REQUEST FOR PROPOSALS

Selection of an Audit Firm to Carry out the Internal Audit Function of Public Utilities Commission of Sri Lanka

Selection of Consultants

Following
Quality and Cost Based Selection

Public Utilities Commission of Sri Lanka

Section 2: Instructions to Consultants

Definitions

a) "Client" means the procuring entity with which the selected Consultant signs the Contract for the Services.

b) "Consultant" means any organization that may provide or provides the Services to the Client under the Contract.

c) "Contract" means the contract signed by the Parties and all the attached documents listed in Clause 1 of the Form of Contract that is the General Conditions (GC), the Special Conditions and the Appendices.

d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.

e) "Day"means calendar day.

f) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Sri Lanka;

g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.

h) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile within Sri Lanka

i) "Party" means either or both the Client or the Consultant, as the context requires.

j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof;

k) "Proposal" means the Technical Proposal and the Financial Proposal.

l) "RFP" means the Request for Proposal prepared by the Client for the selection of Consultants.

m) "Services" means the work to be performed by the Consultant pursuant to the Contract.

n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities,

tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The interested parties are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Client named in the Data Sheet will select a consulting firm/ organization (the Consultant) from the received proposals, in accordance with the method of selection specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.2 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

1.4 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. (same as below 1.5?)

Conflict of Interest

1.5 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

i. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project. Similarly, a Consultant hired to prepare Terms of Reference

for an assignment should not be hired for the assignment in question.

Conflicting relationships

ii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of the (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

1.5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.5.3 No agency or current employees of the Client shall work as Consultants Personnel under their company. Recruiting former employees of the Client to work for their company is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Proposal Validity

1.6 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period. Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents on or before the deadline for clarifications indicated in the Data Sheet. Any request for clarification must be sent in writing (via post, e-mail or facsimile), to the Client's address indicated in the Data Sheet. The Client will respond in writing (via post, e-mail or facsimile), and will send written copies of the

response (including an explanation of the query but without identifying the source of inquiry) to all Consultants, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by by publishing an addendum in the Commission website. It is the responsibility of the consultant to regularly examind whether an amended version is available before submitting the proposal. . To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3 Preparation of Proposals

3.1 The Proposal (see para. 1.1), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

a) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

c) Documents to be issued by the Consultants as part of this assignment must be in English language.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should

indicate the names of Sub-Consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for foreign (if required) and local professional staff.

f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-6 of Section 3).

g) a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared

nonresponsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (local and foreign (if required); and (b) other expenses indicated in the Data Sheet. If stated in the Data Sheet, these costs should be broken down by activity using FORM FIN – 5 and, if appropriate, in to foreign and local expenditures. All activities and items described in the Technical Proposal must 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.

Taxes

3.7 A foreign Consultant may be subject to local taxes on amounts payable by the Client under the Contract. Any such amounts shall be indicated as separate figures in the Financial Proposal. However, they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract. The tax liability of a local Consultant shall be borne by the Consultant.

3.8 The Consultants must price the local cost in Sri Lanka Rupees only. However, the expenditure involves in foreign currency such as foreign consultant's fees and air ticket may be price in foreign currency.

4. Submission, Receipt, and Opening of Proposals

4.1 The original Proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly

marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 2.00 pm (Sri Lanka Standard time) on 3rd of December 2025**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

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

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/ or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening of Financial Proposals (only for

5.3 After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were

QCBS , FBS and LCS

considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores obtained by each qualified Consultant shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

Evaluation of Financial Proposals for QBS

5.5 Following the ranking of technical Proposals as described under 5.2 above, The Client will examine the Financial Proposal of the first ranked Consultant. First, the Client will examine whether Financial Proposal is complete. Then the Proposal is checked for arithmetical errors. The reasonability of the following in comparison with the supporting documents submitted by the Consultant is examined:

a) The remuneration rates, social costs, overheads, profits; and

b) Other costs such as out of pocket expenses, cost of surveys, equipment, office rent, supplies, travel, transport, computer rental, mobilization, and printing.

Following the ranking of technical Proposals, when selection is based on quality only (QBS),) the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Evaluation of Financial Proposals (only for QCBS , FBS , and LCS)

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if Option B is applicable under Clause 6 of GC, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated

in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if Option A is applicable under Clause 6 of GC, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet.

Combined Evaluation Technical and Financial Proposals (only for QCBS)

5.7 In case of QCBS, the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P =1) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Evaluation of Financial Proposals (only for FBS)

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. The evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

Evaluation of Financial Proposals (only for LCS)

5.9 In the case of the Least-Cost Selection, the Client will select the lowest Proposal among those that passed the minimum technical score. The evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be

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

Availability of professional staff/ experts

6.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the Letter of Invitation to negotiate.

Financial negotiations (only for QCBS , FBS and LCS)

6.4 In the cases of QCBS, FBS, and the LCS methods, unless there are exceptional reasons, the remuneration rates for staff and other proposed unit rates of the financial negotiations shall not be negotiate.

Financial negotiations (only for QBS)

6.5 For QBS method, if requested by the Client, the Consultants shall provide the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP

Conclusion of the negotiations

6.6 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given

in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet.

7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

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

Instructions to Consultants

DATA SHEET

ITC Clause Refernce	
1.1	**Name of the Client:** Public Utilities Commission of Sri Lanka **Method of selection:** Quality and Cost Based Selection (QCBS)
1.1	**The assignment is:** Selection of an Audit Firm to Carry out the Internal Audit Function of the Public Utilities Commission of Sri Lanka
1.2	**The Client will provide the following inputs and facilities:** Access to information and documents available with the Commission.,Office space ,
1.3	**Proposals shall remain valid until: 60 days from the closing date of the proposal**
2.1	**Pre-bid meeting will be scheduled on 21st November 2025 at 2.00 p.m.** (Sri Lanka standard time). **Address:** Public Utilities Commission of Sri Lanka, 6th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 3, Sri Lanka. **Pre bid meeting Minutes will be published on PUCSL web site on 24 th November 2025**
3.4 (g)	**Training is a specific component of this assignment:** No
3.6	**Other Expenses:** Out of Pocket expenses -Maximum 10 % from the professional fee
3.6	**Breakdown cost of Activities required:** Yes
4.3	**Consultant must submit the original Technical and Financial proposal and 2 copies of the Technical Proposal, Financial Proposal.**
4.4	Instructions for Submitting Proposals 1. Technical Proposal o Place the original and all copies in a sealed envelope and mentioned the "original" and "Copy". o Mentioned the name of the consultancy on the top left corner of the envelope o Clearly mark the envelope "TECHNICAL PROPOSAL." 2. Financial Proposal o Place the original in a separate sealed envelope.

	○ Mentioned the name of the consultancy on the top left corner of the envelope ○ Clearly mark the envelope "FINANCIAL PROPOSAL." ○ Add the name of the assignment. ○ Include a warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." 3. Outer Envelope ○ Place both the sealed Technical and Financial envelopes inside one outer sealed envelope. ○ Clearly mark the outer envelope with: ▪ The submission address. ▪ The reference number and title."Selection of an Audit Firm to Carry out the Internal Audit Function of the Public Utilities Commission of Sri Lanka" ▪ The warning: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 2.00 pm (Sri Lanka Standard Time) **on 3 rd Dec 2025**
4.5	**The Proposal submission address is:** Public Utilities Commission of Sri Lanka, 6th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 3, Sri Lanka. **Proposals must be submitted no later than the following date and time:** **Date: 3 rd Dec 2025** **Time:** 2**.00 pm** (Sri Lanka standard time)
4.6	**The opening of the Technical Proposal shall take place at:** **Address:** same as the Proposal submission address indicated above. **Date:** same as the Proposal submission date (deadline) indicated above. **Time: 2.00 pm** (Sri Lanka standard time)

5.2	**Criteria, sub-criteria, and point system for the evaluation of Technical Proposals:**	**Points**
	Completeness of the proposed work program in response to the scope of work	40
	Experience of the firm to carry out the Internal audit in a similar organisation	10
	Experience and the Qualification of the key professionals: (i) General Academic and professional qualification 25) (ii) Experience in similar assignments (Internal auditing) (25)	50

		100
	The minimum technical score required is:75 **Points**	
5.7	**The formula for determining the financial scores (S_f) is the following:** **$S_f = 100 \times F_m / F$**, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. **The weights given to the Technical and Financial Proposals are:** Technical = 80%, and Financial = 20%. **Overall Score = 80% × S_t + 20% × S_f**	
6.1	**Expected date and address for contract negotiations:** **Date: upon completion of the evaluation** **Address:** Public Utilities Commission of Sri Lanka, 6th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 3, Sri Lanka.	
7.2	**Expected date for commencement of consulting services**: **After the contract awarded**	

Section 3. Technical Proposal - Standard Forms

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 Terms of Reference 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 [Formulation of Procedure for Detecting Adulteration of Petroleum Fuels] in the electricity industry of Sri Lanka, in accordance with your Request for Proposal dated *[insert date]* and our Proposal. 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, i.e., before the date indicated in Paragraph Reference 1.8 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of the Data Sheet.

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: ----------

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[1] Delete in case no association is foreseen

FORM TECH- 2: CONSULTANTS ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

1. Provide here a brief (two pages) description of the background of your firm/entity including following and each associate for this assignment and the Business Registration Certifictae

Company Name			
Date of Incorporation		Business Registration Number	
Postal Address			
Email Address		Telephone Number	
Fax Number		Website	

2. Annual turnover of the bidder during last 3 years - Annual turnover must exceed Rs. 60 Million in each year.

Financial Year	Audited annual turnover (Exact figures must be provided)
	Rs.
	Rs.
	Rs.

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 SUGGESSTIONS ON THE TERMS OF REFERENCE AND COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A- On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the 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]

N/A

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

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

a) A description of the Audit firm'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 audit firm's involvement. All assignments completed by the audit firm working both privately or through other consulting firms should be mentioned. Audit firm 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.

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.

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff						
Name	Firm	Designation	Qualifications & Area of Expertise	No of years of relevant industry	Position Assigned	Task/s Assigned

FORM TECH 6: CURRICULUM VITAE OF PROPOSED PROFESSIONAL STAFF

1. **Proposed Position[3]: ----------**
2. **Name of Firm[4]: ----------**
3. **Name of Staff[5]: ----------**
4. **Date of Birth: ---------- Nationality: ----------**
5. **Education[6]: ----------**
6. **Membership of Professional Associations: ----------**
7. **Other Relevant Qualifications[7]: ----------**
8. **Languages[8]: ----------**
9. **Relevant experiences:**
10. **Employment Record[9]:**

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: ----------

[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 SCHEDULE[10]

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						
Foreign[12]																	
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														
6														
7														
8														
n														

[13] *Indicate the deliverables identified under subsection D of the TOR*

[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 to the interested parties 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 according to the instructions provided under para. 3.6 of Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FIN-5 Breakdown of Costs by Activity (if requested under Clause 3.6 of Data Sheet)

FORM FIN- 1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Formulation of Procedure for Detecting Adulteration of Petroleum Fuels] in the electricity industry of Sri Lanka, in accordance with your Request for Proposal dated *[insert date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures[15]].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.8 of the Data Sheet.

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

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

Name and Title of Signatory:----------

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

Address: **----------**

[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)		N/A	
Other Expenses (From FIN 4)		N/A	
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.*

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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
Total costs carried to FIN- 2									

FORM FIN-5 BREAKDOWN OF COST BY ACTIVITY

[18] *Delete items that are not applicable or add other items required*

[19] *Should not repeat remuneration considered under Form Fin -4*

Group of Activities (Phase)[20]:				Description[21]					
No	**Description[22]**	**Unit**	**Quantity**	**Unit Cost**			**Amount**		
				Local (Sri Lankan Rupees)	Foreign		Local (Sri Lankan Rupees)	Foreign	
					Currency	Amount		Currency	Amount
	Remuneration[23]								
1		Month[24]							
2									
3									
4									
						Sub-total Remuneration			
	Other Expenses[25]								
1									
2									
3									
4									
						Sub-total Other Expenses			
						Total for Activity (Including all Taxes)			

[20] *Name/s of activity/ies (phase) should be the same as the ones indicated in the second column of Form TECH-8 (deliverables identified under subsection D of the TOR)*

[21] *Short description of the activities whose cost breakdown is provided in this Form*

[22] *Delete items that are not applicable or add other items required*

[23] *Insert name of staff below*

[24] *If applicable change to Day/Hour*

[25] *List the item*

Section 5. Terms of Reference

Selection of an Audit Firm to Carry out the Internal Audit Function of Public Utilities Commission of Sri Lanka

1. Background

The Public Utilities Commission of Sri Lanka (PUCSL) was established as a multi-sector regulator and started the formal functions in the year 2009 when the Sri Lanka Electricity Act No. 20 of 2009. Licenses have already been issued to generate, transmit and distribute electricity. 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 people engaged in, or in commercial activities connected with, the generation, transmission, distribution, supply, and use of electricity.

The PUCSL has its own fund, and the regulatory levy is the main revenue stream. PUCSL manages a budget approved by the Commission and published in the Government Gazette. The PUCSL has the power to recruit and remunerate the staff of the Commission as appropriate. The Commission focuses on core activities while outsourcing ancillary services. In this context, the Commission has decided to outsource its internal audit function for three years

2. Objectives of the Internal Audit

The overall objectives are to:

- Provide an independent professional opinion on efficiency, effectiveness, and economy of operations and transactions.
- Evaluate adequacy and effectiveness of financial and operational management and internal controls.
- Ascertain compliance with policies, procedures, guidelines, and laws applicable to PUCSL.
- Identify critical weaknesses and areas for improvement and recommend remedial actions with timelines.
- Ensure accountability and transparency in all financial and operational transactions.

2. Scope of Work

The outsourced internal audit function will focus on:

- **Risk Management**: Evaluate the effectiveness of risk identification, assessment, and

mitigation strategies related to regulatory operations, financial operations, legal and regulatory compliances.

- **Internal Controls**: Assess adequacy of controls over financial reporting, transaction processing, and operational workflows (e.g. tariff methodology, consumer complaint handling etc..)
- **Governance**: Review alignment with policies, laws and stakeholder expectations (e.g., Board and other subcommittee decisions).

- **Compliance**: Monitor compliance with laws, regulations, directives, and statutory obligations (taxes, EPF, etc.) and assist management in developing internal controls to ensure legal and other statuory compliance.
- **Operational Efficiency**:
- Review operations of all divisions, including Regulatory Affairs, Tariff, Consumer Affairs, Renewable Energy, Licensing, Corporate Communication, IT, Finance, HR & Admin, Compliance and research and Legal
- Assess reliability and effectiveness of computerized systems (SAP/HRIS/IRS/DMS/LIS etc…).

3. Key Responsibilities

The outsourced firm will:

I. Risk Assessment

II. Develop a Risk-Based Audit Plan & Audit Program:

a. Conduct a risk assessment to prioritize high risk areas

b. Align the audit plan & Audit Program with strategic objectives of PUCSL and regulatory requirements.

III Perform Audits:

c. Conduct fieldwork, including interviews, transaction testing, and documentation reviews.

d. Evaluate governance, risk management, and internal controls.

IV Report Findings:

e. Draft internal audit report with the comments of senior management.

f. Submit the final detailed reports to the Audit Committee, including recommendations for improvement.

g. Highlight critical weaknesses, compliance gaps, and operational inefficiencies.

V Follow-Up:

h. Monitor implementation of audit recommendations and report progress to the Audit Committee.

4. Deliverables and Time Frame

I. **Annual Audit Plan & Audit Program**: To be approved by the Audit Committee before execution.

II. **Audit Reports**: To be issued quarterly with executive summaries and actionable recommendations.

The Internal Auditors should furnish a quarterly audit report (along with the checklists) to each Audit Committee meeting with an executive summary of the critical issues/findings that require the attention of the senior management. The draft quarterly report needs to be discussed with the respective division head/senior management by providing an opportunity to understand the findings of the internal auditor. The Internal Auditor provides detailed recommendations to resolve the identified issues that are feasible to implement by the Commission.

Related Task & Activity No.	Required Deliverable	Time frame (after awarding the contract)
I	Risk Assessment	Within 06 weeks of the inception
II	Annual Audit Plan & Audit Program	Within 08 weeks of the inception
II	Quarterly Audit Reports	Within 20 days from the last date of the quarter

5. Procedure for review of Deliverables

The Director, Compliance of the PUCSL coordinates the Consultancy firm and review deliverables.

6. Qualifications and Experience

The firm must demonstrate:

- **Minimum 10 years of experience** in internal auditing.
- **Minimum 5 years of experience** in auditing in government institutions, preferably in a regulatory body.
  Partner/Audit Manager -Overall coordination, & planning, and team leadership, reporting, liaison with client.

  Qualified Chartered Accountant with at least 10 years of experience as a partner/manager with expertise in the area of internal audit planning, execution and reporting .

Audit Team Leader - Responsibility to lead the audit teams in the field, planning and execution of the audits, discussions with head of office at state and report writing and finalization.

Qualified Chartered Accountants with at least 5 years of experience in internal audit with expertise in procurement audit desirable and with ability to lead the team and

- Team Member - Person with experience in SAP, budgets, and financial rules of the Govt. experience in procurement .Partly qualified experience in a relevant professional bodies (CASL,ACCA,CMA ,CIMA or fully qualified in AAT)

- Team Member - Assistant with experience in internal audit and report writing. Experience in overall internal audit is desirable. partly qualified experience in a relevant professional bodies (CASL,ACCA,ACMA,CMA ,CIMA or fully qualified in AAT)

- **References**: Provide **contactable references** from similar engagements, including project scope, cost, and outcomes.**Team Expertise: Submit CVs** and a skills matrix for proposed auditors, emphasizing experience in financial controls, and regulatory compliance.

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

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.

8. 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:

Aspects	**Maximum Score**
Completeness of the proposed work program in response to the scope of work	40
Experience of the firm to carry out the Internal audit in a similar organisation	10
Experience and the Qualification of the key professionals: (i) General Academic and professional qualification 25) (ii) Experience in similar assignments (Internal auditing) (25)	50

Financial Evaluation

After technical evaluation, the financial proposal of the audit firm 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.

9. Independence and Objectivity

a. The firm must maintain **independence** from PUCSL management and operations.

b. No conflicts of interest.

10. Reporting Structure

The firm will report directly to PUCSL's Audit and Management **Committee**, with regular updates to senior management.

11. Method of Payment

Payments are made within two weeks from the end of each submission of deliverables, as section 4 above.

Contract Terms

Duration: Three years.

12. Method of selection

13. Collection of Request for Proposal

This RFP is available on the Commission's website at www.Puscl.gov.lk.

14. Submission of Proposals

Proposals are to be: submitted by **2:00 pm on 3rd December 2025** and should be addressed to the Chairman, Procurement Committee, Public Utilities Commission of Sri Lanka. They should be submitted in two (2) separate sealed envelops marked in upper left-hand corner" Selection of Audit Firm to Carry out Internal Audit Function of Public Utilities Commission of Sri Lanka"

Section 6. 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 Refernce 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 hereo 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 Personnel

(a) The Consultant shall employ and provide such qualified and 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 6.3of 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) day s 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) day s 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) day s 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	**The addresses are:** **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:** shantha@pucsl.gov.lk **Telephone:** (+94 11)2392607/8 **Consultant:** **Attention:** **Facsimile:** **E-mail:** **Telephone:**
{1.8}	{The Member in Charge is [insert name of member]} 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.
1.9	**The Authorized Representatives are:** **For the Client:** Director General, Public Utilities Commission of Sri Lanka **For the Consultant:**
{2.1}	{**The Effectiveness conditions are**: *[will be discussed at the negotiations]}*
2.2	**The date for the commencement of Services is**: *[will be discussed at the negotiations]*
2.3	**The time period shall be** *[will be discussed at the negotiations]*.. months from date of Commencement.
3.4	N/A

3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	Client will provide recommendation letters on request
6.1	**The applicable Payment Terms**
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].[26]
6.5	**Payments shall be made according to the following schedule:** **Local Currency Component:** As per the Section 4 of the TOR
6.6	**The interest rate is:** 0% per month.
8.2	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator: (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.

[26] *If no foreign currency payment is involved specify as " none"*

	2 Substitute Arbitrators. 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.
	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.

V. 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:

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.

Bank Guarantee for Advance Payment

_____[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:_____[Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [Reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])[27] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the day of _____, 2___,[28] whichever is earlier. Consequently, any demand for payment under this guarantee

[27] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.*

[28] *Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six*

must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All text indicated in [ ] (squire brakets) is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

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months][one year], in response to the Client' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."