



REQUEST FOR PROPOSALS
FOR
PROVISION OF TECHNICAL SERVICES
FOR
AVIATION FUEL HANDLING AND
INTO-PLANE OPERATIONS
(2023-2025)

B/60/2022

CEYLON PETROLEUM CORPORATION

2022

Table of Contents

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

INVITATION FOR BIDS (IFB)
CEYLON PETROLEUM CORPORATION
Provision of Technical Services
For Aviation Fuel Handling and Into-Plane Operations
B/60/2022

1. The Chairman **Departmental Procurement Committee (DPC)** on behalf of the **Ceylon Petroleum Corporation** invites sealed bids from Guarantor Members or Associate Members of Joint Inspection Group (JIG) of Aviation Fuel Supply Industry to obtain Technical Services for Aviation Fuel Handling Activities and Into-Plane Operations comprising of Technical Services and assistance to enable CPC to carry out Aviation Fuel Handling and Into-Plane Operations as per the internationally accepted practices and standards.

The scope of this Technical Service includes;

- **Operational Services**
- **Licensed Services**
- **Inspection Services**
- **Training Services**
- **HSSE Management Services**

The initial period of this contract is three (03) years commencing from 01.01.2023

2. Bidding will be conducted through International Competitive Bidding Procedure.
3. To be eligible for contract award, the successful bidder shall be directly involved in supply, storage, handling and into-plane operations of aviation fuels and Guarantor Member or Associate Members of Joint Inspection Group (JIG) of Aviation Fuel Supply Industry.
4. Bidding documents can be obtained on working days between 0900 hrs. & 1500 hrs. up to 06.12.2022 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, after payment of non-refundable fee of Rs.20,000.00 (Rs 16,967.13 +2.5% SSCL + 15% VAT per set) or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidders who downloaded the documents should pay document fees to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the payment receipt should be submitted along with the proposal. As per the Public Contract Act No, 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and submit PCA 3 certificate along with their proposals.
5. The Bid will be **closed at 1400 hrs. on 08.12.2022** and the Technical proposals will be opened immediately thereafter at the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below.
6. All proposals shall be accompanied by a Bid-Security of Rs. 1,500,000.00 issued by a Licensed Commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka.
7. You may obtain further information from the office of Manager (Procurement & Stores) over the below mentioned telephone numbers or via e-mail.

Procurement & Stores Function,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

Telephone Nos. : +94 11 5455335

Fax Number : +94 11 5455424

E-mail : supplies@ceypetco.gov.lk

Section 1- Letter of Invitation

RFP NO:

Date:

Dear Ms.: [insert: Name and Address of shortlisted Consultant]

Ceylon Petroleum Corporation (CPC) will select a Technical Service Provider (TS provider) from reputed multinational Aviation Fuels handlers with proven track record on providing Technical Services for all aspects of Aviation Fuels handling and into-plane operations as per the international industry requirements and standards and in accordance with the bidding procedures adopted and practiced in the CPC at various Locations in Sri Lanka. The initial period of this contract is three (03) years commencing from 01.01.2023.

Eligible consultants shall have the membership of Joint Inspection Group (JIG). Subsidiaries /Franchises/ Sister Companies of the JIG Member companies shall not eligible for submission of Proposals.

The scope of this Technical Service includes;

- Operational Services
 - Licensed Services
 - Inspection Services
 - Training Services
 - HSSE Management Services
1. The Departmental Procurement Committee (DPC) on behalf of the Ceylon Petroleum Corporation (CPC) invites proposals to provide the above consultancy services efficiently and successfully. More details on the required services and scope of work are provided in the attached Terms of Reference (TOR).
 2. It is not permissible to transfer this invitation to bid to any other Consultancy Organization after the successful assignment.
 3. A Consultancy Organization with having required technical competent will be selected under the Least Cost Selection (LCS) method and as per the procedures described in this RFP, in accordance with the policies described in the latest version of the Guidelines “Selection and Employment of Consultants”, published by the National Procurement Agency (NPA) – 2006 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

Please inform us in writing at the address given below, upon receipt:

(a) That you received this Letter of Invitation; and

(b) Whether you will submit a proposal alone or in association.

Yours sincerely,

Chairman

Departmental Procurement Committee,

C/o Ceylon Petroleum Corporation,

Procurement & Stores Function,

609, Dr. Danister De Silva Mawatha,

Colombo 09,

Sri Lanka.

TEL 0094-11-5455335

E-Mail : supplies@ceypetco.gov.lk

Section 2 - Instructions to Consultants

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.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 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.
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<p>1 . Introduction</p>	<p>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.</p> <p>1.1 The Client named in the Data Sheet will select a consulting firm/organization (the “Consultant”) from those listed in the Letter of Invitation, in accordance with the selection method, described in the Data Sheet.</p> <p>1.2 The shortlisted consultants are invited to submit a “Technical Proposal” and a “Financial Proposal” for consulting services required for the assignment named in 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 his 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.</p> <hr/> <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>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>
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<p>Conflict of Interest</p> <p>Conflicting Activities</p> <p>Conflicting Assignments</p> <p>Conflicting relationship</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>(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> <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>(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</p>
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<p>Unfair Advantage</p> <p>Only one proposal</p> <p>Proposal Validity</p> <p>Eligibility of Sub-Consultants</p> <p>Fraud and Corruption</p>	<p>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>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>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>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. 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>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> <p>(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;</p>
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<p>2 .</p> <p>Clarification and Amendment of RFP Documents</p>	<p>(b.) “fraudulent practice” means a misrepresentation or omission of facts, in order to influence a selection process or the execution of a contract;</p> <p>(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;</p> <p>(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> <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>
<p>3 .</p> <p>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</p>

<p>Language</p> <p>Technical Proposal Format and Content</p>	<p>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>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> <p>(b.) Comments and suggestions on the Terms of Reference (TOR) 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</p>
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<p>Financial Proposals</p> <p>Taxes</p>	<p>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>(g.) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</p> <p>3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing 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 (a) remuneration for local and foreign staff (if required); and (b) other expenses indicated in the Data Sheet. If stated in the Data Sheet, these costs should be broken down by activity using FORM FIN – 5 and if appropriate, 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>
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<p>4 . Submission Receipt, and Opening of Proposals</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> <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 [insert the time and date of the submission deadline indicated in the Data Sheet]”. 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 for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
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<p>5</p> <p>Proposal Evaluation</p> <p>Evaluation of Technical proposals</p> <p>Public Opening of financial Proposals (Only for QCBS, FBS and LCS)</p> <p>Evaluation of Financial Proposals for QBS</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 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>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>5.5 Following the ranking of technical Proposals as described under 5.2 above, the Client will examine the Financial Proposal of the first ranked Consultant. First the Client will examine whether the Financial Proposal is complete. Then the Proposal is checked for arithmetical errors. The reasonability of the following in comparison with the supporting documents submitted by the Consultant is examined:</p> <ul style="list-style-type: none"> (a.) The remuneration rates, social costs, overheads, profits; and (b.) Other costs such as out of pocket expenses, equipment, office rent,
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<p>Evaluation of Financial Proposals (Only for QCBS, FBS and LCS)</p>	<p>supplies, travel, transport, computer rental, mobilization, and printing. Following the ranking of technical Proposals when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.</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>
<p>Combined Evaluation of Technical and Financial Proposals (Only for QCBS)</p>	<p>5.7 In case of QCBS the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p>Evaluation of Financial Proposals (Only for FBS)</p>	<p>5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. The evaluated proposal price according to para. 5.6 shall be considered and the selected firm is invited for negotiations.</p>
<p>Evaluation of Financial Proposals (Only for LCS)</p>	<p>5.9 In the case of the Least-Cost Selection, the Client will select the lowest Proposal among those that passed the minimum technical score. The evaluated proposal price according to para. 5.6 shall be considered and the selected firm is invited for negotiations</p>

<p>6 . Negotiations</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 negotiate.</p>
<p>Financial negotiations (Only for QBS)</p>	<p>6.5 For QBS method if requested by the Client, the Consultants shall provide the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP</p>
<p>Conclusion of the</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</p>

negotiations	<p>negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p>
<p>7 . Award of contract</p>	<p>7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all other Consultants submitted proposals. After Contract signature the Client shall not open Financial Proposals of the unsuccessful Consultants.</p> <p>7.2 The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment under GC Clause 6 is stated in the Data Sheet.</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 the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal, and may be subject to the provisions of the Bank’s antifraud and corruption policy.</p>

2.1	<p>Clarifications may be requested not later than 14 Days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="padding-left: 40px;">Manager (Procurement & Stores) Ceylon Petroleum Corporation No: 609 Dr. Danister de Silva Mawatha Colombo 09</p> <p style="padding-left: 80px;">Facsimile: 011-5455424 E-mail: supplies@ceypetco.gov.lk</p>
3.3(b)	A: LCS Method will be used
3.4(g)	<p>Training is a specific component of this assignment: Yes</p> <p style="text-align: center;">Refer the TOR for more details.</p>
3.6	Other Expenses: Consultant has to bear all relevant costs of this TS providing job.
3.6	Breakdown cost of Activities required?: No
3.7	All the financial transactions are subjected to prevailing taxes of Sri Lanka at the time of transaction
4.3	<p>Consultant must submit the following documents.</p> <p>(i.) original and one (01) copy of Technical Proposal</p> <p>(ii.) original and one (01) copy of Financial Proposal</p>
4.5	<p>The Proposal submission address is:</p> <p style="padding-left: 40px;">Manager (Procurement & Stores) Ceylon Petroleum Corporation No: 609 Dr. Danister de Silva Mawatha Colombo 09.</p> <p>Proposals must be submitted no later than the following date and time:</p> <p>08.12.2022 at 1400 hrs.</p>

5.2	<p>Criteria and sub-criteria for the evaluation of Technical Proposals are:</p> <p>Eligibility Criteria :</p> <ol style="list-style-type: none"> 1. Consultants shall have membership or associated membership in Joint Inspection Group (JIG). Subsidiaries /Franchises/ Sister Companies of the JIG Member companies shall not eligible for submission of Proposals. 2. Consultants shall have its own into plane service operations. 3. Consultants shall have its own Jet A-1 storage facilitates. 4. Consultants shall have its own refinery facilities including Jet A-1 production. 5. Consultants shall have its own Jet A-1 Marine Operation facilities. 6. Consultants shall have its own HSSE Management system. 7. Consultants shall have technical services providing experience in similar nature works for at least four (04) projects of different companies. Project period shall be at least one (01) year period. 8. A copy of the valid Certificate of Registration (PCA 03) issued by the Registrar of Companies together with the offer. 9. The Proposed JIG inspector shall be an independent JIG inspector. <p>Consultant who are unable to provide documentary proof for each and every above will consider as disqualified and will be rejected.</p> <p>Conditional offers are not considered for financial proposals.</p>
5.6	<p>For the conversions to Sri Lankan Rupees: The source of official selling rate is: Not Applicable</p> <p>The date of exchange rate is: Not Applicable</p>
5.7	<p>If the bidder has been fulfilled the eligibility criteria of technical proposals then open the financial proposals and LCS method will be used for the final selection.</p>
6.1	<p>Address for contract negotiations:</p> <p>Manager (Procurement & Stores) Ceylon Petroleum Corporation No: 609, Dr. Danister de Silva Mawatha Colombo 09.</p>
7.2	<p>The option applicable is : Option A</p>
7.3	<p>Expected date for commencement of consulting services is 01.01.2023 at: CPC Aviation Function, Katunayake.</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	Curriculum Vitae for Independent JIG Inspector
TECH-4	Eligibility Criteria Check List

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.8 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

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

Name and Title of Signatory: -----

Name of Consultancy Organization: -----

Address: -----

Form Tech-2 Consultant's Organization and Experience
A Consultant's Organization

Using your own format

B - Consultant's Experience

Using the format below, provide information on each relevant assignments.

Name of the Client	
Address, Email, Contact Number of Client	
Airport Name/ Location	
Approximate Value of the Contract	
Start date (Month/Year)	
Completion date (Month/Year)	
Documentary proof for particular annual inspection	
Narrative description of the consultancy services	
Documentary proof for particular contract	

Form Tech-3 Curriculum Vitae for Independent JIG Inspector

Name :

Date of Birth :

Nationality :

Education :

Membership of Professional Associations :

Other Relevant Qualifications:

Languages :

Employment Record :

From (Year): To (Year) :

Employer :

Positions held (with brief description) :

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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

.....

.....

.....

Form TECH-4 Eligibility Criteria Checklist

	Qualification Criteria	Complied	Not Complied	Remarks
1	Consultants shall have membership or associated membership in Joint Inspection Group (JIG). Subsidiaries /Franchises/ Sister Companies of the JIG Member companies shall not eligible for submission of Proposals.			
2	Consultants shall have its own into plane service operations.			
3	Consultants shall have its own Jet A-1 storage facilitates.			
4	Consultants shall have its own refinery facilities including Jet A-1 production.			
5	Consultants shall have its own Jet A-1 Marine Operation facilities.			
6	Consultants shall have its own HSSE Management system.			
7	Consultants shall have technical services providing experience in similar nature works for at least four (04) projects of different companies. Project period shall be at least one (01) year period.			
8	A copy of the valid Certificate (PCA 03) of Registration issued by the Registrar of Companies together with the offer			
9	The Proposed JIG inspector shall be an independent JIG inspector.			

Section 4 - Financial Proposal

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

FIN-2 Summary of Cost

Costs	Amount(s) in USD
Basic Services per annum	
Operational Services (<i>As per Cl. 1.0, TOR</i>)
Licensed Services (<i>As per Cl. 2.0, TOR</i>)
Inspection Services (<i>As per Cl. 3.0, TOR</i>)
Training Services (<i>As per Cl. 4.0, TOR</i>)
HSSE Management Services (<i>As per Cl. 5.0, TOR</i>)
Total for Basic Services
Provisional Sum – [<i>Emergency visits to the CPC Aviation fuel handling locations upon request made by CPC to attend technical issues</i>]	
Total for Basic Services and PS	15,000.00
Taxes if any*
Grand Total

Grand Total for three (03) years

Grand Total for three (03) years in words:

.....

Name of the Bidder:

Address:

.....

Tel. & Fax Nos. :

E-mail Address:

Signature of the Bidder:

Company seal:

*- All the financial transactions are subjected to prevailing taxes of Sri Lanka at the time of transaction

Section 5 - Terms of Reference (TOR)

(a) Background

Ceylon Petroleum Corporation (CPC) being the sole into-plane operator and the supplier of Aviation Fuels holding the total responsibility of storage and supply of those at various Locations in Sri Lanka.

CPC will select a Technical Service Provider (TS Provider) from reputed multinational aviation fuel handlers with proven track record on providing Technical Services for all aspects of aviation fuel handling and into-plane operations as per the international industry requirements and in accordance with the bidding procedures adopted and practiced in the CPC in Sri Lanka.

The initial period of this contract is three (03) years commencing from 01/01/2023. Thereafter, this agreement shall be automatically renewed for additional one (01) year period, under the same terms & conditions subject to the renewal of the performance guarantee for additional period unless terminated at the end of “Initial Term” or at any time within or after “Initial Term” by either party giving to the other six months prior written “Notice of Termination”.

(b) Objectives

The objective of this activity is to appoint a consultant to provide expert services mentioned in the “Scope of services of the consultant” of this document, to fulfill the Client’s requirements in efficiently and effectively.

(c) Scope of the Services of the consultant

1. Operational Services
2. Licensed Services
3. Inspection Services
4. Training Services
5. HSSE Management Services

1.0 Operational Services

It is required to provide followings.

- 1.1 Advice on the provision, maintenance and operations of facilities and equipment to receive, store and transport Aviation fuels.
- 1.2 Advice on the provision, maintenance and into-plane fueling operations and dispensing equipment for the safe and efficient refueling, defueling & re-delivery of aviation fuels.
- 1.3 Advice on the provision and operation of equipment to test aviation fuel for quality and condition.
- 1.4 Advice on equipment specifications and the selection of equipment connected with any phase of handling, storage, transportation and into-plane delivery of aviation fuels.
- 1.5 Advice on the changes in the international specifications of Aviation Fuels, in the use of additives, in the fuel quality requirements for specific aircraft operations and in other additives affecting the quality of aviation fuels, lubricants. Such advices shall include advice, when appropriate, on the implementation of changes in the quality of aviation fuels.
- 1.6 Advice and provision of guidance on fuels quality throughout the supply chain, including sampling, testing, documentation and equipment e.g. tanks, sampling systems, pipework and filtration, mobile and fixed facilities etc.
- 1.7 Technical Bulletins – issued from time to time by the TS Provider, shall be provided in order to provide rapid information updates in operations world-wide on matters relating to efficient, effective and safe aircraft refueling operations. Related International publications such as latest Aviation Bulletins (JIG, IATA etc.) also to be provided.
- 1.8 Licensed copies of latest editions of JIG1, JIG2, JIG 4 and EI 1530 (Hard copy and soft copy of each standard) shall be provided. Further updated versions, addendums if any issued during the contract period shall be provided.
- 1.9 HSSE guidelines, publications on lesson learnt, industry news, updates, etc. shall be provided.
- 1.10 Provide one user account to access the JIG online website for extracting documents such as bulletins, guides, publications, updates etc. This facility shall provide at the inception of the contract.

2.0 Licensed Services

- 2.1 **TS Provider** shall provide **CPC** following documents on continuous basis without limitations: the technical publications, technical advice and data on all aspects of aviation refueling developments published complying with international standards and procedures issued by them.
- 2.2 Such publications may include:
 - 2.2.1 Airport Operations Manuals /Airport Operations Work Procedures
 - 2.2.2 Aviation Fuel Quality Assurance Manual
 - 2.2.3 Aircraft Fuelling Information Manual / Aircraft Handling Guidelines
 - 2.2.4 Tank Farm & Hydrant System Maintenance Manual
 - 2.2.5 Aircraft Refueling Data Manuals
 - 2.2.6 Risk Assessments, Emergency Response Plan/Procedures & Apron Safety Manuals
 - 2.2.7 Training Manuals/Modules (Aviation Fuel Operations / Quality Control & Maintenance)
 - 2.2.8 Terminal Operations Standards / Manuals for Intermediate Storage Facilities
 - 2.2.9 Equipment Maintenance Manuals
 - 2.2.10 Vehicle specifications, Equipment Specifications
 - 2.2.11 HSSEM manual, Guideline and Procedures

Note: updates of such publications shall be replaced without cost including latest JIG manuals.

3.0 Inspection Services

- 3.1 Independent JIG Inspector along with the **TS Provider** shall make technical inspection visits to **CPC** Aviation fuel handling Locations at least once a year. At least such visit should include minimum six (06) working days in duration for inspection covering above mentioned locations, should arrange and participate in local training programs, written and oral examinations and other forms of assessments if and when required, and to discuss the facilities, equipment and procedures in use and to make recommendations as appropriate. The JIG inspector shall discuss the results of such visits with the CPC management prior to departure and shall send thereafter a visit report and a certificate of operations status within one month following completion of each inspection.
- 3.2 The **TS Provider** may at its discretion make subsequent technical inspection visits to CPC on prior notice at its own cost.
- 3.3 The Independent JIG inspector shall be deployed for annual inspection.
- 3.4 TS provider shall visit to CPC upon request for providing technical assistance as at urgent requirements. Cost associated (Air tickets, food & lodging and inland transport) with such visit shall be borne by CPC.

4.0 Training Services

- 4.1 The **TS Provider** should provide **necessary training to the staff of CPC-Aviation (approximately 100 operations staff members) in each year** in the field of aviation

fuel handling & into plane operations, aviation fuel quality control & quality assurance, and Health Safety Security and Environmental (HSSE) aspects on pre-arranged programme. The same programme shall be conducted in two consecutive sessions to ensure participation of all the shift duty operations staff. This programme can be planned along with the annual inspection visit by TS provider in a suitable location, close to BIA-Katunayake, selected by the TS provider with training materials, refreshments and lunch.

4.2 The **TS Provider** shall provide relevant foreign training for three (03) nominated

Aviation Executives of CPC-Aviation Function at least five (05) working days each year at the training programs/courses arranged by TS provider at their facilities/ airports in the field of aviation fuel handling & into-plane operations management, aviation fuel quality control & quality assurance, health, security, safety & environmental (HSSE) management aspects on pre agreed programme. It is worthwhile at least one day out of above five days shall be a practical training for main quality control tests such as meter proving test, hose pressure test etc. and other important lab tests.

4.3 The TS Provider shall provide relevant foreign training for four (04) nominated non Executives (supervisory level) of **CPC-Aviation at least three (03) working days each year** at the training programs/courses arranged by TS provider at their facilities/ airports in the region in the field of aviation fuel handling & into plane operation, aviation fuel quality control & HSSE aspects on pre agreed programme. It is worthwhile at least one day of above three days shall be a practical training for main quality control tests and other important lab tests.

4.4 Relevant cost for the above foreign Training Programmes / such as air tickets, food & lodging / course materials or other direct payments relevant to training & inland transportation shall be borne by the TS Provider. Training Schedules shall be informed to CPC at least three (03) months prior to the programme to obtain internal and governmental approvals.

4.5 Softcopies of training materials/manuals/updates etc. shall be handed over to CPC at the conclusion of each training programme.

5.0 HSSE Management Services and Insurance requirements

5.1 Implementation of Health, Safety, Security and Environmental Management System incorporated with any phase of handling, storing and transportation and into plane operation of Jet Fuel in an international standards to whole Aviation Function- Ceypetco to ensure effective and safe refueling operations.

5.2 HSSE Bulletin & Guides, publications on lesson learnt, industry news updated etc. shall be provided.

5.3 Provide necessary guidance to determine insurance requirements for aviation refueling liability insurance cover.

Section 6 - Standard Form of Contract

I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

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

Not used

Appendix B: Reporting Requirements	Not used
Appendix C: Personnel and Sub-Consultants	Not used
Appendix D: Breakdown of Contract Price	Not used
Appendix E: Services and Facilities provided by the Client	Not used
Appendix G: Form of Advance Payment Guarantee	Not used

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]

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 contract, 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 actual.
- (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.

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 is 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 written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 2.7.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.7.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall immediately upon dispatch or receipt of such notice take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively by Clauses GC 3.7 hereof.
- 2.7.5 Payment upon Termination** Upon termination of this Contract 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 expenditure 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,
 - (c) 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 re-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 Curriculum 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. (An equally competent professional acceptable to the client should only replace any change of key personnel.)
- (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' 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 Special Conditions of Contract (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 D 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 fourth five (45) 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.

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
1.1	<p><i>Definitions and interpretation</i></p> <p>“Agreement” has the meaning set forth in the first paragraph;</p> <p>“AVGAS” means aviation gasoline fuel for use in piston engine aircraft meeting the specification of ASTM D910 (Latest revision) or DEF STAN 91-090 (latest revision);</p> <p>“Aviation Fuels” Means Jet fuels and / or Avgas together with various additives;</p> <p>“CPC” means Ceylon Petroleum Corporation of Sri Lanka which was established by the Parliament act no 28th 1961;</p> <p>“CPC Aviation” means the Aviation Function and sub functions under Aviation Function of Ceylon Petroleum Corporation – Sri Lanka;</p> <p>“IPR” means intellectual property rights without limitation, registered and unregistered design rights, semiconductor rights and copyrights of any kind and any other form of related projection, statutory or otherwise, whenever in the world subsisting, and shall include applications for any of the foregoing respectively;</p> <p>‘Jet Fuels’ means kerosene based jet aircraft fuel meeting the specification of ASTM D1655 (latest version) or DEF STAN 91-091 (latest version);</p> <p>‘HSSE’ means Health, Safety, Security & Environmental</p> <p>“Locations” means place where CPC is engaged in handling Aviation Fuels within Sri Lanka, such as Bandaranaike International Airport (BIA)- Katunayake, Colombo Airport -Ratmalana, Mattala Rajapaksa International Airport (MRIA) -Mattala, Jaffna International Airport – Palali, Batticaloa International Airport- Batticaloa , Ceylon Petroleum Storage Terminal Limited (CPSTL) Aviation Fuel Storage - Kolonnawa, CPC Refinery & New Terminal - Sapugaskanda and CPC Aviation Fuel Storage - Muthurajawela;.</p> <p>“Month’ means a calendar month in the Gregorian calendar;</p> <p>“Services” means the consultancy service on Operational services, licensed services, Inspection Services, Training Services and HSSE Management Services defined in section four of this Form of Agreement;</p>

	<p>“Party” means a party to this Agreement i.e. CPC or the TS Provider and “parties”</p> <p>means the CPC and the TS provider;</p> <p>“Person” means any natural person, firm, partnership, corporation, government body or other legal entity;</p> <p>“Property Information” means and includes designs, drawings, letters, telexes, faxes, manuals, reports, specifications, procedures, instructions, software, and any other technical or commercial information and data;</p> <p>“Quarter” means period of three (03) consecutive months;</p> <p>“Year” means a period of twelve consecutive months.</p>
1.6	<p>The addresses are:</p> <p>Client: Ceylon Petroleum Corporation Attention: Manager (Procurement & Stores) Facsimile: 011-5455331 E-mail: kumuduni@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. 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:</p> <p>For the Consultant:</p>
2.2	<p>The date for the commencement of Services is 01.01.2023.</p>
2.3	<p>The time period shall be (03) years initially from 01.01.2023. (“Initial Term”).</p> <p>Thereafter, this agreement shall be automatically renewed for additional one (01) year period, under the same terms & conditions subject to the renewal of</p>

	the performance guarantee for additional period unless terminated at the end of “Initial Term” or at any time within or after “Initial Term” by either party giving to the other six months prior written “Notice of Termination”.
3.2	It is not allowed to participate for this tender to the direct competitors to avoid the conflict of interest.
3.5 (a)	It is not allowed for sub consultancy work on any aspects of the contract.
3.8	Independent JIG inspector shall be deployed for annual JIG inspection.
5.1}	Not applicable
6.1	The applicable option is : Option A
Option A	
6.4	The successful Bidder, on being notify by the CPC of the acceptance of his bid, shall within 14 days of such notification, furnish at his own expense a Performance Guarantee issued or confirmed by a licensed commercial bank in Sri Lanka, in a sum equal and to 10% of the total Contract value of the accepted Bid. The Performance Security shall be valid for a period of thirteen (13) months subject to being renewed annually. The award will be made only after the receipt of the Performance Security.
6.3(b)	The amount in foreign currency or currencies is [insert amount].
6.5	Payments shall be made according to the following schedule: 6.5.1 Payment by CPC to TS Provider of the annual fee shall be due in quarterly installments in advance for the respective quarter of the year commencing 01 st January subject to the submission or renewal of the Performance Guarantee and thereafter at the beginning of every quarter. 6.5.2 Payments by CPC to TS Provider shall be made by CPC within fifty six (56) days of the receipt of the original invoice. 6.5.3 All payment by CPC to TS Provider of sums due pursuant to this Agreement shall be made in full in US Dollars.
6.6	Deleted.
6.7	Insert New Clause 6.7 – Payment for Provisional sums The total amount payable in respect of any item in the FIN-2 Summary of Cost where a provisional sum has been indicated shall essentially be subject to the maximum limit of that provisional sum amount itself. Each Provisional Sum shall only be used, in whole or in part, in accordance

	<p>with the CPC instructions, and the Contract Price shall be adjusted accordingly.</p> <p>Payment is done for the actual amount incurred for particular item under the provisional sum and overhead charges/profit, calculated as a percentage of these actual amounts by applying a percentage rate maximum of 15%.</p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator: <ol 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. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 3. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. 4. The Place of Arbitration shall be in Sri Lanka

IV. Appendices

APPENDIX A – FORMAT FOR BID SECURITY GUARANTEE

APPENDIX F – FORMAT FOR PERFORMANCE GUARANTEE

Note: See Clause SC 6.4.

FORMAT FOR BID SECURITY GUARANTEE

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....[insert issuing agency's name and address of issuing branch or office].....

Beneficiary : [insert (by PE) name and address of Employer/ Purchaser]

Date : [insert (by issuing agency) date]

BID GUARANTEE NO. :[insert (by issuing agency) number]

We have been informed that[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “ the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution/ supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. [insert IFB number] (“the IFB”)

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we[insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Guarantee issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert date]

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

[signature(s) of authorized representative(s)]

FORMAT FOR PERFORMANCE GUARANTEE

.....[issuing Agency’s Name and Address of issuing Branch or Office].....

Beneficiary :[Name and Address of Employer]
.....

Date :

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor/ Supplier] (hereinafter called “the Contractor”) has entered into Contract No.[reference number of the contract] dated

.....with you, for the [insert “ construction”/ “Supply”] of[name of contract and brief description of Works] (hereinafter called “the Contract”)

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

At the request of the Contractor, we [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than theday of, 2022 [insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....
[Signature(s)]