



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REQUEST FOR PROPOSALS

FOR

**ENGAGEMENT OF A PROFESSIONAL CONSULTANCY FIRM
TO CARRY OUT A COMPREHENSIVE BUSINESS
VALUATION OF CPC RELATED TO THE SAPUGASKANDA
OIL REFINERY DEVELOPMENT AND ITS RELATED
OPERATION**

REF/CPCD/02/2026

CEYLON PETROLEUM CORPORATION
REFINERY DIVISION SAPUGASKANDA
P.O.BOX: 11, KELANIYA.
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REQUEST FOR PROPOSALS

Engagement of a Professional Consultancy Firm to carry out a Comprehensive Business Valuation of CPC related to the Sapugaskanda Oil Refinery Development and its related Operation

REF/CPCD/02/2026

1. Ceylon Petroleum Corporation (CPC) is the state-owned entity responsible for petroleum refining, importation, storage, distribution, and marketing in Sri Lanka. The Sapugaskanda Oil Refinery, located near Colombo and commissioned in 1969, is the country's only refinery. It was originally designed to process 38,000 barrels per stream day (BPSD) and is currently operating at approximately 50,000 BPSD. The refinery produces a range of petroleum products including gasoline, diesel, kerosene, Jet A-1, LPG, chemical naphtha, furnace oil, and bitumen, thereby playing a vital role in Sri Lanka's national fuel supply and energy security.
2. In response to increasing demand, evolving environmental standards, and aging infrastructure, CPC is exploring modernization and expansion of the Sapugaskanda Oil Refinery to approximately 100,000 BPSD with investment and partnership decisions, as well as long-term planning. To support these strategic initiatives, CPC intends to undertake a comprehensive and independent business valuation of the refinery and its operations covering physical assets, operational capabilities, financial performance, and intangible assets ...etc. to provide a reliable and transparent assessment of the refinery's overall business value.
3. Accordingly, the Department Consultant Procurement Committee (CPCD) on behalf of the Ceylon Petroleum Corporation invites proposals to select a suitable valuation firm with following minimum qualifications.
 - A. Legal Status and Registration
 - The firm shall be a legally registered entity engaged in valuation, financial advisory, or related consultancy services.
 - The firm shall maintain a permanently established branch or registered office in Sri Lanka, capable of providing continuous professional engagement.
 - B. Any agents, sub-agents, representative, or nominee acting on behalf of a bidder shall register at the Department of Registrar Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, and No. 3 of 1987 for every public contract value exceeding Sri Lankan Rupees Five million (LKR 5,000,000)
 - C. Relevant Institutional Experience
 - The firm shall demonstrate at least ten (10) years of experience in conducting business valuation assignments.
 - The firm shall have demonstrable experience in at least one (01) valuation assignment in the oil & gas, refining, petrochemical, energy, or other heavy industrial sectors.
 - D. Professional Standards
 - The valuation shall be conducted in accordance with International Valuation Standards (IVS) or equivalent to internationally recognized standards.

E. Key Professional Staff

The proposed team shall include at minimum:

- a. Engagement Leader / Project Director –
 - Possessing a recognized professional valuation qualification such as CFA / RICS / ASA / CA/CIMA or equivalent
 - Minimum 10 years of professional experience in valuation or financial advisory.
- b. Lead Business Valuer -
 - Possessing a recognized professional valuation qualification such as RICS / ASA or equivalent.
- c. Petroleum / Refinery Technical Expert -
 - Recognized degree in Petroleum / Chemical / Mechanical Engineering with minimum 10 years experience in refinery or petroleum sector assets.

F. Conflict of Interest

- The firm shall provide a declaration confirming that no conflict of interest exists with potential investors, bidders, or parties associated with the refinery expansion project.

G. Financial Capacity

- The firm shall demonstrate adequate financial capability and organizational resources to undertake the assignment.

4. Bidding documents can be downloaded from CPC website, i.e. - <http://ceypetco.gov.lk/public-tenders/>.
5. The Bid will be closed at 1400 hrs. On 15.06.2026 and the Technical Proposal will be opened at the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09 after closing of the Bid. Consultants or their authorized representatives will be permitted to be present at the opening of the Technical Proposals.
6. Pre-Bid Meeting will be held at 1000 hrs on 25.05.2026 as hybrid meeting at Conference room of the Sapugaskanda Refinery and through Online which can be requested through Refinery Project Department ref.projects@ceypetco.gov.lk at least two days prior to pre-bid meeting.
7. Bids may be submitted either by registered post or deposited in the Tender Box located at the office of the C/o Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09. Only Technical Proposals shall be submitted via email to tenders@ceypetco.gov.lk.
8. Clarifications (if any) shall be sought from Deputy Refinery Manager (Maintenance & Project) over e-mail drm.mp@ceypetco.gov.lk or Telephone +94(0)117732977.

Your Sincerely,

Chairman

Department Consultants Procurement Committee,

Ceylon Petroleum Corporation

Refinery Division – Sapugaskanda,

P.O. Box 11, Kelaniya,

Sri Lanka.

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SECTION 1- LETTER OF INVITATION

Letter of Invitation

Engagement of a Professional Consultancy Firm to carry out a Comprehensive Business Valuation of CPC related to the Sapugaskanda Oil Refinery Development and its related Operation

1. The Department Consultant Procurement Committee (CPCD) on behalf of the Ceylon Petroleum Corporation invites proposals to provide the above consultancy service. More details on the services are provided in the Terms of Reference attached.
2. This Request for Proposal (RFP) is issued under the International Competitive Bidding (ICB).
3. A Consultant will be selected under Quality and Cost based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies described in the latest version of the “Guidelines for Selection and Employment of Consultants”, published by National Procurement Agency (NPA) of Sri Lanka.
4. This RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract

Yours sincerely,

Chairman
Department Consultants Procurement Committee,
Ceylon Petroleum Corporation
Refinery Division - Sapugaskanda
P.O. Box 11,
Kelaniya.
Sri Lanka

SECTION 2 - INSTRUCTIONS TO CONSULTANTS

Instructions to Consultants

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| Definitions | <ul style="list-style-type: none">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 as the General Conditions (GC), the Special Conditions and the form of agreement.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 the shortlisted Consultants, with all the information needed by them to prepare their proposals.h. “Local Personnel” means such professionals and support staff who at the time of bidding had their domicile within Sri Lanka.<ul style="list-style-type: none">i. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.j. “Party” means either or both the “Client” or the “Consultant”, as the context requires.k. “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;l. “Proposal” means the Technical Proposal and the Financial Proposal.m. “RFP” means the “Request for Proposal” prepared by the Client for the selection of Consultants.n. “Services” means the work to be performed by the Consultant pursuant to the Contract.o. “Sub-Consultant” means any person or entity with whom, the Consultant subcontracts any part of the Services.p. “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 the expected results and deliverables of the assignment |
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| <p>1.Introduction</p> | <p>1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from Bids received according to the selection criteria in accordance with the QCBS method specified in the Data Sheet.</p> <p>1.2 The Bidders are invited to submit a “Technical Proposal” and a “Financial Proposal” for consulting services required for the assignment named under the paragraph 1.2 of the Data Sheet. The Proposal will be the basis for contract negotiations, and ultimately for a signed Contract with the selected Consultant.</p> <p>1.3 Consultants should familiarize themselves with local conditions of the location where the assignment has to be carried out and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants or their authorized representatives are encouraged to visit the Client, before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet, to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time, to allow them to make appropriate arrangements.</p> <p>1.4 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 which are available with the Client.</p> <p>1.5 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.</p> |
| <p>Conflict of Interest</p> | <p>1.6 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.</p> <p>1.6.1 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:</p> |
| <p>Conflicting Activities</p> | <p>(a) A firm that has been engaged by the Client to provide goods, works or services other than consulting services, and any of its affiliates shall be disqualified from providing consulting services related to those goods, works or services. Conversely a firm hired to provide consulting services and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services, resulting from or directly related to the firm’s consulting services.</p> |

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| <p>Conflicting Assignments</p> | <p>(b.) 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.</p> |
| <p>Conflicting Relationship</p> | <p>(c.) 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 (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.</p> <p>1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict, that impacts their capacity to serve in 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 and/or the termination of its Contract.</p> <p>1.6.3 No agency or current employees of the Client shall work as Consultants Personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided, no conflict of interest exists. When the 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.</p> |
| <p>Unfair Advantage</p> | <p>1.6.4 If a short listed Consultant could derive a competitive advantage from having provided consultancy services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP, all information in that respect gives such Consultant any competitive advantage over competing Consultants.</p> |
| <p>Only One Proposal</p> | <p>1.7 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub Consultant including individual experts, to more than one proposal.</p> |
| <p>Proposal Validity</p> | <p>1.8 The Data Sheet indicates how long Consultants’ Proposals must remain valid, after the submission date. During this period, the 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; the Client may request Consultants to extend the validity period of their proposals.</p> |

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| <p>Eligibility of Sub-Consultants</p> | <p>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 the 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.</p> <p>1.9 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the requirements set forth in this RFP.</p> |
| <p>Fraud and Corruption</p> | <p>1.10 The officials of the procuring entity, as well as Consultants participating in this consultant selection process, should adhere to the highest ethical standards both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:</p> <ul style="list-style-type: none"> (a.) “corrupt practice” means offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence the action of a public official in the selection process or in contract execution; (b.) “fraudulent practice” means a misrepresentation or omission of facts, in order to influence a selection process or the execution of a contract; (c.) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the PE, designed to establish prices at artificial and noncompetitive levels; (d.) “Coercive practices” means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract. |
| <p>2. Clarification and Amendment of RFP Documents</p> | <p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, to the Client’s address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all 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.</p> <p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants, and will be binding on them. Consultants shall acknowledge receipt of all amendments. 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.</p> |

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| <p>3. Preparation of Proposals</p> | <p>3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.</p> <p>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.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p>(a.) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non short-listed Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> <p>(b.) 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.</p> <p>(c.) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p> <p>(d.) Documents to be issued by the Consultants as part of this assignment must be in English language.</p> |
| <p>Language</p> <p>Technical Proposal Format and Content</p> | <p>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).</p> <p>(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 in their CVs’ if so requested by the Client.</p> |

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| <p>Financial Proposals</p> <p>Taxes</p> | <p>(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).</p> <p>(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 Proposal 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.</p> <p>(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).</p> <p>(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.</p> <p>(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).</p> <p>3.5 The Technical Proposal shall not include any financial information related to the financial proposal. A Technical Proposal containing such financial information may be declared non responsive.</p> <p>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</p> <p>(a) Remuneration for local and foreign staff (if required); and</p> <p>(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, into foreign and local expenditures. All activities and terms 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.</p> <p>3.7 A foreign Consultant may be subject to local taxes on amounts payable by the Client under the Contract. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations and applicable amounts will be included in the Contract. The tax liability of a local Consultant shall be borne by the Consultant.</p> <p>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.</p> |
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| <p>4. Submission Receipt, and Opening of Proposals</p> | <p>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.</p> <p>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”.</p> <p>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 the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal shall be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>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 1400 hrs. On 15.06.2026 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 become a 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 as non-responsive.</p> <p>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.</p> <p>4.6 The Client shall open the Technical Proposal immediately after the deadline date/time for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p> |
| <p>5. Proposal Evaluation</p> | <p>5.1 From the time the Proposals are opened up 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</p> |

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| <p>Evaluation of Technical proposals</p> | <p>Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>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.</p> |
| <p>Public Opening of financial Proposals (Only for QCBS, FBS and LCS)</p> | <p>5.3 After the technical evaluation is completed in accordance with paragraph above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were 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 the 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.</p> <p>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.</p> |
| <p>Evaluation of Financial Proposals (Only for QCBS, FBS and LCS)</p> | <p>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 former 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.</p> |

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| <p>Combined Evaluation of Technical and Financial Proposals (Only for QCBS)</p> | <p>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</p> |
| <p>6. Negotiation</p> | <p>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.</p> |
| <p>Technical negotiations</p> | <p>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.</p> |
| <p>Availability of Professional staff/experts</p> | <p>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.</p> |
| <p>Financial negotiations (only for QCBS, FBS and LCS)</p> | <p>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 negotiated.</p> |
| <p>Conclusion of the negotiations</p> | <p>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.</p> |

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| <p>7. Award of Contract</p> | <p>7.1 After completing negotiations the Client shall award the contract to the selected Consultants, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.</p> <p>7.2 The Client will notify the selected Consultant the date, time and venue for the signing of Agreement following the template given in Section 6. The option selected for method of payment, under GC Clause 6 is stated in the Data Sheet.</p> <p>7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> |
| <p>8. Confidentiality</p> | <p>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 award of contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its proposals and may be subjected to provisions of the Bank's antifraud and corruption policy.</p> |

Instructions to Consultants

DATA SHEET

| Paragraph Reference | Description |
|---------------------|---|
| 1.1 | Name of the Client : Ceylon Petroleum Corporation (CPC) Method of selection: Quality and Cost based Selection (QCBS) method |
| 1.2 | The assignment is for Engagement of a Professional Consultancy Firm to carry out a Comprehensive Business Valuation of CPC related to the Sapugaskanda Oil Refinery Development and its related Operation. |
| 1.3 | The Pre-Proposal Conference will be held at 1000 hrs on 25.05.2026 as a hybrid meeting, at the Conference room of the Sapugaskanda Refinery and via Online platform. (The meeting link which can be requested from Refinery Project Department ref.projects@ceypetco.gov.lk at least two days in advance) The Client's representative is: Refinery Manager Address: Ceylon Petroleum Corporation Refinery Division - Sapugaskanda, P.O. Box 11, Kelaniya, Sri Lanka Telephone: +94(0)112400433 E-mail: refinery.manager@ceypetco.gov.lk |
| 1.4 | The Client will provide following inputs and facilities with no cost to the consultant a) Office space within CPC refinery during the assignment. b) Relevant Documents or any other required to conduct the business Valuation. |
| 1.8 | Proposals must remain valid for 91 days from the date of opening of Bids. |
| 2.1 | Clarifications may be requested on or before 1400 hrs (Sri Lankan time) on 01.06.2026 . The Client shall circulate the answers for the clarifications sought by the prospective consultants on or before 1400 hrs (Sri Lankan time) on 08.06.2026 The address for requesting clarifications is: Deputy Refinery Manager (Maintenance & Project) Ceylon Petroleum Corporation Refinery Division - Sapugaskanda, P.O. Box 11, Kelaniya, Sri Lanka |

| | | |
|---------|---|--|
| | E-mail: drm.mp@ceypetco.gov.lk Telephone: +94(0)117732977 | |
| 3.3 (a) | Consultants may associate with other Consultants: No | |
| 3.3 (b) | The estimated number of professional staff-months required for the assignment is: 2 months | |
| 3.4 (g) | Training is a specific component of this assignment: No | |
| 3.6 | Other Expenses: All the expenses born by the Consultant has to be included in the Financial Proposal Breakdown cost of Activities required?: Yes | |
| 4.3 | Consultant must submit the following documents in two separate envelopes. a) Original and one (01) copy of Technical Proposal with one (01) softcopy b) Original of Financial Proposal. | |
| 4.5 | <p>a) The Proposal submission address is:</p> <p style="text-align: center;">C/o Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No 609, Dr. Danister De Silva Mawatha, Colombo 09.</p> <p>E-mail: tenders@ceypetco.gov.lk</p> <p>Proposals must be submitted no later than the following date and time: 15.06.2026 at 1400 hrs. (Sri Lankan time).</p> | |
| 5.2 | The Technical Proposal evaluation (St) shall consist of the following criteria, sub-criteria: | |
| | Criteria | Sub-criteria |
| | 1. Institutional capability and reputation | <ul style="list-style-type: none"> • Corporate profile, organizational structure, and institutional capacity of the firm <i>[Points:03]</i> • International reputation and professional recognition (membership in professional bodies such as RICS, ASA, CFA or equivalent) <i>[Points:06]</i> • Institutional track record and global/regional affiliation in valuation and financial advisory services <i>[Points: 08]</i> • Institutional systems including quality assurance procedures and compliance with International Valuation Standards (IVS) <i>[Points: 04]</i> |
| | | 25 |

| | | | |
|--|--|--|--|
| | | <ul style="list-style-type: none"> • Awards, recognitions, or notable achievements in valuation or financial advisory services <i>[Points:04]</i> | |
| | <p>2. Specific experience of the Consultants for the last ten (10) years.</p> | <ul style="list-style-type: none"> • Experience in large-scale asset or enterprise valuation assignments, or major infrastructure projects of similar scale (Value > USD 250 Mn) <i>[Points: 2 each, Max 08 Points]</i> • Experience in oil & gas, refinery, petrochemical, or energy sector business valuation projects (Value > USD 150 Mn) <i>[Points: 4 each, Max 08 Points]</i> • Experience in valuations supporting Joint Ventures (JV), PPP transactions, mergers & acquisitions, or strategic investment decisions. <i>[Points: 3 each, Max 06 Points]</i> • Experience in assignments involving state-owned enterprises (SOEs) or large public infrastructure assets. <i>[Points: 03]</i> <p>Note- client reference of successfully completion of the exact projects to be submitted.</p> | <p style="text-align: center;">25</p> |
| | <p>3. Methodology and work plan</p> | <ul style="list-style-type: none"> • Understanding of the assignment and objective <i>[Points: 05]</i> • Proposed valuation methodology and analytical framework (DCF, ANAV, etc.) <i>[Points: 07]</i> • Work plan, timeline, and deliverable schedule <i>[Points: 05]</i> • Approach for data collection, stakeholder consultation, and risk management <i>[Points: 03]</i> | <p style="text-align: center;">20</p> |

| | | |
|--|---|-------------------|
| <p>4. Key professional staff qualifications and competence for the assignment</p> | <p>a) Engagement Leader / Project Director - [Total Points: 06]</p> <ul style="list-style-type: none"> • A CFA / RICS / ASA / CA/CIMA or equivalent <i>[Points: 02]</i> • Minimum 10 years professional experience in the same field. <i>[Points: 02]</i> • Experience leading similar valuation / transaction advisory assignments <i>[Points: 02]</i> <p>b) Team Members/Key staff (Minimum of 04 consultants) - [Total Points: 14]</p> <p>1. Lead Business Valuation Expert: RICS / ASA or equivalent Chartered Valuer, Experience in enterprise / large-scale valuation assignments <i>[Points: 05]</i></p> <p>2. Petroleum / refinery technical expert: Recognized degree in Petroleum / Chemical / Mechanical Engineering, Experience in refinery / petroleum sector assets <i>[Points: 05]</i></p> <p>3. Supporting team expertise and adequacy of staffing: Team composition, i.e., Accounting / Financial Reporting Specialist, Market / Industry Analysis Specialist, Relevant technical / financial experience <i>[Points: 04]</i></p> | <p>20</p> |
| <p>5. Financial capacity and organizational resources</p> | <ul style="list-style-type: none"> • Financial stability of the firm based on audited financial statements for the last year (Positive Net Profit Margin, Positive Return on Equity, Current Ratio greater than one (1), Gearing Ratio less than 50%) <i>[Points: 04]</i> • Average annual turnover from consultancy / advisory services (Last three years more than or equivalent LKR 100 Mn). <i>[Points: 03]</i> • Access to financial resources and ability to sustain the assignment (Positive working capital) <i>[Points: 03]</i> | <p>10</p> |
| <p>Total points</p> | | <p>100</p> |
| <p>The minimum technical score St required to pass is: 70 Points</p> | | |

| | |
|-----|---|
| | |
| 5.6 | <p>For the conversions to Sri Lankan Rupees:</p> <p>The source of official selling rates is: Central Bank of Sri Lanka</p> <p>The date of exchange rates is: 14 days prior to the bid closing date as stipulated in the data sheet.</p> |
| 5.7 | <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>$T = 0.7$ and $F = 0.3$</p> |
| 6.1 | Expected date and address for contract negotiations: Will be informed later |
| 7.2 | The payment option applicable is : Option A (lump sum assignment) |
| 7.3 | Expected date for commencement of consulting services : Will be informed later |
| 9 | <p>Period of the Contract: Period of this contract is 8 weeks from the date of signing Contract Agreement in order to the selected consultant.</p> <p>The contract period may be extended depending on the circumstances. Remuneration per month for any extensions shall remain the same.</p> |

SECTION 3 - TECHNICAL PROPOSAL

Standard Forms for Technical Proposal

| | |
|--------|--|
| 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 (TOR) 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 |
| TECH-9 | Proposal Security Declaration |

Note:

1. The Consultant shall submit all relevant supporting and documentary evidence to substantiate the information provided in according to the Terms of Reference (TOR) with standard forms of Technical proposal.

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 [Insert title of assignment] 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]³³

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 Organisation:

Address:

.....
.....

³³ Delete in case no association is foreseen

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

| | | | |
|--|--|---|--|
| Name of the Firm ³⁴ | | | |
| Name and address of 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 pro files such as Project Director/Coordinator, Team Leader): | | | |
| Narrative description of Project: | | | |
| Description of actual services provided by your staff within the assignment: | | | |

³⁴ Indicate the firms' name or associate firms' name

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON 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.]

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.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

- a) Technical Approach and Methodology,*
 - b) Work Plan, and*
 - c) Organization and Staffing,*
-
- a) Technical Approach and Methodology. Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
 - b) Work Plan. Should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
 - c) Organization and Staffing. Should propose the structure and composition of the team. Should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-6 CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position³⁵:
2. Name of Firm³⁶:
3. Name of Staff³⁷:
4. Date of Birth:..... Nationality:
5. Education³⁸:
6. Membership of Professional Associations:
7. Other Relevant Qualifications³⁹:
8. Languages⁴⁰:
9. Employment Record⁴¹:

From [Year]: to [Year]

Employer

Position held (with brief description)

13. Certification

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

..... Date

[Signature of staff member]

..... Date

[Signature of authorized representative of the client]

Full name of authorized representative:

³⁵ only one candidate shall be nominated for each position

³⁶ Insert name of firm proposing the staff

³⁷ Insert full name

³⁸ Indicate /university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment

³⁹ Indicate significant qualification/ training

⁴⁰ For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

⁴¹ 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

| N° | Name of Staff | Staff input (in the form of a bar chart) ⁴³ | | | | | | | | | | | | | | 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 | | | | | |
| Foreign⁴⁴ | | | | | | | | | | | | | | | | | | | |
| 1 | | [Office] | | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | Subtotal | | | | | |
| | | | | | | | | | | | | | | Total | | | | | |

Full Time Input
 Part time input

⁴² For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

⁴³ Months are counted from the start of the assignment. For each staff indicate separately staff input for office and field work

⁴⁴ Only if Expatriate staff is proposed

FORM TECH-9 PROPOSAL SECURITY DECLARATION

Date: _____ [insert date by consultant]

Name of contract: Engagement of a Professional Consultancy Firm to carry out a Comprehensive Business Valuation of CPC related to the Sapugaskanda Oil Refinery Development and its related Operation

Contract Identification No: REF/CPCD/02/2026

To: Ceylon Petroleum Corporation

We, the undersigned, declare that:

1. We understand that, according to instructions to consultants (hereinafter “the ITC”), proposals must be supported by a proposal securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where proposal have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by the National Procurement Commission, for the period of three (03) years starting on the latest date set for the closing of bids of this proposal, if we:
 - (a) Withdraw our proposal during the period of the proposal validity period specified; or
 - (b) Do not accept the correction of errors in accordance with the instructions to consultants of the Bidding documents; or
 - (c) Having been notified of the acceptance of our bid by you, during the period of proposal validity,
 - i. fail or refuse to execute the Contract Form, if required,
3. We understand this proposal securing shall expire if we are not the successful consultant, upon the earlier of,
 - (i) Our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful;
 - Or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Proposal Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [Insert signature(s) of authorized representative] in the capacity of [Insert title]

Name [Insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [Insert authorizing entity]

Dated on [insert day] day of [Insert month], [Insert year]

SECTION 4 - FINANCIAL PROPOSAL

Standard Forms for Financial Proposal

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Breakdown of other 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 [Insert title of assignment] 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 figures⁴⁸]. .

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:

⁴⁸ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

FORM FIN-2 SUMMARY OF COSTS

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

| Name ⁴⁹ | Position ⁵⁰ | Input (Staff-months) | Staff Month Rate | | Amount | | |
|--------------------------------|------------------------|----------------------|------------------|--------|----------------|------------------|--------|
| | | | Currency | Amount | Local Currency | Foreign Currency | |
| | | | | | | Currency | Amount |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Costs carried to FIN - 2 | | | | | | | |

⁴⁹ Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

⁵⁰ Positions of professional staff shall coincide with the ones indicated in Form TECH-5

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

| N° | Description ⁵¹ | Unit | Quantity | Unit Cost ⁵² | | | Amount | | |
|---------------------------------------|---|------|----------|----------------------------------|----------|--------|----------------------------------|----------|--------|
| | | | | Local in Sri Lankan Rupees | Foreign | | Local in Sri Lankan Rupees | Foreign | |
| | | | | | Currency | Amount | | Currency | Amount |
| | Per diem allowances | Day | | | | | | | |
| | International flights ⁵³ | Trip | | | | | | | |
| | Communication costs | | | | | | | | |
| | Drafting, reproduction of reports | | | | | | | | |
| | Equipment, instruments, materials, supplies, etc. | | | | | | | | |
| | Use of computers, software | | | | | | | | |
| | Local transportation, | | | | | | | | |
| | Office rent, clerical assistance | | | | | | | | |
| | Cost of any other Expense | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Total Costs carried to FIN - 2 | | | | | | | | | |

⁵¹ Delete items that are not applicable or add other items required

⁵² Should not repeat remuneration considered under Form Fin -4

⁵³ Indicate route of each flight, and if the trip is one- or two-ways

FORM FIN-5 BREAKDOWN OF OTHER EXPENSES

| Group of Activities (Phase): ⁵⁵ ----- | | | | Description: ⁵⁶ ----- | | | | | |
|--|------------------------------|---------------------|----------|----------------------------------|--------|----------|---------------------------|--|---------|
| N° | Description ⁵⁷ | Unit | Quantity | Unit Cost | | | Amount | | |
| | | | | Local in Sri Lanka Rupees | | Foreign | Local in Sri Lanka Rupees | | Foreign |
| | | | | Currency | Amount | Currency | Amount | | |
| | Remuneration ⁵⁸ | | | | | | | | |
| 1 | | Month ⁵⁹ | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| Sub-total Remuneration | | | | | | | | | |
| | Other Expenses ⁶⁰ | | | | | | | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| Sub-total Other Expenses | | | | | | | | | |
| Total for Activity | | | | | | | | | |

⁵⁵ Name/s of activity/ies (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

⁵⁶ Short description of the activities whose cost breakdown is provided in this Form

⁵⁷ Delete items that are not applicable or add other items required.

⁵⁸ Insert name of staff below.

⁵⁹ If applicable change to Day/Hour

⁶⁰ List the item

SECTION 5 - TERMS OF REFERENCE

Engagement of a Professional Consultancy Firm to carry out a Comprehensive Business Valuation of CPC related to the Sapugaskanda Oil Refinery Development and its related Operation

1. BACKGROUND

1.1 Name of the PE:

Ceylon Petroleum Corporation

1.2 Location of the Assignment:

Ceylon Petroleum Corporation
Refinery Division - Sapugaskanda,
P.O.Box: 11
Kelaniya,
Sri Lanka

1.3 Introduction:

The Ceylon Petroleum Corporation (CPC) is the state-owned entity responsible for petroleum refining, importation, storage, distribution, and marketing of petroleum products in Sri Lanka. The Sapugaskanda Oil Refinery, commissioned in 1969, is the only operational oil refinery in the country and plays a vital role in ensuring national energy security and supporting the domestic fuel supply chain.

The refinery was originally designed to process Iranian Light crude oil with a nominal capacity of approximately 38,000 barrels per stream day (BPSD) and has subsequently been debottlenecked to operate at around 50,000 BPSD. Located in Sapugaskanda near Colombo, the refinery produces a range of petroleum products including gasoline (petrol), diesel, kerosene, Jet A-1 aviation fuel, LPG, naphtha, furnace oil, and bitumen, contributing significantly to the national petroleum supply system.

In response to increasing demand, evolving environmental standards, and aging infrastructure, CPC is exploring modernization and expansion of the Sapugaskanda Oil Refinery to approximately 100,000 BPSD with investment and partnership decisions, as well as long-term planning. To support these strategic initiatives, CPC intends to undertake a comprehensive and independent business valuation of the refinery and its operations covering physical assets, operational capabilities, financial performance, and intangible assets ...etc. to provide a reliable and transparent assessment of the refinery's overall business value.

In order to facilitate these strategic decisions, CPC intends to undertake a comprehensive and independent business valuation of the Sapugaskanda Oil Refinery and its operations. The valuation is expected to provide a reliable and defensible assessment of the refinery's overall business value, which will support investment decision-making, partnership negotiations, financial transparency, and strategic planning.

The valuation exercise is expected to include the identification, classification, and assessment of all relevant business components of the refinery as a composite plant, including:

- Physical and infrastructure assets, such as refinery process units, utilities, storage tanks, pipelines, land, buildings, machinery, and supporting facilities.
- Operational systems and capabilities, including process technology, production facilities, and operational efficiency.
- Financial and commercial aspects associated with refinery operations and revenue-generating activities.
- Intangible assets, including licenses, operational permits, intellectual property, brand value, human capital expertise, market and industry conditions, regulatory and ESG factors, supply chain dynamics, technological efficiency, risk profile, and future investment requirements and accumulated operational know-how
- Associated operational infrastructure and logistics that support refinery operations and product handling.

The primary objective of this assignment is therefore to establish a comprehensive, transparent, and internationally benchmarked valuation of the Sapugaskanda Oil Refinery business, which can serve as a credible reference for future investment, restructuring initiatives, strategic partnerships, and policy-level decision making.

Accordingly, CPC intends to engage a qualified professional firm with proven expertise in large-scale industrial and energy sector valuation to conduct this assignment using internationally recognized valuation methodologies and standards.

2. OBJECTIVES OF THE ASSIGNMENT

The primary objectives of this assignment are to:

1. Determine the fair value of both the tangible and intangible assets of the Sapugaskanda Oil Refinery, including its interconnected facilities and the associated refinery operational business.

2. Provide a transparent, defensible valuation suitable for use by the Ceylon Petroleum Corporation and other stakeholders.
3. Support strategic, financial, regulatory, and policy-level decision-making.

Which will focus to use by CPC to utilize the valuation submitted by the consultant in the decision-making process related to the proposed RFP for the refinery expansion project to be issued to the bidders.

3. SCOPE OF WORK

The Consultant shall undertake a comprehensive and independent enterprise valuation of the Sapugaskanda Oil Refinery, its associated facilities (Gonawala Water Intake Station, Orugodawatta Tank Farm, Sapugaskanda Storage Terminal, Near-by Acquired (Unadorned Lands) and CPC's downstream petroleum operations (Movement & Distribution Network) its market position in petroleum and related business in accordance with internationally recognized valuation standards.

As part of the assignment, the Consultant shall perform, but not be limited to, the following tasks.

3.1 Institutional and Organizational Review

The Consultant shall review the institutional and operational framework of CPC, including:

- a). CPC's mandate, legal framework, and regulatory environment governing refinery and downstream petroleum operations.
- b). The organizational structure, governance arrangements, and operational responsibilities within CPC.
- c). The structure and operations of key business segments, including:
 - Refining operations
 - Local market share and export potential
 - SPBM Facility for crude oil
 - Storage and terminal infrastructure
 - Distribution and logistics

Required information/data could be provided by CPC.

3.2 Tangible Asset Valuation

The Consultant shall identify, document, verify, and assess the value of all tangible assets associated with the Sapugaskanda Oil Refinery and its supporting infrastructure. This shall include, but not be limited to, the following:

a). Land and Buildings

Review the land extent, boundaries, ownership/title status, building structures, civil works, internal roads, drainage systems, warehouses, workshops, administrative buildings within the Sapugaskanda refinery complex and associated facilities.

b). Plant and Machinery

Detailed inventory and valuation of all refinery processing units and associated equipment such as piping networks, pressure vessels, heat exchangers, pumps, compressors, furnaces, and other mechanical equipment.

c). Utilities and Infrastructure

Assessment of utilities including boilers, steam systems, power generation units, electrical substations, cooling water systems, water treatment plants, Compressed Air System, Nitrogen & Hydrogen Storage Facility), effluent treatment plants, flare systems, fire protection systems, refinery power distribution network, Process Instrumentation and Control System and associated infrastructure.

d). Storage and Marine Facilities

Identification and valuation of crude oil and product storage tanks, LPG storage facilities, pipeline systems, and offshore facilities such as Single Point Buoy Mooring (SPBM) where applicable.

e). Laboratory and Technical Equipment

Assessment of refinery laboratory equipment used for product quality testing, process monitoring, and certification.

Assessment of Refinery Inspection and Testing Instruments

f). Movable Assets

Inventory and valuation of vehicles, forklifts, maintenance equipment, workshop machinery, fire trucks, Mobile cranes and other movable operational assets.

g). Spare Parts and Inventory

Verification and valuation of critical spare parts, maintenance inventory, catalysts, chemicals, and operational consumables used in refinery operations.

The Consultant shall also assess the physical condition, remaining useful life, level of obsolescence, and replacement cost of major assets as part of the valuation process.

3.3 Intangible Asset Identification and Valuation

The Consultant shall identify, document, and determine the fair value of all relevant intangible assets associated with the Sapugaskanda Oil Refinery and its interconnected operational business.

The assessment shall include, but not be limited to, the following:

a). Brand and Market Position

- Assessment of CPC brand value and goodwill associated with refinery operations.
- Evaluation of market position and CPC’s role in the national fuel supply chain.
- Assessment of the reputation and strength of CPC’s distribution.

b). Licenses, Rights, and Legal Privileges

- Operating licenses and regulatory approvals related to refining operations.
- Environmental permits and approvals.
- Import, refining, distribution, and storage permits.
- Statutory rights, exclusive mandates, or government concessions related to refinery operations.

c). Customer and Supply Relationships

- Long-term supply arrangements with key customers such as aviation, power generation, and industrial sectors.
- Strategic supplier agreements for crude oil and other feedstocks.
- Distribution agreements, dealership networks, and logistics arrangements.

d). Human Capital and Operational Know-how

- Specialized technical expertise in refinery operation and maintenance.
- Operational know-how in refining, logistics, and supply chain management.
- Standard operating procedures (SOPs), technical manuals, and training systems.
- Institutional knowledge embedded within CPC operations.

e). Systems, Software, and Intellectual Property

- Process control systems and related digital infrastructure.
- Enterprise systems and operational databases.
- Proprietary processes, intellectual property, patents, trademarks, and specialized engineering documentation where applicable.

4. VALUATION METHODOLOGIES

The Consultant shall determine the business value of the CPC refinery operations by applying appropriate internationally recognized valuation methodologies. These may include, but are not limited to, the following:

- Discounted Cash Flow (DCF) Method
- Adjusted Net Asset Value (ANAV) Method
- Any other internationally accepted valuation methodologies, as deemed appropriate by the Consultant

The consultant may use different accepted methodologies as indicated above and provide an internationally accepted proposition of values of the refinery business as a going concern to enable CPC to use the said values for the proposed RFP to be issued to the bidders.

4.1 Key Considerations

In performing the valuation, the Consultant shall take into account the following factors:

- The going concern assumption of the refinery operations
- The impact of government policies and regulatory frameworks on pricing and operations
- Energy transition trends and potential future fuel demand risks
- Sensitivity analysis and scenario modelling to assess the impact of key assumptions on the valuation outcome

4.2 Standards and Assumptions

- The valuation shall comply with International Valuation Standards (IVS) or other equivalent internationally recognized valuation standards.
- All assumptions, methodologies, and limitations used in the valuation shall be clearly stated and justified.
- The impact of state support, guarantees, and policy constraints shall be transparently addressed in the valuation analysis.

5. REPORTS AND SCHEDULE OF DELIVERIES

5.1 Duration of Assignment

The assignment shall be completed within Eight (8) weeks from the date of commencement.

The Consultant shall submit a detailed activity plan and work schedule, including key milestones and deliverables, as part of the proposal.

5.2 Reporting Requirements

The Consultant shall submit the following report during the assignment:

| No. | Deliverable | Contents | Time line |
|-----|---|---|-----------------------------|
| 1 | Inception report | Outlining the approach and work plan for conducting the refinery asset and business valuation. | Within first week |
| 2 | Interim Asset Database | A preliminary digital asset register tangible and identified intangible for verification by CPC management | Within second week |
| 3 | Draft Valuation Report | A detailed report containing the valuation of all assets (tangible and intangible) as per IVS, including assumptions and methodologies used | Within 5 th week |
| 4 | Final Consolidated Report and Financial Models (Excel-based) | Executive Summary, Methodology and assumptions, Tangible asset valuation schedules, Intangible asset valuation framework and results, Sensitivity and risk analysis, Key findings and limitations | Within 8 th week |
| 5 | Presentation to Board of Directors and Management (if required) | Summary of the valuation report and final outcome | Within 8 th week |

All major reports shall include an Executive Summary as a separate section. Reports shall be submitted in English, in both hard copies (at least two copies) and electronic format. The reports shall be submitted to Chairman of CPC. The Consultant shall ensure that all reports are clear, concise, and submitted according to the agreed schedule.

6. DATA, LOCAL SERVICES, PERSONNEL, AND FACILITIES

6.1 Scope of Services and Facilities to be provided by CPC

(a) Data to be provided by CPC

The following data shall be made available to the Consultant, to the extent available:

- Fixed asset register and asset specifications
- Audited financial statements
- Maintenance and capital expenditure records
- Production data and capacity utilization information
- Any other relevant data available within CPC for the purpose of the assignment

Any additional data collection, verification, or development required beyond the above shall be the responsibility of the Consultant, and CPC shall not bear any associated costs.

(b) Local Services, Facilities, and Coordination

- CPC shall facilitate access to the refinery premises and provide necessary support for site visits, inspections, and asset verification activities.
- CPC shall provide access to relevant documentation, including financial records, drawings, asset registers, and operational data, as required for the proper execution of the services.
- CPC shall provide suitable meeting room facilities at the refinery premises for stakeholder consultations and discussions.
- CPC shall designate representatives from the Finance and Technical Departments to act as focal points for coordination. These representatives shall facilitate access to data, participate in reviews, and ensure effective communication with relevant CPC departments.
- CPC Senior Management shall retain authority for final approvals and strategic decision-making related to the assignment.

6.2 Scope of Services and Facilities to be provided by the Consultant

- The Consultant shall, at its own cost, provide all resources necessary for the execution of the assignment, including but not limited to transportation, survey and testing equipment, computers, software, and communication facilities.
- The Consultant shall be responsible for all arrangements associated with international and local travel, including air tickets, visas, insurance, accommodation and other facilities.

- The Consultant shall be responsible for any additional data collection, validation, surveys, inspections, or technical assessments required to complete the assignment.
- The Consultant shall make its own arrangements for additional office facilities, administrative support, and logistics required for the performance of the services.

7. INSTITUTIONAL ARRANGEMENTS

The Consultant shall carry out the assignment under the overall supervision of CPC through its designated representatives.

The Consultant shall propose a multidisciplinary team comprising the following key personnel with minimum qualifications and experience:

| Nos | Designation | Qualifications and Experience | No. of persons |
|-----|--|--|----------------|
| 1 | Engagement Leader / Project Director | <ul style="list-style-type: none"> • CFA / RICS / ASA / Chartered Accountant (CA) or equivalent • Minimum 10 years in business valuation and financial modelling | 01 |
| 2 | Lead Business Valuation Expert | <ul style="list-style-type: none"> • RICS / ASA or equivalent Chartered Valuer • Minimum 10 years in industrial asset valuation | 01 |
| 3 | Petroleum / refinery technical expert | <ul style="list-style-type: none"> • Degree in Petroleum / Chemical / Process Engineering • Minimum 10 years in refinery or downstream petroleum operations | 01 |
| 4 | Supporting team expertise and adequacy of staffing | <ul style="list-style-type: none"> • Team Compositions, i.e., Accounting / Financial Reporting Specialist, Market / Industry Analysis Specialist, and supporting specialist, • Chartered Accountant (CA / ACCA or equivalent), Degree in Economics, Finance, or Energy Studies • Minimum 10 years in in asset valuation, business valuation, financial modelling or refinery/energy sector projects | Minimum 02 |

The proposal shall clearly identify all key personnel, their roles, qualifications, and level of engagement in the assignment.

8. CONSULTANT ELIGIBILITY REQUIREMENTS

The Consultant (firm or consortium) and proposed key personnel shall meet the following minimum qualifications to be considered eligible for this assignment.

8.1 Institutional Eligibility

- The Consultant shall be an internationally reputed valuation or financial advisory firm with demonstrable experience in conducting large-scale asset and business valuations, particularly in the oil and gas, refining, petrochemical, or other heavy industrial sectors.
- The Consultant shall maintain an established and permanently operating branch or registered office in Sri Lanka, capable of providing continuous professional engagement and technical support throughout the duration of the assignment.
- Where the proposal is submitted by a consortium, the following conditions shall apply:
 - The Lead Firm shall be an internationally recognized valuation or financial advisory firm with primary responsibility for the assignment.
 - The local partner shall possess a permanent operational presence in Sri Lanka and provide local coordination, regulatory interface, and logistical support.
 - Any agents, sub-agents, representative, or nominee acting on behalf of a bidder shall register at the Department of Registrar Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, and No. 3 of 1987 for every public contract value exceeding Sri Lankan Rupees Five million (LKR 5,000,000)

8.2 Experience and Technical Expertise

The Consultant shall demonstrate proven experience and technical expertise in asset valuation, business valuation, and intangible asset valuation, particularly in relation to complex refinery and downstream petroleum infrastructure, as well as in the petrochemical, energy, or other heavy industrial sectors.

The Consultant firm shall meet the following minimum requirements:

- A minimum of ten (10) years of professional experience in asset and business valuation.
- Demonstrated experience in conducting valuation assignments of comparable scale, complexity, and asset intensity, particularly within the energy, refining, petrochemical, or heavy industrial sectors, or comparable process industries, which will be considered a significant advantage..

The Consultant shall also demonstrate experience in the identification and valuation of intangible assets in industrial or energy-sector entities, including intellectual property, proprietary processes, software, systems, technical know-how, brand value, contractual rights, and institutional goodwill.

Familiarity with Sri Lankan regulatory and institutional frameworks relevant to the assignment will be considered an advantage.

8.3 Professional Valuation Credentials

The Lead Valuer(s) and senior members of the valuation team shall possess internationally recognized professional valuation or financial qualifications, such as:

- RICS – Royal Institution of Chartered Surveyors
- ASA – American Society of Appraisers
- CFA – Chartered Financial Analyst
- Chartered Accountant (CA or equivalent)
- Or other equivalent internationally recognized professional credentials.

8.4 Independence and Conflict of Interest

The Consultant must be fully independent and free from any actual or potential conflicts of interest.

The Consultant shall declare that it has no current or recent (within the last five years) relationship with:

- CPC competitors
- Petroleum trading entities
- Any entity that may reasonably impair the independence or objectivity of the valuation.

A formal Conflict of Interest Declaration shall be submitted with the proposal.

9. DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL BY THE CONSULTANT

The Consultant shall submit the following documents as part of the technical proposal to demonstrate compliance with the eligibility and qualification requirements.

| No | Requirement Category | Details to be Submitted |
|----|------------------------------------|---|
| 1 | Consultant's Organization | <ul style="list-style-type: none"> • Company profile including organizational structure • Legal registration documents of the firm • Details of the firm's local office or permanent establishment in Sri Lanka • In case of a consortium, a consortium agreement or memorandum of understanding indicating the roles and responsibilities of each member. |
| 2 | Relevant Experience | <ul style="list-style-type: none"> • A list of relevant valuation assignments completed during the last ten (10) years • Description of assignments involving refinery, energy infrastructure, petrochemical plants, or heavy industrial assets • Details of the scope, asset value, and client organization for each assignment • Client references with contact details (Client certificates or supporting documents as proof of successful completion) |
| 3 | Technical Approach and Methodology | <ul style="list-style-type: none"> • Proposed valuation methodology, including approaches for tangible assets, intangible assets, and enterprise value • Approach to data collection, site inspection, and asset verification • Approach to financial modelling, sensitivity analysis, and scenario analysis • Proposed work plan and timeline for completion of the assignment. |
| 4 | Key Personnel | <ul style="list-style-type: none"> • Curriculum Vitae (CVs) of all proposed key personnel • Copies of professional certifications and qualifications • Description of roles and responsibilities of each team member • Estimated level of effort and engagement of key personnel. |
| 5 | Financial Capability | <ul style="list-style-type: none"> • Audited financial statements for the last three (3) financial years, certified by an independent auditor • Evidence demonstrating the firm's financial stability and capacity to undertake the assignment. |
| 6 | Compliance and Declarations | <ul style="list-style-type: none"> • Conflict of Interest Declaration • Confirmation that the Consultant is not blacklisted by any government authority or regulatory body |

| | |
|--|---|
| | <ul style="list-style-type: none"> • Declaration of independence and professional integrity. • Proposal Security Declaration (for 91 days validity period) • Public Contract Registration Certificate issued by the Registrar of Public Contracts. |
|--|---|

10. EVALUATION CRITERIA

The proposals will be evaluated based on the following criteria.

10.1 Preliminary Eligibility Screening (Pass / Fail)

Proposals will first be evaluated to confirm compliance with the following minimum requirements:

- Legal eligibility and firm registration with the permanently established branch or registered office in Sri Lanka, capable of providing continuous professional engagement.
- Institutional eligibility and international reputation
- Minimum 10 years of valuation experience with specified projects.
- Availability of required professional qualifications of key staff.
- Submission of adequately completed technical proposals together with proposal security declaration.
- Public Contract Registration Certificate issued by the Registrar of Public Contracts

Only proposals meeting these requirements will proceed to detailed evaluation.

10.2 Detailed Technical Evaluation

Technical proposals will be evaluated based on the following criteria:

| Evaluation Criteria | Weight |
|---|---------------|
| Institutional capability, reputation | 25% |
| Relevant experience in refinery / energy sector valuation | 25% |
| Technical approach and proposed valuation methodology | 20% |
| Qualifications and experience of key personnel | 20% |
| Financial capacity and organizational resources | 10% |

Minimum technical score required: 70%

10.3 Financial Proposal Evaluation

Financial proposals will be evaluated only for consultants who achieve the minimum technical score. Evaluation will be conducted based on the Quality and Cost Based Selection (QCBS) method.

Suggested weighting:

| Component | Weight |
|--------------------|--------|
| Technical Proposal | 70% |
| Financial Proposal | 30% |

10.4 Final Ranking

The final score will be calculated using the weighted combination of technical and financial scores.

The Consultant obtaining the highest combined score will be recommended for negotiations, contract award, subject to approval by the relevant CPC procurement authorities.

11. CONFIDENTIALITY

- **Data Protection:**

All information, documents, and data obtained by the Consultant during the course of the assignment shall be treated as strictly confidential and shall be used solely for the purpose of carrying out this valuation.

The selected Consultant shall not disclose, publish, or share any information related to CPC, the Sapugaskanda Oil Refinery, or the valuation results with any third party without prior written consent from CPC.

The successful bidder shall be required to enter into a formal Non-Disclosure Agreement (NDA) with CPC prior to the commencement of the assignment.

SECTION 6 - STANDARD FORM OF CONTRACT

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, Ceylon Petroleum Corporation (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and 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: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]

Appendix A: Description of 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 F: 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 hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

.....

[Authorized Representative]

For and on behalf of *[name of 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 have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time.
- (b) “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 of the form of agreement that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than Sri Lankan Rupees.
- (h) “GC” means these General Conditions of Contract.
- (i) “Member” means any of the entities that make up the joint venture/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 that at the time of being so provided had their domicile outside Sri Lanka; “National Staff” means such professionals and support staff who at the time of being so provided had their domicile inside Sri Lanka; and “Key Personnel” means the Personnel referred to in Clause GC 4.2
- (l) “Reimbursable expenses” means all assignment-related costs that will be paid to 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 this 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.
- (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 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the 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 insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon 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 a not less than thirty (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 into 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 Consultants 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
- (b) written notice from the Consultant that such payment is overdue. 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 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) except in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- 2.7.6 Disputes about Events of Termination** If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE 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 Consultant 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 as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3
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.

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 Actions 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 into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the 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 upon 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/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. 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, agreed job descriptions, minimum qualifications, 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 ceilings set forth in Clause GC 6.1(b) 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 ceilings set forth in Clause GC 6.2 of this Contract, this will be explicitly mentioned in the agreement.

4.2 Approval of Personnel

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

4.3 Working Hours, Overtime, Leave, etc.

In case where 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 due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices 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 Payments

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)

**6.7 Cost
Estimates;
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.

**6.8
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 1/30th of a month).

6.4 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Sri Lankan Rupees

6.5 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant

specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

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

8.2 Dispute Resolution

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

III. Special Conditions of contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.6 | <p>The addresses are:</p> <p>Client: Ceylon Petroleum corporation Attention: Deputy Refinery Manager (Maintenance and Project) E-mail: drm.mp@ceypetco.gov.lk</p> <p>Consultant:</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p> |
| 1.8 | <p>{The Member in Charge is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted here. Maximum number of partners in the Joint Venture shall be limited to 03 (Three). One of the members of the Joint Venture firm shall be its lead member who shall have majority (at least 51%) share of interest in the JV firm. The other member/s shall have a share of not less than 10% each in case of JV firms. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p> |
| 1.9 | <p>The Authorized Representatives are:</p> <p>For the Client: Refinery Manager</p> <p>For the Consultant:</p> |
| 2.1 | Effective date will be the date of signing the Agreement. |
| 2.2 | The date for the commencement of Services is 7 days from the effective date. |
| 2.3 | The time period shall be 60 days from Contract Award: |
| 3.4 | The risks and the coverage shall be as follows: <i>Not Applicable</i> |
| {3.6(b)} | Soft Copies of Final reports shall be delivered in addition to the hard copies specified in said Appendix. |
| {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} | The Consultant shall adhere to all applicable general refinery procedures. |
| 6.1 | The applicable option is : Option A |

| | |
|---------------|--|
| | OPTION A |
| 6.3(a) | The amount in Sri Lankan Rupees is [insert amount]. |
| 6.3(b) | The amount in foreign currency is USD[insert amount]. ⁶⁶ |
| 6.5 | <p>Payments shall be made according to the following schedule:</p> <p><i>Note: (a) the following installments are indicative only; and (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements.</i></p> <p>Local Currency Component:</p> <ul style="list-style-type: none"> (a) An advance payment not exceeding Twenty (20) percent of the Local Currency component shall be paid on the date of effectiveness, against the submission of a demand guarantee for the same amount. (b) <i>Ten (10) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the inception report.</i> (c) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the interim report,</i> (d) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the draft final report,</i> (e) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon approval of the final report.</i> <p>Note - The advance payment shall be set off by the Client in installments proportionate to the part payments made to the Consultant, at the rates of 10%, 30%, 30%, and 30% of the advance payment, respectively</p> |

⁶⁶ If no foreign currency payment is involved specify as “none”

| | |
|------------|---|
| | <p>Foreign Currency Component:</p> <ul style="list-style-type: none"> (a) An advance payment not exceeding Twenty (20) percent of the Local Currency component shall be paid on the date of effectiveness, against the submission of a demand guarantee for the same amount. (b) <i>Ten (10) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the inception report.</i> (c) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the interim report,</i> (d) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon submission of the draft final report,</i> (e) <i>Thirty (30) percent of the lump-sum amount of the Sri Lankan Rupee component shall be paid upon approval of the final report.</i> <p>Note - The advance payment shall be set off by the Client in installments proportionate to the part payments made to the Consultant, at the rates of 10%, 30%, 30%, and 30% of the advance payment, respectively</p> |
| 6.6 | The interest rate is: <i>Not Applicable</i> |
| 8.2 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator: <ul style="list-style-type: none"> (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. 2. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 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. |

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

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

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: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

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) Per Diem allowances for each of the Personnel for every day in which such Personnel shall be required to work outside the Location
- (b) Air transport for Foreign Personnel: the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office;
- (c) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.
- (d) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.
- (e) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).
- (f) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services subject to the prior authorization in writing by the Client.

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: Consultant has to bear all the cost elements.

APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

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])¹ 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_,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹The 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.

²Insert 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

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

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

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 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.”