

**Terms of Reference,  
Instructions to Project Proponents and  
conditions of Contract for the Supply,  
Installation and Commissioning of  
Management Information System  
(MIS) for CEB Proxident Fund**

**RFP NO: CEB/AFM(TM)/PF/2021**

**2021 January**

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## Section 1. Letter of Invitation

RFP NO:CEB/AFM(TM)/PF/2021

Office of the Additional Finance Manager (Treasury Management),  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No.50, Sir Chitthampalam A Gardiner Mw,  
Colombo 02.

Date: .....

.....

.....

Dear Ms:

### **Request for Proposal (RFP) for the Supply, Installation and Commissioning of Management Information System (MIS) for CEB Provident Fund.**

1. The Additional Finance Manager (Treasury Management) Ceylon Electricity Board (CEB) now invites sealed bids from eligible bidders for **the Supply, Installation and Commissioning of Management Information System (MIS) for CEB Provident Fund.**

More details on the services are provided in the Terms of Reference attached.

(Section No: 05)

2. A firm will be selected under **Quality and Cost Based Selection (QCBS)** as stipulated in the National Procurement Agency Guidelines.

3. This RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Project Proponents (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference (Separately Attached)

Section 6 - Standard Form of Contract

Please submit your proposals to Additional Finance Manager (Treasury Management) 2<sup>nd</sup> Floor, Ceylon Electricity Board, 50, Sir Chitthampalam A Gardiner Mw, Colombo 02.

Yours sincerely,

**S.N.Fernando**

**Additional Finance Manager (Treasury Management)**

**Ceylon Electricity Board**

## Section 2. Instructions to Project Proponents

Definitions.....	4
1. Introduction.....	5
Conflicting activities.....	5
Only one Proposal.....	6
Proposal Validity.....	7
2. Clarification and Amendment of RFP Document.....	7
3. Preparation of Proposals.....	7
Technical Proposal Format and Content.....	8
Financial Proposals.....	8
Taxes.....	9
4. Submission, Receipt and Opening of Proposals.....	9
5. Proposal Evaluation.....	10
Evaluation of Technical Proposals.....	10
Public Opening and Evaluation of Financial Proposals (Only for QCBS, FBS and LCS).....	10
6. Negotiations.....	11
Technical negotiations.....	12
Financial negotiations.....	12
Availability of Professional staff/experts.....	12
Conclusion of the negotiations.....	12
7. Award of Contract.....	12
8. Confidentially .....	12

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- Definitions**
- a) “Client” means the procuring agency with which the selected Project Proponent signs the Contract for the Services.
  - b) “Project Proponent” means any organisation that may provide or provides the Services to the Client under the Contract.
  - c) “Contract” means the contract signed by the Parties and all the attached documents listed in Clause 1 of the Contract Document (i.e. the General Conditions (GC), the Special Conditions and the Appendices.
  - d) “Data Sheet” means such part of the Instructions to Project Proponents used to reflect specific assignment conditions.
  - e) “Day” means calendar day.
  - f) “Government” means the government of the Client’s country.
  - g) “Instructions to Project Proponents” (Section 2 of the RFP) means the document which provides all information needed to prepare their Proposals.
  - h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Project Proponents.
  - i) “Personnel” means professionals and support staff provided by the Project Proponent or by any Sub-Project Proponent and assigned to perform the Services or any part thereof;
  - j) “Proposal” means the Technical Proposal and the Financial Proposal.
  - k) “RFP” means the Request for Proposal prepared by the Client for the selection of Project Proponents.
  - l) “SRFP” means the Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
  - m) “Services” means the work to be performed by the Project Proponent pursuant to the Contract.
  - n) “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 Project Proponent, and expected results and deliverables of the assignment.(separate document)

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**1. Introduction**

- 1.1. The Client named in the Data Sheet (Refer page 14) will select a Project Proponent firm/organization (the Project Proponent) from those who submit proposals, in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Project Proponents are invited to submit a Technical Proposal and a Financial Proposal, for the 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 Project Proponent.
- 1.3. Project Proponents 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, Project Proponents 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. Project Proponents 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. Project Proponents should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4. The Client will timely provide at no cost to the Project Proponents 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.

Project Proponents 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 Project Proponents.

1.6. A firm that has been engaged by the Client to provide goods, works or services other than the services for a project and any of its affiliates, shall be disqualified from providing services related to those goods, works or services

1.6.1.

Conversely, a firm hired to provide services for the preparation and implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than services resulting from or directly related to the firm's services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

1.6.2. Project Proponent (including its Personnel and Sub-Project Proponents) 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 Project Proponent to be executed for the same or for another Client.

**Conflicting relationships**

1.6.3. A Project Proponent (including its Personnel and Sub-Project Proponents) 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, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client through the selection process and the execution of the Contract.

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

1.6.5. No agency or current employees of the Client shall work as Project Proponents 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 Project Proponent 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 Project Proponent as part of his technical proposal.

**Unfair Advantage**

1.6.6. If a Project Proponent could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all Project Proponents.

Together with this RFP all information that would in that respect gives such Project Proponent any competitive advantage over competing Project Proponents.

**. Eligibility of Sub-Project Proponents**

1.7. In case a Project Proponent intends to associate with Project Proponents who have not submitted a proposal to this request, such other Project Proponents and/or individual expert(s) shall be subject to the requirements set forth in this RFP.

**Origin of goods and services**

Services provided under the Contract may originate from **Sri Lanka only**.

**Only one Proposal**

1.9. Project Proponents may only submit one proposal. If a Project Proponent submits or participates in more than one proposal, such proposals shall be disqualified.

**Proposal  
Validity**

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

**2.  
Clarification  
and  
Amendment  
of RFP  
Document**

- 2.1. Project Proponents 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, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Project Proponents, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Project Proponents and will be binding on them. Project Proponents shall acknowledge receipt of all amendments. To give Project Proponents reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**3.  
Preparation of  
Proposals**

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Project Proponents and the Client, shall be written in English Language as specified in the data sheet.

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

- 3.3. While preparing the Technical Proposal, Project Proponents must give particular attention to the following:

- (a) The estimated number of professional staff- months for executing the assignment shall be shown in the Data Sheet.
- (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Language**

- (c) Documents to be issued by the Project Proponents as part of this assignment must be in English language. It is desirable that the firm Personnel have a working knowledge of the Client's national language.

**Technical  
Proposal  
format and  
Content**

3.4. Depending on the nature of the assignment, Project Proponents are required to submit a Technical Proposal (TP). In the Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). A page is considered to be one printed side of A4 or letter size paper.

- (a) For the TP only: a brief description of the Project Proponents' organization and an outline of recent experience of the Project Proponents 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-Project Proponents/ professional staff who participated, duration of the assignment, contract amount, and Project Proponent's involvement. Information should be provided only for those assignments for which the Project Proponent 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 firms cannot be claimed as the experience of the Project Proponent, or that of the Project Proponent's associates, but can be claimed by the professional staff themselves in their CVs. Project Proponents should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for foreign (if required) and local professional staff.
- (f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.



- 3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (local and foreign (if required)); and (b) other expenses indicated in the Data Sheet. If stated in the Data Sheet, these costs should be broken down by activity using FORM FIN – 5 and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7. A Project Proponent may be subject to local indirect taxes (such as: value added or sales tax, duties, fees, levies) 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 income tax liability of a local Project Proponent shall be borne by the Project Proponent.
- 3.8. The Project Proponents must price the local cost in Sri Lanka Rupees only. However, the expenditure involves in foreign currency such as foreign Project Proponent’s fees and air ticket may be priced in foreign currency but payment will be made in equivalent Sri Lankan Rupees by converting Spot Exchange Rate prevailing at the time of Invoicing.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1. The original Proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Project Proponents themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2. An authorized representative of the Project Proponents shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3. The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 4.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [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 be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5. The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6. The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

**5. Proposal Evaluation**

- 5.1. From the time the Proposals are opened to the time the Contract is awarded, the Project Proponents should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Project Proponents to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Project Proponents Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of Technical Proposals**

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

**Public Opening of Financial Proposals (only for QCBS, FBS and LCS)**

- 5.3. After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Project Proponents 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 Project Proponents that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Project Proponents sufficient time to make arrangements for attending the opening. Project Proponents' attendance at the opening of Financial Proposals is optional

5.4. Financial Proposals shall be opened publicly in the presence of the Project Proponents' representatives who choose to attend. The name and the technical scores obtained by each Project Proponent shall be read aloud. The Financial Proposal of the Project Proponents 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. Copy of the record shall be sent to all Project Proponents.

5.5. The Evaluation Committee will correct any computational errors, in case of discrepancy between a partial amount and the total amount, or between Word and figures the formers will prevail. In addition to the above Corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the Prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) If the Time-Based form of contract has been included in the RFP, 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 the Lump-Sum form of contract has been included in RFP, no corrections are applied to the Financial Proposal in this respect.

5.6. 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.

## 6. Negotiations

6.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Project Proponent 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 Project Proponent. Representatives conducting negotiations on behalf of the Project Proponent must have written authority to negotiate and conclude a Contract.

<b>Technical negotiations</b>	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 Project Proponent to improve the Terms of Reference. The Client and the Project Proponents 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 Project Proponent.
<b>Availability of Professional staff/experts</b>	6.3.	Having selected the Project Proponent 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 Project Proponent may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Project Proponent within the period of time specified in the letter of invitation to negotiate.
<b>Financial negotiations (only for QCBS, FBS and LCS)</b>	6.4.	In the cases of QCBS, FBS, and the LCS methods, unless there are exceptional reasons, the remuneration rates for staff and other proposed Unit rates of the financial negotiations shall not be negotiated.
<b>Conclusion of the negotiations</b>	6.5.	Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Client and the Project Proponent will initial the agreed Contract. If negotiations fail, the Client will invite the Project Proponent whose Proposal received the second highest score to negotiate a Contract.
<b>7. Award of contract</b>	7.1.	After completing negotiations the Client shall award the Contract to the selected Project Proponent, from letter award of the Contract, and promptly notify all Project Proponents who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Project Proponents.
	7.2.	The Project Proponent is expected to commence the assignment on the date and at the Location specified in the Data Sheet.
<b>8. Confidentiality</b>	8.1.	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Project Proponents 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 Project Proponent of confidential information related to the process may result in the rejection of its Proposal and may result in the rejection of its Proposal.

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# Instructions to Project Proponents

## DATA SHEET

### Paragraph Reference

1.1. Name of the Client: **Additional Finance Manager (Treasury Management) , Ceylon Electricity Board**

Method of selection: **Quality & Cost Based Selection**

1.2. Financial Proposal to be submitted together with the Technical proposal. IES  
Name of the assignment is: **The Supply, Installation and Commissioning of Management Information System (MIS) for CEB Provident Fund**

1.3. A pre-proposal conference will be held on **February 05, 2021 at 10.00 hrs at the office of Additional Finance Manager (Treasury Management), Ceylon Electricity Board**

The Client's representative is: Additional Finance Manager (Treasury Management)  
Address: Additional Finance Manager (Treasury Management),  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No 50, Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.

Telephone : 011- 232 1419  
Facsimile : 011 -242 1613  
E Mail : [afmtreasury@ceb.lk](mailto:afmtreasury@ceb.lk)

1.4. The Client will provide the following inputs and facilities:  
Client will show the projects areas the intended scope of work

1.6. The Client envisages the need for continuity for downstream work: **NO**

1.10. Proposals must remain valid 91 days after the submission closing date.

2.1 Clarifications may be requested not later than 7 Days before the submission closing date.

The address for requesting clarifications is:  
Additional Finance Manager (Treasury Management) ,  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No 50, Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.

Tel Telephone : 011- 232 1419  
Facsimile : 011 -242 1613  
E Mail: [afmtreasury@ceb.lk](mailto:afmtreasury@ceb.lk)

3.1 Proposal shall be submitted in the following language :**English**

3.3. (c)

3.3 (a) The estimated number of professional staff-months required for the assignment is:  
**06Months.**

- 3.3 (b) Project Proponents may associate with other Project Proponents: **NO**
- 3.4 The format of the Technical Proposal to be submitted is: **TP – Section 3**
- 3.6 Project Proponent to state local cost in the national currency: **Yes**  
The single currency for price conversion is :**Sri Lankan Rupees LKR**
- 3.7 Amounts payable by the Clients to the Project Proponents under the contract to be subject to local taxation: **YES**  
The Client will reimburse the Project Proponent any such Indirect Taxes paid by the Project Proponents except Direct Income Taxes including personal Tax of project personnel.
- 4.3 Project Proponent must submit the original and a **Copy** of both Technical Proposal and Financial Proposal.
- 4.5 The Proposal submission address is:  
Additional Finance Manager (Treasury Management)  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No 50, Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.

**Proposals must be submitted no later than the following date and time:  
Before 10:00hrs on February 11, 2021**

5.2 Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

	<u>Points</u>
<b>i.</b> Specific experience of the Project Proponents relevant to the assignment: 5 similar nature – 20 (4 points each) and 1 similar nature compulsory	
<b>Total points for criterion(i):</b>	<b>[20]</b>
<b>ii.</b> Adequacy of the proposed methodology and work plan in responding to Terms of Reference:	
a) Technical approach and methodology	[20]
b) Work plan	[10]
c) Organization and staffing	[10]
<b>Total points for criterion(ii):</b>	<b>[40]</b>
<b>iii.</b> Key professional staff qualifications and competence for the assignment:	
a) Project Manager (qualifications/experience)	
b) Senior Professionals (No.ofMembers/qualifications/experience)	
c) Junior Professionals (No.of Members/qualifications/experience)	
<b>Total points for criterion (iii):</b>	<b>[40]</b>
<b>Total Maximum Possible Points</b>	<b>[100]</b>

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

- |   |                             |
|---|-----------------------------|
| 1. General qualifications               | [weight between 20 and 30%] |
| 2. Adequate professional Qualifications | [weight between 50 and 60%] |
| 3. Adequacy for the assignment          | [weight between 10 and 20%] |
| Total weight:                           | 100%                        |

iv. The minimum Technical Score (St) required to pass is: **75** points

## 5.6

The formula for determining the financial scores is the following:

$$S_f = 100 \times F^m / F,$$

in which

$S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

The weight given to the Technical and Financial proposals are

$$T=0.8$$

$$P=0.2$$

## 6.1

Expected date and address for contract negotiations:

Office of the Additional Finance Manager (Treasury Management),  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No 50, Sir Chittampalam A Gardiner Mawatha  
Colombo 02.

## 7.2

Expected date for commencement of the project: March 10, 2021

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### Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for the format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

	Page No
TECH-1 Technical Proposal Submission Form	17
TECH-2 Project Proponent's Organization and Experience	18
A Project Proponent's Organization	18
B Project Proponent's Experience	19
TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client	20
A On the Terms of Reference	20
B On the Counterpart Staff and Facilities	20
TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment	21
TECH-5 Team Composition and Task Assignments	22
TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff	23
TECH-7 Staffing Schedule	25
TECH-8 Work Schedule	26

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# FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: Additional Finance Manager (Treasury Management)  
2<sup>nd</sup> Floor, Ceylon Electricity Board,  
No 50, Sir Chittampalam A, Gardiner Mawatha,  
Colombo 02.

Dear Sir:

We, the undersigned, offer to provide the proposal for **“The Supply, Installation and Commissioning of Management Information System (MIS) for CEB Provident Fund”** in accordance with your Request for Proposal (No: CEB/AFM(TM)/PF/2021) dated \_\_\_\_\_. 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 1.10 of the Data Sheet, we undertake to negotiate on the basis of your requirements. 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 Supply related to the assignment not later than the date indicated in Paragraph Reference 7.2 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 the Organisation: -----

Address: -----

-----

-----

**FORM TECH-2 PROJECT PROPONENT'S ORGANIZATION AND  
EXPERIENCE**

---

**A - Project Proponent's Organization**

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

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## B - Project Proponent's Experience

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

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

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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS  
OF REFERENCE AND ON COUNTERPART STAFF AND  
FACILITIES TO BE PROVIDED  
BY THE CLIENT**

---

**A - On the Terms of Reference**

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

**B - On Counterpart Staff and Facilities**

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

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

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

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

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONALSTAFF**

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_

2. **Name of Firm**[Insert name of firm proposing the staff]: \_\_\_\_\_

3. **Name of Staff**[Insert full name]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education**[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training**[Indicate significant qualification/ training]: \_\_\_\_\_

8. **Countries of Work Experience** [List countries where staff has worked in the last ten years]: \_\_\_\_\_

9. **Languages**[For each language indicate proficiency :good, fair or poor in speaking, reading and writing]: \_\_\_\_\_

10. **Employment Record**[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):dates of employment, name of employing organization, positions held]:

From [Year]: \_\_\_\_\_ to [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held (with brief description): \_\_\_\_\_

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<p><b>11. Detailed Tasks Assigned</b> [List all tasks to be performed under this assignments]</p>	<p><b>12. Work undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b> [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
---	---

**13. Certification:**

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

----- Date: \_\_\_\_\_  
[Signature of staff member]

----- Date: \_\_\_\_\_  
[Signature of authorized representative of the client]

Full name of authorized representative: \_\_\_\_\_

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## FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field	Total	
National																		
1		[Office]																██████
		[Field]																
2																		██████
																		▨▨▨▨
n																		██████
																		▨▨▨▨
														Subtotal				
Foreign <sup>3</sup>																		
1		[Office]																██████
		[Field]																
2																		██████
																		▨▨▨▨
n																		██████
																		▨▨▨▨
														Subtotal				
														Total				

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Full time input  
 Part time input

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

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

3 Only if Expatriate staff is proposed

## FORM TECH-8 WORK SCHEDULE

N°	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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1Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.  
 2Duration of activities shall be indicated in the form of a bar chart.

## Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 3 of the Letter of Invitation.

	Page No
FIN-1 Financial Proposal Submission Form	28
FIN-2 Summary of Costs	29
FIN-3 Breakdown of Costs by Activity	30
FIN-4 Breakdown of Remuneration	31
FIN-5 Reimbursable expenses	32

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# FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: Additional Finance Manager (Treasury Management)  
Ceylon Electricity Board  
No 50, Sir Chittampalam A Gardiner Mawatha,  
Colombo 02.

Dear Sir:

We, the undersigned, offer to provide the services for **The Supply, Installation and Commissioning of Management Information System (MIS) for CEB Provident Fund** in accordance with your Request for Proposal (No:CEB/AFM(TM)/PF/2021) dated \_\_\_\_\_ and our Technical Proposal.

Our attached Financial Proposal is for the sum of \_\_\_\_\_ [Insert amount(s) in words and figures<sup>1</sup>]. The proposal will be evaluated on the basis of total cost as above. This amount is exclusive of the relevant local taxes which shall be identified during negotiations and shall be added to the above amount.

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 1.10 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: \_\_\_\_\_

---

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

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**FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	<b>Costs (LKR)</b>
Total Costs of Financial Proposal <sup>1</sup>	
Applicable Indirect Taxes	
Total Price Inclusive of Indirect Taxes	

1. Indicate the total costs, net of local taxes to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicate in all Forms FIN-3 Provided with the Proposal.

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## FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>			
Cost component	Cost (LKR)			
Remuneration <sup>4</sup>				
Reimbursable Expenses <sup>4</sup>				
Sub totals				

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different Modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment Schedule), the Project Proponent shall fill a separate Form Fin-3 for each group of activities.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short descriptions of the activities whose cost breakdown is provided in this Form.

4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN- 4 and FIN-5.

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## FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

<b>Group of Activities (phase):</b> _____				
Name <sup>2</sup>	Position <sup>3</sup>	Staff- month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	LKR
<b>Local Staff</b>				
		[Home]		
		[Field]		
				<b>Total Costs</b>

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per Category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 5 Use the same column and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff- month Rate X Input.

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**FORM FIN-5 BREAKDOWN OF OTHER EXPENSES**

Group of Activities (Phase) :								
N <sup>o</sup>	Description	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Local Currency #1] <sup>4</sup>	[Indicate Local Currency #2] <sup>4</sup>	[Indicate Local Currency #3] <sup>4</sup>	[Indicate Local Currency #4] <sup>4</sup>
	Per diem allowances	Day						
	Miscellaneous travel expenses	Trip						
	Communication costs between [insert place] and [insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Client's personnel <sup>5</sup>							
Total Costs								

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## Section 5. TERMS OF REFERENCE (Description of Service)

### FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF MANAGEMENT INFORMATION SYSTEM (MIS) FOR CEB PROVIDENT FUND

#### 1. Introduction

##### 1.1. CEB Provident Fund Overview

Ceylon Electricity Board Provident Fund (Provident Fund) is a Private Provident Fund operated under the provisions of Employees Provident Fund Act No. 15 of 1958 and was established under the provisions of section 12(j) of the Ceylon Electricity Board Act No. 17 of 1969. The Provident Fund is governed by the rules approved by the Commissioner of Labour on 12th July 1971 under the section 27 (1) of the Employees Provident Fund Act No. 15 of 1958 and further the said rules were published by the Extra Ordinary Gazette Notification No. 1321/18 dated 31st December 2003. Ceylon Electricity Board acts as the Custodian Trustee of the Provident Fund.

Every Active Employee of CEB is a member of the Fund and currently more than 25000 members have been registered under the Fund.

##### 1.2. Organizational Structure

The Organization structure of the CEB Provident Fund is shown in the Annex I.

##### 1.3. Operational Structure

The Operational structure of the CEB Provident Fund is shown in the Annex II

#### 2. Background of the Project

With the increase of the No. of Members of the Fund, it is apparent that Investment and Loan Portfolio of the Provident Fund have been increased drastically, especially during last 5 years. Therefore infrastructure facilities of the Fund, including Management Information System (MIS), need to be upgraded to cater the emerging requirements of various stakeholders.

The MIS plays a crucial role which ensures effective and efficient functioning of the Provident Fund Unit and the system is expected to fulfill the information needs of the

Functional Managers, Top Management and the Members. The existing Management Information System, which was internally developed by CEB IT Branch in year 2000 with Contribution Module and Loan Module. But this system need to be developed to provide and effective and efficient service to the members while ensuring the efficiency and effectiveness of the work flow and security of the assets and information of the Fund.

In this regard, CEB wishes to obtain a Sophisticated MIS for the CEB Provident Fund Unit from the Vendors who submit proposals to this request.

### **3. Objective**

The objective of this project is to obtain a MIS to the CEB Provident Fund Unit to manage the functions of the Fund effectively and efficiently.

### **4. Scope of work**

The proposed MIS package shall facilitate the entire operations of the CEB Provident Fund including:

- Accounting for EPF and ETF Contribution (CEB, Member) and maintaining Member Database
- Facilitate the interface with Employee Trust Fund, Peoples Bank (SLIPS and other Fund Transfer Facilities), Human Resource Information Management System (HRIMS) of CEB and Payroll System of CEB.
- Refund the EPF Contribution, together with Dividends, at Member's Retirement/Termination etc.
- Manage the functions of Loans to Members (Granting Loans, Repayments, Recoveries, Rescheduling and Reminders etc.)
- Manage Investment and Treasury Functions
- Maintain Basic Financial Modules (Payment Module, General Ledger), Document Management System and facilitate preparation of Financial Statements and other Internal /External reporting requirements.

### **5. Vendors Experience**

The vendor should demonstrate experience in similar Projects in Sri Lanka and/or a country of comparable social, economic and development conditions to Sri Lanka.

The vendor shall have a proven track record of experience in the business of providing Systems and Services to Private Provident Funds, Banks and Financial Institutions or other similar organizations.

## 6. Work Schedule

- Shall be completed within 6 months period (Including a Year End Process)
- Above time frame is fixed and may be subject to variations under any unavoidable circumstances under which both parties agree to monitor and negotiate any variations to the time frames in good faith.

## 7. Implementation Arrangement

### 7.1. Obligation of the Vendor:

The Project Proponent shall deliver the services as described in the Terms of Reference with reasonable skill, due diligence and ensure that the services are performed by properly qualified personnel.

### 7.2. Obligations of the CEB

CEB will arrange a Core Team of counterpart staff from CEB for the implementation of the Project.

The Deputy Finance Manager (Provident Fund) shall coordinate the effort of the Vendor within CEB, by providing the required documentation, information, scheduling interviews & meeting etc.

The Additional Finance Manager (Treasury Management) shall act as the Change Manager and cater to the following requirements.

- Support organizational changes as a result of the implementation of the MIS in the CEB Provident Fund Unit.
- Communicate any issues faced by the employees at the CEB Provident Fund Unit as they experience change and when they plan to work effectively.
- Provide leadership to enable people's ability to manage change.

CEB Core Team Members shall be Subject Matter Experts with ability to explain existing and future business processes, procedures and practices of the Unit.

They should support the Vendor's Team on a regular basis during the course of the project. They are empowered to take decisions on the functionality.

## 8. Deliverables & Associate Payment

### 8.1. Deliverables

The key deliverables will be as follows;

**8.1.1.** A comprehensive MIS package with following, but not limited to, Principle Modules and Functionalities:

#### I. MEMBER INFORMATION MANAGEMENT MODULE

- WEB Application Programming Interface (API) for Human Resource Information Management System (HRIMS) of CEB to facilitate real time updating of Employee Master Information.
- Facility to update Employee Master Information internally for the paying units where the HRIMS is not functioning.

#### II. CONTRIBUTION MODULE

The proposed MIS package shall have a separate module to account and record EPF/ETF Contributions remitted by individual Pay Units. Following specific features shall consist in the module.

- Online uploading facility of EPF contribution remitted by paying units of Ceylon Electricity Board
- Online uploading facility of ETF contribution remitted by paying units of Ceylon Electricity Board
- Ability to identify and reconcile (Monthly, Annually or for a specific period) uploaded contribution value with respective Funds remitted.
- Multiple uploading facility of contributions in one month as well as for one member.
- Ability to online transfer of ETF contribution, together with data, to ETF department operated under the CBSL.
- In the absence of online uploading facility, ability to upload contributions in Batch Form (via Ms-Excel/Text Files).
- Ability to interact with Payroll Software of Paying Units (and vice versa) via Application Programming Interface (API) for the purpose of online uploading of EPF/ETF contribution, Loan Recoveries etc.
- Ability to rectify uploaded contributions via Journals with the approval of relevant authority levels.
- Ability to issue a statement to each member, annually, showing total contribution to his/her credit including dividend accrued and particulars of Loans Obtained and any other required information.
- Real Time updating of General Ledger in each process.
- Ability to track each transaction through Audit Trails showing transaction references.
- Real time updating facility with Payment module/cash book Module/ General Ledger Module etc.

### III. REFUND MODULE

The MIS package shall have the facility to release Member's EPF Balance at their retirement or termination. The proposed module shall have following features:

- Ability to monitor and track retirement dates of active employees in advance to initiate Refund process.
- Ability to generate required documentations to initiate refund process.
- Relevant Paying Unit and the Human Resource Unit shall have the facility to complete their relevant section of the Refund Application Form through the system.
- Facility to calculate the interest/Dividend on the EPF Balance up to the retirement date and accumulate to the closing EPF Balance.
- Facility to settle the outstanding EPF Loan Balances with accrued interest at the time of retirement.
- Ability to scan and upload the documents to the Module.
- Facility to manage/process Refund Applications using Barcode Recognition System.
- Real time updating facility with Payment module/cash book Module/ General Ledger Module etc.
- Facility to update the General Ledger at each step of the Refund Process.
- SMS Alert Facility to inform the Receipt of Refund Application, Release of Funds etc.

### IV. LOAN MODULE

Proposed solution shall have a Loan Module with following specific functionalities.

- Members shall have the facility to apply loans electronically through the system.
- Relevant Paying Unit and the Human Resource Unit shall have the facility to complete their relevant section of the Loan Application Form through the system.
- Module should record/ account each loan type separately (i.e. Housing Loans, Education Loans and Marriage Loans should be recorded separately).
- Facility to process loan applications in a paperless environment (electronically)
- Facility to manage/process Loan Applications using Barcode Recognition System.
- Module should have the facility to process loans at different interest rates and different repayment periods.
- Module should have the facility to generate reminders for defaulted members automatically
- Facility to calculate defaulted installments and interest therein.
- Facility to top-up and re-schedule loans at different intervals.
- Facility to generate Loan Award Letter once the loan is granted
- Ability to scan and upload the Loan Documents to the Module.

- Facility to manage Loan Inspection correspondence through the system (i.e. facility to update physical inspection status, automatically generate reminders etc.)
- Facility to locate the place where the loan is obtained through Google Map.
- Facility to arrange the walk order of the Physical Inspection Trip according to the geographical spread out of the Locations.
- Facility to have an API (Application Programming Interface) with Payroll Package to upload recoveries and send recovery schedules for New/Re-scheduled Loans granted etc.
- Real time updating facility with Payment module/cash book Module/ General Ledger Module etc.
- Members should have the Mobile Access Facility to the MIS (via Mobile App) to track the Loan Application, get the Current EPF Balance, Eligible Loan Amounts etc.
- SMS Alert Facility to inform the Receipt of Loan Application, Release of Loan etc.

#### V. INVESTMENT/TREASURY MODULE

The MIS package shall be capable to account and record different Financial Instruments in accordance with applicable Sri Lanka Accounting Standards and shall have following facilities:

- Facility to record investments in different Financial Instruments
- Ability to set up and fix portfolio limits for different financial instruments
- Ability to comply and adhere to prevailing taxation rules and regulations.
- Facility to prepare cash forecasts and projections to support investment decisions.
- Facility to remind and trigger future investment maturities and other notifications.
- Real time updating facility with Payment module/cash book Module/ General Ledger Module etc.

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## **VI. PAYMENT/RECEIPT MODULE**

- Facility to process and record receipts in relation to Contribution (EPF & ETF) and Loan Recoveries received from all the Pay Units of CEB and other remittances by third parties (Direct deposits by Members etc.)
- Facility to process and record payments (including SLIPS Payments, Cheque Writing) in relation to EPF Refunds, Loan Disbursements and other third party payments made by the Fund.
- Facility to prepare bank reconciliations and to reconcile with Bank Accounts.
- Facility to have Audit Trials for the Receipts and Payments recorded in the System.

## **VII. GENERAL LEDGER MODULE**

The proposed MIS package shall have a separate module for the preparation of Financial Statements and other statutory Reports. Following specific features shall consist in the module.

### **Chart of Accounts and General Ledger**

- Facility to have Chart of Accounts with unique Account Code with user-defined Sub Accounts
- Module shall have financial year which contains 13 periods and with unlimited historical years
- Facility to have User Specific Defined Entry Screens
- Facility to inactivate and activate ledger accounts
- Facility of On-the-fly creation of accounts during transactions (i.e. Payment Vouchers, journal entries etc)
- Unlimited user defined journals for transaction entry
- Batch Transaction entry facility for providing greater control of entry editing and posting
- Facility to schedule Recurring entries, allocated entries and automatic reversing entries and System generated end-of-year closing entries
- Facility to have different user levels with different Authorities
- Year End Process facility (Transferring balance sheet items to next year & close P&L items)

### **Budgets and Variance Analysis**

- Facility to incorporate budgetary information (upload via spreadsheets), perform budget variance analysis and to revise budgets
- Module shall have Budget Control/Encumbrance Feature - Prohibit or warn on the entry of Purchase Orders that result in an over-budget condition.
- Facility to revise and modify budgets with proper approval

### **VIII. KEY PERFORMANCE INDICATORS (Dashboard)**

Following features shall have in this module.

- Shall have a facility to set up a KPI dashboard in the logging screen of the system. Also it shall have a facility to modify according to the users requirement.
- Shall have a facility to drill down and examine the cause or other related items without entering any transactional areas or disrupting operations.

### **IX. MOBILE TECHNOLOGY**

Since CEB employees are the members of CEB Provident Fund, access should be given to members via a Mobile Application, through which following facilities shall be available:

- Apply for loans
- View member's Current Contribution Balance, Eligible Loan Amount etc
- Track the loan application
- Inform the member about Receipt of Loan Application, Release of Loan etc.
- Convey important messages to members

### **X. REPORTS**

Proposed system shall have following reports with a facility to customise based on user requirements using a suitable report writing tool:

#### **❖ Contribution Module**

- Report on the contribution received for a selected period in pay-unit wise, contribution category wise (i.e. 10%, 15%), member wise etc.
- Summary and a detailed contribution report as at a particular date.

#### **❖ Refund Module**

- Report on the particulars of the refunds made during a specified period including Members Details, refunded amount, refund date, deductions made from the refund etc.
- Report on the anticipated retirements in a specified future period (i.e. next month, year etc.)
- Progress report on the refunds made in a specified period including application received date, refund released date, documents released date etc.

#### **❖ Loan Module**

- Report on the particulars of the loans granted during a specified period including Members Details, Loan Amount, Loan granted date, and other loan particulars.
- Member's loan history report (as at now and at a particular date).
- Loan overdue report and Defaulted Loan reports



- Loan recovery report for member wise, Loan wise and pay-unit wise
- Loan recovery schedule report

❖ **Investment Module**

- Investment movement report (investment matured/uplifted and new investments made during a specified period)
- Report on the forecasted cash flow of investments during a specified future period.
- Audit trail report of a specified investment/investment category
- Report on the current investment portfolio (with a graphical view) as at a specified date

❖ **Payment/Receipt Module**

- Report on the particulars of the payments/receipts made during a specified period
- Detail cash book report
- Bank reconciliation report
- Cheque inquiry, payer/payee inquiry report

❖ **General Ledger**

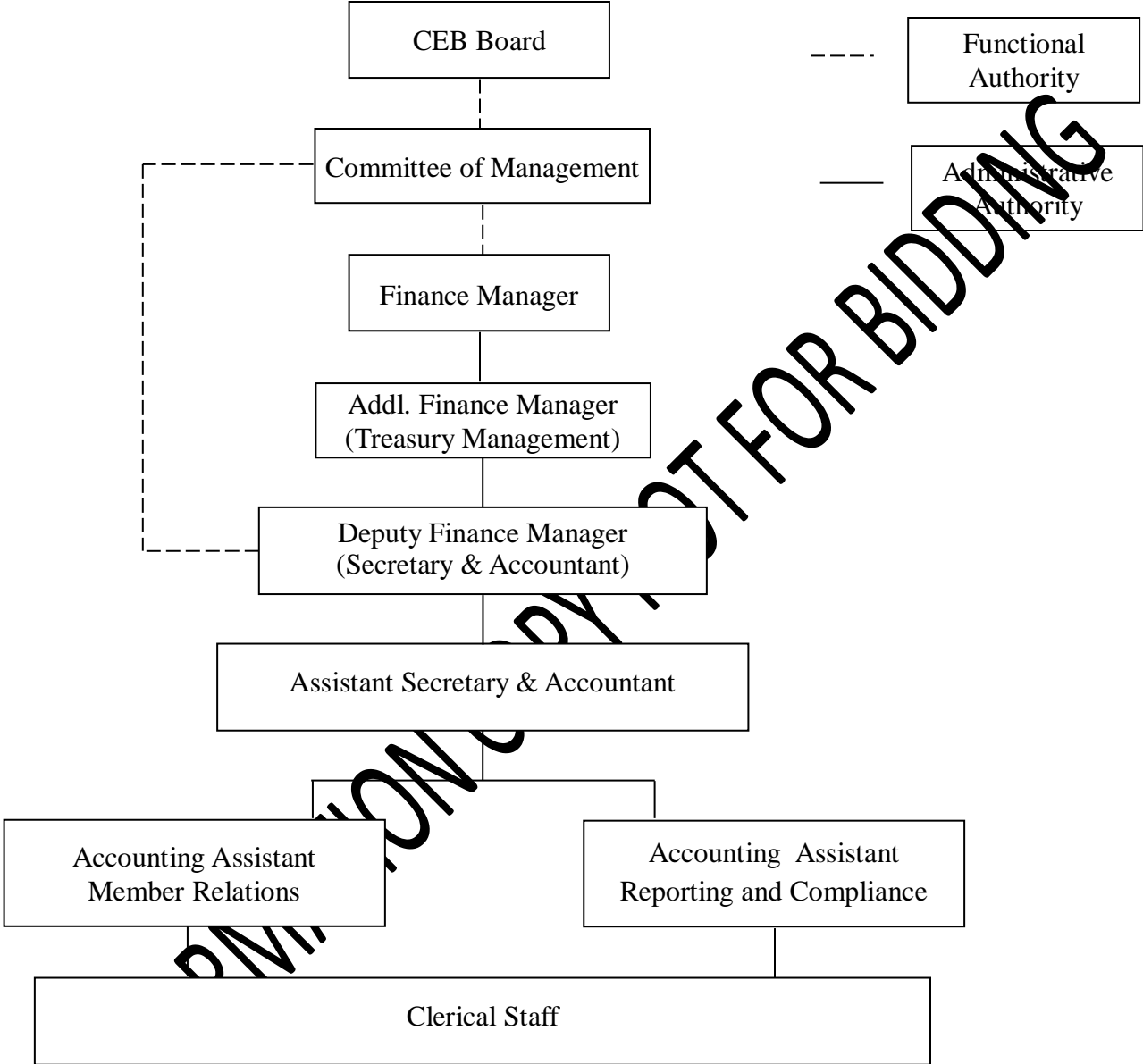
- Facility to prepare financial Statements in user defined formats and in user defined periods
- Facility of Transaction drilldown, Chart of Accounts drilldown, Financial Statement drilldown
- Income Statement Detail & subtype reports can be grouped by segment

**8.2. Associate payment**

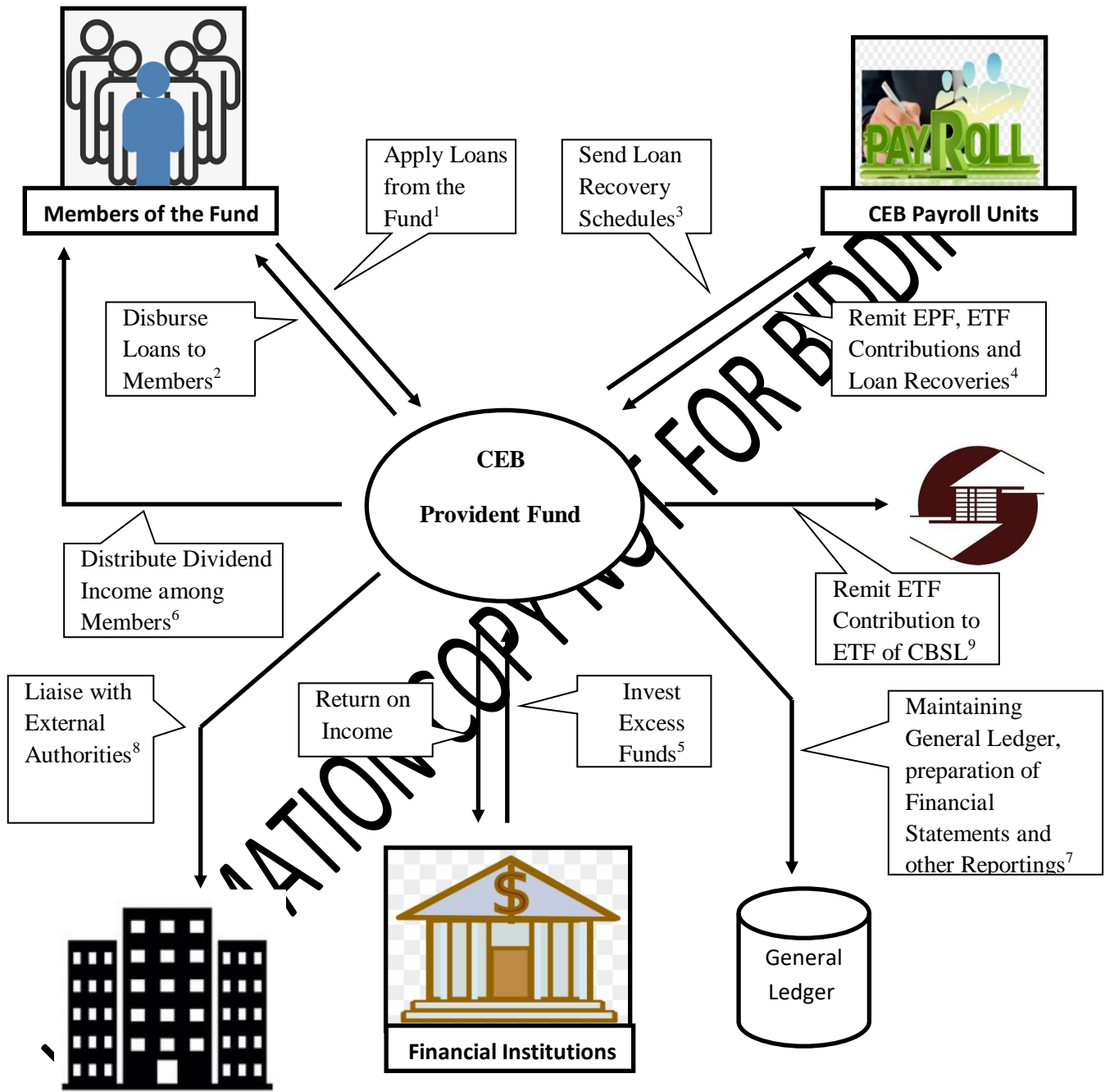
Associate Payment Terms are as flows:

Phase	Percentage of payment (of the Total Contract Price)
Initial Payment	I. 20% Upon Supply and Installation of Modules of the MIS II. 40% Upon Data uploading to the Modules of the MIS III. 20% Upon commissioning of the Live Operation of MIS IV. 10% Upon submission of the Project Completion Report
Retention	10% after completion of one (01) year from the Project Completion Report.

# Organisational Structure – CEB Provident Fund



# Operational Structure CEB Provident Fund



## Operational Structure CEB Provident Fund

- 1 Presently members of the Fund are entitled to obtain three Types of Loans (i.e. Housing, Education & Marriage) and they are entitled to top-up their loans in specified intervals (i.e. Housing-once in every year, Education & Marriage – once in every six months).
- 2 Approved loans are disbursed directly to the Bank Accounts nominated by the Members.
- 3 Once the loan is disbursed, the recovery schedules are dispatched to the relevant Payroll Unit under which the Member is attached to. (CEB is divided into 26 Payroll Units)
- 4 Every month the Payroll Units of CEB remits the Monthly EPF Contribution (Employer – 25%, Employee 10%), ETF Contribution (3%) together with the Loan Recoveries (if any) to the Fund for each Member.
- 5 Excess Funds of the Provident Fund are invested in Selected Financial Instruments such as Fixed Deposits, Debentures, Treasury Bonds etc in government and other Financial Institutions.
- 6 Annual Income of the Fund is distributed among members after deducting relevant expenses and reserves, based on their provident Fund balances.
- 7 All the transactions are recorded in the General Ledger including receipt of contributions (10%, 15% & 3%), release of Provident Fund Balances, disbursement and recovery of loans, Investment Transactions, statutory payments and other utility payments etc.
- 8 Liaise with Labour and Tax authorities.
- 9 ETF contribution (3%) collected from Pay Units of CEB is remitted to ETF department (operated under the CBSL) via Online Payment Platform supported by Peoples' Bank.

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**Section 6. Standard Form of Contract**

The attached Form of Contract shall be used.

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**CONTRACT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF MANAGEMENT INFORMATION SYSTEM (MIS)**

Between

**Additional Finance Manager (Treasury Management), Ceylon Electricity Board**

[Name of the Client]

And

\_\_\_\_\_  
[Name of the Project Proponent]

Dated: \_\_\_\_\_

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I.	FORM OF CONTRACT .....	45
II.	GENERAL CONDITIONS OF CONTRACT .....	47
1.	GENERAL PROVISIONS .....	47
2.	COMMENCEMENT,COMPLETION,MODIFICATION AND TERMINATION OF CONTRACT .....	49
3.	OBLIGATIONS OF THE PROJECT PROPONENT .....	51
4.	PROJECT PROPONENT'SPERSONNEL .....	53
5.	OBLIGATIONS OF THE CLIENT .....	53
6.	PAYMENTS TO THE PROJECT PROPONENT .....	54
7.	GOOD FAITH.....	57
8.	SETTLEMENT OF DISPUTES .....	57
III.	SPECIAL CONDITIONS OF CONTRACT .....	59
IV.	APPENDICES .....	66
	APPENDIX A-DESCRIPTION OF SERVICES .....	66
	APPENDIX B-REPORTING REQUIREMENTS .....	66
	APPENDIX C-KEY PERSONNEL AND SUB-PROJECT PROPONENTS.....	66
	APPENDIX D-BREAKDOWN OF CONTRACT PRICE .....	66
	APPENDIX E-SERVICES AND FACILITIES PROVIDED BY THE CLIENT .....	67
	APPENDIX F-FORM OF ADVANCE PAYMENTS GUARANTEE.....	67
	BANK GUARANTEE FOR ADVANCE PAYMENT .....	68

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## 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, **Additional Finance Manager (Treasury Management), Ceylon Electricity Board, 50, SirChittampalm A. Gardiner Mawatha, Colombo 02.** (Hereinafter called the “Client”) and, on the other hand, [name of Project Proponent] (hereinafter called the “Project Proponent”).

[Note: If the Project Proponent consists 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 Project Proponent’s obligations under this Contract, namely, [name of Project Proponent] and [name of Project Proponent] (hereinafter called the “Project Proponent”).]

### WHEREAS

- (a) the Client has requested the Project Proponent to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Project Proponent, 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;
- (c) In consideration of the payments to be made by the Client to the Project Proponent as indicated in this Agreement, the Project Proponent hereby covenants with the Client to execute and complete the Works and Remedy any defect there in conformity in all respects with the provisions of the Contract. Now there for the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Personnel and Sub-Project Proponents

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities provided by the Client

Appendix G: Form of Advance Payment Guarantee



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

\_\_\_\_\_  
[Authorized Representative]

[Note: If the Project Proponent 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 Project Proponent

[Name of member]

\_\_\_\_\_  
[Authorized Representative]

[Name of member]

\_\_\_\_\_  
[Authorized Representative]

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## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 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 the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and amended from time to time.
- b) "Project Proponent" 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 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) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) "Foreign Currency" means any currency other than the currency of the Client's country.
- g) "GC" means these General Conditions of Contract.
- h) "Government" means the Government of the Client's country.
- i) "Local Currency" Means the currency of the Client's country
- j) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- k) "Party" means the Client or the Project Proponent, as the case may be, and "Parties" means both of them.
- l) "Personnel" means persons hired by the Project Proponent or by any Sub-Project Proponent and assigned to the performance of the Services or any part thereof.
- 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 Project Proponent pursuant to this Contract, as described in Appendix A hereto.
- o) "Sub -Project Proponents" means any person or entity to whom/which the Project Proponent subcontracts any part of the Services. (Do we require???)
- p) "Third Party" means any person or entity other than the Government, the Client, the Project Proponent or a Sub-Project Proponent.
- q) "In writing" means communicated in written form with proof of receipt.

#### 1.1 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 Project Proponent. The Project Proponent, subject to this Contract, has complete charge of Personnel and Sub-Project Proponents, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### 1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

- 1.3 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.
- 1.4 Notices**
- 1.4.1 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.
- 1.4.2 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.
- 1.5 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 specified, at such locations, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Project Proponent 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 Project Proponent's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the client.
- 1.7 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 Project Proponent may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Project Proponent, Sub-Project Proponents, 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.
- 1.9 Fraud and Corruption** If the Client determines that the Project Proponents and/or its Personnel, sub-contractors, sub-Project Proponents, services providers and suppliers has engaged in corrupt, fraudulent, collusive, cohesive, or obstructive practices, in competing for or in executing the Contract, the Client may, after giving 14 days notice to the Project Proponent, terminate the Project Proponent's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(C).

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## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

**2.1 Effectiveness of Contract** of This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Project Proponent instructing the Project Proponent 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** of The Project Proponent 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 here of, 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** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfil 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 Extension of Time** 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.

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**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Project Proponent, shall be entitled to continue to be paid under the terms of this Contracts, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Service and in reactivating the Service after the end of such period.

**2.6 Suspension** The Client may, by written notice of suspension to the Project Proponent, suspend all payments to the Project Proponent hereunder if the Project Proponent 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 Project Proponent to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Project Proponent of such notice of suspension.

## **2.7 Termination**

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 notice of not less than thirty (30) Days' written notice of termination to the Project Proponent, and sixty (60) Days' in the case of the event referred to in (e).

### **2.7.1 By the Client**

- (a) If the Project Proponent fails to remedy a failure in the performance of their obligations under the Contract, within (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Project Proponent becomes insolvent or bankrupt
- (c) If the Project Proponent, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Project Proponent are unable to perform a material portion of the Services for a period of not less than sixty (60) Days
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Project Proponent fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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**2.7.2 By the Project Proponent** The Project Proponents 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 Project Proponent pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Project Proponent that such payment is overdue.
- (b) If, as the result of Force Majeure, the Project Proponent is unable to perform a material portion of the Services for a period of not less than sixty (60) Days.
- (c) If the Client fails to comply with any final decision rendered as a result of arbitration pursuant to Clause GC 8 hereof.

**2.7.3 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 Project Proponent:

- (a) payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (c) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**3. OBLIGATIONS OF THE PROJECT PROPONENT**

**3.1 General**

**3.1.1 Standard of Performance**

The Project Proponent 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 Project Proponent 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-Project Proponents or third Parties.

**3.2 Conflict of interest**

The Project Proponent shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Project Proponents Not to Benefit from Commissions, Discounts, etc.** The payment of the Project Proponent pursuant to Clause GC 6 shall constitute the Project Proponent's only payment in connection with this Contract or the Services, and the Project Proponent 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 Project Proponent shall use their best efforts to ensure that the Personnel, any Sub-Project Proponents, and agents of either of them similarly shall not receive any such additional payment.

**3.2.2 Project Proponent and Affiliates Not to be Otherwise Interested in project** The Project Proponent agrees that, during the term of this Contract and after its termination, the Project Proponent and any entity affiliated with the Project Proponent, as well as any Sub-Project Proponents and any entity affiliated with such Sub-Project Proponents, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Project Proponent's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities** The Project Proponent shall not engage, and shall cause their Personnel as well as their Sub-Project Proponents 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 Project Proponent Confidentiality 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 Project Proponent 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 Project Proponent** The Project Proponent (a) shall take out and maintain, and shall cause any Sub-Project Proponents to take out and maintain, at their (or the Sub-Project Proponents', 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 Project Proponent's Action Requiring Client's prior Approval** The Project Proponent 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 Project Proponent 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  
Project Proponent to be  
The property of  
The client

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Project Proponent under this the Contract shall become and remain the property of the Client, and the Project Proponent 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 Project Proponent 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 Auditing

The Project Proponent (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,

## 4. PROJECT PROPONENT'S PERSONNEL

### 4.1 Description of Personnel

The Project Proponent shall employ and provide such qualified and experienced Personnel and Sub-Project Proponents 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 Project Proponent's Key Personnel are described in Appendix C. The Key Personnel and Sub Project Proponents listed by title as well as by name in Appendix C are hereby approved by the Client.

### 4.2 Removal Replacement 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 Project Proponent, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Project Proponent 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 Project Proponent shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Project Proponent 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**

The Client shall use its best efforts Exemptions to ensure that the Government of Sri Lanka shall Provide to the Project Proponent such assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to tax 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 Project Proponent in performing the Services, then the Taxes and remuneration and reimbursable expenses otherwise payable to the Project Proponent 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**

The Client shall make available free of charge to the Project Proponent professional and support counterpart personnel, Services and Facilities listed under Appendix F

**6. PAYMENTS TO THE PROJECT PROPONENT**

**6.1 Option 'A' or Option 'B' is applicable**

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

**OPTION A (Clause 6.2 to 6.5 below are applicable)**

**6.2 Lump-Sum Payment**

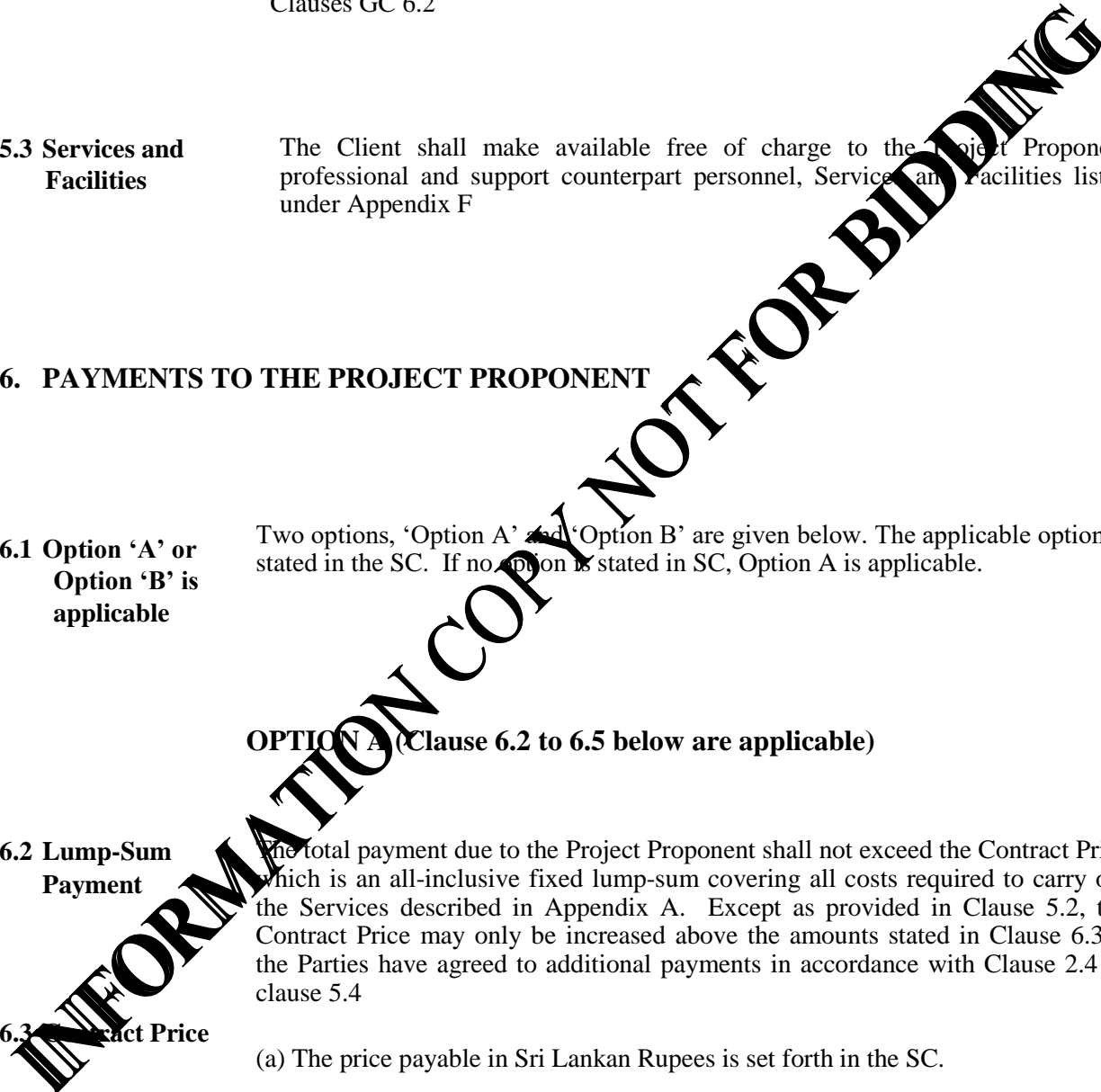
The total payment due to the Project Proponent shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated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

**6.3 Contract Price**

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

**6.4 Payment Additional Services**

of Aimed at 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 Project Proponent of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in instalments proportionate to the payments made to the Project Proponent. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Project Proponent has submitted an invoice to the Client specifying the amount due.

**6.6 Interest on Delayed Payment**

If the Client has delayed payments beyond thirty (30) days after the due date stated in the Clause SC 6.5, interest shall be paid to the Project Proponent for each day of delay at the rate stated in the SC.

**OPTION B (Clause 6.2 to 6.5 below are applicable)**

**6.7 Cost Estimates Ceiling Amount**

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

**6.2 Remuneration and Reimbursable Expenses**

- a) Subject to the ceilings specified in Clause GC 6.2(b) hereof, the Client shall pay to the Project Proponent (i) remuneration as set forth in ClauseGC Hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.3(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.2 and Clause SC 2.2 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.3(b), and subject to price adjustment, if any, specified in Clause SC 6.3(a).
- c) Reimbursable expenses actually and reasonably incurred by the Project Proponent in the performance of the Services, as specified in Clause SC 6.3(c).
- d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Project Proponent shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Project Proponent's fee.
- e) Any rates specified for Personnel not yet appointed shall be provisional

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and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

- f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

### **6.3 Currency of Payment**

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

### **6.4 Mode of Billing and Payment**

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

- a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Project Proponent advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Project Proponent to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC.

Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Project Proponent shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting material, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- c) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Project Proponent shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Project Proponent and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final

report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Project Proponent specifying in detail deficiencies in the Services, the final report or final statement. The Project Proponent shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Project Proponent to the Client within thirty (30) days after receipt by the Project Proponent of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- e) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- f) (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services or relieve the Project Proponent of any obligations hereunder.

## 7. GOOD FAITH

### 7.1 Good Faith

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

## 8. SETTLEMENT OF DISPUTES

**8.1 Amicable Settlement**

- (a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 days following the response of the 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.

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### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

**Number of  
GC Clause**

**Amendments of, and Supplements to, Clauses in the General  
Conditions of Contract**

1.6

The addresses are:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Project Proponent: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

{1.8}

{The Member in Charge is [insert name of member]}

Note: If the Project Proponent 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 Project Proponent consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.9

The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Project Proponent: \_\_\_\_\_

{2.1}

{The Effectiveness conditions are:}

2.2

The date for the commencement of Services is [insert days].Days from the effective date

64In the case of supervision of construction works, any approval needed from the Employer before issuing Variation orders may be included.

65Select either Option A or Option B

2.3 The time period shall be [insert time period, e.g.: 180 Days].

3.4 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Project Proponent or its Personnel or any Sub Project Proponents or their Personnel;
- (b) Third Party liability insurance, with a minimum coverage of [insert amount];
- (c) professional liability insurance, with a minimum coverage of [insert amount];

{3.5 (c)} {The other actions are: [insert actions<sup>64</sup>].}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7 (b)} Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Project Proponent shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}

{The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Project Proponent.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} Note: List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”

6.1 **The applicable option is<sup>65</sup>: Option A/Option B**

#### **OPTION A**

6.3(a) The amount in Sri Lankan Rupees is [insert amount].

6.3(b) The amount in foreign currency or currencies is [insert amount].<sup>66</sup>

6.5 Payments shall be made according to the following schedule:

Note: (a) the following instalments are indicative only; and (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements.

- I. 20% Upon Supply and Installation of Modules of the MIS
- II. 40% Upon Data uploading to the Modules of the MIS
- III. 20% Upon commissioning of the Live Operation of MIS
- IV. 10% Upon submission of the Project Completion Report
- V. 10% after completion of one (01) year from the Project Completion Report.

Note: This sample clause should be specifically drafted for each contract.

<sup>66</sup>If no foreign currency payment is involved specify as "none"

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**Foreign Currency Component:**

Note: This sample clause should be specifically drafted for each contract.

6.6 The interest rate is: [insert rate].

**OPTION B**

6.2(b) The ceiling in Sri Lankan Rupee component is: [insert amount] The ceiling in foreign currency or currencies is: [insert amount and currency]

{6.3(a)} Note: In order to adjust the remuneration for foreign and/or local inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and local currency. Remuneration in foreign currency should be adjusted by using a factor of 1.05 above the previous year price and remuneration in local currency should be adjusted by using a factor of 1.10 above the previous year prices.

6.3(b) The rates for National and Foreign Personnel are set forth in Appendix D,

6.3(c) (i) The Reimbursable expenses to be paid in Sri Lankan Rupees and

68

- (e) Thirty (30) percent of the lump-sum amount foreign currency component shall be paid as follows
  - (i) Twenty-five (25) percent of foreign currency component on proportionate to the value of construction works certified as payments to the contractor;
  - (ii) Five (05) percent of foreign currency component on completion of the defects liability period.

foreign currency is set forth in Appendix D.

- 6.4 The foreign currency [currencies] shall be the following:
- (i) [name of foreign currency]
  - (ii) [name of foreign currency or currencies]
- Note: Add other foreign currencies, if required.

- 6.5(a) Note: The advance payment could be in either Sri Lankan Rupees or the foreign currency, or both; select the correct wording in the Clause here below.

The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An advance payment [of [insert amount] in Sri Lankan Rupees and of [insert amount] in [insert currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.
- (2) The advance payment guarantee shall be in the amount and in Sri Lankan Rupees and [insert name of currency] portion of the advance payment.

- {6.5(b)} {The Project Proponent shall submit to the Client itemized statements at time intervals of [insert number of months].}

Note: Delete this Clause SC 6.5(b) if the Project Proponent shall have to submit its itemized statements monthly.

- 6.5(c) interest rate is: [insert rate].

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8.2

Disputes shall be settled by arbitration in accordance with the following visions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator:
  - (a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.
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.

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**MODEL FORM I**

See Note to Form on Clause SC 6.2(b)(ii)

**Breakdown of Agreed Fixed Rates in Project Proponent's Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

**(Expressed in Sri Lankan Rupees LKR)**

Personnel		1	2	3	4	5	7	8	
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working <sub>1</sub> Month/Day/Hour
Home Office									
Field									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## IV. Appendices

### APPENDIX A-DESCRIPTION OF SERVICES

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

### APPENDIX B-REPORTING REQUIREMENTS

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

### APPENDIX C-KEY PERSONNEL AND SUB-PROJECT PROPONENTS

Note: List under:

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

C-2 List of approved Sub-Project Proponents (if already available); same information with respect to their Personnel as in C-1.

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

### APPENDIX D-BREAKDOWN OF CONTRACT PRICE

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):

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

**APPENDIX E-SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

Note: List here the services and facilities to be made available to the Project Proponent by the Client.

**APPENDIX F-FORM OF ADVANCE PAYMENTS GUARANTEE**

Note: See Clause GC 6.4 and Clause SC 6.4.

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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

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

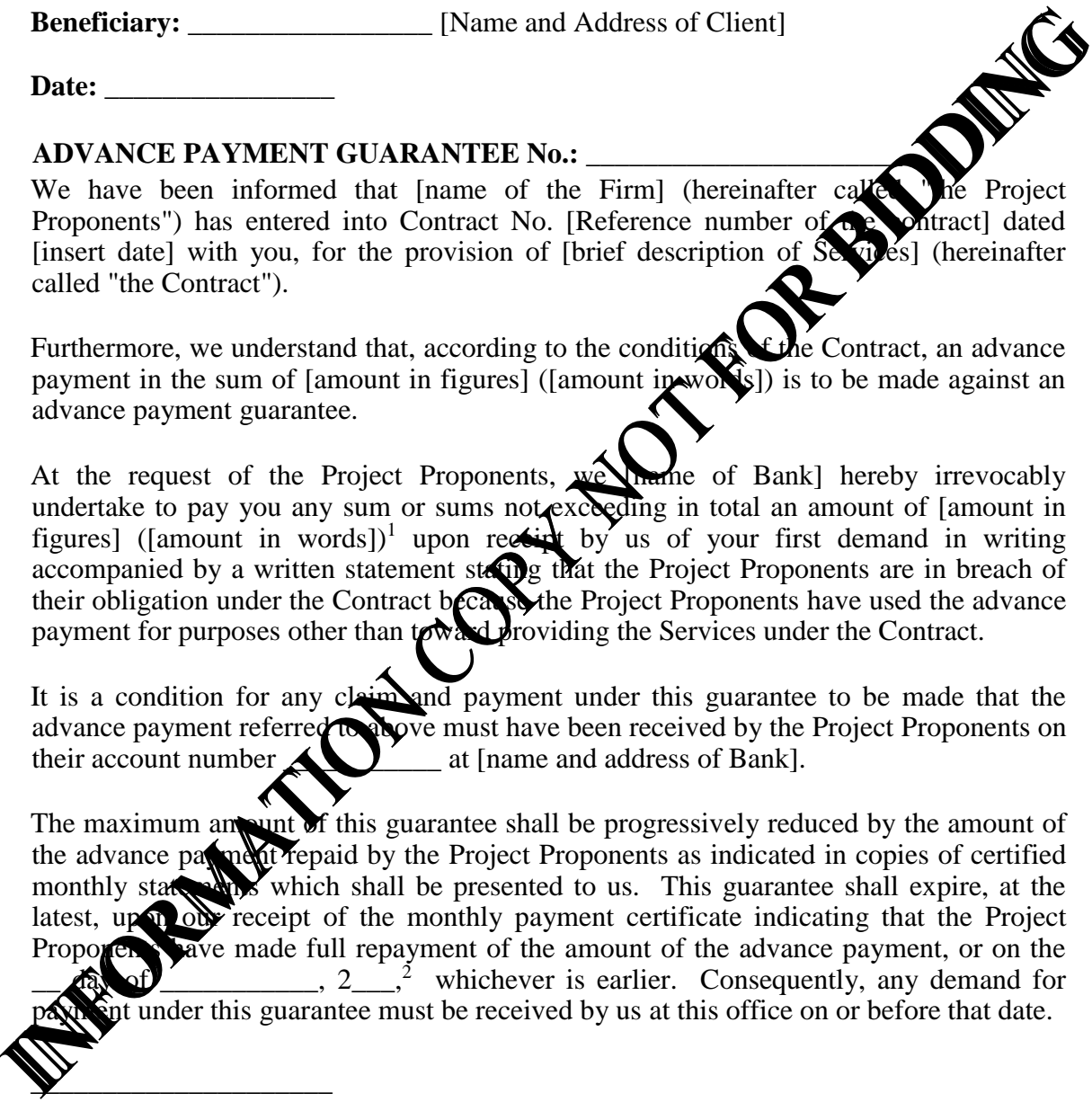
At the request of the Project Proponents, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Project Proponents are in breach of their obligation under the Contract because the Project Proponents have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Project Proponents as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Project Proponents have made full repayment of the amount of the advance payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_



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

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

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing the guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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