

Instead, if consumer forward his/her complaint directly to the Commission without complaining to his/her service provider, the Commission will not be able to help consumer. The Commission will ask first consumer to forward his/her complaint to service provider.

- Step 2 –

After complaining to service provider, and if it did not resolve consumer problem within a reasonable time or if consumer is not satisfied with the resolution provided, consumer can refer it to the Commission with documentary proof of his/her complaint submitted to service provider for the Commission's intervention.

- Step 3 –

The Commission will review the complaint and call observations from his/her service provider if the Commission suspect any of consumer's rights are not fulfilled

- Step 4 –

Service provider will submit its observations to the Commission

- Step 5 –

Based on consumer's complaint and the observations, if consumer's rights are being not fulfilled, the Commission will inform the service provider to fulfill its respective obligations. At the same time, if consumer has not fulfilled his/her obligations, the Commission will inform consumer to do so to get satisfactory service from his/her service provider.

- Step 6 –

If there is any genuine dispute observed during the review of the complaint, such cases will be resolved under the dispute resolution procedure.

(Upon receiving a complaint from the consumer, The Commission will review the complaint and call observations from respective service provider if they suspect any of consumer's rights are violated. Service provider will submit its observations to the Commission. Based on complaint and the observations, if consumers' rights have been violated, the Commission will instruct the service provider to fulfill its respective duties and obligations. At the same time, if consumer has not fulfilled his/her obligations, the Commission will inform consumer to do so to get satisfactory service from service provider. If there is any genuine dispute observed during the review of the complaint, such cases will be resolved under the dispute resolution procedure.)

One who dissatisfied or aggrieved by the resolution provided by the respective service provider shall make a complaint to the Commission. The Commission may involve to provide solution to a complaint that a person has failed to comply with the respective Acts or any enactments or rules or regulations etc. relevant service provider. Upon receiving a complaint, the Commission shall take actions as follows;

1. Issuing an acknowledgement to the complainant to ensure prompt response and action.
2. Gathering required information/ calling observations from the Licensees

3. Analyze the complaint
4. Call a meeting/Inspect the site
 - Call a meeting of the conciliation committee – A meeting can be called for relevant all parties of the issue raised by the complainant to conciliate the issue and the parties in order to come agreeable decision.
 - Inspect the site - The Consumer Affairs Division will conduct an inspection jointly with service provider and relevant parties if the inspection is required to solve a complaint or a dispute. Electrical Inspectors carry out on-site inspections related to the supply of electricity. The responsibilities of the inspectors are described in the Sri Lanka Electricity Act. However, the electricity consumers will not be eligible to apply for an electrical inspection from the Public Utilities Commission of Sri Lanka directly. The Service Provider (CEB / LECO) should first to be informed if there is an issue with regard to the supply of electricity. Electrical inspectors will carry out site inspections only when there is a dispute related to the supply of electricity.
5. Issue a letter with decision to the relevant parties.

Dispute Resolution Procedure (DRP)

- Step 1 –

The Commission will carry out a pre-mediation assessment to identify whether the dispute to be resolved by mediation, arbitration or by courts.

- Step 2 –

If the dispute is appropriate to be resolved by arbitration or by courts, the Commission will inform the parties accordingly.

- Step 3 –

If the dispute is appropriate to be resolved by mediation, parties will be informed to resolve the dispute by the parties as per Part-I of the Dispute Resolution Rules published by the Commission.

- Step 4 –

If no mutual resolution reached by the parties, either party can request the Commission to resolve the dispute by mediation.

- Step 5 –

With involvement of the Commission, if a settlement is reached agreeable to both parties, a certificate to that effect will be issued by the Commission.

- Step 6 –

If a settlement is not reached agreeable to both parties, a non-settlement certificate will be issued by the Commission.

Objective of the Survey

Having enacted the Electricity Act in 2009, there has not been any measurement to find out whether the process of consumer issues handling is successful or not and whether the interests of consumer is protected or not. Hence, it is required to have a survey to examine effectiveness of protecting the interests of consumers by the existing consumer issues resolving process. It is planned to conduct a survey in order to identify whether existing consumer issues resolving process has succeeded in satisfying consumer interest or not. Accordingly, the secretariat of the Commission hopes to conduct a survey through a consultancy by deploying consumer complaints received to the Commission in 2017 to 2022 as the population of the survey.

1.2 Scope of Work

The consultant is expected to carry out the following work:

- a. To obtain an understanding of the legal and regulatory framework of the electricity distribution business, the provisions in the following Acts shall be taken into account in conducting the Survey:
 - i. Sri Lanka Electricity Act, No. 20 of 2009, Sri Lanka Electricity (Amendment) Act, No.31 of 2013, Public Utilities Commission of Sri Lanka Act, No. 33 of 2002;
 - ii. Distribution & Supply Licenses issued by the PUCSL;
 - iii. Distribution Code;
 - iv. Supply Services Code;
 - v. Rights and Obligations of Electricity Consumers;
 - vi. Electricity (Dispute Resolution Procedure) Rules; and
 - vii. Guidelines issued by PUCSL.
- b. conduct the survey by deploying consumer complaints received to the Commission in 2017 to 2022 as the population of the survey,
- c. as per the consultant's sample, collect the data from the consumers who complained to the Commission in the period of 2017 to 2022,
- d. conduct interviews with selected consumers among the consumers selected for the sample, relevant officers of the licensees, relevant mediators under part 1 and part 2, respective

Divisional Secretaries, staffs in consumer affairs division and other divisions in PUCSL and any other relevant officers in any entity/ies.

- e. examine effectiveness of protecting the interests of consumers by the existing consumer issues resolving process,
- f. identify whether existing consumer issues resolving process has succeeded in satisfying consumer interest or not,
- g. examine failures of existing consumer issues resolving process,
- h. Based on the above, conduct the survey with scientific approach and submit a Research (Survey) Report with all elements including findings, conclusions and recommendations.

1.3 Deliverables

The consultant is expected to provide the following deliverables:

- a. Submission of Inception Report with draft questionnaire and presentation on research proposal (within 6 weeks of awarding this assignment);
- b. Submission of 1st Interim Report and presentation 1st interim report on data collecting (within 16 weeks of awarding this assignment);
- c. Submission of 2nd interim report and its presentation on data analysing (within 20 weeks of awarding this assignment);
- d. Submission of Draft Final Report and its presentation (within 24 weeks of awarding the assignment); and
- e. Submission of Final Report and presentation on survey report (within 28 weeks of awarding the assignment).

Duration of the Assignment

The duration of this consultancy will span 28 weeks.

Section 2: Selection Procedure

2.1 Collection of Request for Proposal

This RFP is available on the Commission's website at www.pucsl.gov.lk. It can also be collected from Reception at Commission's office between the hours of 9:00 am and 4:00 pm until the closing date.

2.2 Submission of Proposals

Proposals are to be:

- (a) submitted by 2:00 pm on **3rd March 2023** and should be addressed to the Chairman, Procurement Committee, Public Utilities Commission of Sri Lanka

(b) submitted in two (2) separate sealed envelopes marked in upper left-hand corner “*Proposal for Survey on Electricity Consumer Complaints Resolving Process*” in respect of:

- i. Technical Proposal
- ii. Financial Proposal

(c) placed in the designated box located at the Reception of the Commission’s office, Level 06, BOC Merchant Tower, No. 28, St. Michael’s Road, Colombo 03.

It is earnestly request to adhere to the deadline because, the proposals submitted after the deadline will be automatically rejected and returned unopened to the bidder.

2.3 Opening of Proposals

Proposals will be opened on **3rd March 2023 at 2:30 pm** in the Conference Room of the Commission’s office. Bidders or their representatives who submitted proposals are invited to attend the opening. Only the Technical Proposals would be opened and the name of the principal bidder will be announced at the opening.

2.4 Requests for Clarifications

Any requests for clarifications regarding the assignment can be made to the following address (marking attention to Deputy Director – Consumer Affairs) in writing or by email, not later than three (3) working days before the submission deadline.

Director General
Public Utilities Commission of Sri Lanka
Level 06, BOC Merchant Tower,
Colombo 03.

Or

info@puosl.gov.lk

2.5 Technical and Financial Proposals

Technical Proposal

The Technical Proposal shall provide the information indicated under the following points from (a) to (c).

- a) A description of the Consultant’s experience on assignments of similar nature. For each assignment, the description should include a brief description of the project, names of Consultancy organization or other professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. All assignments completed by the consultant working both privately or through other consulting firms should be mentioned.

Consultant should be prepared to substantiate the claimed experience if so, requested by the Client.

- b) A brief description of the approach, methodology and work plan for performing the assignment covering the following subjects:
 - a. Technical Approach and Methodology - Briefly explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them.
 - b. Work Plan - Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology.
- c) CV of the consultant – The CV shall include details of the academic and professional qualifications of the consultant, membership of professional associations, employment record, and any other details that will facilitate the proposal evaluation described under section 2.6.

Financial Proposal

The Financial Proposal shall list all costs associated with the assignment with detailed breakdown where activities and items described in the Technical Proposal can be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.6 Evaluation of Proposals

Technical Evaluation

The technical/work program proposal would be evaluated before the envelopes containing the financial proposals are opened. The proposals will be ranked on the basis of the following maximum allocation of points for specific elements of each proposal:

Aspect	Maximum Score
Completeness of the proposed work program in response to the Scope of work	40
Academic and professional background of the Consultant: (i) Academic background and qualifications (15) (ii) Professional background and qualifications (15)	30
Experience of the Consultant: (i) General Academic and professional experience (15) (ii) Experience in similar assignment (15)	30
TOTAL	100

Financial Evaluation

After technical evaluation, the financial proposal of the Consultant ranked highest during the technical evaluation will be selected for evaluation and the contract will be awarded if the financial proposal value is within the budget available. If the financial proposal value of the highest ranked proposal exceeds the available budget, the proposal ranked next will be selected for financial evaluation.

2.7 Budget and Payment Schedule

The budget for the assignment is will be disbursed as follows.

- a) 30% upon the submission of the inception report with draft questionnaire and its presentation on research proposal.
- b) 20% upon submission of the 1st Interim Report and presentation 1st interim report on data collecting.
- c) 20% upon submission of the 2nd interim report its presentation on data analyzing.
- d) 10% upon submission of the Draft Final Report and its presentation
- e) 20% upon submission of the Final Report and Raw data.

The available budget for the consultancy is **LKR 1,800,000.00**

2.8 Reporting Relationships

1. For administrative purposes, all communications relating to the assignment shall be addressed to the Director General, Public Utilities Commission of Sri Lanka.
2. Any queries or comments concerning this TOR or any aspect of the assignment are to be directed to: Deputy Director – Consumer Affairs, Public Utilities Commission of Sri Lanka (email: info@puosl.gov.lk)

2.9 Other

1. The selected bidder will be required to enter into a Consultancy Agreement with the Commission of which these Terms of Reference will form an integral part.
2. The Commission is not obliged to accept any or all proposals and reserves the right to discontinue the procurement process at any point before the award of the contract without incurring any liability to any bidder.

Section 3: Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the scope of work and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

FORM TECH -1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

We, the undersigned, offer to provide the consulting services for Survey on Electricity Consumer Complaints Resolving Process, in accordance with your Request for Proposal dated We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]¹

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in award letter to be issued in this regard.

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

Authorized Signature *[In full and initials]*: -----
Name and Title of Signatory: -----
Name of Consultancy Organization: -----
Address: -----

¹ Delete in case no association is foreseen

FORM TECH- 2: CONSULTANTS ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

Name of the Firm ² :			
Name and address of the Client:			
Assignment Name:			
Approx. value of the contract:		Duration of assignment (months):	
Location:		Total No of staff months of the assignment	
No of professional staff months provided by you		Approx. value of the services provided by firm:	
Start date (month/ year)		Completion date (month/ year):	
Name of associated Consultants, if any			
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader)			
Narrative description of Project			
Description of actual services provided by your staff within the assignment:			

² Insert firms' name or associated firms' name

**FORM TECH -3: COMMENTS AND SUGGESTIONS ON THE SCOPE OF
WORK AND COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY
THE CLIENT**

A- On the Scope of Work

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH- 4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT

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

a) Technical Approach and Methodology, b)

Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology: Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: Should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing: Should propose the structure and composition of the team. Should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Fir	Area of Expertise	Position Assigned	Task/s

FORM TECH 6: CURRICULUM VITAE OF PROPOSED PROFESSIONAL STAFF

- 1. **Proposed Position³:** -----
- 2. **Name of Firm⁴:** -----
- 3. **Name of Staff⁵:** -----
- 4. **Date of Birth:** ----- **Nationality:** -----
- 5. **Education⁶:** -----
- 6. **Membership of Professional Associations:** -----
- 7. **Other Relevant Qualifications⁷:** -----
- 8. **Languages⁸:** -----

- 9. **Relevant Experience:** -----
- 10. **Employment Record⁹:**
From [Year]: to [Year]: -----
Employer: -----
Positions held (with brief description): -----

11. Certification:

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

----- Date-----
[Signature of staff member]

----- Date-----
[Signature of authorized representative of the client]

Full name of authorized representative: -----

client]
Full name of authorized representative: -----

³ Only one candidate shall be nominated for each position

⁴ Insert name of firm proposing the staff

⁵ Insert full name

⁶ Indicate/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment



⁷ Indicate significant qualifications/ training

⁸ For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing:

⁹ Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format): dates of employment, name of employing organization, positions held

FORM TECH-7: STAFFING SCHEDULE¹⁰

No	Name of Staff	Staff input (in the form of a bar chart) ¹¹													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field	Total		
National																			
1		(Office)																	
		(Field)																	
2																			
n																			
													Subtotal						
Foreign¹²																			
1		(Office)																	
		(Field)																	
2																			
n																			
													Subtotal						
													Total						

 Full time input
 Part time input

¹⁰ For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.)

¹¹ Months are counted from the start of the assignment. For each staff indicate separately staff input for office and field work

¹² Only if Expatriate staff is proposed

FORM TECH- 8: WORK SCHEDULE

No	Activity ¹³	Months ¹⁴												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹³ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase

¹⁴ Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal. Cost of Capacity Improvement to be separately identified in the Financial Proposal

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration
- FIN-4 Breakdown of Other expenses

FORM FIN- 1: FINANCIAL PROPOSAL SUBMISSION FORM
FOR

[Location, Date] To:

[Name and address of Client]

We, the undersigned, offer to provide the consulting services for survey on Electricity Consumer Complaints Resolving Process. in accordance with your Request for Proposal dated our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹⁵]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,

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

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

Name and Title of Signatory:-----

Name of Firm: -----

Address: -----

¹⁵ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

FORM FIN-2: SUMMARY OF COSTS

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

FORM FIN- 3: BREAKDOWN OF REMUNERATION

Name ¹⁶	Position ¹⁷	Input (Staff Months)	Staff Month Rate		Amount		
			Currency	Amount	Local Currency	Foreign Currency	
						Currency	Amount
Total cost carried to FIN- 2							

¹⁶ Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

¹⁷ Positions of professional staff shall coincide with the ones indicated in Form TECH-5.

FORM FIN- 4: BREAKDOWN OF OTHER EXPENSES

No	Description ¹⁸	Unit	Quantity	Unit Cost ¹⁹			Amount			
				Local in Sri Lankan Rupees	Foreign		Local in Sri Lankan Rupees	Foreign		
					Currency	Amount		Currency	Amount	
	Per diem Allowances	Day								
	International Flights ²⁰	Trip								
	Communication costs between [insert place] and [insert place]									
	Drafting, reproduction of reports									
	Equipment, instruments, materials, supplies, etc.									
	Use of computers, software									
	Laboratory tests									
	Subcontracts									
	Local transportation costs									
	Office rent, clerical assistance									
	Training of the Client's personnel ²¹									
Total costs carried to FIN- 2										

¹⁸ Delete items that are not applicable or add other items required

¹⁹ Should not repeat remuneration considered under Form Fin -4

²⁰ Indicate route of each flight, and if the trip is one- or two-ways

²¹ Only if the training is a major component of the assignment, defined as such in the TOR

Section 5: Standard Form of Contract

This is a draft contract. The information indicated in the Special Conditions may be subjected to changes on the basis of the final Terms of Reference and the Contract Negotiations as agreed by the Client and the Consultants.

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) having its principal place of business at..... and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”) having its principal place of business at.....

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities provided by the Client

Appendix G: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

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

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meaning:
- a) “Applicable Law” means the laws and any other instruments having the force of law in the Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time;
 - b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract;
 - c) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1 hereunder including, General Conditions (GC), the Special Conditions (SC), and the Appendices;
 - d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of General Conditions;
 - e) “Day” means calendar day;
 - f) “Effective Date” means the date on which this Contract comes in to force and effect pursuant to Clause GC 2.1;
 - g) “Foreign Currency” means any currency other than Sri Lankan Rupees;
 - h) “GC” means these General Conditions of Contract;
 - i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities;
 - j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them;
 - k) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Sri Lanka; “National Staff” means such

professionals and support staff who at the time of being so provided had their domicile inside Sri Lanka; and “Key Personnel” means the Personnel referred to in Clause GC 4.2;

- l) “Reimbursable Expenses” means all assignment- related costs that will be paid by the Consultant on actuals;
- m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- n) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in Appendix A hereto;
- o) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services;
- p) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant; and
- q) “In Writing” means communicated in written form with proof of receipt.

- 1.2 Relationship between the Parties Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 Language This Contract has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Headings The headings shall not limit, alter or affect the meaning of this Contract
- 1.6 Notices
 - 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when

delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC;

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of Days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modification or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies;

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder;

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

2.5.2 No breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be Taken (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, up on instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred;
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.6 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.

2.7 Termination

2.7.1 By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.6 hereinabove, within thirty (30) Days of receipt of such notice of suspension or within such further

period as the Client may have subsequently approved in writing;

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the
Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) Days after receiving written notice from the Consultant that such payment is overdue;
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) Days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.7.3 Cessation of
Rights and
Obligations

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

(iv) any right which a Party may have under the Applicable Law.

- 2.7.4 Cessation of Services Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 hereof.
- 2.7.5 Payment upon Termination Upon termination of this Contract by pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Consultant:
- (a) Payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) expect in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- 2.7.6 Disputes about events of termination If either Party disputes whether an event specified in Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty -five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

- 3.2 Conflict of Interests The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts etc. The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultants and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services and all Key Personnel shall sign a Declaration of Secrecy as prescribed in the Public Utilities Commission of Sri Lanka Act. No. 35 of 2002.
- 3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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

4. CONSULTANT'S PERSONNEL

- 4.1 Description of (a) The Consultant shall employ and provide such qualified and

Personnel

experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, tasks assigned, , and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client;

- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price set forth in Clause GC 6.3 of this Contract. Any other such adjustments shall only be made with the Client's written approval;
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the Contract Price set forth in Clause GC 6.3 of this Contract, this will be explicitly mentioned in the agreement.

4.2 Approval of Personnel

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

4.3 Working hours, Overtime, Leave, etc.

In case where the Consultant will be paid based on the time spend by any Personnel the working hours and holidays for such Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside Sri Lanka shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Sri Lanka as is specified in Appendix C hereto. Such Key Personnel shall not be entitled to be paid for overtime nor

to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Removal and/
or replacement
of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client;
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and
Exemptions

- Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:
- (a) Provide where applicable, the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) Arrange where applicable, for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Sri Lanka;

- (c) Facilitate where applicable, prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) Issue to officials, agents and representatives of the Government agencies all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2.

5.3 Services and Facilities

- (a) The Client shall make available free of charge to the Consultant the professional and support counterpart personnel, Services and Facilities listed under Appendix E;
- (b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) how the affected part of the Services shall be carried out; (ii) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (iii) the manner in which the Consultant shall procure any such personnel, services, facilities and property from other sources, and (iv) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6. Hereinafter.

5.4 Counterpart Personnel

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E;
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and

the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.4 for option A or 6.3 for option B;

- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Option 'A' or option 'B' is applicable Two options, 'Option A' and 'Option B' are given below. The applicable option is stated in the SC. If no option is stated in SC, Option A is applicable.

OPTION A (Clause 6.2 to 6.6 below are applicable)

- 6.2 Lump Sum Payment The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.3 if the Parties have agreed to additional payments in accordance with Clause 2.4 or clause 5.4.

- 6.3 Contract Price (a) The price payable in Sri Lankan Rupees is set forth in the SC;
- (b) The price payable in foreign currency/currencies is set forth in the SC.

- 6.4 Payment for Additional Services For the purpose of determining the remuneration and other expenses due for additional services (other than the training/ workshops identified in item e, f, and h of Appendix B) as may be agreed under Clause 2.4, a rates of the remuneration and other expenses are provided in Appendices D (b), (c).

If the actual duration of training/ workshops identified in item e, f,

and h of Appendix B is higher or lower than the specified duration, for the purpose of determining the additional/ reduced cost, the applicable marginal costs are provided in Appendix D (d).

- 6.5 Terms and Conditions of Payment Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments proportionate to the payments made to the Consultant. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.6 Interest on Delayed payment If the Client has delayed payments beyond thirty (30) days after the due date stated in the Clause SC 6.5, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

OPTION B (Clause 6.2 to 6.5 below are applicable)

- 6.2 Cost Estimating Ceiling Amount (a) An estimates of the cost of the Services payable in foreign currency is set forth in Appendix D;
- (b) Except as may be otherwise agreed under Clause GC 2.4 and subject to Clause GC 6.2(c), payments under this Contract shall not exceed the ceilings in Sri Lankan Rupees and foreign currency;
- (c) Notwithstanding Clause GC 6.2(b) hereof, if pursuant to any of the Clauses GC 5.2, 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.2(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.2(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.3 Remuneration
and
Reimbursable
Expenses

- (a) Subject to the ceilings specified in Clause GC 6.2(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.3(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.3(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract;
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.2 and Clause SC 2.2 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.3(b), and subject to price adjustment, if any, specified in Clause SC 6.3(a);
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.3(c);
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee;
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known;
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1st/30th of a month).

6.4 Currency of
payments

- (a) Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Sri Lankan Rupees.

6.5 Mode of Billing
and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off;
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses;
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date;

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above;
- (e) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred;
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable
Settlement

- (a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation;

- (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 Days following the response of that Party, Clause GC 8.2 shall apply;

8.2 Dispute
Resolution

- (a) Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) Days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC and in accordance with Sri Lanka Arbitration Act No. 11 of 1995.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	<p><u>The addresses are:</u></p> <p>Client: Public Utilities Commission of Sri Lanka, 6th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael’s Road, Colombo 03, Sri Lanka. Attention: Director General, Public Utilities Commission of Sri Lanka Facsimile: (+94 11)2392641 E-mail: info@pucsl.gov.lk Telephone: (+94 11)2392607/8</p> <p>Consultant: Attention: Facsimile: E-mail: Telephone:</p>
{1.8}	<p>{The Member in Charge is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
1.9	<p><u>The Authorized Representatives are:</u></p> <p>For the Client: Director General, Public Utilities Commission of Sri Lanka For the Consultant:</p>
{2.1}	<p>{The Effectiveness conditions are: <i>[will be discussed at the negotiations]</i>}</p>
2.2	<p>The date for the commencement of Services is: <i>[will be discussed at the negotiations]</i></p>
2.3	<p>The time period shall be ...<i>[will be discussed at the negotiations]</i>.. months from date of Commencement.</p>
3.4	N/A
3.7 (a)	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>

3.7 (b)	The consultant shall be required to sign a Declaration of Secrecy as provided under section 13 of the Public Utilities Commission of Sri Lanka Act No. 35 of 2002.
5.1	Client will provide recommendation letters on request
6.1	The applicable option is²²: Option A
	OPTION A
6.3(a)	The amount in Sri Lankan Rupees is [insert amount].
6.3(b)	The amount in foreign currency or currencies is [insert amount].²³
6.5	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> a) 30% upon the submission of the inception report with draft questionnaire and its presentation on research proposal. b) 20% upon submission of the 1st Interim Report and presentation 1st interim report on data collecting. c) 20% upon submission of the 2nd interim report its presentation on data analyzing. d) 10% upon submission of the Draft Final Report and its presentation e) 20% upon submission of the Final Report and Raw data.
6.6	The interest rate is: 0% per month.

²² Select either Option A or Option B

²³ If no foreign currency payment is involved specify as "none"

8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator:</p> <p>(a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.</p>
	<p>2. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>3. the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

Note: This Appendix will include the format, frequency, and contents of reports; persons to receive them; dates of submission; etc. agreed by the Client and the Consultants during negotiations.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under: This Appendix will include the list of Key Personnel and Sub-Consultants listed by title and by name as agreed by the Client and the Consultants during negotiations.

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and estimated staff- months for each.
- C-2 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1.

In case where Consultant will be paid based on the time spend by any Personnel, list here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE

Note: This Appendix will include the list of elements of cost used to arrive at the breakdown of the lump-sum price.

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
 - (a) Perdiem allowances for each of the Personnel for every day in which such Personnel shall be required to work outside the Location
 - (b) Air transport for Foreign Personnel:

the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants'

home office;

- (c) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.
- (d) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.
- (e) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).
- (f) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to made available to the Consultant by the Client.

APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.5 and Clause SC 6.5.