



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

CEYLON SHIPPING CORPORATION LTD

Ministry of Ports & Civil Aviation

Request for Proposal (RFP) Document for Engagement of Consultancy Services – Strategic Human Resources (SHR) Audit

Tender No.: CSCL/CH/HR/AUDIT/2025/001

Ceylon Shipping Corporation Ltd(CSCL) No. 27, MICH Building Sir Razik Fareed Mawatha, Colombo 01 Sri Lanka

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BID DATA SHEET (BDS)

Item	Details	
1. Procurement Entity	Human Resources Department, Ceylon Shipping Corporation Ltd.	
2. Name of the Procurement	Consultancy Services for Conducting a Strategic Human Resources (SHR) Audit	
3. Procurement Method	National Competitive Bidding (Single Envelope Method)	
4. Issuing of RFP Documents	Date: 15 th December 2025	
5. Pre-Bid meeting	The Pre-Bid meeting will be held on 02 nd January 2026 at 1400 hrs at the Conference Hall of CSCL.	
6. Proposal Submission Period	From 15 th December 2025 to 12 th January 2026, before 1400hrs	
7. Submission Method	Sealed proposals by registered post or hand delivery to CSCL Tender Box	
8. Closing & Opening of Proposals	Date:12 th January 2026 Time:1400 hrs.	
9. Selection Method	Quality and Cost Based Selection (QCBS)	
10. Duration of Assignment	Three(03) Months	
11. Submission of Reports	 Inception Report Draft HR Audit Report Final HR Audit Report 	
12. Payment Terms	 20% upon signing the contract and submission of the <i>Inception Report</i>; 40% upon submission of the <i>Draft Report</i> acceptable to CSCL; 30% upon submission of the <i>Final Report</i>, incorporating all comments and recommendations of CSCL. 10% pay completion of the assignment and formal acceptance of the Final Report by CSCL. 	

LETTER OF INVITATION(LOI)

Engagement of Consultancy Services – Strategic Human Resources (SHR) Audit

The Chairman of Department Consultants Procurement Committee (CPCD) of Ceylon Shipping Corporation Ltd (CSCL) invites sealed proposals from qualified and experienced consultants or consultancy firms to carry out a **Strategic Human Resources** (**SHR**) **Audit** for the Corporation.

The objective of this assignment is to assess and review the existing HR systems, policies, practices, and structure of CSCL to ensure operational efficiency, regulatory compliance, and to make recommendations, alignment with future organizational goals as well.

The detailed RFP document outlines the terms of references, scope of work, eligibility criteria, selection method, evaluation criteria and other relevant terms and conditions.

The duly completed proposals must be submitted in accordance with the instructions provided in the ITC.

Chairman

Department Consultants Procurement Committee (CPCD) Ceylon Shipping Corporation Ltd No. 27, MICH Building Sir Razik Fareed Mawatha, Colombo 01 Sri Lanka

INSTRUCTION TO CONSULTANTS (ITC)

1. Background

Ceylon Shipping Corporation Ltd (CSCL), established under the Ceylon Shipping Corporation Act No. 11 of 1971, was subsequently converted into a public company under the Conversion of Public Corporations or Government-Owned Business Undertakings into Public Companies Act No. 23 of 1987. In 1992, the General Treasury was appointed as the 100% sole shareholder, and the company was registered under the Companies Act No. 17 of 1982. Thereafter, CSCL was re-registered under the Companies Act No. 07 of 2007.

CSCL currently has an approved cadre of 133 positions, out of which approximately 105 posts are filled. In view of its strategic role and evolving operational demands, it is essential to assess whether the existing staffing levels, job structures, and organizational framework are aligned with the Corporation's objectives and performance and future business targets.

CSCL seeks to engage a qualified and experienced **firm or individual consultant** to conduct a **Strategic Human Resources (SHR) Audit**. The audit will evaluate the effectiveness, efficiency, and compliance of HR systems, policies, procedures, and practices with applicable laws, government circulars, and industry best practices.

This independent review would identify gaps, risks, and areas for improvement while providing practical recommendations to enhance governance, transparency, workforce management, and strategic alignment of HR practices with corporate goals.

The audit will focus on key areas such as staffing adequacy, organizational structure, job category compliance, workload distribution, training and development needs, and customer satisfaction.

2. Scope of Work

The Ceylon Shipping Corporation Ltd being the State Owned Enterprise (SOE) having 100% shares with the General Treasury is bound by the Government rules regulations guidelines and approved Scheme of Recruitment(SOR) of the Department of Management Services and the Department of Public Enterprises of the General Treasury. Therefore the Scope of work shall be within the purview of above provisions.

The selected firm/company or individual consultant will be required to carry out, but not be limited to, the following tasks:

Organizational Structure & Workforce Planning,

- 1. **Work Study** Conduct a detailed analysis of employee workloads, responsibilities, and task distribution to determine whether staff are overextended, underutilized, or unevenly allocated. This includes reviewing workflow efficiency, identifying bottlenecks, and proposing improvements to optimize productivity and resource utilization.
- 2. **Staffing Adequacy** Evaluate whether the current staffing levels, skill mix, and role structures are sufficient to meet present operational requirements as well as future strategic objectives. The assessment should identify gaps, redundancies, and critical positions requiring strengthening to ensure the organization is fully equipped to support both ongoing operations and planned growth.
- 3. **Organizational Structure** Review the existing organizational structure to determine whether it supports operational efficiency, clear accountability, streamlined workflows, and effective decision-making. Identify structural gaps, overlaps, and areas requiring realignment to enhance organizational performance.
- 4. **Job Category Compliance** Verify adherence to the approved job category and grading system. Assess whether current placements, role classifications, and grade allocations are consistent with established policies and identify discrepancies, inadequacies, or misalignments requiring correction.
- 5. **Job Descriptions** Assess the accuracy, clarity, and relevance of job descriptions to ensure they reflect actual duties, responsibilities, required competencies, reporting relationships, and operational expectations. Recommend revisions to align job roles with organizational needs and best HR standards.

• HR Processes, Systems & Governance

6. **Recruitment & Selection** — Examine the end-to-end recruitment and selection processes, including vacancy identification, advertisement, shortlisting, interviewing, and the application of standardized marking schemes. Evaluate compliance with regulatory requirements and best HR practices, identify weaknesses, and recommend process improvements to ensure fairness, transparency, and merit-based selection.

- 7. **HR Policy and Procedure Framework Review** Comprehensive review of the organization's HR Policy and Procedure Framework, covering the Scheme of Recruitment (SOR), Manual of Procedure (MOP), Training & Development Policy, and all related HR guidelines. This includes assessing the adequacy, relevance, and compliance of existing policies with Government regulations, identifying outdated provisions, evaluating employee duties, rights, responsibilities, and workflow processes, and recommending updates or new policies to ensure a modern, streamlined, and fully compliant HR framework that supports operational and organizational needs.
- 8. **KPI Framework** Review the design, clarity, measurability, and relevance of Key Performance Indicators (KPIs) to ensure they effectively reflect organizational priorities and drive performance. Identify improvements to strengthen accountability and outcome orientation.

• Employee Development & Performance Management

- 9. **Training & Development** Review the current training and development programs to determine division-specific skill gaps and propose focused, competency-based interventions that enhance performance, foster career advancement, and build organizational capability. The assessment must ensure a structured approach to identifying training needs and promote equitable access to development opportunities for all staff, while giving priority to training that supports critical organizational functions.
- 10. **Performance & Succession Planning** Evaluate the effectiveness of the current performance appraisal system, including goal setting, evaluation standards, and feedback mechanisms. Review existing succession planning practices to determine their alignment with organizational talent needs and employee career pathways, and recommend improvements to ensure continuity of operations. The assessment should also address the need for proactive succession measures to manage workload and prevent disruptions, especially in anticipation of upcoming retirements of senior officers.

3. Terms of Reference (TOR)

3.1 Deliverables

The consultant/firm shall be required to submit the following deliverables within the agreed timelines:

3.1.1.Inception Report

The Consultant shall submit an Inception Report at the commencement of the assignment, which shall include:

- A detailed overview of the assignment understanding and objectives;
- The proposed methodology, analytical tools, and data collection approach;
- A comprehensive work plan with timelines, milestones, and resource allocation;
- Identification of key stakeholders and proposed consultation strategy.

The Inception Report shall be **presented to and validated by CSCL management** prior to the commencement of fieldwork or data collection.

3.1.2.Draft SHR Audit Report

The Consultant shall submit a Draft SHR Audit Report presenting initial findings, observations, and identified gaps in HR policies, processes, systems, and practices. The Draft Report shall:

- Highlight the compliance status with statutory requirements, government circulars, internal policies, and good HR governance standards;
- Present preliminary recommendations and proposed corrective measures;
- Provide supporting evidence, data summaries, and analytical insights where applicable.

The Draft Report shall be submitted to CSCL for comments, clarifications, and feedback before finalization.

3.1.3.Final Strategic Human Resources (SHR) Audit Report

The consultant shall submit a comprehensive and structured **Final Strategic Human Resource** (**SHR**) **Audit Report**, incorporating all feedback provided by CSCL on the draft version. The final report shall be complete, evidence-based, and aligned with the audit's scope and objectives. The report must include, but not be limited to, the following components:

• **Executive Summary** – A concise overview of major findings, key risks, and critical recommendations.

- Assessment of HR Governance, Policies, and Procedures An in-depth evaluation of HR systems, governance frameworks, policy adequacy, and procedural compliance.
- Identification of Risks, Gaps, and Inefficiencies Detailed analysis of structural, operational, and compliance-related weaknesses impacting HR effectiveness and organizational performance.
- **Compliance Review** An assessment of adherence to labour laws, public sector circulars, internal guidelines, approved job categories, and established HR standards.
- **Benchmarking Analysis** Comparison of CSCL's HR practices with local and international industry best practices to identify improvement opportunities.
- Actionable and Prioritized Recommendations Practical, realistic, and prioritized measures for strengthening HR systems, operational efficiency, governance, and workforce planning.
- **Templates and Supporting Manuals** Provision of updated or new templates/manuals required to enhance HR practices, including but not limited to:
 - KPI frameworks
 - Individual and division-level KPI templates
 - Job description formats
 - Employee handbook/HR manual
 - Workload and workflow analysis formats
 - Suitable Organization Structure for CSCL
- **KPI Process Documentation** A clear step-by-step guide outlining the KPI development, approval, monitoring, and evaluation process.
- **Final Presentation** A comprehensive presentation to CSCL management summarizing the audit findings, analysis, and recommended strategic interventions.

3.2. Duration of the Assignment

- 3.2.1 The SHR Audit assignment, whether undertaken by an individual consultant or a consulting firm/company, shall be completed within **twelve** (12) weeks from the official date of commencement.
- 3.2.2 The assignment period shall cover all stages, including inception, data collection, analysis, preparation of reports, incorporation of comments, and submission of the Final SHR Audit Report.
- 3.2.3 The Consultant shall adhere to the following schedule of deliverables:
 - **Inception Report:** within **one** (1) **to four** (4) **weeks** from commencement;
 - Draft SHR Audit Report: within five (5) to eight (8) weeks from commencement;
 - Final SHR Audit Report: within nine (9) to twelve (12) weeks, incorporating all comments and feedback issued by CSCL.

- 3.2.4 Any request for an extension of time shall be submitted **in writing**, supported with valid justification. Such extensions shall be granted only upon written approval by CSCL.
- 3.2.5 The Consultant shall allocate adequate personnel, technical resources, and organizational capacity to ensure the timely and satisfactory completion of all deliverables.

3.3. Evaluation Criteria

Interested firms or individual consultants must meet the following minimum eligibility requirements:

3.3.1.Technical Proposal

For Individual Consultants:

• Educational & Professional Qualifications

- Bachelor's Degree in Human Resource Management, Business Administration, Law, Organizational Development, or a related discipline (mandatory).
- o Doctorate (PhD) / Postgraduate qualifications (MBA, LLM, or equivalent Master's Degree) are an added advantage.
- Recognized HR professional certifications (CIPM, SHRM, CIPD, HRCI) are highly desirable.

Experience

- At least 3 completed assignments (Similar employment capacity) in HR consultancy, related audits or advisory services for Government/ State-Owned Enterprises, or private company from 2016.
- Quality of Methodology & work plan Proposed

For Firms/Consultancy Companies:

- **Legal Registration** Must be a duly registered audit/consultancy firm with valid business registration. Minimum of **7 years' proven experience** in HR consultancy, HR/management audits, or organizational advisory services.
- Experience At least 5 completed assignments (Similar employment capacity) in HR consultancy, related audits or advisory services for Government/ State-Owned Enterprises, or private company from 2016.
- Relevant Assignments Demonstrated experience in conducting HR or management audits for government institutions/ state-owned enterprises/ large corporates or Private Companies.

- Qualification of the Team The bidder must demonstrate the availability of a multidisciplinary team with relevant professional expertise and proven experience. The team should consist of members possessing a strong blend of academic and professional qualifications in the following areas:
 - Certificates Valid HR-related professional certifications and academic qualifications of all proposed team members must be provided to substantiate their expertise.
 - Human Resources Management
 - Labour Law and Industrial Relations
 - Organizational Development and Change Management
 - Auditing/Compliance
- Quality of Methodology & work plan Proposed

3.3.2.Financial Proposal

The financial proposal shall specify the total cost for the complete assignment, clearly outlining all expenses related to deliverables, activities, and required resources. The Consultant will be selected through the **Quality and Cost Based Selection (QCBS)** method in line with applicable procurement guidelines. Payment will be made according to the approved financial proposal and will be subject to government regulations, applicable taxes, and statutory deductions as determined by Ceylon Shipping Corporation Ltd. (CSCL).

Currency and Payment Basis

All payments shall be made in Sri Lankan Rupees (LKR) and will be released only upon satisfactory completion of deliverables and formal approval by CSCL. Payments shall be made according to the following schedule:

- o 20% upon signing the contract and submission of the *Inception Report*;
- o **40%** upon submission of the *Draft Report* acceptable to CSCL;
- o **30%** upon submission of the *Final Report*, incorporating all comments and recommendations of CSCL.
- 10% pay completion of the assignment and formal acceptance of the Final Report by CSCL.

Supporting Documentation

Each invoice submitted by the Consultant shall be accompanied by all relevant supporting documents, including progress reports and written confirmation or certification of deliverables issued by CSCL.

Restrictions on Payments

No advance payments or interim claims shall be considered, except for those explicitly included in the above payment schedule.

Retention

CSCL reserves the right to retain up to **ten percent** (10%) of the total contract value until the satisfactory completion of the assignment and formal acceptance of the Final Report by CSCL.

3.4. Proposal Submission

All proposals including the requested document with Technical and financial proposal to be include in a sealed single envelop and marked as "Strategic Human Resources (SHR) Audit" on the left hand top corner of the envelop.

Submission Address:

Chairman
Department Consultants Procurement Committee (CPCD)
Ceylon Shipping Corporation Ltd(CSCL)
No. 27, MICH Building
Sir Razik Fareed Mawatha,
Colombo 01

Proposals not complying with the submission instructions or received after the deadline will be **rejected without consideration**.

Bidders who are interested in attending the proposals opening event may be present at the Conference Hall of CSCL at the time of proposal closing.

Following duly signed Mandatory Documents to be Submitted

Bidders **must** include the following documents in their proposal:

- Form for Submitting Consultancy Service Provider's Proposal (See Annexure I)
- Technical Proposal Form, (See Annexure II)
- Financial Proposal Form (See Annexure III)
- Affidavit of Non-Collusion & Non-Conflict of Interest (See Annexure IV)
- Proposal Guarantee (Bank Guarantee) (See Annexure V)

Documents Required Only from the Selected Proponent

These documents will be requested **only from the successful Proponent**:

- Agreement (See Annexure VI)
- Performance Guarantee (See Annexure VII)

Preparation of Proposals:

Interested firms/companies or individual consultants shall submit proposals that include the following:

For Individual Consultants:

- 1. Curriculum Vitae (CV) Key Personnel and Team Members: Detailed CVs for the lead consultant and all team members, highlighting their academic qualifications, professional certifications, relevant HR or management consultancy experience, and specific expertise in HR audits, organizational assessments, or related assignments, including a proven track record of similar projects..
- 2. **Relevant Experience** Documentary evidence of completed assignments for Government institutions, State-Owned Enterprises (SOEs), or large corporates, with client references where available.
- 3. **Methodology & Approach** A clear description of the methodology, tools, and techniques proposed to carry out the HR Audit, demonstrating understanding of scope and objectives.
- 4. **Work Plan & Timeline** A structured plan outlining key activities, deliverables, milestones, and proposed timeframe for completion of the assignment.
- 5. **Financial Proposal** An itemized financial proposal prepared in the prescribed format, including any additional costs and all applicable taxes, with all amounts quoted in Sri Lankan Rupees (LKR).
- 6. **Supporting Documents** Certified copies of the following:
 - Academic and professional qualification certificates
 - HR-related professional memberships/registrations (e.g., CIPM, SHRM, CIPD)
 - Valid Tax Registration Certificate (if applicable)
 - Any other documents demonstrating suitability and professional standing

For Firms/Companies:

- 1. **Company Profile** A brief profile of the firm, including legal status, years of operation, organizational structure, and relevant experience in HR/management audits.
- 2. **Experience** Details of similar assignments carried out in government institutions, state-owned enterprises, or large corporates (with client references where possible).
- 3. **Methodology & Approach** A clear description of the proposed methodology, tools, and approach to be adopted in carrying out the HR Audit.
- 4. **Work Plan & Timeline** Detailed schedule indicating activities, milestones, and expected duration of the assignment.
- 5. **Team Composition & CVs** List of proposed team members, their qualifications, and relevant experience (with detailed CVs of key experts in HR, labour law, auditing, and organizational development).

6. **Financial Proposal** – A detailed financial proposal prepared in the prescribed format, including all applicable taxes and any additional costs, with amounts presented in Sri Lankan Rupees (LKR).

7. **Supporting Documents** – Certified copies of:

- o Business Registration Certificate
- o Tax Registration and Clearance Certificates
- o Professional and academic qualifications of team members
- o Any other relevant statutory or compliance documents

3.5.Pre-Bid Clarification Clause

The Pre-Bid meeting will be held on 02nd January 2026 at 1400 hrs at the Conference Hall of CSCL.No clarifications will be entertained after the pre bid meeting.

3.6. Subcontracting Clause

The Consultant shall not assign, transfer, or subcontract any part of the services under this consultancy process.

3.7. Validity of Proposal

This Proposal Guarantee shall remain valid and in full force up to and including: [until 13/03/2026]

3.8.Bid Security

A Bid Security equivalent to **one percent** (1%) of the total proposal value, valid for **two** (02) **months** from the date of proposal opening, shall be submitted. The Bid Security must be issued by a licensed commercial bank operating in Sri Lanka and prepared in accordance with the format provided in **Annexure V**.

3.9. Rights of CSCL

CSCL reserves the right to accept or reject any proposal, or all proposals, without assigning any reason whatsoever. All decisions made by the **Department Consultants Procurement Committee (CPCD)** shall be deemed final and binding on all proponents.

3.10.Award of Contract

Upon completion of the evaluation of all proposals, the CPCD shall submit a **final report** with recommendations to the appropriate authority, namely the **Chairman**, **CSCL**, for contract award.

- The **awarding letter** will be issued within the validity period of the proposal.
- Arrangements shall be made to sign the contract within 7 working days from the date of awarding with the submission of Performance Guarantee.

3.11. Jurisdiction and Governing Law

This RFP and any resulting contract shall be **governed by the laws of the Democratic Socialist Republic of Sri Lanka**.

All disputes arising out of, or in connection with, this contract shall fall under the exclusive jurisdiction of the Commercial High Court of Colombo.

TECHNICAL PROPOSAL EVALUATION – MARKING SCHEME (QCBS)

(Total Technical Marks = 60% of overall score)

A. For Individual Consultants (Total = 100 Marks)

101 marvada Constituits (10th - 100 marks)	
Criteria	Description
Qualifications	HR-related Basic Degree- mandatory Master's PhD HR Certifications such as CIPM/ SHRM/ CIPD/ HRCI
Relevant Experience	At least 3 completed assignments (Similar employment capacity)
Methodology & Work Plan	Clarity, logical approach, tools, timelines, understanding of RFP Audit approach, SOPs, risk mitigation

B. For Consultancy Company/ Firms (Total = 100 Marks)

Criteria	Description
Company/Firm's Experience	Minimum 7 years Experienced Company
Relevant Assignments Completed	At least 5 HR audits Additional HR-related strategic assignments carried out for SOEs/ Government/ Corporates/ Private Companies
Team Qualifications & Certifications	HR Specialists, Labour Law Expert, Organization Development Expert, Audit/Compliance Expert. Basic Degree(HR related)- (mandatory) Master's PhD HR Certifications (CIPM/SHRM/CIPD/HRCI)
Methodology & Work Plan	Clarity, logical approach, tools, timelines, understanding of RFP Audit approach, SOPs, risk mitigation

QCBS Weight Allocation

- Technical Proposal 60%
- Financial Proposal 40%

FINANCIAL EVALUATION – MARKING SCHEME (QCBS)

(Total Financial Marks = 40% of overall score)

• Financial Proposal Evaluation

The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals (F) will be computed as:

$$\mathbf{Sf} = \mathbf{100} \times \mathbf{Fm} / \mathbf{F}$$

Combined Evaluation and Final Score for QCBS

The **final combined score** (S) will be calculated by applying the weights assigned to the **Technical Score** (St) and **Financial Score** (Sf).

Weighting Applied:

- Technical Proposal (T): 60%
- Financial Proposal (P): 40%

$$S = (St \times 60\%) + (Sf \times 40\%)$$

Final Ranking of Proposals for QCBS

Proposals will be ranked according to their final combined scores (S).

The consultant achieving the highest overall score will be invited for negotiations and subsequent award of contract, subject to approval by the CPCD.

Annexures

Annexure I	FORM FOR SUBMITTING CONSULTANCY SERVICE PROVIDER'S PROPOSAL
Annexure II	TECHNICAL PROPOSAL FORM
Annexure III	FINANCIAL PROPOSAL FORM
Annexure IV	AFFIDAVIT OF NON-COLLUSION & NON-CONFLICT OF INTEREST
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(To be submitted on the Consultant's / Firm's Letterhead)

FORM FOR SUBMITTING CONSULTANCY SERVICE PROVIDER'S PROPOSAL

Chairman

Department Procurement Committee for Consultants (CPCD) Ceylon Shipping Corporation Ltd (CSCL) No. 27, MICH Building Sir Razik Fareed Mawatha Colombo 01

PROPOSAL FOR CONSULTANCY SERVICES – STRATEGIC HUMAN RESOURCES (SHR) AUDIT

I/We, the undersigned, having read and fully understood the contents of the *Request for Proposals (RFP)* issued under **Tender No. CSCL/CH/HR/AUDIT/2025/001**, hereby submit our proposal to provide the required consultancy services in accordance with the terms and conditions set out in the RFP.

I/We further confirm that all mandatory documents and supporting certified annexures have been duly completed, signed, and enclosed as part of this submission.

I/We acknowledge that this proposal shall remain valid for **sixty** (60) **days** from the closing date of submission and undertake not to withdraw, amend, or revoke the proposal during this validity period.

I/We also accept that the evaluation and selection of the successful proponent shall be at the sole discretion of the **Department Consultants Procurement Committee (CPCD)**, and agree not to challenge or dispute their decision.

Authorized Signatory:
Designation:
Date :
Company/Firm/Professional Seal:

Authorized Person of the Consultancy Service Provider

(To be submitted on the Consultant's / Firm's Letterhead)

TECHNICAL PROPOSAL FORM

A. General Information

Item	Details
Name of Consultant , Company/Firm	
Address	
Telephone / Email	
Authorized Contact Person	

B. Eligibility & Compliance Information

(1) For Individual Consultants

Criteria	Response	Attach certified Supporting Documents
Relevant Educational Qualifications		
Professional HR Certifications (CIPM, SHRM, CIPD, HRCI etc.)		
HR Consultancy Experience		
HR Audit/Advisory Assignments for Government/ SOEs/ Corporates/ Private companies		

(2) For Firms / Consultancy Companies

Criteria	Response	Attach certified Supporting Documents
Legal Registration & Valid Business Certificate		
Experience in HR / Management Consultancy		
Completed HR/Management Audit Assignments for SOEs / Government / Corporates/private companies		
Team Professional Qualifications		

D. Proposed Methodology & Work Plan

Attach a detailed methodology covering:

- Understanding of TOR
- Approach to HR Audit
- Tools & techniques
- Work plan with timeline
- Team deployment plan

(Attach as a separate document labelled "Methodology Document")

E. Authorized Declaration

I/We hereby certify that the information furnished in this Technical Proposal is true and accurate. All supporting documents are attached as required.

Authorized Signatory:
Name:
Designation:
Date:
Seal: (Firm/Company/Professional)

(To be submitted on the Consultant's / Firm's Letterhead)

FINANCIAL PROPOSAL FORM

Item	LKR		
Inception Report			
Draft SHR Report			
Final SHR Report			
Applicable Statutory Taxes/charges			
Total			
The Consultancy Service Provider's Authorized Person			
Authorized Signatory:			
Designation :			
Date :			
Company/firm/professional Seal:			

(To be submitted on the Consultant's / Firm's Letterhead)

AFFIDAVIT OF NON-COLLUSION & NON-CONFLICT OF INTEREST

Strategic Human Resources (SHR) Audit – Ceylon Shipping Corporation Ltd (CSCL)

The Chairman
Department Consultants Procurement Committee (CPCD)
Ceylon Shipping Corporation Ltd
Colombo 01

I/We, the undersigned, do hereby solemnly swear/affirm that:

1. No Conflict of Interest Exists

I/We affirm that neither I/we nor any member of the proposed consultancy team has any relationship, financial interest, prior engagement, or affiliation that may compromise, or be perceived to compromise, our independence, impartiality, or objectivity in providing consultancy services for the Strategic Human Resources (SHR) Audit of CSCL.

2. No Undisclosed Relationships

I/We confirm that no member of our firm/company/consultancy team has any direct or indirect relationship with:

- Any employee, officer, or Board Member of CSCL;
- Any individual involved in the procurement, evaluation, or decision-making process of this assignment;
- Any other bidder participating in this RFP process.

3. No Prior Engagement Causing Bias

I/We further declare that we have not provided any prior services, advice, or consultation to CSCL that may conflict with or influence the integrity of this assignment, except as disclosed herein.

4. Disclosure of Potential Conflicts (if any)

(Tick the relevant box)	
☐ No potential conflicts exist	
☐ Potential conflicts are disclosed below:	

5. Non-Collusion Declaration

I/We hereby swear/affirm that this proposal is made independently and without any form of collusion, arrangement, or agreement with any other bidder, individual, or entity regarding:

- Price or costing,
- Intent to submit or refrain from submitting a proposal,
- Manipulation of evaluation outcomes,
- Any act aimed at restricting fair competition.

6. Commitment to Notify

I/We undertake to notify CSCL immediately in writing if any conflict of interest, collusion risk, or relevant change of circumstances arises during the course of this procurement or the execution of the assignment.

7. Declaration of Truthfulness

I/We declare that the statements contained herein are true and correct. I/We fully understand that any false declaration, misrepresentation, or concealment of material facts may result in:

- Disqualification from the procurement process,
- Termination of contract (if awarded), and/or
- Any other action deemed appropriate by CSCL or relevant authorities.

(To be issued on Bank Letterhead / Authorized Financial Institution Letterhead)

PROPOSAL GUARANTEE (BANK GUARANTEE)

Strategic Human Resources (SHR) Audit – Ceylon Shipping Corporation Ltd (CSCL)						
Date:						
RFP No.:						
To:						
The Chairman						
Consultants Procurement Committee (CPCD) Ceylon Shipping Corporation Ltd						
Colombo 01						
Sri Lanka						
1. Guarantee Amount						
We,						
Rs (in figures)						
Rupees (in words)						

2. Obligation of the Guarantor

We, the Guarantor, hereby unconditionally and irrevocably undertake to pay CSCL the above-mentioned amount upon its first written demand, without contest or proof of claim, provided that CSCL's written demand states that the Consultant:

- a) Has withdrawn, amended, or modified its proposal during the proposal validity period; or
- b) Has failed or refused to sign the Contract after being selected as the successful Consultant; or
- c) Has failed to submit the Performance Security within the period specified in the RFP;
- d) **Has violated or acted in breach of any condition of the RFP**, resulting in the forfeiture of the Proposal Guarantee.

3. Va	lidity Peri	od											
	Proposal 1 13/03/202	Guarantee 26]	shall	remain	valid	and	in	full	force	up	to	and	including:

The validity of this guarantee shall be extended upon written request from CSCL prior to expiry.

4. Non-Assignability

This Guarantee is non-transferable and non-assignable.

5. Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

	Authorized Signatories of the Guarantor
Signature(s):	
Name(s):	
Date:	
Bank Seal:	
Issuing Bank Address	5:
Contact Details:	
Tel:	Fax:
Email:	

AGREEMENT

AGREEMENT FOR THE ENGAGEMENT OF CONSULTANCY SERVICES FOR CONDUCTING A STRATEGIC HUMAN RESOURCES (SHR) AUDIT

CONDUCTING A STRATEGIC HUMAN RESOURCES (SHR) AUDIT
This Agreement is made and entered into on this day of 2026, by and between:
CEYLON SHIPPING CORPORATION LIMITED (CSCL), a Company duly registered under the Companies Act No.07 of 2007 bearing Registered No.PB227 and having its Registered office at No.27, MICH Building, Sir Razik Fareed Mawatha, Colombo 01 (hereinafter referred to as the "Client", which expression shall, where the context so admits, include its successors and assigns)
AND
context so admits, include its successors and permitted assigns).

1. Background and Purpose

Whereas the Client desires to engage the services of a qualified Consultant to conduct a **Strategic Human Resources (SHR) Audit** to assess, evaluate, and recommend improvements in the overall HR management framework, systems, policies, and practices of the Corporation;

And whereas the Consultant has represented that it possesses the requisite professional expertise, qualifications, and experience to perform such consultancy services;

Now therefore, the parties hereto agree to enter into this Contract to define their respective roles, responsibilities, and obligations.

2. Scope of Services

The Consultant shall carry out the Strategic Human Resources (SHR) Audit as outlined in the Request for Proposal (RFP).

3.Deliverables

The consultant/firm shall be required to submit the following deliverables within the agreed timelines:

3.1.Inception Report

The Consultant shall submit an Inception Report at the commencement of the assignment, which shall include:

- A detailed overview of the assignment understanding and objectives;
- The proposed methodology, analytical tools, and data collection approach;
- A comprehensive work plan with timelines, milestones, and resource allocation:
- Identification of key stakeholders and proposed consultation strategy.

The Inception Report shall be **presented to and validated by CSCL management** prior to the commencement of fieldwork or data collection.

3.2.Draft SHR Audit Report

The Consultant shall submit a Draft SHR Audit Report presenting initial findings, observations, and identified gaps in HR policies, processes, systems, and practices. The Draft Report shall:

- Highlight the compliance status with statutory requirements, government circulars, internal policies, and good HR governance standards;
- Present preliminary recommendations and proposed corrective measures;
- Provide supporting evidence, data summaries, and analytical insights where applicable.

The Draft Report shall be submitted to CSCL for comments, clarifications, and feedback before finalization.

3.3.Final Strategic Human Resources (SHR) Audit Report

The consultant shall submit a comprehensive and structured **Final Strategic Human Resource** (**SHR**) **Audit Report**, incorporating all feedback provided by CSCL on the draft version. The final report shall be complete, evidence-based, and aligned with the audit's scope and objectives. The report must include, but not be limited to, the following components:

- **Executive Summary** A concise overview of major findings, key risks, and critical recommendations.
- Assessment of HR Governance, Policies, and Procedures An in-depth evaluation of HR systems, governance frameworks, policy adequacy, and procedural compliance.

- Identification of Risks, Gaps, and Inefficiencies Detailed analysis of structural, operational, and compliance-related weaknesses impacting HR effectiveness and organizational performance.
- **Compliance Review** An assessment of adherence to labour laws, public sector circulars, internal guidelines, approved job categories, and established HR standards.
- **Benchmarking Analysis** Comparison of CSCL's HR practices with local and international industry best practices to identify improvement opportunities.
- Actionable and Prioritized Recommendations Practical, realistic, and prioritized measures for strengthening HR systems, operational efficiency, governance, and workforce planning.
- **Templates and Supporting Manuals** Provision of updated or new templates/manuals required to enhance HR practices, including but not limited to:
 - KPI frameworks
 - Individual and division-level KPI templates
 - Job description formats
 - Employee handbook/HR manual
 - Workload and workflow analysis formats
- **KPI Process Documentation** A clear step-by-step guide outlining the KPI development, approval, monitoring, and evaluation process.
- **Final Presentation** A comprehensive presentation to CSCL management summarizing the audit findings, analysis, and recommended strategic interventions.

4. Duration of the Assignment

The duration of the Strategic Human Resources (SHR) Audit assignment, whether undertaken by an individual consultant or a consulting firm/company, shall be **twelve** (12) weeks from the date of commencement specified by the Client.

The stipulated duration shall cover the entire scope of work, including but not limited to inception activities, data collection, analysis, preparation of reports, incorporation of comments, and submission of the Final SHR Audit Report.

The Consultant shall adhere to the following deliverable schedule, unless otherwise agreed in writing:

- a. **Inception Report:** to be submitted within **one** (1) **to four** (4) **weeks** from the date of commencement:
- b. **Draft SHR Audit Report:** to be submitted within **five (5) to eight (8) weeks** from the date of commencement;

c. Final SHR Audit Report: to be submitted within nine (9) to twelve (12) weeks, incorporating all comments and feedback issued by the Client on the Draft Report.

Any request by the Consultant for an extension of the assignment period shall be submitted **in writing**, supported by valid justification. Such extension shall be effective only upon **written approval** by the Client.

The Consultant (or consulting firm/company, as applicable) shall allocate adequate resources, personnel, and technical capacity to ensure the timely and satisfactory completion of all deliverables under this Agreement.

5. Professional Fees and Payment Terms

- 1. The Client shall pay the Consultant a total professional fee of **Rs......**[Amount in Words and Figures], inclusive/exclusive of all applicable taxes.
- 2. Payment shall be made in instalments as follows:
 -[Percentage]% upon signing of the Agreement and submission of the inception report;
 - o[Percentage]% upon submission of the draft HR Audit Report; and
 - o[Percentage]% upon acceptance of the final report by the Client.
- 3. All payments shall be made upon submission of invoices certified by the Client's authorized officer.
- 4. **Restrictions on Payments -** No advance payments or interim claims shall be considered, except for those explicitly included in the above payment schedule.
- 5. **Retention -** CSCL reserves the right to retain up to **ten percent** (10%) of the total contract value until the satisfactory completion of the assignment and formal acceptance of the Final Report by CSCL.

6. Responsibilities of the Consultant

The Consultant shall:

- Perform the services with due diligence, efficiency, and in accordance with professional standards.
- Ensure confidentiality of all information obtained during the course of the assignment.
- Assign qualified personnel to carry out the consultancy work.
- Deliver reports, presentations, and recommendations as per the agreed schedule.
- Obtain prior written approval from the Client before making any changes to key personnel.

7. Responsibilities of the Client

The Client shall:

- Provide access to relevant records, documents, and personnel required for the HR Audit
- Facilitate meetings and discussions as necessary for the effective completion of the assignment.
- Review and provide timely feedback on reports and deliverables submitted by the Consultant.
- Make payments as stipulated under Clause 4.

8. Confidentiality

The Consultant shall treat all information, data, and documents received from the Client as strictly confidential and shall not disclose or use such information for any purpose other than for the performance of this Contract, without prior written consent from the Client.

9. Ownership of Reports and Documents

All documents, data, and reports prepared by the Consultant under this Agreement shall become the sole property of the Client upon completion of the assignment and payment of the agreed fees.

10. Termination

CSCL shall have the sole and absolute discretion to terminate this Contract at any time, without assigning any reason, in the event of any of the following:

- Failure by the Consultant to perform the Services to the satisfaction of CSCL;
- Failure to complete the assignment within the agreed timelines, as the Consultant is strictly bound to perform and deliver all project activities on time;
- Breach of any term or condition of the Contract, including confidentiality obligations;
- Misrepresentation or falsification of qualifications, experience, or credentials;
- Insolvency, bankruptcy, or any legal incapacity of the Consultant.

Upon such termination, the Consultant shall be entitled only to payment for the portion of Services satisfactorily completed and formally accepted by CSCL up to the effective date of termination. No additional claims or compensation shall be payable.

Immediately upon termination, the Consultant shall hand over to CSCL all reports, documents, data, working papers, and any other materials, whether in physical or electronic form, related to the assignment.

11. Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with this Agreement shall first be resolved amicably through mutual discussion between the parties. In the event such resolution is not achieved, the matter shall be referred to the exclusive jurisdiction of the Commercial High Court of Colombo for determination in accordance with the laws of Sri Lanka.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

13. Entire Agreement

This Agreement constitutes the **entire understanding** between the Client and the Consultant concerning the subject matter herein and supersedes all prior communications, negotiations, and understandings, whether written or oral.

14. Amendments

No modification, amendment, or addition to this Agreement shall be valid unless made in writing and signed by both parties.

14. Notices

All communications and notices required under this Agreement shall be in writing and shall be delivered personally, by registered post, or by email (with confirmation of receipt) to the addresses stated above.

15. Non-Disclosure and Confidentiality Clause

The Consultant shall treat all information, documents, data, and materials obtained in the course of performing the HR Audit as **strictly confidential**. Such information shall not be disclosed, shared, or communicated to any third party without the **prior written consent** of Ceylon Shipping Corporation Ltd (CSCL).

The Consultant shall use the information solely for the purpose of carrying out the HR Audit and shall take all necessary measures to prevent unauthorized access, loss, alteration, or misuse of such information. All documents, reports, and data collected or generated during the course of the audit shall remain the **exclusive property of CSCL** and must be returned or securely destroyed upon completion of the assignment, as directed by CSCL.

This obligation of confidentiality shall remain in force during the term of the engagement and shall continue to apply indefinitely after its completion or termination. Any breach of this clause shall constitute a **material breach of contract** and may result in immediate termination and/or legal action by CSCL.

16.Non-Disclosure of Findings Clause

The Consultant shall not, without the **prior written approval of Ceylon Shipping Corporation Ltd (CSCL)**, disclose, publish, or make any public reference to the audit findings, results, conclusions, or any related information arising from this assignment.

The Consultant is strictly prohibited from using the **name**, **logo**, **or reference to CSCL** or this HR Audit engagement for marketing, publicity, or promotional purposes. Any unauthorized disclosure, publication, or reference shall be considered a **serious breach of contract** and may lead to immediate termination of the contract and/or legal action by CSCL.

17. Data Protection and Confidentiality Clause

The Consultant shall comply with the **Personal Data Protection Act, No. 9 of 2022**, and ensure that all employee data, records, and personal information accessed during the audit are used solely for the purposes of this assignment. The Consultant shall not transfer, disclose, or otherwise make available such data to third parties without the prior written consent of CSCL. All data, reports, and derivative materials shall remain the exclusive property of CSCL.

18. Intellectual Property Ownership Clause

All reports, templates, manuals, tools, and other deliverables developed under this assignment shall be the exclusive property of CSCL. The Consultant shall not use, reproduce, or disseminate any part of the deliverables for other clients or purposes without the prior written approval of CSCL.

19. Contractual Obligations

The Consultant shall perform the services with the highest standards of professional and ethical competence, integrity, and due diligence, and shall carry out the assignment in accordance with the agreed Terms of Reference.

The Consultant shall comply with all applicable laws, rules, and regulations of Sri Lanka and maintain confidentiality of all information obtained during the assignment.

20. Liability and Indemnity Clause

The Consultant shall indemnify and hold harmless CSCL, its officers, and employees from any loss, damage, or claim arising out of the Consultant's negligence, breach of confidentiality, or violation of law. The Consultant's liability shall not be limited in cases of fraud, willful misconduct, or gross negligence.

21. Conflict of Interest Clause

The Consultant shall disclose in writing any existing or potential conflicts of interest prior to entering into this contract. Failure to disclose such information shall constitute grounds for immediate termination of the contract.

22. Quality and Acceptance Standards

All deliverables shall conform to the standards, formats, and quality criteria specified in the approved Inception Report. Acceptance of deliverables shall be based on written confirmation from the authorized officer of CSCL following a formal review process.

23. Audit and Inspection Clause

CSCL reserves the right to audit or inspect the Consultant's records, time sheets, and project files relevant to this assignment at any time during the contract period and for a period of two (2) years thereafter.

24. Subcontracting Clause

The Consultant shall not assign, transfer, or subcontract any part of the services under this consultancy process.

25. Jurisdiction and Governing Law

This contract shall be construed and governed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Any disputes arising out of, or in connection with, this contract shall be subject to the exclusive jurisdiction of the Commercial High Court of Colombo.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on thisday of							
For and on behalf of Ceylon Shipping Corporation Ltd. (CSCL)	For and on behalf of [Name of Consultant/Consultancy Firm]						
Signature:	Signature:						
Chairman	Name: Designation:						
Witnesses:							
1	2 Signatura:						
Signature:	Signature:Name:						
Name:	Designation:						
Designation:							

(To be issued on Bank Letterhead / Authorized Financial Institution Letterhead)

PERFORMANCE GUARANTEE (BANK GUARANTEE)

Strategic Human Resources (SHR) Audit – Ceylon Shipping Corporation Ltd (CSCL)
Date:
Contract No.:
To: The Chairman Consultants Procurement Committee (CPCD) Ceylon Shipping Corporation Ltd No. 27, MICH Building Colombo 01 Sri Lanka
1. Guarantee Amount
We,
Rs (in figures) Rupees (in words)
This guarantee is furnished by the Selected Consultant as security for the due performance of all obligations under the Contract for the Strategic Human Resources (SHR) Audit .
2. Obligations of the Guarantor
We, the Guarantor, hereby unconditionally and irrevocably undertake to pay CSCL the amount stated above upon its first written demand, without contest, argument, or proof of breach, provided that CSCL's written demand states that the Consultant:
 a) Has failed to duly perform any obligation under the Contract, or b) Has failed to rectify defects or shortcomings in performance, or c) Has otherwise breached the terms and conditions of the Contract, resulting in

forfeiture of the Performance Guarantee.

3. Validity Period

This Performance Guarantee shall remain valid and in full force until: [Insert date: typically covering the full contract period + additional 28 days after completion] The validity shall be extended upon written request from CSCL prior to expiry. 4. Non-Assignability This Guarantee is non-transferable and non-assignable. 5. Governing Law This Guarantee shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Authorized Signatories of the Guarantor Signature(s): Name(s): Designation(s): Date: Bank Seal: **Issuing Bank Address:** **Contact Details:**