

**THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**STATE MINISTRY OF AVIATION AND EXPORT ZONES DEVELOPMENT**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**PREPARATION OF MASTER PLAN FOR**  
**BANDARANAIKE INTERNATIONAL AIRPORT**  
**AT**  
**KATUNAYAKE, SRI LANKA**  
**Tender No. 102/T/2021**

**JANUARY- 2022**



AIRPORT AND AVIATION SERVICES (SRI  
LANKA) (PRIVATE) LIMITED.  
BANDARANAIKE INTERNATIONAL AIRPORT  
KATUNAYAKE





# **REQUEST FOR PROPOSALS**

## **SELECTION OF CONSULTANTS**

### **QUALITY AND COST BASED SELECTION (QCBS)**

**AIRPORT AND AVIATION SERVICES (SRI LANKA) (PRIVATE) LTD.**



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# **Section 1**

## **Letter of Invitation**



## Section 1.

### Letter of Invitation

RFP NO: .....

Date: 10<sup>th</sup> Jan.2022

#### **Request for Proposals (RFP) for Preparation of Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka.**

1. The Chairman, Ministry Consultancy Procurement Committee (CPCM) on behalf of the **Airport & Aviation Services (Sri Lanka) (Private) Limited** invites sealed “Request For Proposals” (RFP) from the reputed International Airport Consultants for the preparation and provision of a Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka. Details of the services to be provided are in the Terms of Reference (TOR) of this document.
2. An Airport Consultancy Organization will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the policies described in the latest version of the Selection and Employment of Consultants, published by National Procurement Agency of Sri Lanka.
3. This RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference (TOR)
  - Section 6 - Standard Form of Contract

Yours sincerely,

.....  
Signature

Chairman,  
Ministry Consultant Procurement Committee (CPCM),  
State Ministry of Aviation & Export Zones Development  
30<sup>th</sup> Floor  
West Tower  
Colombo 01, Sri Lanka.



# **Section 2**

## **Instructions to Consultants**



## 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 organisation that may provide or provides the Services to the Client under the Contract.
- c) **“Contract”** means the contract signed by the Parties and relevant documents made part and parcel of same.
- 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 sub-contracts 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 **Airport and Aviation Services (Sri Lanka) (Private) Ltd.** wish to select a reputed Airport Consultancy Firm / Organization by inviting sealed bids/proposals to prepare a Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka. Further details on the Services to be provided are in the **Terms of Reference** attached. The Consultancy Organization/ Firm will be selected in accordance with the **Quality and Cost Based Selection (QCBS)** as specified in the Guidelines for the Selection and Employment of Consultants published by National procurement Agency of Sri Lanka in August 2007.

**The Airport Consultant**, who submits a proposal shall comply with following minimum Requirements;

- (i) The Airport Consultants should have completed or executed at least Two Airport Master Plan studies for operational international airports with minimum target passenger capacity of 30 million passengers per annum within past Five years.
  - (ii) The Airport Consultant should have proven records of providing design consultancy services for the development works of an International Airport having annual passenger capacity of 20 Million.
- 1.2 The Consultants who meet the minimum requirements in 1.1 above 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 with 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 the lowest or any proposal, and reserves the right to reject any proposal or to annul the total selection process at any time prior to Contract award in the best interest of the Client. The Client shall not be held liable towards the Consultants regarding same.



<b>Conflict of Interest</b>	1.6 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
<b>Conflicting activities</b>	1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, who shall be considered to have a conflict of interest shall not be recruited, under any of the circumstances.  (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.
<b>Conflicting assignments</b>	(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.
<b>Conflicting Relationship</b>	(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with <b>a member of the Client's staff</b> 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.
<b>Consultant's Obligation</b>	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.
<b>Employment of Government Employees</b>	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
<b>Unfair Advantage</b>	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.
<b>Only one Proposal</b>	1.7 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.



<b>Proposal Validity</b>	1.8 <b>The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date.</b> 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.
<b>Eligibility of Sub-Consultants</b>	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.
<b>Fraud and Corruption</b>	<p>1.10 The officials of the procuring entity, as well as Consultants participating in this consultant selection process should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</li> <li>(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;</li> <li>(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.</li> </ul>
<b>2. Clarification and Amendment of RFP Documents</b>	<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>



### 3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the **Technical Proposal**, Consultants shall give particular attention to the following:
  - (a) If a 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
    - (i) **non-shortlisted Consultant(s)**, or
    - (ii) **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.

- (b) The estimated number of Professional staff-months or the budget for the execution of assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- (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

- 3.4 The Technical Proposal shall provide the information indicated in the following paras. From (a) to (g) using the attached Standard Forms (Section 3).
  - (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in **Form TECH-2 of Section 3**. For each assignment, the outline should indicate the names of Sub-Consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
  - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for



counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form **TECH-4 of Section 3**. The work plan should be consistent with the **Work Schedule (Form TECH-8 of Section 3)** which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (**Form TECH-5 of Section 3**).
- (e) Estimates of the staff input (staff-months of foreign and local professionals needed to carry out the assignment (**Form TECH-7 of Section 3**)). The staff-months input should be indicated separately for foreign (if required) and local professional staff if proposed.
- (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 to be part or not**

- 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. However, the expenditure involved in foreign currency such as Foreign Consultant's Fees and air ticket may be priced in foreign currency.



**4.  
Submission,  
Receipt and  
Opening of  
Proposals**

- 4.1. The original Proposal (**Technical Proposal and Financial Proposal**) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 of Section 3, and Fin-1 of Section 4**.
- 4.2. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly 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 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 Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation  
of Technical  
Proposals**

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



important aspects of the RFP, and particularly the compliance to the minimum requirement in instructions to Consultant or Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Evaluation criteria annexed as a attachment to the Data Sheet.

**Public  
Opening of  
Financial  
Proposals**

- 5.3 After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores obtained by each qualified Consultant shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

**Evaluation  
of Financial  
Proposals**

- 5.5. 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 (partial amount & word) will prevail. In addition to the above corrections, as indicated under para.3.6 activities and items described in the Technical Proposal but not price, 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 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. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet.

**Combined  
Evaluation  
Technical  
and  
Financial  
Proposals**

- 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.



- |   |  |
|---|--|
| <b>6. Negotiations</b>                            | 6.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.  |
| <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 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.  |
| <b>Availability of Professional Staff/Experts</b> | 6.3. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or higher 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. |
| <b>Conclusion of the Negotiations</b>             | 6.4. 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.  |
| <b>7. Award of Contract</b>                       | <p>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.</p> <p>7.2. The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet.</p> <p>7.3. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>  |
| <b>8. Confidentiality</b>                         | 8.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.   |



## Instructions to Consultants

### DATA SHEET

Paragraph Reference Instructions to Consultants	
<b>General</b>	<b>This Request for Proposal (RFP) has been addressed to the non-shortlisted Consultancy Organizations and Instructions to Consultants to be read accordingly.</b>
<b>1.1</b>	<p>Name of the Client: Airport &amp; Aviation Services (Sri Lanka) (Private) Ltd.</p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b></p> <p>As specified in the Guidelines for Selection and Employment of Consultants published by National procurement Agency (NPA) of Sri Lanka in August 2007. The bidders can be viewed/obtained such procurement guidelines by NPA website <a href="http://www.treasury.gov.lk/web/guest/guidelines-selection-employment-of-consultants">www.treasury.gov.lk/web/guest/guidelines-selection-employment-of-consultants</a></p>
<b>1.2</b>	Name of the assignment is : <b>Preparation of Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka.</b>
<b>1.3</b>	<p>A pre-bid (physical) conference will be held and details are as follows;</p> <p style="padding-left: 40px;">Date : <b>10<sup>th</sup> Feb. 2022</b></p> <p style="padding-left: 40px;">Time : <b>10.00 hrs.</b> local time ( GMT + 5:30 hrs.)</p> <p style="padding-left: 40px;">Venue: Conference Room, Civil Engineering (P&amp;D) Division, 4th Floor, New Administration Building, Airport &amp; Aviation Services (Sri Lanka) (Private) Ltd. Bandaranaike International Airport, Katunayake, Sri Lanka.</p> <p>Bidders have an option of participating for virtual meeting and link will be informed to bidders who purchase the RFP document.</p> <p>The Client's Representative is : Head of Civil Engineering (Planning &amp; Design)</p> <p>Address : Airport &amp; Aviation Services (Sri Lanka) (Private) Limited Bandaranaike International Airport, Katunayake.</p> <p>Telephone : +94 11-2252110 / +94 11-2263500</p> <p>Facsimile : +94 11-2251356</p> <p>E-mail : <a href="mailto:pd@airport.lk">pd@airport.lk</a></p>
<b>1.4</b>	<p>The Client will provide the following inputs and facilities as stipulated in Section 5 of the Terms of Reference - Item 5.7 :</p> <ul style="list-style-type: none"> <li>(a) Issuance of access permits necessary for activities of the Consultant of Bandaranaike International Airport in connection with the Services.</li> <li>(b) Access to its relevant offices and departments and full cooperation related to the Services.</li> <li>(c) Assistance in obtaining visa, work permits, etc., necessary for the expatriate staff of the Consultant;</li> </ul>



	<p>(d) The Employer shall provide a Counterpart Team to work with the Consultant as and when required subject to the indication of the consultant's requirement as specified in the consultant's project proposal and methodology by the Consultant.</p> <p>Technology transfer and skill development of for Client's counterpart personals on airport master plan development is an obligation of the Consultant.</p> <p>(e) Assistance in contacting other airport stakeholders for obtaining necessary information for the development of master plan.</p> <p>(f) Air conditioned basic Office space for four persons (Approx. total floor area 10 sqm)</p>
<b>1.6.1</b>	No contract shall be awarded to a contractor who is black-listed by National Procurement Agency of Sri Lanka ( <b>NPA</b> ).
<b>1.8</b>	Proposals must remain valid until 180 Days from the date of closing of Bids.
<b>2.1</b>	<p>Clarifications may be requested not later than 14 Days before the submission date.</p> <p>The address for requesting clarifications is : Head of Civil Engineering (Planning &amp; Design) Airport &amp; Aviation Services (Sri Lanka) Limited Bandaranaike International Airport, Katunayake, Sri Lanka. Facsimile : +94 11-2251356 E-mail : pd@airport.lk</p>
<b>3.3. (b)</b>	<p>Estimated number of professional staff-months required for the assignment is;</p> <ul style="list-style-type: none"> <li>- International Experts 14 Man Months</li> <li>- Local Experts 20 Man Months</li> </ul> <p>However, the bidder to indicate the estimated number of professional staffs required for the assignment,</p> <p>International experts: ..... Man Months</p> <p>Local experts: ..... Man Months</p>
<b>3.4. (d)</b>	It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
<b>3.4. (e)</b>	Estimates of the staff input {staff-months of foreign and local professionals (if local professionals are proposed)} needed to carry out the assignment ( <b>Form TECH-7 of Section 3</b> ). The staff-months input should be indicated separately for foreign and local professional staff if proposed.
<b>3.4. (f)</b>	<p>Each proposed Professional Staff must have at least 10 years of professional experience in the relevant field.</p> <p>(i) As the involvement of Airport Planning Engineer for this assignment has a significant volume, it is essential that the proposed professional (Engineer) for such work to be a qualified and experienced individual having extensive experience in similar works. <b>The Consultant-to provide reference in which employer could verify the professional is essential.</b></p>



	(ii) Key information of each proposed professional should include number of years working for the Firm / entity, and degree of responsibility held in various assignments during the last five (05) years with special emphasis to Master Planning and associated Work. The Consultant to provide reference in which employer could verify the professional is essential.										
<b>3.4. (g)</b>	Training is a specific component of this assignment .  Technology transfer and skill development for Client's staff in preparation of airport master plans including study of major airport master plan developments etc. Refer Item 5.5 of Terms of Reference for further details										
<b>3.6</b>	All costs to be included in the remunerations of the Consultant's employees.										
<b>3.6</b>	Breakdown cost of Activities are required and payment will be made as per 3.6.										
<b>3.7</b>	Applicable Taxes and levies shall be included separately.										
<b>4.3</b>	Consultant must submit the original and 04 copies of the Technical Proposal, and the original of the Financial Proposal.										
<b>4.5</b>	The Proposal submission address is:  Chairman, Ministry Consultant Procurement Committee (CPCM), State Ministry of Aviation & Export Zones Development 30 <sup>th</sup> Floor, West Tower Colombo 01, Sri Lanka.  Proposals must be submitted not later than the following date and time: <b>1<sup>st</sup> March 2022 at 14.00 hrs.</b> local time (GMT+ 5:30hrs.)										
<b>5.2</b>	Evaluation of Technical Proposals will be conducted as follows; Proposals will be evaluated in accordance with the point system as follows; <table border="0"> <tr> <td>(i) Firm's experience relevant to Airport Master Plans</td> <td>30 points</td> </tr> <tr> <td>(iii) Relevant qualifications, experience, references and technical credibility and competence of individual persons proposed to attached for this work</td> <td>35 points</td> </tr> <tr> <td>(iii) Proposed Methodology, work plan and tools to be utilized</td> <td>30 points</td> </tr> <tr> <td>(iv) Quality of RFP submission</td> <td>5 points</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points: <b>100</b></td> </tr> </table> <p><b>The details of the evaluation scheme and marks are given in the Section 7</b></p> <p><b>The minimum technical score required to pass is: 70 Points</b></p>	(i) Firm's experience relevant to Airport Master Plans	30 points	(iii) Relevant qualifications, experience, references and technical credibility and competence of individual persons proposed to attached for this work	35 points	(iii) Proposed Methodology, work plan and tools to be utilized	30 points	(iv) Quality of RFP submission	5 points	Total points: <b>100</b>	
(i) Firm's experience relevant to Airport Master Plans	30 points										
(iii) Relevant qualifications, experience, references and technical credibility and competence of individual persons proposed to attached for this work	35 points										
(iii) Proposed Methodology, work plan and tools to be utilized	30 points										
(iv) Quality of RFP submission	5 points										
Total points: <b>100</b>											



<b>5.5</b>	<p>For conversions to US Dollars : Buying rate of Central Bank of Sri Lanka at the date and time of Technical Bid closing</p> <p>The source of official buying rates is : Central Bank of Sri Lanka</p> <p>The date of exchange rate is : The Date and time of Technical Bid Closing</p>
<b>5.6</b>	$P = 0.25, T = 0.75$
<b>6.1</b>	<p>Address for contract negotiations:</p> <p>Chairman, Ministry Consultant Procurement Committee (CPCM), State Ministry of Aviation &amp; Export Zones Development 30<sup>th</sup> Floor West Tower Colombo 01, Sri Lanka.</p> <p>Date of negotiations shall be informed once the Technical evaluation is completed.</p>
<b>7.3</b>	<p>Expected date for commencement of consulting services: July 2022</p> <p>Location: Airport and Aviation Services (Sri Lanka) (Private) Ltd., Bandaranaike International Airport, Katunayake, Sri Lanka.</p>



# **Section 3**

## **Technical Proposal**

### **– Standard Forms**



**Section 3.****Technical Proposal - Standard Forms**

Duly filled following forms shall be submitted by the consultant / Bidder and will lead to qualify for the assignment.

- |        |  |
|--------|--|
| TECH-1 | Technical Proposal Submission Form   |
| TECH-2 | Consultant's Organization and Experience<br>A Consultant's Organization<br>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<br>A On the Terms of Reference<br>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: Chairman,  
 Airport and Aviation Services (Sri Lanka) (Private) Ltd.  
 Bandaranaike International Airport,  
 Katunayake, Sri Lanka

We, the undersigned, offer to provide the consulting services for **Preparation of Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka** in accordance with your Request for Proposal dated ..... [Insert Date] and our Proposal. We hereby submit 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]<sup>33</sup>*

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 lowest or any Proposal you receive and that you reserve the right to reject any proposal or to annul the total selection process without assigning reasons in the best interest of the company.

We remain,

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

Name and Title of Signatory: -----

Name of Consultancy Organization: -----

Address: -----  
 -----  
 -----



<sup>33</sup> Delete in case no association is foreseen

## **FORM TECH-2**

### **CONSULTANT'S ORGANIZATION AND EXPERIENCE**

#### **A - Consultant's Organization**

Provide here a brief (02 pages) description of the background and organization of your firm/entity and each associate for this assignment.

This includes related experiences of the firm, ability to provide qualified people, airport infrastructure development, planning and preparation of master plans experience and demonstrate understanding of FAA, IATA, ICAO and CAASL requirements in the development of Master Plans.

The structure of Consultant's Organization required to explain their role on Master Plan development work of Airport. That will be the governing factor of selection of the Consultant. Experience in development of Master plans except for airports will be considered as secondary and will not be considered for the selection process.



## B - Consultant's Experience

### Consulting Firm Information

Provide information on each assignment for which your firm and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services for preparation of airport master plans of international airports.

### Project References

Please select most relevant projects which consultancy services have been provided to demonstrate the firm's technical qualifications on Airport Master Planning and geographical experience.

Assignment name:	Approx value of the total contract of Airport Master Plan (in current US\$):
Country: Location within country: <b>Skytrax</b> Rating of Airport	Duration of assignment (months):
Name of Client:	Total no. of person – total man-months of the assignment:
Address	Approx. value of the services provided by your firm under the contract (in current US\$):
Contact Person of Client: Name: Position: Tel: & Email:	No. of professional man-months provided by the joint venture partners or sub-Consultants
Start date (month / year):	Name of Senior regular full-time employees of your firm involved and functions performed. Indicate most significant profiles such as Project Director /Manager and other relevant technical personnel
Name of joint venture partner or sub-Consultants, if any:	Completion Date and certificate of completion (to be attached)
Name of the Airport:	a. Present and planned traffic (master planned) level: b. Present and forecasted (master planned) investment: c. Annual reports of said Client's Airport:
Narrative description of project indicating role carried out by the applicability of the consultant:	
Description of actual services provided in the assignment:	

Firm's/Associate Firm's name: -----



### **FORM TECH-3**

#### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

##### **A - On the Terms of Reference**

Present and justify here any modifications or improvements 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 phrasing 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



**FORM TECH-4**

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK  
PLAN FOR PERFORMING THE ASSIGNMENT**

---

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

- a) Technical Approach and Methodology,
- b) Work Plan and Tools
- 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 and Tools.

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. The software intend to use for the task also to be mentioned describing relevant applications. 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	Tasks Assigned



**FORM TECH-6****CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position<sup>35</sup>: -----

2. Name of Firm<sup>36</sup>: -----

3. Name of Staff<sup>37</sup>: -----

4. Date of Birth: ----- Nationality: -----

5. Education<sup>38</sup>: -----

6. Membership of Professional Associations: -----

7. Other Relevant Qualifications<sup>39</sup>: -----

8. Languages<sup>40</sup>: -----

9. Employment Record<sup>41</sup>:

From [Year]: to [Year]: -----

Employer: -----

Positions held (with brief description): -----

10. Names of 02 Referees & their Contact Details (attach letters from each): -----

11. Certification:

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

----- Date-----

[Signature of staff member]

----- Date-----

[Signature of authorized representative of the client]

Full name of authorized representative: -----

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<sup>42</sup>**

No.	Name of staff	Staff input (in the form of a bar chart) <sup>43</sup>													Total staff- month input		
		1	2	3	4	5	6	7	8					n			
<b>Local</b>																	
1																	
2																	
3																	
n																	
														<b>Sub Total</b>			
<b>Foreign<sup>44</sup></b>																	
1																	
2																	
3																	
n																	
														<b>Sub Total</b>			
														<b>Total</b>			

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

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

<sup>44</sup> Only if Expatriate staff is proposed



**FORM TECH-8****WORK SCHEDULE**

No.	Activity <sup>45/46</sup>														
		1	2	3	4	5	6	7	8						n
1															
2															
3															
4															
5															
n															

<sup>45</sup> 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.

<sup>46</sup> In the case of Engineering/Architectural services design stage/ bidding stage/ supervision stage etc.

<sup>47</sup> Duration of activities shall be indicated in the form of a bar chart.



# **Section 4**

## **Financial Proposal**

### **– Standard Forms**



**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. 2 of the Letter of Invitation.

FIN – 1      Financial Proposal Submission Form

FIN – 2      Summary of costs

FIN – 3      Breakdown of Remuneration

FIN – 4      Breakdown of Other Expenses

Refer **Appendix 01**    - Factors to be considered while preparing Remunerations.



**FORM FIN-1****FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: Chairman,  
 Airport and Aviation Services (Sri Lanka) (Private) Ltd.  
 Bandaranaike International Airport  
 Katunayake

We, the undersigned, offer to provide the consulting services for **Preparation of Master Plan for Bandaranaike International Airport, Katunayake, Sri Lanka** in accordance with your Request for Proposal dated ..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of .....  
 .....  
 .....

[Insert amount(s) in words and figures<sup>48</sup>].

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: .....

Name and Title of Signatory:

.....  
 .....

Name of the Firm:

.....  
 .....

Address:

.....  
 .....

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



## FORM FIN-2

## SUMMARY OF COSTS

	COST	
	USD	SLR
Remuneration (from FIN 3)		
Other expenses ( from FIN 4 )		
<b>Total Costs of Financial Proposal carried to Financial Proposal Submission Form</b>		



**FORM FIN-3****BREAKDOWN OF REMUNERATION**

Name <sup>49</sup>	Position <sup>50</sup>	Input (No. of Staff - months)	Rate per month		Amount	
			USD	SLR	USD	SLR
<b>Total Costs Carried to FIN-2</b>						

<sup>49</sup> Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draughtsman, clerical staff etc.).

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



**FORM FIN-4****BREAKDOWN OF OTHER EXPENSES**

No	Description	Unit	Quantity	Cost per unit		Amount	
				USD	SLR	USD	SLR
1	Training of the Client's Personal						
2							
3							
4							
5							
6							
Total Costs Carried to FIN-2							



## Appendix 01

Following factors to be considered for preparing remuneration of the employees

1. Remuneration specified here is considered as complete remuneration. It covers followings;
  - a. Salaries and allowances including overtime if any to be paid for the personal by the Consultant
  - b. Overheads (including running of an office etc.)
  - c. Cost of travelling, subsistence, accommodations etc.
  - d. The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services.
  - e. Taxes applicable (Ex. Payee tax) indicate separately.
2. Method of Payment
  - a. Payment to be determined based on the work performance and number of man months utilized as agreed at the contract negotiation.
  - b. However, work done against the schedule of man month to be agreed at the contract negotiation and details with relevant to particular claim to be submitted (certified attendance sheets, details of work done etc.) with the payment application.
3. Local Employees are governed by the labour rules of Sri Lanka.



# **Section 5**

## **Terms of Reference**



\*\*\*\*\*

**TERMS OF REFERENCE  
PREPARATION OF MASTER PLAN  
FOR  
BANDARANAIKE INTERNATIONAL AIRPORT**

.....

## **5.1 Introduction**

Bandaranaike International Airport (BIA) is the main gate way to the Island nation of Sri Lanka. The Airports located 32 km north of the City of Colombo which is the Business capital of Sri Lanka. It was recorded as **10.88 million passenger movement in year 2018** showing 8% yearly growth since 2014. In addition, 74,512 aircrafts and 280,412 MT of cargo have been handled by BIA in 2018.

The Airport is managed by Airport and Aviation Services (Sri Lanka) (Private) Limited (AASL) fully Government owned Company established in 1983 under the Air Navigation Special Provision Act No. 2 of 1982. AASL is the statutory Service provider for International Airports of Sri Lanka as per the Civil Aviation Act No14 of 2010.

Bandaranaike International Airport (initially named as Katunayake International Airport) was originally a Royal Air Force base and was taken over by Sri Lanka Air Force on 1<sup>st</sup> November 1957. The Government of Sri Lanka decided in 1958 to develop this airport as the international airport of the country. The construction of the Katunayake International Airport commenced in October 1962 with the assistance of Canadian Government under Colombo Plan and was ceremonially opened on 5<sup>th</sup> August 1968 with a new runway, a sub-taxiway, an Apron and a Terminal Building. Handling capacity of the Katunayake International Airport on completion was 1.5m passengers per annum at that time.

Accordingly, **Airport and Aviation Services (Sri Lanka) (Private)Ltd.**, (hereinafter referred to as "AASL/ Employer") being the Statutory Service Provider is the Executing Agency and wishes to develop a Master Plan for BIA (hereinafter referred to as the "Project") as a Lump Sum Contract.

Further, AASL wishes to engage a reputed Airport Consultancy Firm to provide the necessary Professional and Technical Services for the above Project.

The cost of the Consultancy Services will be arranged by the Employer (AASL). Payments to the Foreign Consultants will be made in US Dollars and Sri Lankan Rupees with the approval of the treasury of Government of Sri Lanka.

This RFP is intended to provide general guidance to the Bidders/Consultants. The Proposal should be innovative and should be based on the consultant's understanding of the issues associated with preparing a Master Plan for the Airport. The Consultant is free to propose a methodology and to recommend changes which they believe best to meet the project objectives. The AASL expects that the preparation of the Master Plan will be a collaborative process that not only meets the Airport's need for a long term plan but that also is sensitive to the needs, expectations and concerns of a variety of other parties.



## 5.2 Master Plans and Developments of BIA

After establishment of BIA in 1968 it has gone through several master plan studies and construction programs. Accordingly, first master plan for the Airport was prepared by “**Lea - Acres - Norr**” in 1979 and it was replaced by the Master plan prepared by **Netherlands Airport Consultants B.V. in 1983**.

The airport master plan study done by Netherlands Airport Consultants (NACO) has proposed a two phased development first phase in 1990 and second phase in 2000 as shown in Table 1.1. and Master Plan layouts are attached as *Attachment 01*.

**Table 1-1 – Proposed Phased Development Concept**

Description	Phase 1	Phase II
Target Year	1990	2000
Aircraft movements /peak hr.	13	19
Aircraft movements arr. or dept./peak hr.	9	13
Active parking stands required	12	17
Long term parking stands	6	10
Passengers /peak hr.	2,100	3,500
Passengers arr. Or dept./peak hr.	1,650	2,750
Cargo volume in tons/yr.	42,000	70,000

Accordingly Phase I development has commenced in 1984 under the multi-national technical and financial assistance and was completed in 1988. This Phase consisted of construction of new runway parallel to the existing one, conversion of existing runway to a full length parallel taxiway, exit and entrance taxiways, expansion of existing parking apron, expansion of existing terminal building, utilities, cargo building, ATC centre, maintenance and store complex, fire and rescue building, installation of visual aids for navigation, end etc. With the completion of the project, annual passenger handling capacity of the airport was increased to 3 million.

In 1997, AASL has done a feasibility study to implement Phase II developments as per master plan and has requested to include in the 32<sup>nd</sup> Yen Loan package from the Government of Japan. In response to the request made, Overseas Economic Cooperation Fund (OECF) of Japan had proposed to carry out a Special Assistance for Project Formation (SAPROF) study to make the project in to success. Accordingly, SAPROF team has reviewed the previous master plan and it has been decided to implement Phase II development in two stages. Revised master plan together with staging of the Phase II development plan is attached as *Attachment 02*.



**Table 1-2 Summary of Air Traffic Demand Forecast made by SAPROF Team**

	1997	2003	2008	2013
	<i>Actual</i>	<i>Forecast</i>		
Passenger	2,319,272	3,663,000	5,161,000	7,289,000
Cargo	97,436	190,500	320,400	507,000
Aircraft.	22,568	32,400	39,900	48,600
<b>Peak hr. (2 ways)</b>				
Passenger	980	1,430	1,970	2,740
Aircraft	7	10.5	13	16.1
<b>Peak hr. (1 way)</b>				
Passenger	680	1,000	1,380	1,920
Aircraft	5	7.4	9.1	11.3
Aircraft Parking Demand	11	16.6	20.5	25.4

### 5.3 BIADP Phase II Stage 1

The Phase II Stage 1 development Project of Bandaranaike International airport implemented under loan agreement SL P62 (32<sup>nd</sup> Yen Loan Package) was completed in 2006 increasing the handling capacity to 6 million passengers per annum.

The scope of the project included improvements to parallel taxiway, Construction of new Apron C (08 parking stands), Refurbishment of existing Passenger Terminal Building, construction of new Pier Building, Departure & Arrival public concourses, Utilities such as Power supply, Sewerage disposal system, Water supply system, and Incinerator, New Cargo Building, Air navigational system MSSR, Radar, Expansion of communication system, Air traffic control system, Visual docking guidance system etc. Total Project Cost was US\$ 125 Million.

#### 5.3.1 Improvement to Air navigational and Landing Aids

Installations of CAT I Approach lights and ILS for 04 end of Runway were carried out using AASL Domestic Funds as it has not been identified as a requirement for Phase I developments in the master plan.

#### 5.3.2 Introduction of CARGO VILLAGE

Cargo village concept was introduced in year 1992 to provide one stop cargo movement management facilities. There are three cargo terminals (warehouses) to facilitate the demands of freight forwarders in addition to New Cargo Building constructed under Phase II Stage 1.

#### 5.3.3 Aviation Fuel Supply

Fuel Farm was constructed and fuel hydrant system was introduced under Phase II Stage 1 developments.



### 5.3.4 Runway Capacity of BIA

Capacity of Runway of BIA was declared as 25 movements per peak hour by Netherland Airport Consultant in Year 1984. The designed Aircraft was **Boeing 747-400** and Annual movement of Design Aircraft was 10,000. Length and Width of the Runway are 3340m and 45m respectively.

Distance between Centerline of the runway and the centerline of the Parallel taxiway is 200m. Air traffic Control Tower and the Pier Building are located at 400m and 276 m away from the centerline of the runway respectively. There are five 90 degree exits/entrance from the runway. However, either rapid taxiway exists or holding bays are not available as per the original Layout.

As the Runway pavement getting deteriorated due to aging, adverse weather and other environmental conditions, AASL has conducted a resurfacing of runway and Taxiways pavements in Jan 2017 with an 8 hours per day runway closure during 03 months and was successfully completed in April 2017. It was the best option available with the existing aerodrome layout and operations. The project was successfully completed including runway shoulder widening to meet New Code F ICAO requirement and upgrading of Airfield Ground Lighting to CAT II operations with LED lighting system on 25<sup>th</sup> Oct. 2017. Further, design was carried out for the provision of two rapid exit taxiways and runway pavement was strengthened at these locations while making provisions with minimum disturbance to aircraft operations while carrying out said constructions. Design layout is attached as *Attachment 03*.

### 5.3.5 Airport Investment Development Program Study Under USTDA

The Louis Berger group, INC. Washington, D.C. USA conducted a study on “Technical Assistance for the Airports Investment Development Program” in 2009, a project financed by the U. S. Trade and Development Agency (USTDA).

During that study several alternative development options for the construction of second runway for BIA were studied and significant difficulties were identified for each of the options and recommended to conduct a comprehensive study in this regard.

### 5.3.6 BIA Development Project Phase II Stage 2

The air passenger traffic is steadily increasing, since the end of the humanitarian operation in 2009 and has exceeded the design capacity of 6.0 million passengers of BIA with the handling of 7 million passengers in 2012. However, at the dawn of peace the air passenger movement of Sri Lanka has increased exponentially. Accordingly, Japan Airport Consultants (JAC) has prepared a forecast to Bandaranaike International Airport up to the year 2030 and tabulated below.

**Table 1-3 Summary of Air Traffic Demand Forecast made by JAC**

Year	Passenger Traffic (No.)	Air craft traffic (No.)	Cargo Traffic (Kg)
2011	6,145,532	37,054	168,579
2012	7,079,920	45,286	186,616
2013	7,306,322	46,973	193,144
2014	8,472,638	54,304	201,055
2015	9,718,530	62,292	208,976
2016	10,880,955	69,774	217,196
2017	11,881,106	76,302	225,726
2018	12,882,847	82,888	234,579



2019	13,728,179	88,488	241,218
2020	14,542,441*	93,925*	247,736*
2021	15,587,299	100,890	254,140
2022	16,635,735	107,922	260,438
2023	17,687,651	115,021	266,634
2024	18,742,954	122,187	272,734
2025	19,801,557	129,420	278,743
2030	25,141,386	166,402	307,572

\*Note - In 2020 Actual passenger, aircraft and cargo traffic are 2,354,867, 20,437 and 149,985 respectively due to Covid-19 pandemic.

Implementation of the BIA Phase II Stage 2 development project is being processed with JICA funding to enhance the handling capacity of the BIA to 15 million annual passengers and

Once completion of the detailed design works the Bidding document were prepared for the Selection of the prospective contractor. Accordingly, total project was divided in to two construction packages namely;

- a. Package A - Passenger Terminal Construction
- b. Package B - Apron and Associated Works Construction.

Bidding process of the two packages was conducted in early 2017 and only Package B work is in progress and has planned to complete at early 2021.

Construction contract of Package 'A' also awarded in March 2020. The Contractor has mobilized at site by November 2020 and works in progress.

Master plan updated by AASL considering the present development is annexed as **attachment 04**.

### 5.3.6 Requirement of a Master Plan

Planning horizon of the Master Plan prepared by the NACO in 1981 has already expired. As the technology and the application of the Aviation industry and the facts based on the preparation of Master Plan in 1983 are rapidly being changed, in order to ensure orderly development of BIA it is required to develop a new airport master plan to accommodate future Aviation demands.

In accordance with the Section 14 of Civil Aviation Act 14 of 2010 of Sri Lanka, it is an essential requirement to develop and update the Airport Master Plan by the Airport Operation license holder for the expansion of aerodrome.

Historical Air traffic data is tabulated in *Attachment 05*



## 5.4 OBJECTIVE OF THE STUDY

The objectives of the Master Plan Study are:

- (i) To study existing passenger, Cargo, Aircraft movement patterns of BIA and Sri Lanka and develop appropriate model for BIA considering the economic, social and political environment of the Country and region.
- (ii) To establish an Airport Master Plan for BIA, the Master Plan to indicate phased development plans for next 30 years with forecasted air traffic demands (passenger, cargo & aircraft) for each and every stage of development in long, medium and short term. Report shall be supported with 3D animation, and Basic Conceptual design together with cost estimation with the options and report on feasibility in terms of Financial, Economical and Social of such stages with options. This includes all infrastructure including air navigation and services requirements.
- (iii) To identify land requirement for the development of BIA as per above (i) & (ii).
- (iv) To identify the short and medium term development requirements beyond Phase II Stage 2 and prepare conceptual drawings and 3D animation not shorter than 10 minutes by indicating specific requirements and features.
- (v) To prepare a Feasibility Study, to conduct an environmental and social impact study for the initial development of BIA stated under item (iv).
- (vi) To Prepare cost estimate for works specified in (iv) above
- (vii) To prepare Cargo Master plan for BIA as a special chapter
- (viii) To meet the Master plan process specified in the latest ICAO Master Plan Manual Doc 9184 part 1 & 2 and IATA Airport Design Reference Manual Version 11
- (ix) To evaluate potential of development of Mattala Rajapaksa International Airport (MRIA) Stage-2, and other international airports to increase the air passenger and air cargo handling capacity of BIA.

## 5.5 SCOPE OF THE STUDY

### 5.5.1 Part 1: Master Plan Study for BIA

#### 1. Understanding of Current Situation

The following data (not limited) and information shall be collected from relevant agencies and by field survey. The current conditions shall be analyzed based on the information collected.

1. Socio-economic conditions of the project site and the vicinity
2. Air traffic growth trend of BIA, MRIA and other international airports of Sri Lanka.
3. Related organization – government, airport operators and others including fleet expansion programs of Sri Lankan Airlines and airlines operating at BIA and new airlines planned.
4. Aviation policy of GOSL
5. Regulatory framework for air service agreements
6. Existing conditions of BIA including future development plans of surrounding areas
7. Existing conditions of City Airport RMA and MRIA and development plans of RMA & MRIA
8. Government Initiative on development of Western province and other provinces.
9. Airport access to BIA (Railway, High way & Domestic Aviation) and parking facilities.
10. Previous studies on airport development for BIA, RMA and MRIA
11. Environmental laws and regulations and other applicable taxes and regulations.
12. Tourist arrivals



13. Movement of Expatriate and foreign Employment
14. Local Tourism and Sri Lankans Tourist for other countries

## 2. Air Traffic Demand Forecast

The international and domestic air traffic demand forecast for next 30 years shall be carried out taking into account potential of Sri Lanka's tourism development through following steps;

1. Projection of future socio-economic framework
2. Passenger, cargo, aircraft movement forecasts
3. Airport access traffic forecast
4. Peak hour forecasts
5. Technological advancement

## 3. Airport Layout Plan

To prepare an airport layout plan depicting the existing phase out and ultimate airport development which shall include airport facilities as indicated in Item 4. below, indicating natural and manmade features, areas reserved for non-aviation development, revenue producing non-aviation related business entities (the current and the proposed), areas reserved and proposed for the services such as Cargo facilities, Navigational Services, Airport Maintenance Facilities, Control Tower, airport boundaries, ground contours, runway clear zones and approach surface indicating the height and location of controlling objects, airport reference points based on WGS coordinates, etc.

## 4. Facility Requirements

Based on the results of air traffic demand forecast, the following facility requirements shall be determined;

1. Airside facilities such as rapid exit taxiways, holding bays, by pass taxiways, runway safety areas, navigational aids, taxiways, apron and GSE roads and parks, storm water drainage systems, meteorological facilities etc. to improve aerodrome capacities to meet required forecast.
2. Terminal facilities including passenger terminal building, cargo terminal building, domestic terminal, bonded warehouse, multi story car parks, tax free apparel complex, recreation areas etc.
3. Technology and Infrastructure Development enhancement.
4. Security system enhancement
5. Safety requirements
6. Requirement of second runway and alternatives including assessment of cost of relocation and environmental impact with options.
7. Upon analysis of the future growth of air traffic movements to the BIA and if necessitates the requirement of introducing a parallel runway to supplement the present single runway for capacity enhancement, it shall conform to ICAO standards prescribed to use full potential of the introduced Rapid Exit Taxiways (RET's).
8. If above 7) considered in the future Master Plan at BIA, taking in to account of the both runways etc. and a proper obstacle limitation surface (OLS) be determined and then at the proper location be identified to locate the new Aerodrome Control Tower at BIA which will never be an obstacle for master plan implementation in future. (Currently, the present aerodrome control tower is an obstacle for ILS CAT 2 operations for single runway at BIA).



9. Relocation of the Control tower and operational buildings (if any) at BIA
10. Airport Rescue and fire fighting facilities
11. Aircraft hanger and GSE maintenance facilities
12. Utility facilities including power supply system, water supply system, sewage disposal system and solid waste disposal system
13. Aviation fuel supply facilities
14. Commercial facilities
15. Access roads, Railway access, car parks and storm water drainage system
16. Air navigation aids and visual aids

#### 5. Capacity Analysis of Existing Facilities

Based on the results of air traffic demand forecast and facility requirements, capacity analysis shall be carried out on the following existing airport facilities at BIA;

1. Airside facilities including runway, taxiways, apron etc. The capacity shall be examined by aircraft movement simulation models.
2. Passenger terminal building, Cargo terminal building, domestic terminal, bonded warehouse, tax free apparel complex etc,
3. Access road and car parks

#### 6. Establishment of Airport Development Strategy

An airport development strategy shall be established considering the following aspects;

1. Air transport situation such as Open Sky policy, Airline Alliances, Low Cost Carrier
2. Development scenario considering the role of BIA, MRIA, and other international airports of the country.

#### 7. Possible Second Runway Layout Plan

Based on the result of analysis of the long-term capacity requirement as well as the airport development strategy thus formulated, a comprehensive review of the requirement and second runway layout plans including new alternatives shall be conducted. An optimum second runway layout plan shall be prepared and incorporated in the Master Plan. The Consultant shall advise to provide requirement of resettlement and cost estimate for resettlement in this regard. Further social and religious obligations are also to be evaluated.

#### 8. Airport Zoning and Terminal Area Layout Plan

Based on the airport development plan, an airport zoning plan shall be prepared considering the preferable location of passenger terminal area, cargo facilities, maintenance area, control tower, administration area commercial area, railway station and car parks, fire and rescue building, navigational services area, airline hangers, recreation areas etc.

Layout of passenger terminal area shall be prepared considering an optimum terminal concept such as linear concept, pier/finger concept, satellite concept and unit terminal concept.



## 9. Air navigational updating plan

Scope of Air navigation updating plan including following;

1. Requirement of the transformation of the present legacy airspace of Colombo FIR in to an ICAO prescribed Seamless Air Navigation concept conformance airspace using the guidance/road map of the ICAO APAC Aviation System Block Upgrade (ASBU).
  2. To sustain the implemented new master plan at BIA, required relevant ICAO/CAASL (State) accredited unique staff availability (ie. Aeronautical Search & Rescue (SAR), Air Traffic Management (ATM )Pans Ops for procedure development, ATM Safety Management System (SMS) accredited staff to 24X7 monitoring of the ATM SMS safety system implemented at ATS units and its staff.
10. Environmental Impact on the proposed development  
Study of the existing environmental conditions of BIA and impact of the proposed development on the Environment, including noise, hazardous gas emissions etc.
11. Marketing plan  
Preparation of a Marketing Plan for BIA considering, the present and future trends of the market and sensitivity of the Aviation industry.
12. Technology Transfer  
Client's team to be get involved through out of the process and knowledge to be transferred on each and every activity and to be able to carry out updates and adjustments on their own to the master plan when necessary. Required training on necessary computer software also to be provided. A team of 10 Professionals to be exposed and trained on the current projects/projects carried out by the Consultant for 02 weeks.
- For overseas training cost of training to be included return air ticket on economy class, training module (all cost in relation to training program including arrangement), training allowances to employees as per GOSL circulars.

## 5.6 QUALIFICATION OF THE CONSULTANT

The Consultancy Organization/Firm will be selected in accordance with the Quality and Cost Based Selection (QCBS) as specified in the Guidelines for Selection and Employment of Consultants published by National procurement Agency of Sri Lanka in August 2007.

The Airport Consultant, who submits a proposal, shall comply with following minimum requirement;

1. The Airport Consultants should have completed or executed at least Two Airport Master Plan studies for operational international airports with minimum target passenger capacity of 30 million passengers per annum within past Five years.
2. The Airport Consultant should have proven records of providing design consultancy services for the development works of an International Airports having annual passenger capacity of 20 Million.



## 5.7 TIMELINE OF DELIVERABLES

Release Request for Proposal	Jan. 2022
Closing of RFP	Mar.2022
Completion of Negotiation and Award of contract	June 2022
Mobilization	July 2022
Submission of First Draft of Master Plan to AASL	Sept. 2022
Submission of Second Draft of Master Plan to AASL	Nov. 2022
Submission of Complete Master Plan	Jan. 2023

As part of the proposal detailed work plan outlining how the timelines for the deliverables are meeting to be submitted.

The Consultant shall commence the services within fourteen (14) days after the receipt of Notice to commencement of services and the Contract duration is 06 months.

## 5.7 FACILITIES TO BE PROVIDED BY THE EMPLOYER

The Employer entity shall provide the following facilities to the Consultant:

- (a) Issuance of access permits necessary for activities of the Consultant at Bandaranaike International Airport in connection with the Services.
- b) Access to its relevant offices and departments and full cooperation related to the Service.
- c) Assistance in obtaining visa, work permits, etc., necessary for the expatriate staff of the Consultant.
- d) The Employer shall provide a Counterpart Team to work with the Consultant as specified in the 1.4 of the Data Sheet – Instruction to Consultants
- e) Assistance in contacting other airport stakeholders for obtaining necessary information for the development of master plan.
- f) Air conditioned basic Office space for four persons (Approx. total floor area 10 sqm)

\*\*\*\*\*



# **Section 6**

## **Standard Form of Contract**

1. Form of Contract
2. General Conditions of Contract
3. Special Conditions of Contract



# **1. Form of Contract**



## Form of Contract

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

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

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [Note: If any of these Appendices are not used, the words “ Not used ” should be inserted below next to the title of the Appendix

Appendix A: Description of Services	-
Appendix B: Reporting Requirements	-
Appendix C: Personnel and Sub-Consultants	-
Appendix D: Breakdown of Contract Price	-
Appendix E: Services and Facilities Provided by the Client	-

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Client]

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*[Authorized Representative]*

For and on behalf of [name of Consultant]

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*[Authorized Representative]*

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

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*[Authorized Representative]*

[name of member]

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*[Authorized Representative]*



## **2. General Conditions of Contract**



## 2. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws of the Democratic Socialist Republic of Sri Lanka, force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of the form of agreement, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of the form of agreement, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Day” means calendar day.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) “Foreign Currency” means any currency other than Sri Lankan Rupees.
- (i) “GC” means these General Conditions of Contract.
- (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 Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. “Foreign Personnel” means such professionals and support staff that at the time of being so provided had their domicile outside Sri Lanka; “National Staff” means such professionals and support staff who at the time of being so provided had their domicile inside Sri Lanka; and “Key Personnel” means the Personnel referred to in Clause GC 4.2
- (m) “Reimbursable expenses” means all assignment-related costs that will be paid to the Consultant on actual.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.



(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

(r) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

**1.3 Law Governing Contract**

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

**1.4 Language**

This Contract has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices**

**1.6.1**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

**1.6.2**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve

**1.8 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client

**1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC

**1.10 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

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



<b>2.1 Effectiveness of Contract</b>	This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
<b>2.2 Commence- ment of Services</b>	The Consultant shall begin carrying out the Services not later than the number of Days after the Effective Date specified in the SC.
<b>2.3 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
<b>2.4 Modifications or Variations</b>	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.
<b>2.5 Force Majeure</b>	<p>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder</p>
<b>2.5.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.



**2.5.3  
Measures  
to be  
taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.6 Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.

**2.7 Termination**

**2.7.1 By the  
Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.7.1. In such an occurrence the Client shall give a not less than thirty (30) Days' written notice of termination to the Consultant, and sixty (60) Days' in the case of the event referred to in (e).

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.6 hereinabove, within thirty (30) Days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing..



- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) Days.
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.7.2**  
**By the**  
**Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) Days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.7.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC hereof within Sixty (60) Days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.7.3 Cessation**  
**Of Rights**  
**And**  
**Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.7.4**  
**Cessation**  
**of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 hereof.



- 2.7.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Consultant:
- (a) payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- 2.7.6 Disputes about Events of Termination** If either Party disputes whether an event specified in Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

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



<b>3.2.3 Prohibition of Conflicting Activities</b>	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
<b>3.3 Confidentiality</b>	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>3.4 Insurance to be Taken Out by the Consultant</b>	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Consultant's Actions Requiring Client's Prior Approval</b>	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and (c) any other action that may be specified in the SC.
<b>3.6 Reporting Obligations</b>	(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.  (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix
<b>3.7 Documents Prepared by the Consultant to be the Property of the Client</b>	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.  (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
<b>3.8 Accounting, Inspection and Auditing</b>	The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.



## 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel**
- (a) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.2 of this Contract, this will be explicitly mentioned in the agreement.
- 4.2 Approval of Personnel**
- The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) Days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.
- 4.3 Working Hours, Overtime, Leave, etc**
- In case where Consultant will be paid based on the time spend by any Personnel the Working hours and holidays for such Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside Sri Lanka shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Sri Lanka as is specified in Appendix C hereto. Such Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 4.4 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.



(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

## **5. OBLIGATIONS OF THE CLIENT**

- |   |   |
|---|---|
| <b>5.1 Assistance and Exemptions</b>                                  | <p>Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:</p> <ul style="list-style-type: none"> <li>(a) Provide where applicable, the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.</li> <li>(b) Arrange where applicable, for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Sri Lanka.</li> <li>(c) Facilitate where applicable, prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.</li> <li>(d) Issue to officials, agents and representatives of the Government agencies all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(e) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.</li> </ul> |
| <b>5.2 Change in the Applicable Law Related to Taxes &amp; Duties</b> | <p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2</p>  |
| <b>5.3 Services and Facilities</b>                                    | <ul style="list-style-type: none"> <li>(a) The Client shall make available free of charge to the Consultant the professional and support counterpart personnel, Services and Facilities listed under Appendix E.</li> <li>(b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) how the affected part of the Services shall be carried out ; (ii) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (iii) the manner in which the Consultant shall procure any such</li> </ul>   |



personnel, services, facilities and property from other sources, and (iv) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6. hereinafter.

#### **5.4 Counterpart Personnel**

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.4 for option A or 6.3 for option B.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

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

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

#### **OPTION A (Clause 6.2 to 6.6 below are applicable)**

### **6.2 Lump-Sum Payment**

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

### **6.3 Contract Price**

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

### **6.4 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.

### **6.5 Terms and Conditions of Payment**

Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments proportionate to the payments made to the Consultant. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.



**6.6 Interest on  
Delayed  
Payments**

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

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

**6.2 Cost  
Estimates;  
Ceiling  
Amount**

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

**6.3 Remuneration  
& Reimbursable  
Expenses**

- a) Subject to the ceilings specified in Clause GC 6.2(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.3(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.3(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.2 and Clause SC 2.2 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.3(b), and subject to price adjustment, if any, specified in Clause SC 6.3(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.3(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).



#### **6.4 Currency of Payment**

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

#### **6.5 Mode of Billing and Payment**

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by



the Client of a final report and a final statement approved by the Client in accordance with the above.

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

## **7. GOOD FAITH**

### **7.1 Good Faith**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1**

#### **Amicable**

#### **Settlement**

- (a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 Days following the response of that Party, Clause GC 8.2 shall apply

### **8.2**

#### **Dispute**

#### **Resolution**

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



### **3. Special Conditions of Contract**



### 3. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
General	Appendix A, B, C, D, E and G referred in the Conditions of Contract shall be agreed at the negotiation of the contract by the Employer and the Consultant.
1.3	Laws of Sri Lanka
1.6	<p>The addresses are:</p> <p>Client : Airport and Aviation Services (Sri Lanka) (Private) Ltd, Bandaranaike International Airport, Katunayake, Sri Lanka.</p> <p>Attention : Chairman</p> <p>Facsimile : +94 11 2258946</p> <p>Tel : +94 11 2252666</p> <p>Consultant : <i>(To be inserted)</i></p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	Bandaranaike International Airport, Katunayake, Sri Lanka
1.8	<p>The Member in Charge is [insert name of member]</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted her-e. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client : Chairman/AASL Head of Civil Engineering (Planning &amp; Design)/AASL</p> <p>For the Consultant : <i>(To be inserted)</i></p>
2.2	The date for the commencement of Services is 14 from the Effective Date.



2.3	<p>The time period shall be as follows; 06 months from the date of Commencement –</p> <table> <tr> <td>Submission of Concept</td><td>- at 02 weeks</td></tr> <tr> <td>Submission of First Draft of Master Plan to AASL</td><td>at 16 weeks</td></tr> <tr> <td>Submission of Second Draft of Master Plan to AASL</td><td>at 20 weeks</td></tr> <tr> <td>Submission of Complete Master Plan to AASL</td><td>at 24 weeks</td></tr> </table>	Submission of Concept	- at 02 weeks	Submission of First Draft of Master Plan to AASL	at 16 weeks	Submission of Second Draft of Master Plan to AASL	at 20 weeks	Submission of Complete Master Plan to AASL	at 24 weeks
Submission of Concept	- at 02 weeks								
Submission of First Draft of Master Plan to AASL	at 16 weeks								
Submission of Second Draft of Master Plan to AASL	at 20 weeks								
Submission of Complete Master Plan to AASL	at 24 weeks								
2.5.1 (a)	Include epidemics and pandemics								
2.7.5 (b)	Deleted								
3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel;</li> <li>(b) Third Party liability insurance, with a minimum coverage of Rs. 10 million (Sri Lankan Rupees)</li> <li>(c) Professional liability insurance, with a minimum coverage of Contract sum for Consultancy services.</li> </ul>								
3.5 (c)	Coordinating or Contacting airport stake holders, local authorities etc.								
3.7 (b)	<ul style="list-style-type: none"> <li>(i). Employee shall be provided with unrestricted rights for the use of Software, Documents and related materials prepaid by the consultant.</li> <li>(ii). The Consultant shall not use documents and software related to this Contract for other purposes unrelated to this Contract without prior written approval from the Employer.</li> <li>(iii). All of the software, hardware purchased by the Consultant to the Project using Employer's fund shall be handed over to the Client at the end of work.</li> </ul>								
3.8	<p>Add following as (iii) Shall provide time sheets of staff assign to the project indicating works attended and completed with in and out times certified by the Team leader for payment and auditing purposes.</p> <p>The Consultant shall provide copy of air ticket, boarding pass and copies of Entry and Exit Visa to count air travel time and work attended.</p> <p>The Consultant to provide certified time sheet together with log in and log-off time for home based assignment.</p>								
4.1	Details of man months are listed in Appendix C.								
4.2	Last sentence deleted.								
{5.1}	<p>Replace with following; The Employer will assist to get work permits, visas, entry passes to BIA for Consultants staff assigned to this project.</p>								



5.4	<p>Add (d) Technology transfer and skill development <b>of</b> Client's counterpart personals on airport master plan development is an obligation of the Consultant.</p> <p>Target Group - Staff of CE(P&amp;D) division who involved in Airport Infrastructure planning and design activities and other key professionals of IT, AL&amp;ID, ANS, EANS, Airport Management, Electrical and Mechanical divisions of AASL.</p>
6.1	The applicable option is option A
6.3(a)	SLR amount of Contract price is -----
6.3(b)	USD amount of Contract Price is -----
6.6	Payment will be made within 50 days from the date of application for payment. Interest will not be applicable.



## Bank Guarantee for Advance Payment

.....  
 ..... (Bank's Name and Address of Issuing Branch or Office)

Beneficiary: ..... (Name and Address of Client)

Date: .....

ADVANCE PAYMENT GUARANTEE NO.: .....

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ..... day of ....., ....., <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.

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

\_\_\_\_\_  
 [signature(s)]

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

1. 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.
2. 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.



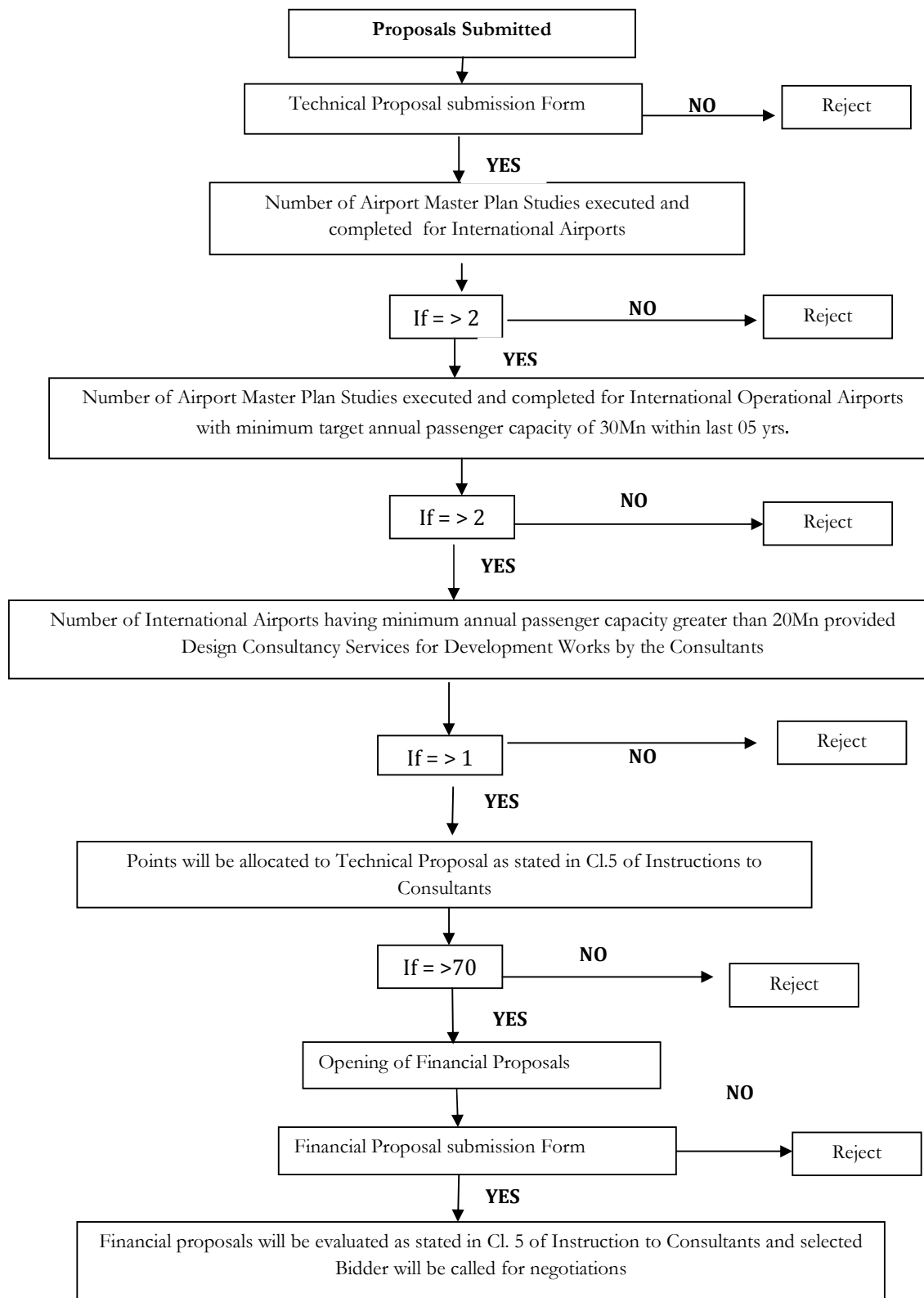
# **Section 7**

## **Evaluation Criteria**



**EVALUATION CRITERIA**

The Consultancy Organization/Firm will be selected in accordance with the Quality and Cost Based Selection (QCBS) as specified in the Guidelines for Selection and Employment of Consultants published by National procurement Agency of Sri Lanka in August 2007.





## Detailed evaluation scheme

### 1. Firm experience in the Airport Master Plan (25)

Minimum requirements:

- (i) Two Master Plan projects executed and completed within 5 years targeted minimum passenger capacity 30 MPPA
- (ii) One airport design consultancy service for an international airport having 20 MPPA

Bidders who do not satisfy above (i) & (ii) will be rejected.

Bidders who fulfilled above (i) & (ii) will get following marks as per their experiences

#### 1.1 Based on the ratings of the airports which consultants has prepared master plans or design consultancy

	Airport skytrack race / ACI QL last 5 years) except 2020 / 2021	Marks	Additional Marks if more than one airport
1.	An Airport within Top 100	1	0.5
2.	An Airport within Top 50	2	1.0
3.	An Airport within Top 20	3	1.5
	Total	9	

#### 1.2 For basic qualification - 16

## II. Relevant qualifications, experiences, references and technical credibility and competence of individual personnel proposed to attach for the work (40)

Foreign professional	Marks	Local professional	Marks
1. Airport planning Engineer / Chief of the Consultant Team (Team Leader)	5	1. Deputy Team Leader	2
2. Airport Civil Engineer	4	2. Civil Engineer	1
3. Airport Architect	4	3. Drainage Engineer	1
4. Airport MEP Engineer	4	4. Architect	1
5. Air Navigation Services Expert	4	5. MEP Design Engineer	1
6. Airport Technologies Specialist /Expert	4	6. Environmentalist	1
7. Air Navigation Services Engineer	4	7. Navigational Services	1
8. Marketing Expert	3		
Total	32	Total	8

## III. Proposed methodology, work plan and tools for the work (30)

### Methodology

1. Staff Deployment	-	3
2. Method of data collection	-	2
3. Method of public awareness	-	2
4. Method of data analysis	-	2
5. Method of preparation of concept plan	-	3
6. Method of presentation of Master Plan	-	3
Total		15

### Work Plan

1. Data collection time plan	-	1
2. Data processing time plan	-	1
3. Information collection plan	-	2
4. Preparation of conceptual plan	-	2
5. Draft Master Plan 26 – d3 Animation quality	-	2
Total		10

### Tools

1. Use of Airport Planning Software	-	2
2. Use of Air navigation planning Software	-	2
3. Others	-	1
Total	5	

## IV. Quality of RFP submission (05)



# **Section 8**

## **Attachments**

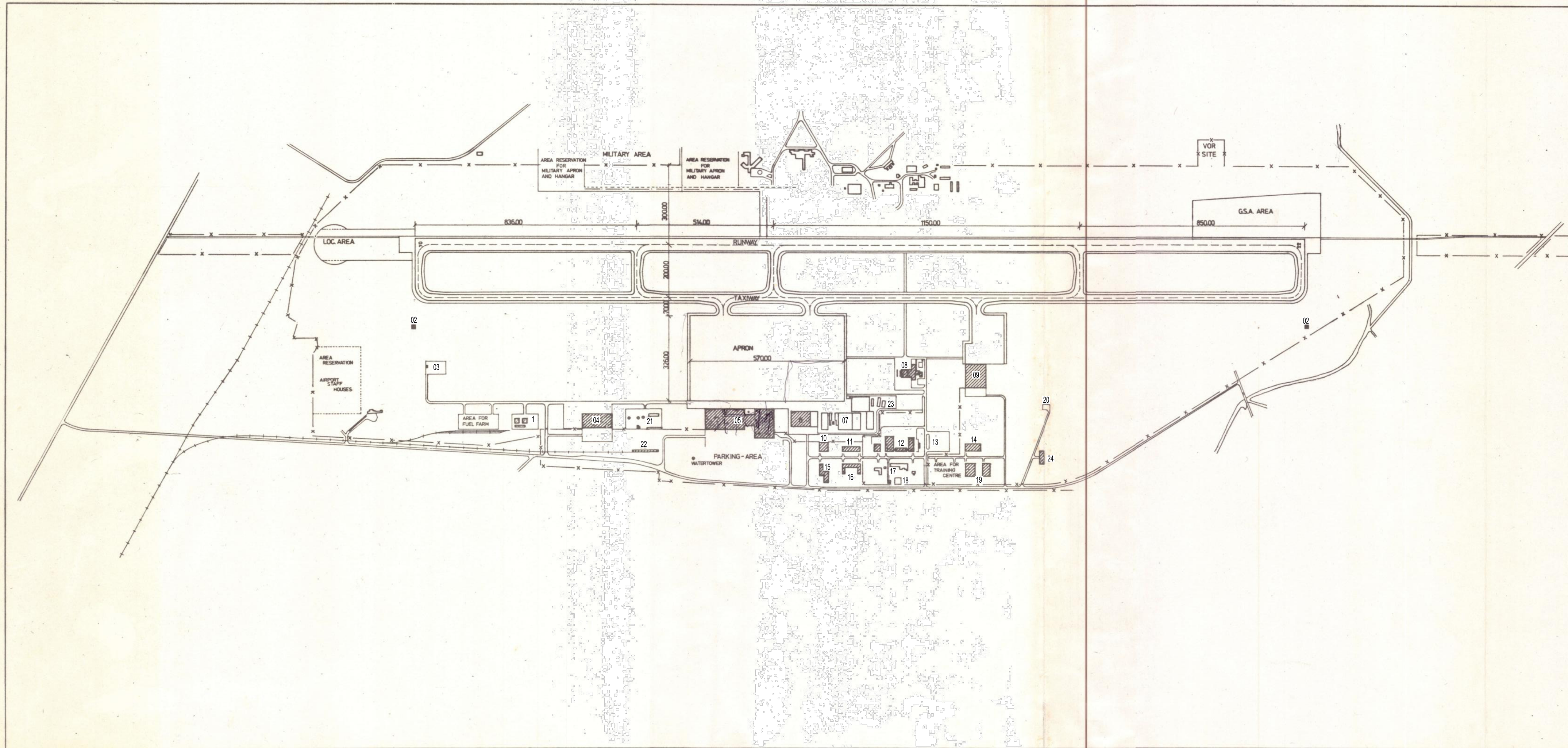


# **Attachment 01**

## **Master Plan Layouts Prepared by NACO in 1981**

1. Phase I –up to 1990
2. Phase II –up to 2000





# LEGEND

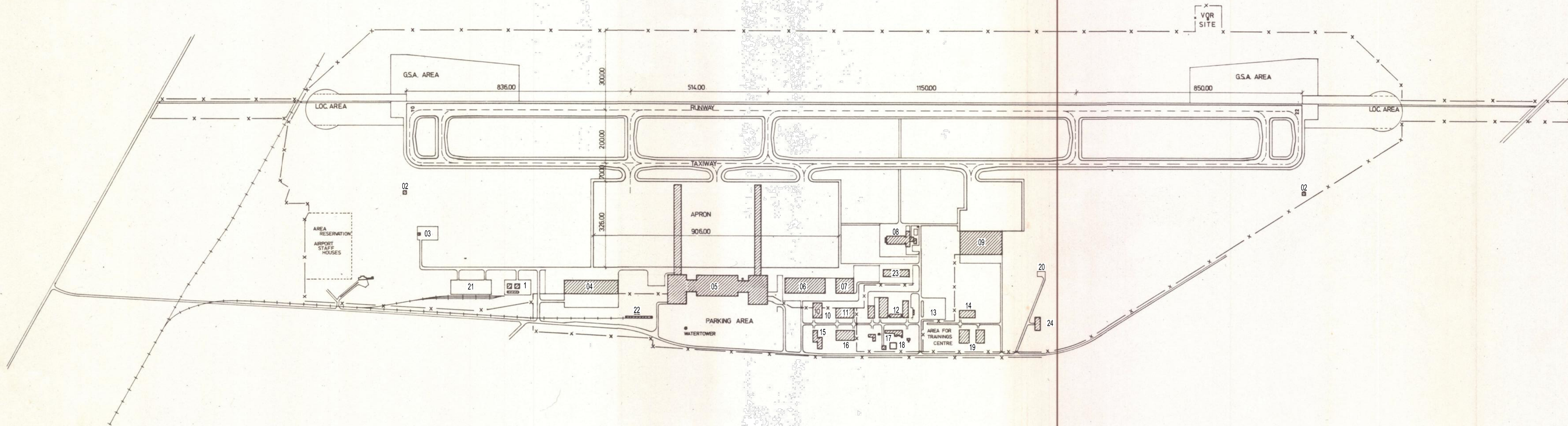
- 1 SEWAGE TREATMENT & INCINERATOR & DELAC
- 2 AFL. BUILDING
- 3 METEO. FARM
- 4 CARGO BUILDING
- 5 TERMINAL BUILDING
- 6 CATERING BUILDING
- 7 MAINTENANCE FACILITIES INCL. LINE MAINTENANCE
- 8 FIRE RESCUE STATION
- 9 MAINTENANCE HANGAR & APRON
- 10 POLICE STATION
- 11 SECURITY BUILDING
- 12 AIRPORT MAINTENANCE
- 13 PARKING
- 14 TRANSPORT MAINTENANCE
- 15 AIRPORT ADMINISTRATION
- 16 AIRLINE OFFICES
- 17 POWER PLANT
- 18 WATER SUPPLY
- 19 FLIGHTSIMULATOR & AIR LANKA OFFICES
- 20 RADAR STATION
- 21 FUEL FARM
- 22 RAILWAY STATION
- 23 RAMP EQUIPMENT MAINTENANCE
- 24 ATC. CENTRE

- EXISTING BUILDINGS
- NEW BUILDINGS
- FENCE
- RAILWAY LINE

MEASUREMENTS IN METRES

 AIRPORTS AUTHORITY OF SRI LANKA	PREPARED/ APPROVED	COLOMBO INTERNATIONAL AIRPORT
	AASL APPROVED	KATUNAYAKE
 NACO	DATE	SUBJECT
	JAN 1981	MASTERPLAN
113 & 114, NETHERLANDS AIRPORT CONSULTANTS BV 2500 BR The Hague	SCALE	DRAWING TITLE
	1:10,000	LAY-OUT 1990
113 & 114, NETHERLANDS AIRPORT CONSULTANTS BV 2500 BR The Hague	PROJECT NO.	DRAWING NO.
	361 818	MR 2


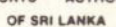





# LEGEND

- 1 SEWAGE TREATMENT & INCINERATOR & DELAC
- 2 AFL BUILDING
- 3 METEO FARM
- 4 CARGO BUILDING
- 5 TERMINAL BUILDING
- 6 CATERING BUILDING
- 7 LINE MAINTENANCE
- 8 FIRE RESCUE STATION
- 9 MAINTENANCE HANGAR & APRON
- 10 POLICE STATION
- 11 SECURITY BUILDING
- 12 AIRPORT MAINTENANCE
- 13 PARKING AND PETROL - STATION
- 14 TRANSPORT MAINTENANCE
- 15 AIRPORT ADMINISTRATION
- 16 AIRLINE OFFICES
- 17 POWER PLANT
- 18 WATER SUPPLY
- 19 FLIGHTSIMULATOR & AIR LANKA OFFICES
- 20 RADAR STATION
- 21 FUEL FARM
- 22 RAILWAY STATION
- 23 RAMP EQUIPMENT MAINTENANCE
- 24 A.T.C. CENTRE

- BUILDINGS  
 RAILWAY LINE  
 FENCE

MEASUREMENTS IN METRES		COLOMBO INTERNATIONAL AIRPORT	
 AIRPORTS AUTHORITY OF SRI LANKA   NACO NETHERLANDS AIRPORT CONSULTANTS BV 10000 The Hague 2308 CP The Hague	PREPARED BY		KATUNAYAKE
	AASL APPROVED	SUBJECT	
	MASTERPLAN		
	DATE	DRAWING TITLE	
	JAN. 1981	LAY-OUT 2000	
	SCALE	PROJECT NO	DRAWING NO
	1:10000	341 010	MR 3



# Attachment 02

## **Revised Master Plan Layouts by SAFROF in 1997**

1. Previous Airport Master Plan
2. Project Phase II Stage I Development Plan



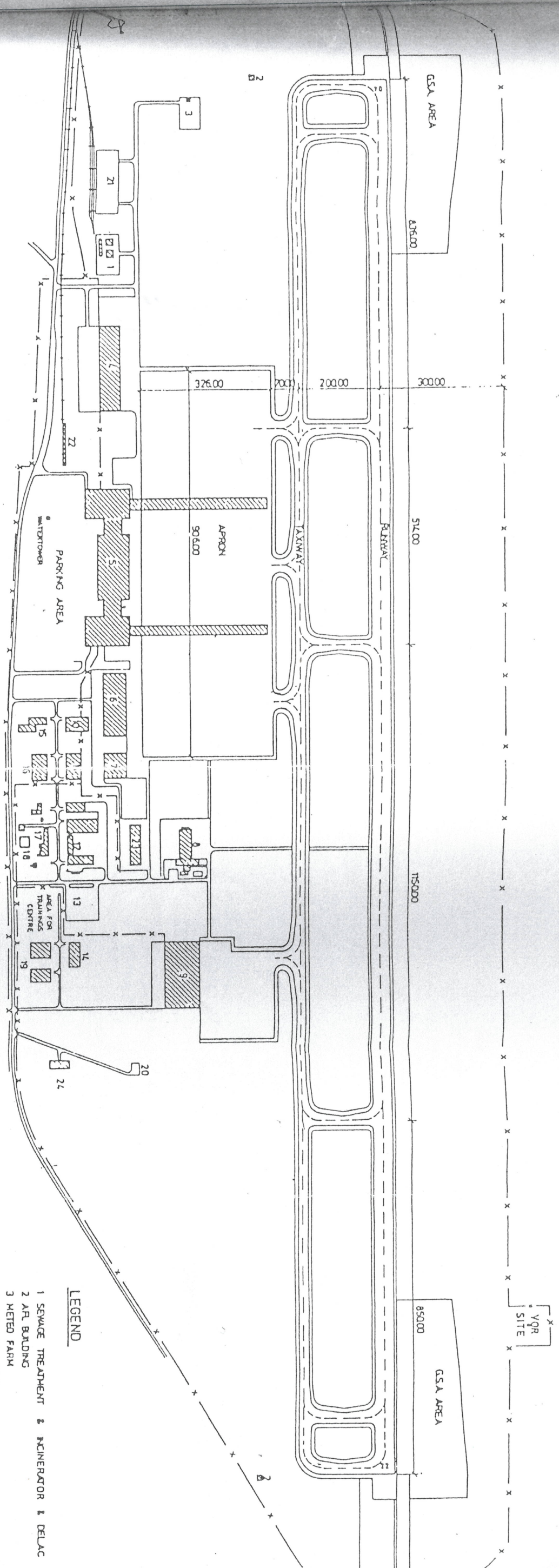
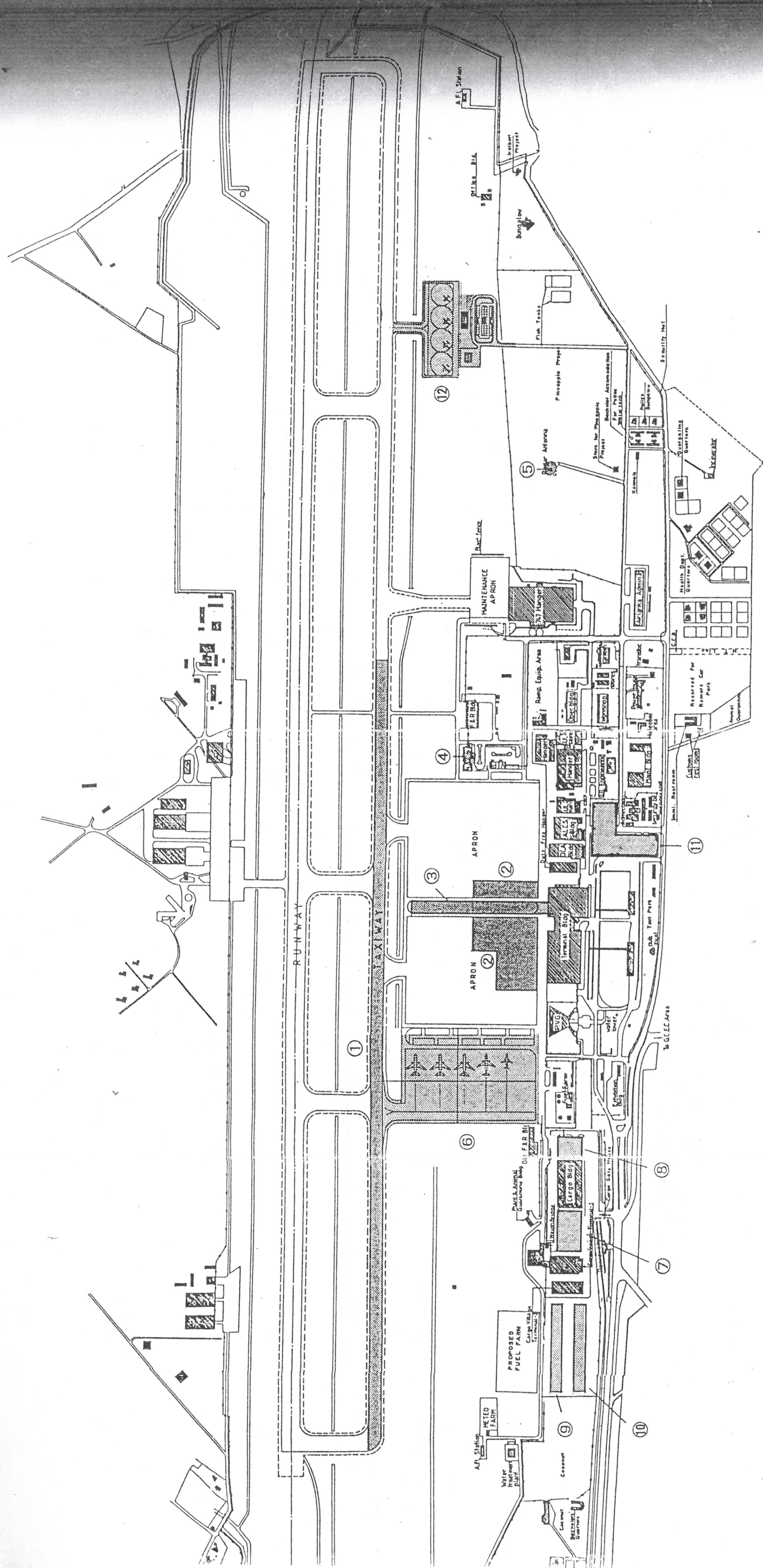


Figure 6.2.1 Previous Airport Master Plan



UNPROF



LEGEND

- ① PROPOSED OVERLAY OF PARALLEL TAXIWAY
- ② PROPOSED DEMOLITION AND CONSTRUCTION OF APRON
- ③ PROPOSED INTERNATIONAL PASSENGER TERMINAL BUILDING EXPANSION
- ④ PROPOSED MODERNIZATION OF CONTROL TOWER EQUIPMENT
- ⑤ PROPOSED SSR INSTALLATION
- ⑥ PROPOSED INTERNATIONAL APRON EXPANSION
- ⑦ PROPOSED INTERNATIONAL CARGO TERMINAL BUILDING EXPANSION A (AIRLINE TERMINAL)
- ⑧ PROPOSED INTERNATIONAL CARGO TERMINAL BUILDING EXPANSION B (AIRLINE TERMINAL)
- ⑨ PROPOSED INTERNATIONAL CARGO TERMINAL BUILDING EXPANSION C (OTHER TERMINAL)
- ⑩ PROPOSED INTERNATIONAL CARGO TERMINAL BUILDING EXPANSION D (OTHER TERMINAL)
- ⑪ PROPOSED MULTI-STORY CAR PARK
- ⑫ PROPOSED DOMESTIC TERMINAL FACILITIES (APRON, PASSENGER and CARGO BUILDINGS, CAR PARK)

\* Utility facilities will be expanded to balance their capacity with passenger handling capacity of the international passenger terminal building.

Figure 6.2.2 Project Phase II Stage 1 Development Plan

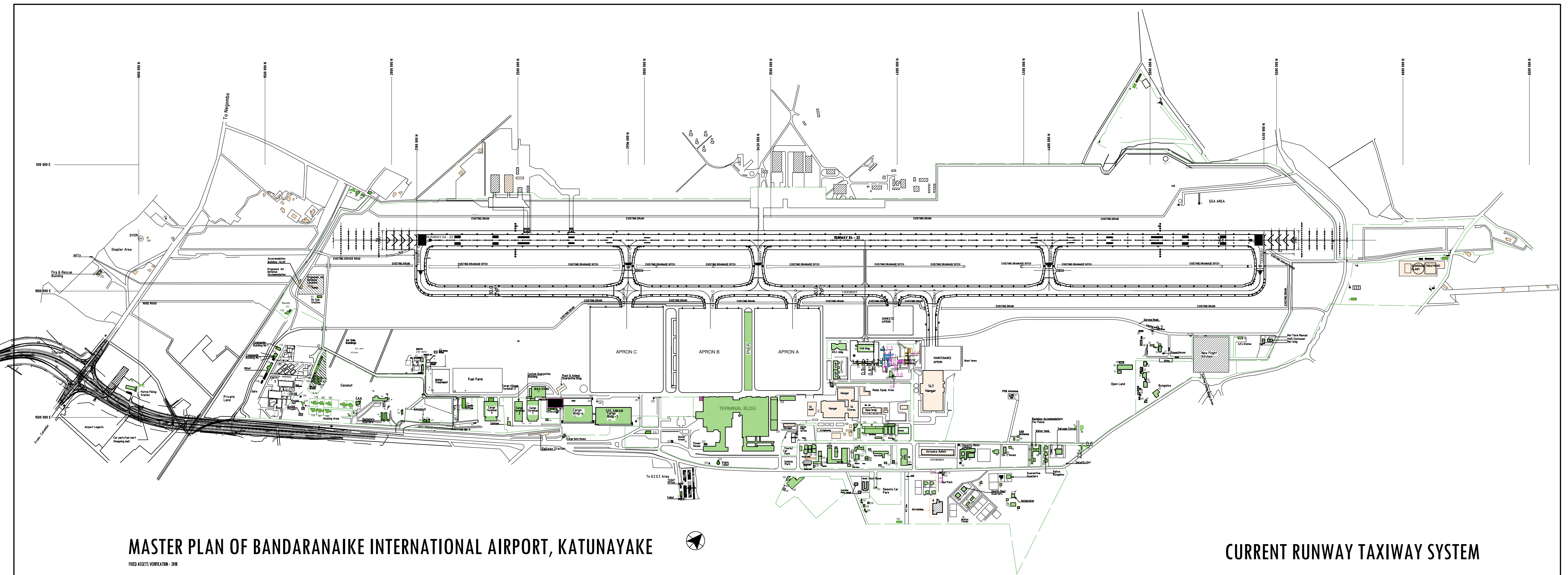


## **Attachment 03**

### **Runway Taxiway System Design prepared for Runway overlay Project in 2017**

1. Current runway taxiway system
2. Proposed runway taxiway system



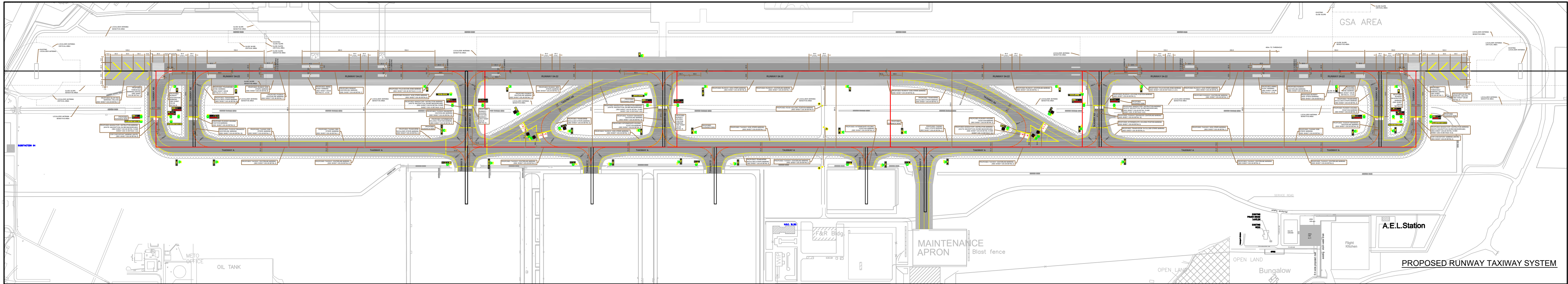


MASTER PLAN OF BANDARANAIKE INTERNATIONAL AIRPORT, KATUNAYAKE

FIXED ASSETS VERIFICATION - 2018

CURRENT RUNWAY TAXIWAY SYSTEM





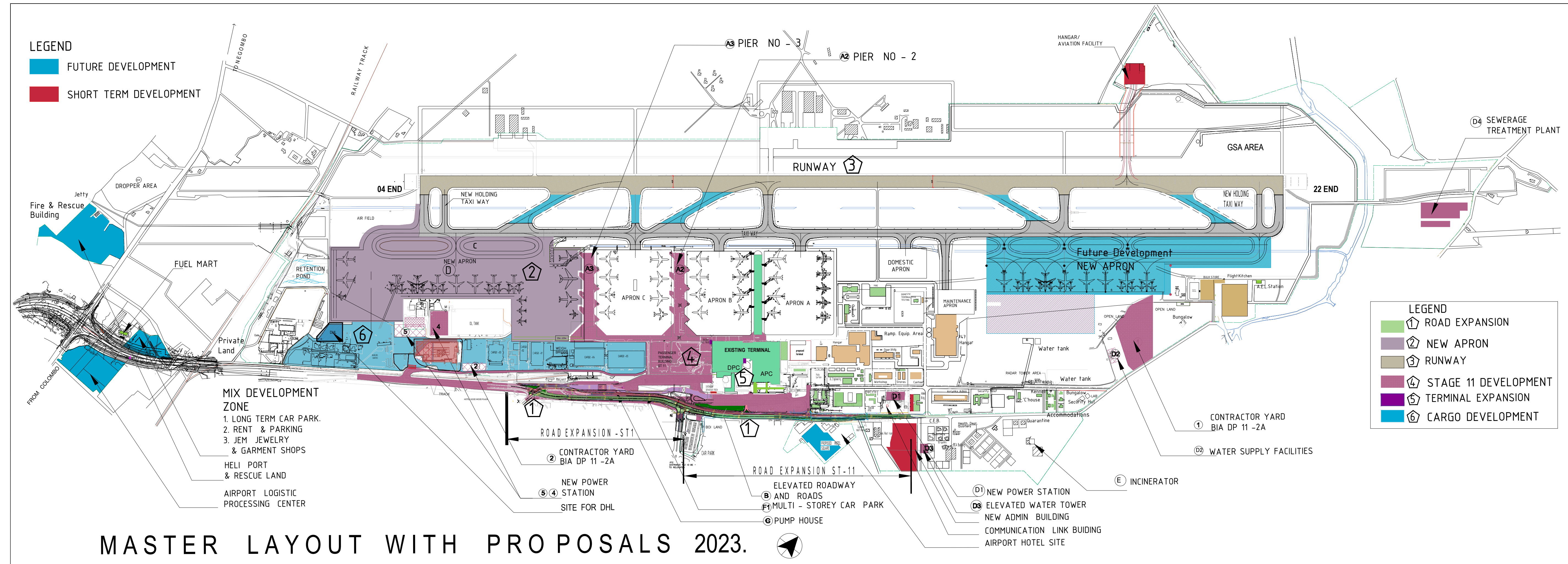


## Attachment 04

**Master Plan Layout including proposed Phase II Stage II Development is in progress since 2020.**

1. Present Master Layout with Proposals
2. Conclusions of the JICA evaluation report for Phase II Stage II Development “BIA at Present and in Future”







**Conclusions of the JICA Evaluation Report for Phase II Stage II Development  
“BIA at Present and in Future”**



## 8.2 BIA at Present and in Future

In October, 2014, number of countries connected by air route to BIA is 25 and number of flight per week reached 495 nos. (Average daily flight is 71 nos.). According to statistics of 2013, number of passengers handled by category at BIA is as follows:

Sri Lankan National	: 2.1 million
Foreign Tourists	: 2.5 million
<u>Transfer</u>	<u>: 2.7 million</u>
Total	: 7.3 million

Total floor area of the Present Passenger Terminal Building is approx.. 82,000m<sup>2</sup> with 8 fixed gates and 17 remote gates. Under the proposed Development Project, the new passenger terminal building and pier no. 2 with a floor area of 140,000m<sup>2</sup> to be constructed under the BIADP Phase 2 and Pier No. 3 with a floor area of approx. 40,000m<sup>2</sup> will be constructed under the Phase 2(II) project.

Present operational conditions of Passenger Terminal are as follows.

### (1) Departure Passenger Flow

Departure passengers can enter into terminal from curb side at ground floor, after being identified as a passenger and proceed to departure lobby after security check through a metal detector. Before proceeding to check-in counters, passenger and baggage are checked by a metal detector and a X-ray machine respectively. After checked-in, passengers pass through departure immigration and proceed to departure bus gates at ground floor. There are four (4) bus gates (remote gates) at ground floor and eight (8) nos. boarding gates (contact gates) are located at the 1st floor of Pier. Passengers go up to the 1st floor by two (2) units of escalators and an elevator.

The existing terminal is operated with Gate Security Method. Passenger and their hand baggage are scanned through metal detectors and X-ray machines before entering into waiting lounges of boarding gates.

Commercial facilities such as duty free shops, restaurants and merchandise shops are centralized in the transit area of the 1st floor. Business Class lounges are located at the Pier and 2nd floor of the terminal building. Four (4) pairs of moving-side-walks are installed along the Pier. There are no commercial facilities located within the pier.

### (2) Arrival Passenger Flow

Arrival passengers arriving through contact gates into the Pier (1st Floor) and proceed to arrival



immigration and other passengers arriving by bus from aircraft parked in remote gates enter the immigration area through a set of escalators. After passing through the immigration, arrival passengers proceed to duty-free-shopping area of arrivals and go down to the baggage claim area at the ground floor. After collection of baggage passengers proceed to arrival curb front through custom counters.

(3) Transfer Passenger Flow

Transfer passengers proceed to the transfer counter operated by Sri Lankan Airlines in the transit area of the 1st floor. After checking in for connecting flights, passengers proceed to departure gates.

(4) Security System and Safety Inspection

Security to BIA is provided by Sri Lanka Air Force (SLAF) and Security Staff of AASL. The SLAF provides security along the of the airfield security perimeter fence. Security to interior of the terminal building and other buildings are provided by AASL Security.

(5) Passenger Services

1) Information Counter

Three information counters are located in the terminal building, at departure public concourse in the ground floor, at the transit area in the 1st floor and at arrival public concourse. "Aviation Staff" of AASL are assigned to the each Help Desk for information services.

2) Washrooms

Washrooms are located approximately at 50m~70m intervals in each floor of the terminal building. In comparison to other airports, layout arrangement of washrooms is rather convenient to passengers.

3) Smoking room

The only smoking room of the airport is located in the transit area in the 1st floor. This agreement seems to be inconvenient for passengers from countries of high smoking rate.

4) Lounges

AASL operates three (3) airline lounges (Executive, Lotus and Araliya) in the pier. In addition, two (2) lounges operated by Sri Lankan Airlines and one (1) lounge operated by Emirates are located within the airport.

5) Janitorial Services

Janitorial services of BIA are provided by temporary staff of Janitorial contractors. Cleaning



services are done in a systematical manner to ensure cleanliness of the terminal building and other areas of the airport and as a whole is at a level of satisfaction.

6) Baggage Cart Services

Adequate number of baggage carts are provided at departure lobby, concourse, and arrival lobby. Collection and arrangement at the pool is being properly done by the temporary staff of AASL.

7) Signage

Signage is well arranged in general. At the specific area where the ceiling height is rather low, signage is small and may not be visible to passengers very well. However, it is not a serious hindrance because passenger flow at present is simple and clear. Signage and Direction Boards are provided in three (03) languages, i.e. Sinhala, Tamil and English. Digital direction boards are provided in five (05) languages.

Flight information display system (FIDS) is properly installed with proper size of letters and colors as to be easily viewable. It should be noted that language is English only.

8) Transit Hotel

Sri Lankan Airlines operate a Transit Hotel at the 2nd floor, with 24 rooms (approx. 40m<sup>2</sup> each, US\$55/6 hours). SPA and shower room service are also provided. According to operator, room occupancy rate is 52%. Facility is rather luxury as a Transfer Hotel.

(6) Functional Facilities

1) Check-in Counter

Arrangement of check-in counters is linear type. Total number of check-in counters is provided along length of 120m at the ground floor. At the peak hour, long queue are formed in front of check-in counters, and disturbs smooth flow of departure passenger to the immigration area.

According to Sri Lankan Airlines (Schedule Coordinator of IATA for BIA), hourly handling capacity of departure flights is limited to 12 nos. by the number of boarding gates. Total handling capacity of aircraft movements per hour is 25 nos.

When the new Terminal 2 is completed, four (4) nos. of Check-in Islands with 88 Check-in Counters will be provided and thus, number of check-in counters will be 143 in total. Observed hindrance in the existing terminal will be fully solved.

2) Departure Waiting Lounge

As aforementioned, the existing terminal is being operated under the Gate Security Method". Therefore, the departure passengers entering into gate lounges after security check are not



permitted to go out of the lounge in principle. Besides, in case of full or nearly full passengers of large type of aircraft, no. of seats in the departure waiting lounge cannot accommodate all the departure passengers.

When the Terminal 2 is operational, Gate Security Method will be changed to Wing Security Method allowing the departing passengers to be free in the Pier. This hindrance will be solved except at the Terminal 1.

### 3) Departure and Arrival Concourse

Since the width of concourse of Pier No. 1 is 10m with Moving Walkways, width of the walkway at both sides is limited to 3.5m. In such walkways, with benches placed along the wall and movement of electric cars makes the area for walkway in the Pier no. 1 quite narrow.

In the proposed new Terminal 2, arriving and departing passengers are totally segregated by floor. Problem with the segregation of passengers will be solved in the terminal 2 and not in Terminal 1.

### 4) Immigration Area

There are 20 nos. departure passport counters in the existing Terminal 1. During peak hour, number of immigration officers assigned to counters increased and hence a serious congestion is not observed.

For the arrival passport control, 27 booths are provided. There is no serious congestion.

Immigration Office of Sri Lanka is implementing ETA (Electronic Travel Authority) system for 78 countries at present and planning to increase it to 193 countries. The implementation of ETA shortens the processing time at passport counters.

### 5) Checked Baggage Processing

Checked baggage of departure passengers are carried out by three (3) line of conveyor to sorting area. Because of inadequate area, congestion at a peak hour is serious.

For arrival passengers, six (6) units of baggage claim conveyors are provided, but, at peak hour, two (2) conveyors handles two (2) flights at the same time. According to Sri Lankan Airlines (Schedule Coordinator of IATA for BIA), handling capacity of arriving flight is limited to ten (10) arrivals per hour by the number of baggage claim conveyors.

It is rare case that the number of baggage claim conveyor limits the number of arriving flight.

With the completion of Terminal 2, seven (7) conveyors are installed and observed hindrance will be solved.



6) Bus Gates

As aforementioned, six (6) bus gates are provided in the Terminal 1. Four (4) gates at the ground floor are equipped with approx. 150 seats each. These gates are utilized mainly for small and medium jets. Large aircraft is assigned to bus gates, may not provide seating facility for all passengers.

When the Terminal 2 is completed, four (4) bus gates with adequate floor area shall be provided.

7) Operation of Passenger Boarding Bridges (PBB)

PBBs are owned and operated by AASL. At present there are 14 nos. PBB in BIA. PBB are operated by staff of Airport Management Division. Number of operators are 24 at present, but five (5) of them are assigned to MRJA. All operators are assigned for the operation of PBB after a comprehensive training conducted by Administration and Training Section of Airport Management Division.

As discussed in above, present terminal building is being well operated by AASL and certain constraint in its operation will be solved with the implementation of BIADP Phase 2 and 2(II).

### **8.3 Issues on Further Development of BIA**

Even after the implementation of BIADP II-2, AASL to continue for further development of airport facilities as summarized below.

(1) Refurbishment of Terminal 1

Passenger handling methods between Terminal 1 and Terminal 2 is largely different. In Terminal 1, as described in 8.2, check-in counters are in linear shape and the passenger who completed check-in proceeds to passport control and to bus gates on the ground floor or to the 1st floor of the Pier No. 1. In case of Terminal 2, departing passengers are to check-in at the 2nd floor (Third level) and pass through passport control, shopping area and change the level to the gates on the 1st floor. Arrival passengers enter into 1st floor of Pier and change the level up to the 2nd floor of the Pier and change the level again to the 1st floor and proceed to passport control and arrival duty free shops and again change the level down to ground floor for baggage claim and custom clearance.

AASL on a continuous basis refurbish the Terminal 1 to meet the requirements in operation of the airport. Even without any refurbishment, there may be no serious problems from the operational aspects of Terminal 1 and Terminal 2.



From the view point of airlines, however, serious problem remains. At the moment, AASL has not taken a decision with regard to the operation of terminal 1 and terminal 2 with the completion of the project. For convenience of air passengers, airlines prefer to be assigned a specific terminal. In this sense, many of the airports in the world have assigned terminals to specific airlines. In Narita International Airport, utilization of the terminals 1 and 2 are segregated by airline alliance, such as Star Alliance and Sky Team for Terminal 1 and One World for Terminal 2.

In case of BIA, there may be differences between Terminal 1 which is original terminal developed in 1980s and newly developed Terminal 2. In case the airlines are divided to those for Terminal 1 and Terminal 2, there may be a big difference in service level between the Terminals. Besides, Terminal 2 will be equipped with In-line Screening System, but Terminal 1 will not. AASL is studying possibilities for the installation of an inline baggage handling system at terminal 1 too.

On completion of the Project, there may be a surplus in passenger handling capacity during the initial 2-3 years of operation. According to the passenger forecast, BIA would handle its design capacity of 15mppa by 2015. If AASL wishes to fill the gap of service level between two terminal facilities, it is recommended to implement such refurbishment project immediately after the completion of the Project.

(2) Preparation of Mid-Term and Long Term Development Plan for BIA

Upon completion of BIADP II-2, passenger handling capacity will be 16 MPPA. However, completion of the Project is expected in 2018 and it is expected the air passengers will increase to 15 MPPA in 2021. Therefore, AASL shall have to launch another development project in BIA to cope with increasing air passengers after 2021. In this sense, AASL shall have to prepare a master plan for the development of BIA beyond 2021. Even during the implementation of the BIADP Phase II-2, AASL must prepare a master plan and seek funding for the priority projects.

In addition to the refurbishment of Terminal 1, the followings must be considered as priority projects:

1) Relocation of Control Tower and Approach Control

During the detailed design stage of Terminal 2, it was pointed out by AASL that the visibility of air traffic controllers at the Control Tower, will be disturbed with the construction of the new main building of the Terminal 2 and pier no. 2. Moreover, the present location of Control Tower may be an area considered for the future expansion of the Terminal facilities.



It is recommended to relocate the Control Tower as early as possible. In case of facility planning of new Control Tower, location and its height must be determined to secure the controller's visibility of aircrafts in the air, but also on ground specially behind Piers.

Figure 8.3 is a sample picture of relocation of Control Tower from airfield to the position behind the new terminal building. The location of the new control tower has to be finalized with the new proposed master plan of the BIA.



Figure 8.3 Sample of Relocation of Control Tower

## 2) Expansion of Apron and Terminal Facilities

In seeking further expansion of BIA after the Phase II-2, the north-east area where the Control Tower and aircraft maintenance facilities at present to be considered. Assuming that the single runway capacity is aircraft movement of 150,000 per year, BIA can be operated without another runway until 2030, according to the latest air traffic demand forecast. Therefore, there may be another Phase of terminal expansion before the large scale development including the construction of 2nd runway. In order to materialize another expansion of Terminal facilities and to construct another apron equivalent to Apron A, as shown below, variety of buildings scattering around the area shall be demolished and moved to somewhere around the airport. In addition, there are some other buildings which may not be located inside the airport area. All those facilities must be relocated outside the airport to allow AASL to use limited area only for the purpose of airport operations. Location for the construction of the new runway have to be considered in a future master plan of BIA.

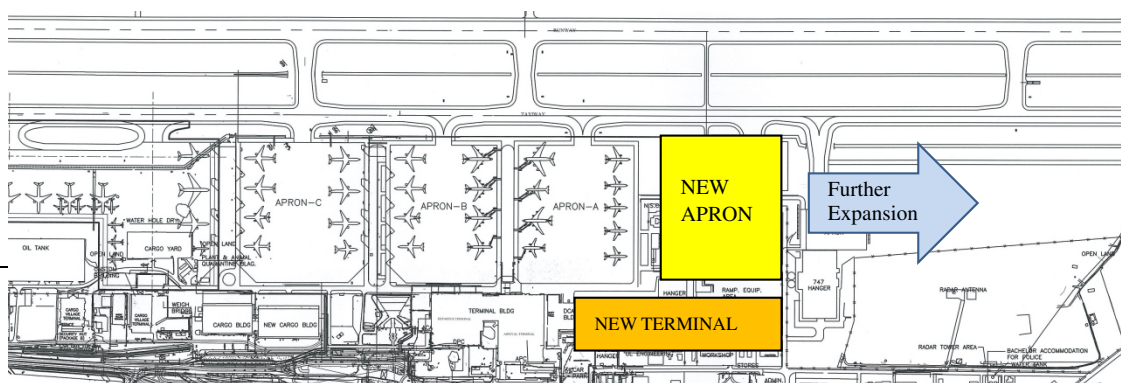




Figure 8.4 Concept of Further Expansion of Terminal Area

3) Construction of Pipeline by CPC for Transportation of Aviation Fuel

CPC (Ceylon Petroleum Corporation or Ceypetco) operates the Fuel Hydrant System for Apron A, B and C at BIA, and it has a plan to construct the same for Apron E which is to be constructed under the BIADP II-2. It has three (3) nos. tanks with capacity of 2,600kl. By the time of completion of the BIADP II-2, CPC will construct two (2) more tanks of same capacity. Total reservation capacity of fuel tanks will be 18,000kl.

CPC transports aviation fuel to BIA by a railway transport system at present, however, maximum volume of fuel to be carried per trip is 1,600kl. Normal volume carried per day is 1,000kl. CPC forecast its daily supply will be 2,000kl by 2018. Therefore, CPC has a plan to construct a pipeline between Muthurajawela Intermediate storage farm to BIA. Distance from Muthurajawela Intermediate storage farm to BIA is approx. 22km.

In case of no pipeline, CPC should carry the fuel by road transport in addition to railway transport. AASL shall support CPC to facilitate the construction thereof.

4) Construction of Second Runway and New Terminal Area

According to the latest air traffic forecast, aircraft movement will increase to 160,000 nos. per annum by 2030, which is regarded as the capacity of a single runway. Air passenger volume will reach 20 mppa by 2025 and 25 mppa by 2030. If further expansion is materialized as discussed in 2) above, terminal facility may be probably able to accommodate 20 mppa. Accordingly, air passengers at BIA will surpass 20mn. passenger capacity of BIA between 2025 and 2030.

AASL is strongly suggested to prepare a master plan to prolong the operational life of BIA considering the investment made so far and to BIADP II-2.



# **Attachment 05**

## **Historical Air Traffic Data at BIA**



## Historical Air Traffic Data

**Table 1-4 Historic Passenger Movement**

YEAR	PASSENGER MOVEMENTS	ANNUAL GROWTH (%)
1983	1,221,341	
1984	1,285,622	5.3
1985	1,238,278	-3.7
1986	1,172,232	-5.3
1987	1,125,351	-4.0
1988	1,197,320	6.4
1989	1,211,376	1.2
1990	1,471,711	21.5
1991	1,521,472	3.4
1992	1,797,333	18.1
1993	1,893,819	5.4
1994	2,156,137	13.9
1995	2,234,962	3.7
1996	2,148,578	-3.9
1997	2,319,272	7.9
1998	2,365,736	2.0
1999	2,648,780	12.0
2000	2,880,387	8.7
2001	2,628,043	-8.8
2002	2,766,164	5.3
2003	3,232,762	16.9
2004	4,069,721	25.9
2005	4,325,690	6.3
2006	4,798,274	10.9
2007	4,777,422	-0.4
2008	4,642,831	-2.8
2009	4,242,362	-8.6
2010	5,243,162	23.6
2011	6,145,532	17.2
2012	7,079,920	15.2
2013	7,311,869	3.3
2014	7,766,491	6.2
2015	8,503,075	9.5
2016	9,461,137	11.3
2017	9,919,305	4.8
2018	10,881,010	9.7
2019	9,956,416	-8.5
2020	2,354,867	-76.3



**Table 1-5 Historic Cargo Movement**

YEAR	CARGO MOVEMENTS (MT)	ANNUAL GROWTH (%)
1983	23,320	
1984	29,194	25
1985	29,126	0
1986	28,444	-2
1987	29,068	2
1988	32,204	11
1989	34,984	9
1990	39,830	14
1991	44,600	12
1992	50,092	12
1993	56,927	14
1994	70,171	23
1995	77,639	11
1996	85,719	10
1997	97,436	14
1998	94,364	-3
1999	103,810	10
2000	128,318	24
2001	101,547	-21
2002	112,423	11
2003	124,527	12
2004	151,686	16
2005	162,598	11
2006	169,895	5
2007	163,588	-7
2008	151,955	-2
2009	138,973	-8
2010	161,660	20
2011	162,486	1
2012	187,388	11
2013	191,224	2
2014	208,957	8
2015	220,982	6
2016	248,350	12
2017	275,594	11
2018	280,413	2
2019	259,089	-8
2020	149,985	-42.1



**Table 1-5 Historic Air Craft Movement**

YEAR	AIRCRAFT MOVEMENTS	ANNUAL GROWTH (%)
1983	15,433	
1984	16,356	6
1985	15,947	-3
1986	14,764	-7
1987	15,901	8
1988	17,111	8
1989	17,225	1
1990	17,854	4
1991	18,110	1
1992	19,772	9
1993	20,481	4
1994	20,960	2
1995	19,495	-7
1996	20,722	6
1997	22,568	9
1998	24,055	7
1999	27,140	13
2000	32,123	18
2001	26,363	-18
2002	25,276	-4
2003	27,937	11
2004	35,161	26
2005	40,736	16
2006	41,717	2
2007	42,878	3
2008	41,734	-3
2009	37,651	-10
2010	40,741	8
2011	49,702	22
2012	51,767	4
2013	53,791	4
2014	56,342	5
2015	61,538	9
2016	68,091	11
2017	67,901	-0.3
2018	74,957	10.3
2019	71,973	-4
2020	20,437	-71.6