

REQUEST FOR PROPOSALS

Selection of Consultants

Consultancy Organization following
Fixed Budget Selection (FBS) method

Name of the Procuring Entity: **Study on Energy Efficiency
Improvement in Fisheries Sector in Sri Lanka
SEA/PD/SNR/29-2025**

Section 1. Letter of Invitation

Select a Suitable Consultancy Organization to Conduct “Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka” Procurement Number: SEA/PD/SNR/29-2025

The Chairman of the Project Consultants Procurement Committee on behalf of Sri Lanka Sustainable Energy Authority, invites bids from ESCOs, Training providers, Registered feasibility studies conducting companies registered in SLSEA and other Energy Sector Consultants (Project Proponents) to conduct “Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka”. Interested parties can inspect/download the Bid document by logging into the SLSEA’s website www.energy.gov.lk. Interested parties who wish to submit their bids shall make a non-refundable cash payment of LKR 1,000.00 should be paid to the Cashier of Sri Lanka Sustainable Energy Authority (SLSEA), No. 80, Sir Earnest de Silva Mawatha, Colombo 07. A copy of the above payment receipt shall be submitted along-with the bid. Bids without a copy of the payment receipt will be rejected.

Sealed bids marked ‘Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka - SEA/PD/SNR/29-2025’ on the top left-hand corner of the envelope shall be sent to reach the Chairman, Project Consultants Procurement Committee, Sri Lanka Sustainable Energy Authority, No. 80, Sir Earnest de Silva Mawatha, Colombo 07, through registered post or deposit in the tender box placed in SLSEA office at No. 80, Sir Earnest de Silva Mawatha, Colombo 07 on or before 10.30 a.m. on 20th November 2025. Late bids shall be rejected. Bids will be opened soon after the closing time in the presence of the bidders or bidders’ representatives who wish to be present. The successful bidder is required to furnish a performance bond (*Section 6*) for an amount of 10% of the total tender sum, valid for the entire period from that day to the end of defects liability period, within 14 days from the date of award of contract.

Further details may be obtained from Assistant Director (Procurement) by calling on telephone number 0112575030 during the office hours.

Chairman
Project Consultants Procurement Committee
Sri Lanka Sustainable Energy Authority
No. 80, Sir Earnest de Silva Mawatha,
Colombo 07
Tel: 94 (0) 112575030 Fax: 94 (0) 112682534
Email: procurement@energy.gov.lk Web: www.energy.gov.lk
24th Oct 2025

Section 2. Instructions to Consultants

- Definitions
- a) “Client” means the procuring entity with which the selected Consultant signs the Contract for the Services.
 - b) “Consultant” means any organization that may provide or provides the Services to the Client under the Contract.
 - c) “Contract” means the contract signed by the Parties and all the attached documents listed in Clause 1 of, that is the General Conditions (GC), the Special Contracts form of agreement.
 - d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
 - e) “Day” means calendar day.
 - f) “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Sri Lanka;
 - g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
 - h) “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile within Sri Lanka.
 - i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
 - j) “Party” means either or both the Client or the Consultant, as the context requires.
 - k) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
 - l) “Proposal” means the Technical Proposal and the Financial Proposal.
 - m) “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
 - n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
 - o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
 - p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5, which explains the objectives, scope of work, activities, tasks to

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

1. Introduction
 - 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
 - 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 Consultants should familiarize themselves with local conditions of the location where the assignment has to be carried out and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest
 - 1.6 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances.

Conflicting Activities	(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services.
Conflicting assignments	(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
Conflicting relationships	(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
	1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
	1.6.3 No agency or current employees of the Client shall work as Consultants Personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
Unfair Advantage	1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants

together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

- | | | |
|--------------------------------|------|--|
| Only one Proposal | 1.7 | Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal. |
| Proposal Validity | 1.8 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. 63 days |
| Eligibility of Sub-Consultants | 1.9 | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the requirements set forth in this RFP. |
| Fraud and Corruption | 1.10 | <p>The officials of the procuring entity, as well as Consultants participating in this consultant selection process should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the PE, designed to establish prices at artificial, noncompetitive levels; (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract. |

- | | |
|--|--|
| <p>2.
Clarification
and
Amendment
of RFP
Documents</p> | <p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, to the Client's address indicated in the Data Sheet. The Client will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.</p> <p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p> |
| <p>3.
Preparation
of Proposals</p> | <p>1.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.</p> <p>1.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>1.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p>(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> <p>(b) For fixed-budget-based assignments, the available budget is given in</p> |

the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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

Language

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

Technical
Proposal
Format and
Content

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

- (a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing

proposed for each activity.

- (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for foreign (if required) and local professional staff.
- (f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-6 of Section 3).
- (g) a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

1.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

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

3.8 The Consultants must price the local cost in Sri Lanka Rupees only.

2. Submission, Receipt, and Opening of

2.1 The original Proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both

Proposals

Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 2.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 2.3 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.
- 2.4 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 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 NOV 20, 2025 10.30 A.M.". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.5 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.
- 2.6 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.

3. Proposal Evaluation

- 3.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by

Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

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

Evaluation
of Technical
Proposals

- 3.2 The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, 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

- 3.3 After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional

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

Evaluation
of Financial
Proposals
for QBS

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

- a) The remuneration rates, social costs, overheads, profits; and
- b) Other costs such as out of pocket expenses, cost of surveys, equipment, office rent, supplies, travel, transport, computer rental, mobilisation, and printing.

VAT Registration certificate should also be attached.

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

- | | |
|---|---|
| Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) | 3.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if Option B is applicable under Clause 6 of GC, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if Option A is applicable under Clause 6 of GC, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet. |
| Evaluation of Financial Proposals (only for FBS) | 3.7 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. The evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations |

4. Negotiations	4.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
Technical negotiations	4.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
Availability of Professional staff/experts	4.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
Financial negotiations (only for QCBS, FBS and LCS)	4.4 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.

Conclusion of the negotiations	6.6 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
5. Award of Contract	7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. 7.2 The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet. 7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
6. Confidentiality	6.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: Sri Lanka Sustainable Energy Authority Method of selection: Fixed Budget Selection (FBS)
1.2	The assignment is: Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka
1.3	A pre-proposal conference will be held: Yes. 06 Nov 2025, 10.30 at the Board Room SLSEA. The Client's representative is: S.J. Elvitigala, Director (Surveys and Research) Address: No. 80, Sir Earnest de Silva Mawatha, Colombo 07. Telephone: 011 2575203 Facsimile: 011 2575089 E-mail: sjelvitigala@gmail.com
1.4	The Client will provide the following inputs and facilities : a) Permission Letters to visit premises b) Comments to methodology, work plan, inception report, interim report, etc.
1.8	Proposals must remain valid 63 days from the proposal submission.
3.3 (b)	The Financial Proposal shall not exceed the available budget of: Three Million Rupees (Rs. 3,000,000.00)
3.6	Breakdown cost of Activities required?: Yes
4.3	Consultant must submit the original and copy of the Technical Proposal, and Financial Proposal separately.

4.5	The Proposal submission address is: No. 80, Sir Earnest de Siva Mawatha , Colombo 07.		
	Proposals must be submitted no later than the following date and time: 20 Nov 2025-10:30 a.m.-----		
5.2	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:		
	Criteria		Marks Allocated
i	Specific experience of the consultants relevant to the conducting of study on energy efficiency improvement in fisheries sector		20
	General experience in consultant work in similar studies		10
ii	Methodology and work plan	Timeline	15
		Survey details	15
		Technical proposal	20
iii	Additional Educational and Professional qualification of the team		20
The minimum technical score required to pass is: 70 Points			
6.1	Expected date and address for contract negotiations (if applicable): -----		

Section 3. Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form

- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience

- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities

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

- TECH-5 Team Composition and Task Assignments

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

- TECH-7 Staffing Schedule

- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Director General

Sri Lanka Sustainable Energy Authority

We, the undersigned, offer to provide the consulting services for Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]³³

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

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

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

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

We remain,

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

Name and Title of Signatory: -----

Name of Consultancy Organisation: -----

Address: -----

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

Name of the Firm ³⁴			
Name and address of Client:			
Assignment name:	Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka		
Approx. value of the contract:		Duration of assignment (months):	06
Location:		Total N ^o of staff-months of the assignment	
N ^o of professional staff-months provided by you:		Approx. value of the services provided by firm:	
Start date (month/year):		Completion date (month/year):	
Name of associated Consultants, if any:			
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):			
Narrative description of Project:			
Description of actual services provided by your staff within the assignment:			

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE STUDY ON ENERGY
EFFICIENCY IMPROVEMENT IN FISHERIES SECTOR IN SRI
LANKA

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. In this chapter, you should 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

FORMS 8

FORM TECH-6 CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position³⁵:
2. Name of Firm³⁶:
3. Name of Staff³⁷:
4. Date of Birth: Nationality:
5. Education³⁸:
6. Membership of Professional Associations:
7. Other Relevant Qualifications³⁹:
8. Languages⁴⁰:
9. Employment Record⁴¹:
From [Year]: to [Year]:
Employer:
Positions held (with brief description):

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any 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:

³⁵ only one candidate shall be nominated for each position

³⁶ Insert name of firm proposing the staff

³⁷ Insert full name

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

³⁹ Indicate significant qualification/training

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

⁴¹ Starting with present position, list in reverse order every employment held by staff member since

graduation, giving for each employment (see format): dates of employment, name of employing organization, positions held

FORM TECH-7 STAFFING SCHEDULE

N°	Name of Staff	Staff input (in the form of a bar chart) ⁴³													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field	Total
National																	
1		[Office]															
		[Field]															
2																	
n																	
													Subtotal				
Foreign ⁴⁴																	
1		[Office]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

Full time input
 Part time input

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

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

⁴⁴ Only if Expatriate staff is proposed

FORM TECH-8 WORK SCHEDULE

N°	Activity ^{45/46}	Months ⁴⁷												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

⁴⁵ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments, indicate activities, delivery of reports, and benchmarks separately for each phase.

⁴⁶ In the case of Engineering/Architectural services design stage/ bidding stage/ supervision stage, etc..

⁴⁷ Duration of activities shall be indicated in the form of a bar chart

Section 4. Financial Proposal

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. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, is adopted.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

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

Appendix: Financial Negotiations - Breakdown of Remuneration Rates
(for Quality Based Selection only)

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Director General

Sri Lanka Sustainable Energy Authority

We, the undersigned, offer to provide the consulting services for **Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures⁴⁸]. .

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

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

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

Name and Title of Signatory: -----

Name of Firm: -----

Address: -----

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

FORM FIN-2 SUMMARY OF COSTS

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

Forms 3

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

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

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

N°	Description ⁵¹	Unit	Quantity	Unit Cost ⁵²			Amount		
				Local in Sri Lankan Rupees	Foreign		Local in Sri Lankan Rupees	Foreign	
					Currency	Amount		Currency	Amount
	Per diem allowances	Day							
	Communication costs between [Insert place] and [Insert place]								
	Drafting, reproduction of reports								
	Equipment, instruments, materials, supplies, etc.								
	Use of computers, software								
	Local transportation costs								
	Office rent, clerical assistance								
Total Costs carried to FIN - 2									

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

⁵² Should not repeat remuneration considered under Form Fin -4

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

⁵⁴ Only if the training is a major component of the assignment, defined as such in the TOR

Sample Form

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (d) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

[illegible]

⁶¹ Expressed as percentage of 1

⁶² Expressed as percentage of 1⁶³ Expressed as percentage of 4

APPENDIX 4

Section 5. Terms of Reference

1.0 Introduction:

The Sri Lanka Sustainable Energy Authority (SLSEA) has implemented numerous programmes in recent years to enhance demand-side energy efficiency across the industrial, commercial, and domestic end-use sectors. During these initiatives, it was observed that the fisheries sector in Sri Lanka has not been utilizing energy efficiently across its various processes and sub-sectors. These include fishing vessels and boats, ice factories, refrigeration facilities, land-based transport of fish, fish processing factories, fish drying, waste processing and other related operations in the value chain.

Also, in Sri Lanka's 2021–2030 Nationally Determined Contributions (NDC) plan, specific measures are outlined to reduce greenhouse gas (GHG) emissions from the marine sector, as part of NDC 12 under the transport sector. Among these measures is the introduction of energy efficiency improvements for fishing boats and vessels. This initiative is further detailed under:

- 12.4.1 – Energy Efficiency Improvement Programmes for Vessels and Boats
- 12.4.2 – Energy Efficiency Improvement Programmes for Ports and Port Operations

These components reflect a clear commitment to enhancing energy efficiency and reducing emissions in the maritime sector.

Sri Lanka's fish production comes from two different sectors, marine sector and the inland and aquaculture sector. For both of those sectors, the country operates a wide range of fishing vessels, including Multi-day Boats (Offshore Vessels – IMUL), Inboard Single-Day Boats (IDAY), Outboard Motor FRP Boats (OFRP), Motorised Traditional Boats (MTRB), Non-motorised Traditional Boats (NTRB), and Non-motorised Traditional Beach-Seine Boats (NBSB). These vessels are designed for fishing trips ranging from as short as 2–3 hours to as long as 45 days at sea. Most of these boats use diesel as their primary fuel source which is non-renewable and are equipped with ice or refrigerated storage facilities to preserve fish quality during voyages. There are many vessels which use kerosene as the fuel. However, it has been observed that the energy used across these operations is not being effectively utilised, highlighting the need for improved energy efficiency practices in the harvesting operations.

In post-harvesting operations, ice production factories are located around the island to supply ice for sea voyagers, transportation, and various other processes used to preserve the quality of fish. These factories primarily use grid electricity as their main energy source for ice production. It has also been identified that the energy use in these processes is not efficient. Also, fish transportation trucks, a vital link in the cold supply chain, play a major role in Sri Lanka's fisheries sector energy consumption. These trucks use refrigerated compartments powered by diesel engines to generate energy for both refrigeration and transportation. However, there are concerns regarding the energy efficiency of these trucks.

Sri Lanka's fisheries sector also includes fishery harbors, boat manufacturing yards, fishing gear factories, and fish processing plants, all of which consume energy. There is significant potential for improving energy efficiency across these facilities. Energy cost is identified as a key driver of prices of products offered by the fisheries sector in Sri Lanka. Poor end-use efficiency could be a major reason for high prices of products sold locally, which is acting as a key constraint in expansion of the market and low intake of fish the diet of the low-income groups.

2.0 Objectives:

The main objective of this study is to assess the potential for energy efficiency improvements in Sri Lanka's fisheries sector and to identify various opportunities for enhancing energy efficiency within the industry. Specific or sub-objectives breakdown is given below:

- Objective 1: Evaluate the existing energy consumption patterns and current energy demand across all major components of the fisheries sector in Sri Lanka, including fishing vessels, processing plants, transportation, and infrastructure.
- Objective 2: Pinpoint practical and cost-effective opportunities for reducing energy consumption and improving efficiency within the sector or the sub sectors such as transportation, refrigeration, processing etc.
- Objective 3: Examine current technologies, equipment, and operational practices to determine their energy performance and potential areas for enhancement.
- Objective 4: Develop clear, actionable recommendations and roadmaps for implementing

energy efficiency measures, including technology upgrades, process improvements, and policy interventions in the form of a white paper.

Final Outcomes of the project are as follows,

Outcome	Description	Indicator(s)	Target/Benchmark	Data Source
Outcome 1: Energy Consumption Profile	Detailed mapping of current energy use across fisheries sub-sectors	Total energy consumption (kWh, liters diesel)	Detailed energy consumption breakdown by sector.	Energy audits, Surveys, Utility data
Outcome 2: Identification of Energy Efficiency Opportunities	List of actionable energy-saving measures and technologies	Assessment reports, Technology compatibility	Study report for energy efficiency improvement in fisheries sector.	Technical assessments, Expert consultations
Outcome 3: Technology and Practice Evaluation	Assessment of existing equipment and processes for efficiency	% of equipment meeting efficiency standards	Evaluate more than 70% of equipment for efficiency	Site visits, equipment specs, interviews
Outcome 4: Potential Energy Savings	Estimated reduction in energy use from proposed improvements	Energy savings in kWh or liters diesel Energy savings in kWh or liters diesel	Identify sector wise energy saving potentials	Simulation models, Calculations, case studies
Outcome 5: Stakeholder Engagement & Buy-in	Level of involvement and awareness among fisheries sector actors	Number of stakeholders engaged feedback quality	80% positive response rate from key stakeholders	Stakeholder consultations, surveys
Outcome 6: Strategic Roadmap (White paper)	Develop a clear, actionable plan for the energy efficiency improvement in fisheries sector	Implementation timeline, Key milestones	Roadmap with detailed steps for rollout over 1-3 years	Planning documents, Project management framework

3.0 Work Scope:

This Study is based on the Fisheries Sector in Sri Lanka.

- Identify and categorize key components of the fisheries sector: fishing vessels, fishery harbors, transportation, processing facilities, cold storage units, dryers, boatyards, and gear manufacturing.
- Assess the current scale and energy demand of each sub-sector such as transportation, refrigeration, processing etc.
- Collect data on energy sources (diesel, electricity, etc.) used in various operations on each sub-sector transportation, refrigeration, processing etc.

- Analyse energy consumption patterns and intensity across the sector and identify major energy-consuming activities.
- Construct the fisheries value chain, highlighting the energy input at various segments of the value chain.
- Review existing equipment, machinery, and operational practices in use.
- Evaluate efficiency levels of current technologies and benchmark against best practices and international standards.
- Highlight short, medium, and long-term opportunities for improving energy efficiency, including the likely investments required for implementation
- Include recommendations on alternative technologies, process optimisation, and behaviour changes.
- Explore potential integration of renewable energy solutions to the fisheries sector
- Collate the findings in the form of a white paper for the consumption of the fisheries sector stakeholders

* Note: Survey Forms should be designed by the consultant including the above details. All individual survey forms and data sheets shall be submitted with the proposal to measure their capability, and with the final report.

Based on the above work scope, the following are the activities need to be performed during the study,

1. Energy Consumption Profile:
 - Conduct surveys and interviews with key energy consumers in Sri Lanka fisheries sector.
 - Collect and analyze data from utility providers.
 - Identify areas with high energy consumption that could benefit from energy efficiency.
2. Identification of Energy Efficiency Improvements:
 - Conduct site visits and technical assessments.
 - Determine the most appropriate technologies for Sri Lanka fisheries sector, mainly for transportation and refrigeration.
 - Evaluate compatibility with existing infrastructure of those technologies.
3. Technology and Practice Evaluation:

- Assessment of existing equipment and processes for efficiency.
 - Estimate improvements in energy efficiency could be achieved.
 - Benchmark the existing systems in the fisheries sector.
4. Potential Energy Savings:
- Cost estimates and investment requirements are to be estimated and documented.
 - Estimated reduction in energy use from proposed improvements.
 - Prepare a cost-benefit analysis based on energy savings.
5. Stakeholder Engagement:
- Organize meetings with stakeholders including businesses, government agencies, and energy suppliers.
 - Conduct surveys to gauge interest and concerns energy efficiency improvement in fisher's sector.
 - Address regulatory, financial, and technical barriers to adoption.
6. Development of Strategic Roadmap:
- Set clear timelines and goals for energy efficiency improvement in fisheries sector.
 - Provide a phased implementation plan with priorities and key milestones.
 - Ensure ongoing monitoring and evaluation for continuous improvement.

4.0 Budget and Deliverables:

The estimated approximate budget for the assignment is LKR 3 million (Inclusive of VAT and all taxes – Note VAT Registered Certificate should be provided). Deliverables are given in the table next page.

No.	Deliverable	Time period after awarding the contract
01	Inception Report	3 rd Week
02	Submission of raw data	12 th Week
03	Interim Report and Presentation	16 th Week
04	Draft Final Report and Presentation	20 th Week
05	Final Report (White paper)	24 th Week

5.0 Qualifications of the Team:

Member	Educational	Professional	Experience	Minimum Quantity
Team leader	B.Sc. in Mechanical, Electrical, Chemical Engineering, and a Master's in Engineering or a Chartered Engineer	Full professional qualifications in Mechanical or Electrical Engineering	More than 10 years, 5 years in research experience	1
Team members	B.Sc. Eng. (Electrical , Mechanical, Chemical or Civil -Traffic Engineering related to Transport Sector)	-	More than 2 years	2
	B.Sc. in Science and Master's in Energy Management (Engineers)			
	Diploma in Engineering or Science (Technical Officers)		More than 2 years	2

6.0 Selection Procedure:

The selection will be on a fixed budget-based evaluation as per the procedure set out in the Guidelines for Selection and Employment of Consultants published by the National Procurement Agency 2007.

The Selection Criteria for technical proposals are given below:

	Criteria		Marks Allocated
i	Specific experience of the consultants relevant to the conducting of study on energy efficiency improvement in fisheries sector		20
	General experience in consultant work in similar studies		10
ii	Methodology and work plan	Timeline	15
		Survey details	15
		Technical proposal	20
iii	Additional Educational and Professional Qualifications of the team		20

7.0 Time Period:

The selected consultant shall complete the study in six (06) months.

8.0 Payment Terms:

Payment terms are given below:

No.	Deliverable	Time period after awarding the contract	Percentage (%) of Payment
01	Inception Report	3 rd Week	10%
02	Submission of raw data	12 th Week	30%
03	Interim Report & Presentation	16 th Week	10%
04	Draft Final Report & Presentation	20 th Week	-
05	Final Report (White paper)	24 th Week	50%

Note: Delayed submission of the final report will result in a reduction of 2.5% of the total payment per week from the end of nine (06) six months starting from the date of agreement. Maximum reduction in this manner is 10% of the total payment.

9.0 Acceptance:

The acceptance of the work will be done by the Director General of the Sri Lanka Sustainable Energy Authority.

Section 6. Application for Performance Bank Guarantee

APPLICABLE FORMAT FOR PERFORMANCE BANK GUARANTEE

..... *[Issuing Agency's Name, and Address of Issuing Branch or Office]*

Beneficiary:*[Name and Address of Employer]*

Date:

PERFORMANCE GURANTEE NO:.....

We have been informed that.....*[name of Contractor/Supplier]*(hereinafter called “the Contractor”) has entered into Contract No..... *[reference number of the contract]* dated.....with you, for the..... *[insert“ Construction”/“Supply”]* of “Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka” (hereinafter called “the Contract”).

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

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

This guarantee shall expire, no later than the.....day of.....,20..... *[insert date,28 days beyond the scheduled contract completion date]* and any demand for payment under it must be received by us at this office on or before that date.

.....
[signature (s)]

Section 7: Draft Agreement

Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka

This Agreement is made and entered into at Colombo on this day of [month] of 2025 by and between:

The **Sri Lanka Sustainable Energy Authority** a body corporate established under Sri Lanka Sustainable Energy Authority Act No. 35 of 2007 - having its principal office at No: 72, Ananda Coomaraswamy Mawatha, Colombo 07. (hereinafter referred to as the “**SEA**”) of the first part.;
AND

XYZ Company, a company duly incorporated under the Companies Act No. 7 of 2007 and having its registered office at. (hereinafter referred to as “**xyz**”)

WITNESSETH

WHEREAS the SEA is seeking a consulting firm to conduct a Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka as per the ToR given in tender documents.

AND WHEREAS xyz in response to the open invitation sent by SEA to the Energy Service Companies (ESCO's) and Training Providers registered during the period of SEA 01/01/2025 to 31/12/2025 and subsequently called for proposals on dd/mm 2025.

AND WHEREAS in pursuance to such proposals SEA selected xyz to conduct Study who have submitted their proposal dated [dd/mm/yyyy] in reply to the said invitation.

AND WHEREAS on successful negotiations, a letter of award was issued to xyz by the SEA on [dd/mm/ 2021], awarding the contract to conduct Study in Sri Lanka to xyz.

AND WHEREAS xyz by their letter dated [dd/mm/2025] accepted the said award.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of each party hereto doing, observing, performing and complying with the covenant's terms, conditions and obligations contained herein to be done, observed, performed and compiled with each respective party, the parties hereto hereby agree as follows;

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. Documents

The following documents shall be deemed to be part and parcel of this Agreement

- (i) Request for Proposal
- (ii) Financial Proposal Format
- (iii) Technical Proposal Format
- (iv) Terms of Reference
- (v) Offer made by selected bidder
- (vi) Minutes of negotiations (if any)

- (vii) Letter of Award
- (viii) Letter of Acceptance

2. Definitions and Interpretations

In this Agreement (including the recitals) the following words and expressions will have the meanings as set out below unless the context otherwise requires a different meaning: -

“Acceptance” means the completion or deemed completion of conducting study on energy efficiency improvement in fisheries sector in Sri Lanka in accordance with Section 6.

“Agreement” means this Agreement between SEA and xyz including all Terms of Reference (TOR) and other documents referred to in this Agreement or attached hereto which may be or are agreed by the parties to form part of this Agreement.

“Commissioning” means the provision of authority by SEA to carry out a particular task.

“Confidential Information” means technical information, TOR, intellectual property rights, other know-how, and other information including but not limited to marketing information, customer information, as may be disclosed during the course of this Agreement and marked or verbally indicated as “Confidential” in connection with this Agreement to conduct a study on energy efficiency improvement in fisheries sector in Sri Lanka.

“ESCOs” means Energy Service Companies registered with SLSEA

“Training Providers” means Institutes registered with SLSEA to provide training and consultancy services

“Effective Date” means the date of execution of this Agreement.

“Intellectual Property Rights” means patent rights, copyright rights (including without limitation, rights in chiller survey and moral rights), design rights, trade secrets, or any other intellectual property rights of xyz, recognised and subsisting under the laws of such jurisdiction in which the above rights may be protected.

“Location (s)” means SEA’s or xyz respective offices as specified on page 1 of this Agreement or such other location as may be notified by either party to the other in writing.

“Launch Date” means the date xyz and SEA mutually agree to start the Chiller Survey

“Consultants” mean the consultants selected by SEA for provision of expert services in the activities to conduct study on energy efficiency improvement in fisheries sector in Sri Lanka

3. Application of terms

These terms and conditions will apply to all dealings between the parties hereto unless specifically varied in writing and signed by each party.

4. Commencement

The date of commencement of this Agreement will be the date of the execution of these presents by both parties to this Agreement.

A period of five working days to be considered as pre-assessment period would be made available prior to the commencement of this Agreement, which would facilitate time to assess the requirement, environment and necessary infrastructure.

5. SEA's undertaking

SEA undertakes:

- i) SEA shall fulfill the payment obligations in the manner described in Section 10 below.
- ii) SEA shall provide:
 - a) Letters of introduction in liaising with Government/Private agencies.
 - b) Any other specific information that selected consultant may require to be considered.

6. xyz's Undertaking

xyz undertakes:

- (i) xyz shall conduct all work of "Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka" as per TOR
- (ii) xyz shall conduct this study on energy efficiency improvement in fisheries sector in Sri Lanka as per TOR
- (iii) xyz shall do calculations and analyses the data as per TOR and determine the energy efficiency improvement in fisheries sector in Sri Lanka
- (iv) xyz shall complete the reports and presentations as per the deliverables in clause 4.0 of TOR.
- (v) xyz shall fulfill all of its obligations and duties agreed upon herein without violating the provisions of the SEA Act No. 35 of 2007.

7. Duration of the Work

xyz shall conduct Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka within six (06) months of the date of this Agreement.

8. Acceptance

- (i) Final acceptance of the work will be done by the Director General of Sri Lanka Sustainable Energy Authority (SEA).

9. Price

The price of Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka is Sri Lankan Rupees xxxxxxxx (in words) without VAT (Total Price is LKR xxxxxxxx (in figures) + VAT and may not be varied until final payment done by SEA.

The price is exclusive of any applicable VAT amounts. If registered for VAT amount should be shown separately with the VAT registration number.

10. Payment

The payment of Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka as per the clause 8.0 Payment Terms of the Final TOR.

11. Confidentiality

The parties acknowledge that in the course of this Agreement they will have access to and/or be in possession of Confidential Information of the other. "Confidential Information" includes, without limitation, the terms of this Agreement, property rights and know-how and other information to which the parties have a right to confidentiality.

Parties hereto shall not do any act whatsoever in breach of confidentiality of the other party.

The foregoing shall not prohibit or limit, any party's right for use of information (a) previously known to them, (b) independently developed by them, (c) acquired by it from a third party without continuing restriction on use, (d) which is, or becomes publicly available through no breach of this Agreement.

The provisions contained herein shall survive the termination of this Agreement.

12. Further obligations of xyz

xyz shall at all times perform its obligation under this agreement in a professional and skilful manner and shall conduct the Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka and submit the final report in accordance with internationally accepted standards.

xyz shall promptly obtain, if necessary, any additional technical skills, expertise, knowhow, manpower, machinery and other wherewithal to perform its obligations under this Agreement.

13. Termination

The SEA may, without prejudice to any rights it may have against xyz, terminate this Agreement if one of the following events will occur:

- i) if xyz or its employees commit a material breach of any of the terms and conditions of this Agreement, which breach is not waived or remedied by xyz within thirty (30) days upon receipt of written notice from the SEA of the occurrence of such breach. Notwithstanding the foregoing provisions, a breach which entitles the SEA to terminate this Agreement will include the following:
 - (a) misuse by xyz of Study on Energy Efficiency Improvement in Fisheries Sector in Sri Lanka without the prior written consent of SEA
 - (b) breach of the confidentiality provisions
 - (c) in the event xyz fails to complete the Study as specified in Terms of Reference within the time period specified in Article 7 due to delays caused by xyz.
- ii) if xyz shall at any time become insolvent or shall have a receiving order or administration order made against it or shall make any arrangement with or for the benefit of its creditors, or shall make any conveyance or assignment for the benefits of its creditors, or shall purport to do so or shall have a trustee, liquidator or receiver appointed of all of any part of its assets or takes or suffers any similar action in consequence of debt.
- iii) For any reason whatsoever, provided that the SEA gives xyz three (03) months' prior notice of its intent to terminate this agreement.

xyz may, without prejudice to any rights it may have against the SEA, terminate this Agreement if one of the following events will occur:

- I) if SEA fails to pay any sum due hereunder within thirty (30) days from the due date;
- II) if SEA or its employees commit a material breach of any of the terms and conditions of this Agreement, which breach is not waived or remedied by SEA within thirty (30) days of written notice from xyz of the occurrence of such breach;
- III) if the SEA shall at any time become insolvent or shall have a receiving order or administration order made against it or shall make any arrangement with or for the benefit of its creditors, or shall make any conveyance or assignment for the benefits of its creditors, or shall purport to do so or shall have a trustee, liquidator or receiver appointed of all of any part of its assets or takes or suffers any similar action in consequence of debt.
- IV) if the SEA breach of the confidentiality provisions

14. Force Majeure

If at any time during the continuance of this Agreement, the performance in whole or in part by either party or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, typhoons, lightning, flood, or any natural disasters, explosion,

epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel), strike and lockout or any other event beyond the reasonable control of the party concerned (hereinafter referred to as the “Eventuality”) then notice of such eventuality shall be given by the party affected by the Eventuality to the other within fifteen (15) working days of occurrence thereof and/or performance of the Agreement shall be resumed as soon as possible after such eventuality has come to an end or ceased to exist, provided that if the performance in whole or in part of any obligation under this Agreement is delayed by reason of any such Eventuality for a period exceeding three (03) months, the parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.

15. Dispute Resolution

Any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Agreement or on the interpretation thereof or on the rights, duties, obligations or liabilities of any party under or on the operation, breach, termination, validity thereof shall be settled in accordance with the applicable law of the country in such situation.

16. Waiver and Variation

A provision of a right created under this Agreement may not be:

- i) waived except in writing signed by the party granting the waiver, or
- ii) Varied except in writing signed by the parties

17. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the separate signatures or executions were on the same Agreements.

18. Severability

In the event any of these terms, conditions, or provisions or those of any document, schedule, annex or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provisions will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Strict Compliance

In the absence of express provision to the contrary, failure or omission by a party to this Agreement at any time to enforce or require strict or timely compliance with any provision of this Agreement or any related document shall not impair the ability of that party to exercise the rights and remedies it otherwise has in respect of a breach of any such provision.

20. Legal Relationship

Nothing contained in this Agreement shall be construed so as to constitute any party to this Agreement a partner, agent or representative of the other or to create any trust or partnership with any person or company or commercial entity for any purpose whatsoever.

21. Assignment of Rights

No party may assign its rights under this Agreement other than with the prior written consent of the other party.

22. Contact person

Upon execution of this Agreement, each of the party hereto shall nominate a contact person in its organisation to enable the other party to contact such person in case of need of information.

Each of the parties shall have the right to reject the contact person of the other party that it deems inappropriate upon receipt of the notice to the other party stating the exact cause of such refusal of the person involved.

23. Notices

Any notice required or permitted under the Terms of the this Agreement or required by statute, law or regulation (unless otherwise provided) will be in writing and will be delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the respective parties as follows:

Chairman
Sri Lanka Sustainable Energy Authority
No. 80, Sir Earnest de Silva Mawatha,
Colombo 07

Telephone: 011-257-5203
Facsimile: 011-257-5089
E-mail: info@energy.gov.lk

[Contractor]
XYZ (Private) Limited
No.xx, yyyy Road,
zzz

Telephone: 011-2xxx-xxx
Facsimile: 011-2xxx-xxx
E-mail: info@XYZ.lk

or such other address, facsimile number or e-mail address as may from time to time to be designated by notice hereunder. Any such notice will be considered to have been given on the

first working day of actual delivery or sending by facsimile or e-mail or in any other event within seven (7) working days after it was posted in the manner hereinbefore provided.

24. Governing Law

The parties hereby agree that this Agreement and the provisions hereof will be construed in accordance with the Law of the Country and the parties hereto submit to the exclusive jurisdiction of the courts of Sri Lanka.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be signed under their respective common seals as of the date fixed above written.

IN WITNESS WHEREOF the said **SRI LANKA SUSTAINABLE ENERGY AUTHORITY** and the xyz have affixed their Common Seals here unto and to one other of the same tenor and date as these presents at the place and on the date at the beginning hereof written.

The Common Seal of the **SRI LANKA SUSTAINABLE ENERGY AUTHORITY** was affixed hereunto in the Presence of the Chairman namely and the Member of the Board namely Mr..... and in the presence of the following witnesses:-

1.

2.

The Seal of the xyz was affixed hereunto in the presence of the Managing Director/CEO namely Mr..... and in the presence of the following witnesses:-

1.

2.

dd/mm/yyyy