



**Information and Communication Technology Agency of Sri Lanka (ICTA)**

**REQUEST FOR PROPOSALS (RFP)  
(QCBS Method)**

**Consulting firm to assist the ICTA M&E unit to carry out field based Monitoring and  
Evaluation Activities**

**Contract No: ICTA/GOSL/CON/QCBS/2019/N02**

**January 2020**

## Section 1. Letter of Invitation

01<sup>st</sup> January 2020

Reference No: ICTA/GOSL/CON/QCBS/2019/N02

Dear Institute of Participatory Interaction in Development

1. Department Consultant Procurement Committee (CPCD) on behalf of the Information and Communication Technology Agency (ICTA) of Sri Lanka now invites proposals to provide above consulting service. More details on the services are provided in the Terms of Reference attached.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted firms:
  1. Management Frontiers (Pvt) Ltd
  2. Institute of Participatory Interaction in Development (IPID)
  3. Skills International (Pvt) Ltd

It is not permissible to transfer this invitation to any other firm.

3. A 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 the National Procurement Agency (NPA) of Government of Sri Lanka GOSL).
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract
5. Upon receipt of receipt of this RFP, please inform us in writing (e-mail or letter) within three (03) working days at the address given below:
  - (a) That you received the letter of invitation; and
  - (b) Whether you will submit a proposal alone or in association.
6. A mandatory Pre- Proposal meeting is scheduled on 09th January 2020 at 10.30 a.m

Yours sincerely,

Chief Executive Officer  
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## **Section 2. Instructions to Consultants**

### **1. Definitions**

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Client’s country.
- (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) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “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; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.

- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, 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 and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional

information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will in a timely manner provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

**Conflict of Interest**

1.6 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting Activities**

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, 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 for the preparation or implementation of a project, 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 for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

### **Conflicting Assignments**

- (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, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

### **Conflicting Relationships**

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to

disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants 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 on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and Corruption**

1.7 The GOSL requires that all Clients, as well as Consultants participating in these projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the GOSL;

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a



public official in the selection process or in contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower/Client, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Client or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Client having taken timely and appropriate action satisfactory to the GOSL to remedy the situation.
  - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt,

fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

- (e) will have the right to require that, in contracts financed by the GOSL, a provision be included requiring Consultants to permit the GOSL to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the GOSL.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GoSL in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods and Consulting Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

- Only One Proposal**
- 1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity**
- 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who 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.
- Eligibility of Sub-Consultants**
- 1.13 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 eligibility criteria set forth in the Guidelines.
- 2. Clarification and Amendment of RFP Documents**
- 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, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all 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.

### **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 the language (s) specified in the Data Sheet.

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 must give particular attention to the following:

- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet,

but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Language**

**Technical Proposal  
Format and Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: 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.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: 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).
  - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: 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.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(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 home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: 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 (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**Taxes**

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes 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.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

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

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) 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 (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE THE DEADLINE**" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will

constitute grounds for declaring the Proposal non-responsive.

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

### **Financial Proposals for QBS**

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal

and the Contract in accordance with the instructions given under para. 6 of these Instructions.

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

- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 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 of the Consultants 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. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee

shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## **6. Negotiations**

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.

- Technical negotiations**      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.
- Financial negotiations**      6.3      If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts**      6.4      Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not

consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- |                                       |     |  |
|---------------------------------------|-----|--|
| <b>Conclusion of the negotiations</b> | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the 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>           | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, the award of the Contract, shall be promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.  |
|                                       | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.   |
| <b>8. Confidentiality</b>             | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the 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 GOSL's antifraud and corruption policy |

## 2. Instructions to Consultants - Data Sheet

The following specific data for the consultancy service to be procured shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC.

Paragraph Reference	
1.1	<p>Name of the Client: <b>Information and Communication Technology Agency of Sri Lanka (Pvt) Ltd</b></p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes - Technical &amp; Financial proposals are requested in separate envelopes.</b></p> <p>Name of the assignment is: <b>Procurement of Consulting firm to assist the ICTA M&amp;E unit to carry out field based Monitoring and Evaluation Activities</b></p> <p>Contract No: <b>ICTA/GOSL/CON/QCBS/2019/N02</b></p>
1.3	<p>A pre-proposal conference will be held: <b>YES</b> – please note that this is mandatory and participant should be relevant and pre prepared. You are encouraged to send your request for clarifications and points to be discussed at the pre-proposal conference.</p> <p><b>Date: 10<sup>th</sup> January 2020</b> <b>Time: 10.30 hrs</b></p> <p>The Client’s representative is: <b>Head of Procurement</b> Venue Address: <b>ICT Agency of Sri Lanka, 160/24 Kirimandala Mawatha, Colombo 5</b> Telephone: + 94 11 2369099 Facsimile: + 94 11 2369091 E-mail: procurement@icta.lk,</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>• ICTA Results Framework and log-frames</li> <li>• Action Plan and project descriptions</li> <li>• Project Concept Notes, Project Implementation Plans and Progress reports</li> <li>• Seating facility in ICTA for 2 consultants</li> <li>• Meeting room facilities when required</li> <li>• Vehicle for field M&amp;E visits</li> </ul>

1.12	Proposals must remain valid ninety one (91) days from the deadline for proposal submission , i.e. until: <b>April 29, 2020</b>									
2.1	Clarifications may be requested <b>not later than 07 days</b> before the submission date through e-mail, fax or letter. The address for requesting clarifications is: <b>Head of Procurement, ICT Agency of Sri Lanka, 160/24 Kirimandala Mawatha, Colombo 5, Sri Lanka</b> Facsimile: + 94 11 2369099 E-mail: <a href="mailto:procurement@icta.lk">procurement@icta.lk</a>									
3.1	Proposals shall be submitted in <b>English language</b>									
3.3 (a)	Whether JV/association are allowed?: <b>No</b>									
3.3 (b)	The estimated number of key professional staff-months required for the assignment is: <b>83months</b>  Duration for the project: <b>01 Year.</b>									
3.4	The format of the Technical Proposal to be submitted is: <b>FTP</b>									
3.4 (g)	Training is a specific component of this assignment: <b>No</b>									
3.6	No any other expenses will be reimbursed by the client									
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes</b>  All taxes other than VAT (if any) shall be paid by the Consultant and shall include same in the price proposal. Client will not reimburse any such taxes separately.  <b>The Consultant, the Sub-Consultants and the Personnel shall have to bear all direct/indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Consultant, the Sub-Consultants and the Personnel. For details, please refer to Inland Revenue Department web site; <a href="http://www.inlandrevenue.gov.lk">www.inlandrevenue.gov.lk</a></b>									
3.8	Consultant to state local cost in the national currency only: <b>Yes.</b>									
4.3	<table border="1"> <thead> <tr> <th>Name of the Proposal</th> <th>No of Original</th> <th>No of Copies</th> </tr> </thead> <tbody> <tr> <td>Technical Proposal</td> <td>01</td> <td>02 (one in a CD)</td> </tr> <tr> <td>Financial Proposal</td> <td>01</td> <td>nil</td> </tr> </tbody> </table> <p>Each of them should separately enveloped and clearly marked as “<b>Original</b>” and “<b>Copy</b>”</p>	Name of the Proposal	No of Original	No of Copies	Technical Proposal	01	02 (one in a CD)	Financial Proposal	01	nil
Name of the Proposal	No of Original	No of Copies								
Technical Proposal	01	02 (one in a CD)								
Financial Proposal	01	nil								



<b>4.4</b>	<p>Title: “<b>Consulting firm to assist the ICTA M&amp;E unit to carry out field based Monitoring and Evaluation Activities</b>”</p> <p>Reference: <b>ICTA/GOSL/CON/QCBS/2019/N02</b></p>
	<p>The Proposal submission address is:  <b>Head of Procurement,  C/O Chief Executive Officer,  Information and Communication Technology Agency of Sri Lanka,  160/24, Kirimandala Mawatha, Colombo 5.</b></p> <p>Proposals must be submitted no later than the following date and time:  <b><u>Date:</u> 28<sup>th</sup> January 2020 <u>Time:</u> 15.00 hrs</b></p> <p><b>Note: Proposals submitted via email are not accepted</b></p>

<b>5.2 (a)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(i)</td> <td style="width: 75%;">Specific experience of the firm relevant to the assignment - Experience of the firm with similar (M&amp;E) assignments in the ICT</td> <td style="width: 20%; text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td> Adequacy of the proposed methodology and work plan in responding to the Terms of Reference  a) Technical approach &amp; Methodology      40  b) Work Plan      05  c) Team Composition      05 </td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td> Key professional staff qualifications and competence for the assignment:  a) Team Leader/ M&amp;E Expert      7  b) Senior M&amp;E Consultant      6  c) M&amp;E Consultant      6  d) Evaluation Manager      4  e) Data analyst/Statistician      5  f) M&amp;E Field Experts-1      3  g) M&amp;E Field Experts- 2      3  h) M&amp;E Field Research Officer 1      2  i) M&amp;E Field Research Officer 2      2  j) M&amp;E Field Research Officer 3      2 </td> <td style="text-align: center;">40</td> </tr> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined</p>	(i)	Specific experience of the firm relevant to the assignment - Experience of the firm with similar (M&E) assignments in the ICT	10	(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference a) Technical approach & Methodology      40 b) Work Plan      05 c) Team Composition      05	50	(iii)	Key professional staff qualifications and competence for the assignment: a) Team Leader/ M&E Expert      7 b) Senior M&E Consultant      6 c) M&E Consultant      6 d) Evaluation Manager      4 e) Data analyst/Statistician      5 f) M&E Field Experts-1      3 g) M&E Field Experts- 2      3 h) M&E Field Research Officer 1      2 i) M&E Field Research Officer 2      2 j) M&E Field Research Officer 3      2	40
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	<p>considering the following three sub criteria and relevant percentage weights;</p> <table border="1"> <tr> <td>i</td> <td>General qualifications</td> <td>20 %</td> </tr> <tr> <td>ii</td> <td>Adequacy for the assignment</td> <td>70 %</td> </tr> <tr> <td>iii</td> <td>Experience in region and language or experience with similar institutes</td> <td>10 %</td> </tr> <tr> <td></td> <td><b>Total weight</b></td> <td><b>100%</b></td> </tr> </table>	i	General qualifications	20 %	ii	Adequacy for the assignment	70 %	iii	Experience in region and language or experience with similar institutes	10 %		<b>Total weight</b>	<b>100%</b>	
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ii	Adequacy for the assignment	70 %												
iii	Experience in region and language or experience with similar institutes	10 %												
	<b>Total weight</b>	<b>100%</b>												
	<b>Total</b>	<b>100</b>												
	<b>The minimum technical score required to pass is:70 Marks</b>													
<b>5.6</b>	Bidder Shall Quote the Proposal price only in <b>Sri Lanka Rupees</b>													
<b>5.7</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.8</math>, and  <math>P = 0.2</math></p>													
<b>6.1</b>	<p>Expected date and address for contract negotiations:</p> <p><b>Date: will be inform to consultancy firm in due course</b>  <b>Information and Communication Technology Agency of Sri Lanka</b>  <b>160/24, Kirimandala Mawatha</b>  <b>Colombo 05</b>  <b>Sri Lanka</b></p>													
<b>7.2</b>	<p>Expected date for commencement of consulting services: Ten days from the date of contract signing  Location: Colombo</p>													

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

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

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
- 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

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*Date*

Chairman,  
Information and Communication Technology Agency of Sri Lanka,  
160/24 KirimandalaMawatha,  
Colombo 5,  
Sri Lanka

Dear Sir:

We, the undersigned, offer to implement the Consultancy to assist the ICTA M&E unit to carry out field based Monitoring and Evaluation Activities-ICTA/GOSL/CON/QCBS/2019/N02'in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 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 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

### A - Consultant's Organization

[Provide here a brief (two pages) description of the background, high level financial profile and organization of your firm/entity and each associate for this assignment] **Attach comprehensive income statement and statement of financial position for immediately preceding two years (if not provided with EOI).**

### B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current LKR):		
Country: Location within country:	Duration of assignment (months):		
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:		
Address:	Approx. value of the services provided by your firm under the contract (in current LKR):		
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:		
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):		
Narrative description of Project:			
Description of actual services provided by your staff within the assignment (preferable this should include experience in related/similar consultancy services).			
	Services provided	Speciality area(s)	Staff composition
1			
...			

***(Submission of supporting documents are mandatory)***

## **Form TECH-3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

---

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

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

### **B - On Counterpart Staff and Facilities**

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

## **Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment**

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

---

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology:*

*In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also list the methodologies; concepts you adopt to develop requested frameworks.*

b) *Work Plan.*

*In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of TECH-8.*

c) *Organization and Staffing.*

*In this chapter you should propose the structure and composition of your team. You 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**

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



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

---

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

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

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

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

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

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

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_

8. **Experience in the specific role:** [*List the projects*]: \_\_\_\_\_  
\_\_\_\_\_

9. **Experience specific to the assignment:** [*List the projects*]: \_\_\_\_\_  
\_\_\_\_\_

10. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing (for Project Managers, Business Analysts and Trainers)*]: \_\_\_\_\_  
\_\_\_\_\_

11. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see*

*format here below): dates of employment, name of employing organization, positions held,.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

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

Positions held: \_\_\_\_\_

<p><b>11. Qualification of the Consultant</b></p> <p><i>[Refer Section 5 of ToR, List qualifications to meet the minimum requirement or preferably more]</i></p>	<p><b>12. Work Undertaken that Best Illustrates the Qualification</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project:</p> <p>Client:</p> <p>Duration:</p> <p>Location:</p> <p>Brief description of the projects:</p> <p>Positions held:</p> <p>Technologies used:</p>
--	---

**13. Certification:**

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



\_\_\_\_\_  
*[Signature of staff member]* Date: \_\_\_\_\_  
*Day/Month/Year*

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

### Form TECH - 7 Staffing Schedule

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

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

**Form TECH - 8 Work Schedule**

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

- 1 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.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## **Section 4. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 Of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 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 Costs

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

# Form FIN - 1 Financial Proposal Submission Form

Chairman  
 Information and Communication Technology Agency of Sri Lanka  
 160/24 KirimandalaMawatha  
 Colombo 5,  
 Sri Lanka

Date

Dear Sir:

We, the undersigned, offer to implement the **Consultancy to assist the ICTA M&E unit to carry out field based Monitoring and Evaluation Activities-ICTA/GOSL/CON/QCBS/2019/N02** 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]. This amount is excluding of VAT, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

..... We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

## From FIN-2 Summary of Costs

---

### Summary of Costs

# Description	Local Cost
	In LKR Exclusive of VAT
Remuneration (from FIN 3)	
Other expenses (From FIN 4)	
<b>Total Cost of the Financial Proposal carried to Financial Proposal Submission Form</b>	

## Form FIN - 3 Breakdown of Remuneration<sup>1</sup>

Name <sup>2</sup>	Position <sup>3</sup>	In put (staff months)	Staff-month Rate <sup>4</sup>	Value in LKR
<b>Foreign staff</b>				
			[Home]	
			[Field]	
<b>Local Staff</b>				
			[Home]	
			[Field]	

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Indicate separately staff-month rate and currency for home and field work.





## **Appendix**

**Financial Negotiations - Breakdown of Remuneration Rates**  
(Not to be used when cost is a factor in the evaluation of Proposals)

## Section 5 - Terms of Reference

### Consultant firm to assist the ICTA M&E unit to carry out field based Monitoring and evaluation activities

#### 1. Background

Information and Communication Technology Agency of Sri Lanka (ICTA) is the main apex government institution, responsible for formulating policies and implementing projects towards achieving the vision of digital transformation of the country. The Government of Sri Lanka (GoSL) has recognized the critical role that digital technologies can play in fostering social integration, peace, growth, and poverty reduction. The Government intends to effectively use digital technologies CT to improve the reach and responsiveness of public services, reduce transaction costs to business, make government more transparent and accountable, and especially address the needs of the poor communities and citizens in geographically isolated regions. With the objective of fully leveraging the benefit of digital technologies in every sector of the country, ICTA commenced the implementation of “Digitalization of the Economy” program in 2016.

As part of the program, ICTA is currently in the process of implementing a number of national level projects to improve government digital infrastructure, connectivity, promoting widespread ICT adoption and empowerment of citizens, creating enabling legal and policy environment, improve competitiveness of and jobs from the IT and BPM industry. In order to ensure achievement of expected outcomes, these projects are being implemented with multi stakeholder collaboration and partnerships.

**ICTA M&E System:** Having recognized the critical role of Monitoring and Evaluation (M&E) in measuring the results of these development interventions, ICTA implements a comprehensive monitoring and evaluation (M&E) system across all the projects and programs. The M&E system has been designed based on the principles of the *Cabinet Approved National Evaluation Policy* document.

#### **The main objectives of the M&E functions of ICTA are:**

- i) Measuring performances of ICTA projects results/outcomes,
- ii) Evaluating progress towards outcomes and impacts,
- iii) Facilitating Institutional learning; improving focus and results and performance orientation
- iv) Understanding and negotiating stakeholder perspectives
- v) Public accountability,
- vi) Building M&E related capacities of internal project teams and stakeholders.

Based on the findings of the assessments M&E unit is responsible for making forward looking recommendations and corrective actions for improving project performances and results.

#### **ICTA M&E process can be mainly categorized into two components;**

- i) Ongoing M&E activities and
- ii) Periodic Evaluations.

**i) Ongoing M&E Activities**

This component focuses on collection and collating of data generated through project implementation (monitoring data) for the purpose of:

- a) Measuring the progress against planned targets,
- b) Monitoring the implementation progress and quality of outputs,
- c) Understanding the levels of stakeholder engagements,
- d) Measuring the usage levels of project services and outputs by beneficiaries.

Table 1.0 Responsibilities of data collection and analysis;

Data type	Responsibilities of data Collection	Responsibilities of data analysis and presenting	Reporting arrangements
Procurement milestones/stages	ICTA PM	ICTA internal M&E team	Monthly and quarterly reporting formats
Project implementation progress	ICTA PMs	ICTA PMs/ICTA Internal M&E team	Monthly and quarterly reporting formats
Stakeholder perspectives on quality of outputs, Level of stakeholder engagement	ICTA External M&E team	ICTA M&E team	Monthly Report Quarterly reports Special Evaluation Reports
System data on usage of ICTA services and products	ICTA External M&E team	ICTA External M&E team	Monthly reports
Final outcomes-cost reduction, time savings of citizens , employees, cost benefit assessments	External independent assignments	Independent consultants/firms Based on the guidelines given by internal M&E team	Periodical evaluation through independent assessments. Reporting – once a year

It is necessary to utilize the potential of modern data analytics for monitoring of ongoing projects. Efficient use of data analytics would require the generation of information and periodic reports being built into the design of projects.

Data verifications and quality assurance purposes, regular discussions are required to carry out with the project implementation teams.. Handling large amounts of data generated through the procurement processes and project implementation has become an extremely complex task for the internal M&E team.

In addition, to take required decisions on improving project performances, ICTA M&E team is required to carry out field M&E visits, in carefully designed manner, to meet the beneficiaries to understand their perspectives. The consultant firm in their technical proposal, is required to discuss about the appropriate cost-effective M&E techniques that can be applied in the regular field visits.

In the consolidated reports that the consultant firm is expected to produce based on the above mentioned field M&E activities appropriate corrective actions need to be proposed in consultation with the ICTA M&E Head. In the proposal these aspects need to be discussed in detail with proper justification and examples wherever required.

## **ii) Periodic Evaluations**

To generate knowledge with regard to relevance, efficiency, effectiveness, and outcomes/impacts of the projects, initial baseline studies and periodic outcome evaluations (summative as well as formative) are required to be carried out. These evaluations are carried out at component/program level to capture data against program level outcome indicators identified in the ICTA Result Framework. In order to ensure reliability, validity, rigorousness, and objective nature of data, evaluations will be outsourced to competent external consultant firms/consultants through competitive bidding process. However, data collection process will be closely monitored by the internal M&E team.

## **2. Objectives of the Assignment**

The main objective of the proposed consultancy is to produce timely and quality Monitoring and Evaluation reports in agreed frequencies with credible evidences on the progress of achieving the intended outcomes.

### **The specific objectives of the assignment are;**

1. To produce regular M&E reports in agreed frequencies and formats. These reports are based on the data collected on the ongoing projects. The consultant is responsible for developing required data collection instruments. Data collection approaches, methods and instruments need to be need to be developed in consultation with ICTA Head of M&E.
2. To assess the outcomes at various levels (specially immediate and intermediate outcomes) of the projects implemented by ICTA and produce consolidated reports with appropriate corrective actions. These assessments need to be carried out by applying cost effective and systematic field level M&E activities.
3. To analyze ICTA system data on the usage of ICTA products and services developed odate. Based on the data collected analytical reports need to be produced at agreed frequencies.
4. To evaluate ICTA events and workshops by implementing state-of-the-art workshop evaluation techniques.

These aspects need to be discussed with proper justification in the technical proposal.

### 3. Scope of Work and Key Tasks to be Carried Out

1. Meet the representatives of ICTA and gather details of the requirements of the consultancy assignment. The consultants must peruse all documentations necessary and conduct a document/literature review to develop an in-depth understanding of the projects implemented by ICTA and their present status. The documents to be reviewed include ICTA results framework, project log frames, project plans and proposals, M&E reports so far produced.
2. The consultant must develop good working relations with the ICTA internal M&E team, the Project staff and key stakeholder organizations. To understand the project status, the consultants are expected to closely engage with client's staff to exchange and validate data/ information.
3. All the projects implemented by ICTA need to be monitored and evaluated. **projects/programmes to be assessed by the consultant are given in the section 6 –e of the ToR**
4. Based on the ICTA results framework, an M&E plan need to be developed in consultation with the ICTA Head of M&E. The consultant is responsible for implementing the M&E activities according to the agreed plan which can be revised periodically. The consultants in their bids shall provide, a detailed implementation approach and a plan outlining all the steps involved in planning and implementation of the assignment, including a time schedule, resource plan, data collection approaches, and data management plan and submit to ICTA in electronic form and as a hard copy.
5. The consultant is responsible for producing regular reports by using the agreed reporting structures.
6.

The consultants are required to gather and analysis the available system data (e.g., LGN usage data available at Lanka Government Infrastructure). The required guidelines to process the system data must be provided by the consultant in consultation with the Head of M&E.
7. The consultant is responsible for conducting field monitoring and evaluation visits to the beneficiary organizations/individuals/societies in collaboration with the ICTA internal M&E team and the relevant program managers. These field visits must be conducted objectively and systematically and in highly professional manner and should be done in consultation with the ICTA M&E Head. The M&E field visits can be planned mainly based on the findings of analysis of system data on the usage of ICTA systems and applications. Based on the visits, the consultants are required to submit field monitoring and evaluation reports based on the observations made and data collected. To collect data M&E best practices and appropriate cost effective data collection methods need to be used in consultation with the ICTA M&E Head. These approaches need to be discussed with proper justification in the technical proposal. For this purpose, proposed experts must have require proven knowledge and expertise on M&E best practices.
8. The consultant firm in their technical proposal, is required to discuss about the appropriate cost-effective M&E techniques that can be applied in the regular field visits. In order to justify the knowledge and the capacity of the bidders that required to implement the M&E assignment successfully, the bidders are encouraged to present and discuss in detail their knowledge and expertise lessons learned, methods that they adopted to overcome challenges in implementing similar assignments. The M&E reports should be manly focused on forward looking recommendations with sufficient and credible information.

9. the consultant firms need to elaborate methods and their experience on how to ensure that they will collect credible and reliable data/information in the proposal
10. consultants shall propose suitable quality management approach for the assignment including data quality assurance, validity and reliability.
11. ICTA organize various events, training programs, and change management events with the aim of improving capacities of the stakeholders and beneficiaries. To measure the quality and effectiveness of these events, workshops etc, appropriate evaluation techniques must be applied. These aspects need to be addressed in the proposal and the proposed expert must possess proven knowledge expertise to design and carryout the evaluation activities. For each event a report need to be submitted with suggested quality improvements for the future events.
12. The consultant in his bid shall present the best practices of program evaluation and cost effective field level M&E methods and any additional quality control measures that are essential. The consultant in the bid must discuss as to how the proposed approach will support for achieving the objectives of the assignments.
13. To implement the above mentioned activities successfully, the consultant must have the proven expertise on M&E and the best practices that are required to be applied throughout the assignments. These must be properly considered and discussed in the bid document. The consultant must also be equipped with modern state of art data management and analysis techniques.
14. All reports need to be submitted in English. Whenever necessary Sinhala and Tamil translation for brief report will be required. M&E instrument need to be prepared in appropriate language (either Sinhala, Tamil or English)

#### 4. Deliverables and payment Schedule

All reports and deliverables need to be prepared in English and submit to ICTA in electronic form (docx format and pdf) and 2 hard copies. ICTA will own all outputs and reports, and all related data/information in respect of this assignment. Additionally, ICTA will also have the right to reproduce and circulate the outputs and reports at its discretion.

Table 2.0: List of reports/documents to be submitted; Frequency

Report	Time frame	Content of the report	Payment Schedule
<b>01. Inception Report</b>	Contract date +3 weeks	Implementation plan Details of consultants, M&E methods and approaches, data quality assurance techniques M&E plan for 1 year period	20%
<b>02. 1<sup>st</sup> Quarter M&amp;E progress Report</b>	Contract date + 3 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%
<b>03. 2<sup>nd</sup> Quarter M&amp;E progress Report</b>	Contract date + 6 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%

<b>04. 3<sup>rd</sup> Quarter M&amp;E Report</b>	Contract date + 9 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%
<b>05. 4<sup>th</sup> Quarter M&amp;E Report and Final Evaluation Report</b>	Contract date + 12 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter, Consolidated report for all 4 quarters of the year, including lessons learned, suggestion for improvements, detail description of all the activities, evaluations implemented throughout the year	20%

- **All payments will be released for each milestone upon acceptance of the deliverables by the Committee appointed by ICTA.**

### 5. Qualification of the Key staff

The Key experts shall have sufficient qualifications and experience in the field of monitoring and evaluation, related consultancy/research assignments preferably for the public sector development projects. Table 3.0 below shows the details of the positions required, respective qualifications and experience.

Utterly

**Table 3.0: Qualifications and Experience of the key experts**

<b>Position</b>	<b>Preferable Academic Qualification</b>	<b>Preferable Experience</b>
<b>Team Leader and Monitoring and Evaluation Expert (1 position)</b>	Minimum Master Degree qualifications in social science with economics, program designing and evaluation, research methods econometrics and relevant qualifications specific to the assignment .	<p>A minimum seven years of work experience in the field of Monitoring and Evaluation and /or as an external evaluator/ consultant of managing independent evaluation assignments, surveys etc.</p> <p>Demonstrated experience in compiling monitoring and evaluation reports, survey reports on development projects especially in the field of ICT development Skills in both qualitative and quantitative data analyses and proven experience in developing M&amp;E tools. Skills in M&amp;E related capacity building will be an added qualification. Proven skills in report writing in English language.</p> <p>Should have pleasant personality &amp; ability to maintain good interpersonal relationships. Good analytic, writing and communication skills;</p>
<b>Senior Monitoring &amp; Evaluation Consultant / (2 positions)</b>	Minimum Master Degree qualifications in social with economics, program designing and evaluation, research methods econometrics and relevant qualifications specific to the assignment	<p>A minimum three years' experience in a similar field. .</p> <p>Experience in producing monitoring and evaluation reports and survey reports. . Proven experience in managing development projects/consultancy assignments.</p> <p>Strong skills in Microsoft Excel and statistical software such as SPSS. Experience in analyzing both qualitative and quantitative data. Experience in developing data collection instruments, best practices in evaluation, effectively using mixed methods and cost effective M&amp;E techniques etc, experience in preparation of log frames, or goal oriented project planning documents (ZOPP/GOPP techniques),</p>



<b>Evaluation Manager (1 position)</b>	Minimum Master Degree qualifications in social science with economics, program designing and evaluation, research methods econometrics and relevant qualifications specific to the assignment	Minimum 3 years of experience in managing evaluation assignments/surveys etc, Good understanding of the nature and teh quality related aspects of program designing, monitoring and evaluation projects, proven experience in managing consultants in effective manner. Experience in managing evaluation teams and coordinating field evaluation activities, surveys teams, report preparation, preparation of M&E plans, log frames, .budget etc
<b>Data analyst/statistician</b>	Basic Degree with economics, program designing and evaluation, research methods econometrics and relevant qualifications specific to the assignment	Proven experience conducting analyses of quantitative and qualitative data using the most up-to-date analysis techniques and relevant analytic software packages and reporting on them in a clear, coherent and concise way for diverse audiences;  Knowledge of at least of advanced data analytics and visualization tools, such as SAS, SPSS, , etc. Advanced knowledge of Spreadsheets, is required. Demonstrated experience designing quantitative and qualitative data collection instruments (
<b>Monitoring and Evaluation Field Experts (2 positions)</b>	A Minimum Basic Degree - preferably with economics, program designing and evaluation, research methods econometrics and relevant other qualifications specific to the assignment	Minimum 3years of experience in collecting and managing qualitative data Proven knowledge and skills in conducting Focus Group Discussions, Key Informant Interviews, carry out systematic observations, etc) Excellent skills in interpersonal communication s; skills in working with spread sheets, SPSS
<b>Monitoring and Evaluation Field Officers (2 positions) (3 positions)</b>	A Minimum GCE A/L Qualifications	At least twoyears' experience in working in a field based development project preferably in a ICT development project, handling field level coordination / promotion al activities and data collection activities and Minimum one year experience in working in a M&E related project handling coordination activities including taking appointments for conducting surveys, Focus Group Discussions, Key Informant Interviews . Data entering skills, preparation of transcripts of FGDs/KIIs is also required,  Experience in handing statistical software systems (SPSS, Excel) is an added qualification. Good analytic, writing and communication skills;

## **6. Other Important Aspects related to the assignment**

### **a) Duration of the Assignment**

The Consultant Firm will provide the particular services to the M&E Unit of ICTA for a period of one year. The assignment is expected to start at the beginning of the first quarter of 2020.

### **b) Reporting Focal Point of ICTA**

The Consultant Firm will work in close collaboration with the ICTA M&E unit and will report to the Head of Monitoring and Evaluation, ICTA.

### **c) Facilities and Services to be Provided by the Client**

- M&E Team of ICTA will provide required technical support and directions, available data, other supportive inputs and documents to the consultant for smooth implementation of the assignment.
- ICTA will provide meetings rooms depend on the availability to conduct required meetings with ICTA project managers and outside stakeholders.
- To ensure smooth coordination with ICTA project management teams ICTA will provide 2 desk facilities in ICTA office for the consultant team as it is important to integrate with ICTA internal team in managing day to day M&E activities.
- Should any information be deemed as confidential, the consultants shall not disclose such information, to any person or group without written permission of the MD/CEO, ICTA.
- ICTA will provide transport facilities only for M & E field visits. All the other costs associated with this assignment shall be borne by the consultant.

### **d) Facilities to be Provided by the Consultant**

The consultant shall be entirely responsible for having all other required facilities such as office, transport, logistics, necessary office furniture, equipment and maintaining necessary communication and coordination among the project personnel, individual consultants, and technical experts in order to make sure expected quality and the effectiveness of the assignment. Consultant must provide venue facilities for meetings with the consultation of ICTA.

### e). Ongoing Project detail – Projects and Evaluation Scope

#	Project title	Project Duration Years	Project Start Date	Project end date	Cumulative progresses as at 31.08.2019 (up to output level)	Project Scope	Evaluation Scope	Frequency of M&E reports
1	Lanka Government Network 2.0	6	2016. Jun	2022. Dec	99%	860 organizations connected across the country	Analysis of system data, Usage of the network, Quality aspects, reasons for using and not using the network facility given, user's perception.	Brief Monthly M&E report  Quarterly basis consolidated evaluation report based on regular field visits
2	Lanka Government Cloud (LGC) 2.0 - Phase 1 (LGC2.0 Phase 1 Maintenance +LGC 1.0 Maintenance)	3	2016. Mar	2019. Dec	96%	The Centralized cloud completed (at a central location in Colombo) and government organizations host the applications	Analysis of system generated data, applications and eServices hosted in the cloud environment, feedback of user organization	Quarterly M&E report
3	Employee Trust Fund Management (ETF) System	3	2016. Mar	2020. Dec	67%	Core System is being developed in the ETF office	Stakeholder engagement, user feedback	Quarterly M&E report
4	Integrated Welfare Management System (IWMS)	3	2016. Mar	2020. Dec	90%	System is being developed -client Ministry of Finance	Stakeholder engagement and user feedback	Quarterly M&E report
5	Implementation of Cross Government Digital Document Management System	3	2016. Mar	2019. Dec	85%	Centralized system is being developed- and will be initially implemented in 20 organizations	Stakeholder engagement, actual usage, outcomes such as cost reduction , time saving etc	Quarterly M&E report
6	ICT Solution for Government Analyst Department (GAD)	2	2016. Mar	2019. Dec	71%	The system has been developed for Government Analyst Department	The information system is on hold - Brief Study on what work, what didn't work and reasons	Quarterly M&E report
7	e-Heritage Project: Cutting-edge Technology for Heritage Information	3	2017. Mar	2020. Dec	93%	eHeritage Sri Lanka Mobile and Web applications have been completed and all the heritage sites in Polonnaruwa District has been incorporated.	Assess the actual usage, user satisfaction	Quarterly M&E report
8	National Spatial Data Infrastructure (NSDI) - Phase II	3	2016. Feb	2019. Dec 31 (Phase II)	96%	The centralized system completed	Study the effectiveness of the system	Monthly M&E report
9	Development of Electronic Services	2	2016. May	2019. Dec	96%	About 50 eServices can be accessed on line	50 e Services - analysis system data on usage 10 e services recently completed - feedback of staff of the Client's organizations	Monthly M&E report
10	Management and operation of Government Information Center (GIC)	3	2016. Feb	2019. Dec	87%	GIC 1919 Call center in progress	Analysis of system generated data on usage Brief study in periodical basis	Monthly M&E report

#	Project title	Project Duration Years	Project Start Date	Project end date	Cumulative progress as at 31.08.2019 (up to output level)	Project Scope	Evaluation Scope	Frequency of M&E reports
11	Digital Libraries for Knowledge Enhancement	2	2017.Mar	2019. Dec	96%	Established 8 Digital Libraries.	Evaluation on the digital Libraries	
12	Smart Society and Citizen Capacity Building-mart Social Circles	3	2017.Mar	2019. Dec	88%	Around 800 Smart Social Circles (SSC) created across the country. SSC platform created and operational	Evaluate effectiveness of the project	Brief Monthly M&E report  Quarterly basis consolidated evaluation report based on regular field visits
13	Industry Development Programme	1	2017.May	2019. Dec	85%		Evaluation of outcome of the project interventions covered under IDP	Quarterly basis consolidated evaluation report based on regular field visits
14	e-Revenue License Project (eRL)	3	2017.Mar	2020. Dec		Online system available to obtain revenue licenses electronically paying through credit cards	Assessment of Actual usage of ERL system	Brief Monthly M&E report  Quarterly basis consolidated evaluation report based on regular field visits
15	Development of Software for the e-Registration of Companies project (eRoC Project)	3	2016 Feb	2019 Dec		System development is in progress. The 1 <sup>st</sup> iteration go live.	Study the effectiveness and efficiency of the system	Quarterly basis consolidated evaluation report based on regular field visits
16	Citizen Empowerment – Free Wi-Fi Project	3	2016 Jan	2020 May		Develop a Centralized Free Wi-Fi User Governance System Rollout 1000+ free Wi-Fi facility at public locations. Conduct Promotion and Awareness activities	Evaluation of free Wi-Fi usage among General Public	Quarterly basis consolidated evaluation report based on regular field visits and usage data.
17	Electronic Document Attestation System at the Ministry of Foreign Affairs	2	2016 Jan	2018 Dec	100%	Implemented a Centralized Electronic Document Attestation System for the Consular Affairs division of the Ministry of Foreign Affairs	Evaluation of outcome of the project and impact on service delivery by the Ministry and to the General Public	Bi-annual basis consolidated evaluation report by visit to the Ministry and collection of usage data.

Note- Detail of programmes listed above are available for your reference on the ICTA web site under the Procurement – Consultancy

# Standard form of contract

## I. Form of Contract

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

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

For and on behalf of [name of Client]

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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]

# General Conditions of Contract

## 1. GENERAL PROVISIONS

### 1.1 Definitions

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

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

that will be paid to the Consultant on actuals .

- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (p) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (q) “In writing” means communicated in written form with proof of receipt.

- 1.2 Relationship Between the Parties Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 Language This Contract has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Headings The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
  - 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
  - 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not



so specified, at such locations, as the Client may approve.

- 1.8 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

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

- 2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of Days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure
- 2.5.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No The failure of a Party to fulfill any of its obligations under the Breach contract shall not be considered to be a breach of, or default under, of this Contract insofar as such inability arises from an event of Force Contract 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 (a) A Party affected by an event of Force Majeure shall continue to to be perform its obligations under the Contract as far as is reasonably Taken 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 8 hereof within sixty (60) Days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

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

- 2.7.5 Payment upon Termination
- Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Consultant:
- (a) payment and reimbursable 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 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standard of Performance

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

##### 3.2 Conflict of Interests

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

##### 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the

- Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any be Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client
  - (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing
 

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel
  - (a) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
  - (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such

adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.2 of this Contract, this will be explicitly mentioned in the agreement.

#### 4.2 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their 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

- 5.1 Assistance and Exemptions Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:
- (a) Provide where applicable, the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
  - (b) Arrange where applicable, for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Sri Lanka.
  - (c) Facilitate where applicable, prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government agencies all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2
- 5.3 Services and Facilities
- (a) The Client shall make available free of charge to the Consultant the professional and support counterpart personnel, Services and Facilities listed under Appendix E.
  - (b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) how the affected part of

the Services shall be carried out ; (ii) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (iii) the manner in which the Consultant shall procure any such personnel, services, facilities and property from other sources, and (iv) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6. hereinafter.

#### 5.4 Counterpart Personnel

(a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E.

(b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix E, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.4 for option A or 6.3 for option B.

(c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

### 6. PAYMENTS TO THE CONSULTANT

6.1 Option 'A' or Option 'B' 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 Appendices D.
- 6.5 Terms and Conditions of Payment Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix 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 estimates of the cost of the Services payable in foreign currency is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GC 2.4 and subject to Clause GC 6.2(c), payments under this Contract shall not 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 (a) and 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

Reimbursable Expenses	<p>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.</p> <p>(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).</p> <p>(c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.3(c).</p> <p>(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.</p> <p>(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.</p> <p>(f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).</p>
6.4 Currency of Payment	<p>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.</p>
6.5 Mode of Billing and Payment	<p>Billings and payments in respect of the Services shall be made as follows:</p> <p>(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.</p>

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.

## III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	<p>The addresses are:</p> <p><b>ICT Agency of Sri Lanka, 160/24 KirimandalaMawatha, Colombo 5, Sri Lanka</b> Facsimile: + 94 11 2369099 E-mail: <a href="mailto:procurement@icta.lk">procurement@icta.lk</a></p> <p>Consultant: _____ _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Chief Executive Officer</u></p> <p>For the Consultant: _____</p>
2.1	<p>The Effectiveness conditions is: up on signing the both parties the “Client” and “consultant”</p>
2.2	<p>The date for the commencement of Services is 10 days. Days from the effective date</p>

2.3	The time period shall be Twelve Months from the date of effective
3.4	The risks and the coverage shall be as follows:  (a) Passenger insurance in respect of motor vehicles operated by the Consultant or its Personnel or - their Personnel;  (b) Third Party liability insurance, with a minimum coverage of Rs.1,000,000
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	<b>Not Applicable</b>
6.1	The applicable option is: <b>Option A</b>
6.3(a)	Not Applicable
6.3(b)	Not Applicable
6.4	Sri Lankan Rupees

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6.5	Payments shall be made according to the following schedule:			
	Report	Time frame	Content of the report	Payment Schedule
	<b>01. Inception Report</b>	Contract date +3 weeks	Implementation plan Details of consultants, M&E methods and approaches, data quality assurance techniques M&E plan for 1 year period	20%
	<b>02. 1<sup>st</sup> Quarter M&amp;E progress Report</b>	Contract date + 3 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%
	<b>03. 2<sup>nd</sup> Quarter M&amp;E progress Report</b>	Contract date + 6 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%
	<b>04. 3<sup>rd</sup> Quarter M&amp;E Report</b>	Contract date + 9 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter	20%
	<b>05. 4<sup>th</sup> Quarter M&amp;E Report and Final Evaluation Report</b>	Contract date + 12 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter, Consolidated report for all 4 quarters of the year, including lessons learned, suggestion for improvements, detail description of all the activities, evaluations implemented throughout the year	20%
All payments will be released for each milestone upon acceptance of the deliverables by the Committee appointed by ICTA.				
6.6	The interest rate is: <b>Not Applicable</b>			
8.2	Disputes shall be settled by arbitration in accordance with the following Provisions:			
	<p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator:</p> <p>(a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.</p> <p>2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>			

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# Appendices

## Appendix A

### Scope of Work and Key Tasks are to be Carried Out

- Meet the representatives of ICTA and gather details of the requirements of the consultancy assignment. The consultants must peruse all documentations necessary and conduct a document/literature review to develop an in-depth understanding of the projects implemented by ICTA and their present status. The documents to be reviewed include ICTA results framework, project log frames, project plans and proposals, M&E reports so far produced.
- The consultant must develop good working relations with the ICTA internal M&E team, the
- Project staff and key stakeholder organizations. To understand the project status, the consultants are expected to closely engage with client's staff to exchange and validate data/ information.
- All the projects implemented by ICTA (given in the section 6 –e in the ToR) need to be monitored and evaluated. Based on the ICTA results framework, a M&E plan need to be developed in consultation with the ICTA Head of M&E. The consultant is responsible for implementing the M&E activities according to the agreed plan which can be revised periodically. The consultants in their bids shall provide, a detailed implementation approach and a plan outlining all the steps involved in planning and implementation of the assignment, including a time schedule, resource plan, data collection approaches, and data management plan and submit to ICTA in electronic form and as a hard copy. The consultant is responsible for producing regular reports by using the agreed reporting structures.
  - The consultants are required to gather and analysis the available system data (e.g., LGN usage data available at Lanka Government Infrastructure). The required guidelines to process the system data must be provided by the consultant in consultation with the Head of M&E.
- The consultant is responsible for conducting field monitoring and evaluation visits to the beneficiary organizations/individuals/societies in collaboration with the ICTA internal M&E team and the relevant program managers. These field visits must be conducted objectively and systematically and in highly professional manner and should be done in consultation with the ICTA M&E Head. The M&E field visits can be planned mainly based on the findings of analysis of system data on the usage of ICTA systems and applications. Based on the visits, the consultants are required to submit field monitoring and evaluation reports based on the observations made and data collected. To collect data M&E best practices and appropriate cost effective data collection methods need to be used in consultation with the ICTA M&E Head. These approaches need to be discussed with proper justification in the technical proposal. For this purpose, proposed experts must have require proven knowledge and expertise on M&E best practices.

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- The consultant firm in their technical proposal, is required to discuss about the appropriate cost-effective M&E techniques that can be applied in the regular field visits. In order to justify the knowledge and the capacity of the bidders that required to implement the M&E assignment successfully, the bidders are encouraged to present and discuss in detail their knowledge and expertise lessons learned, methods that they adopted to overcome challenges in implementing similar assignments. The M&E reports should be mainly focused on forward looking recommendations with sufficient and credible information. In the bid the consultant firms need to present methods and their experience on how to ensure that they will collect credible and reliable data/information
  - ICTA organize various events, training programs, and change management events with the aim of improving capacities of the stakeholders and beneficiaries. Ensure effectiveness of these workshops is directly correlated to outcomes. . To measure the quality and effectiveness of these events, workshops etc, appropriate evaluation techniques must be applied. These aspects need to be addressed in the bid and the proposed expert must possess proven knowledge expertise to design and carryout the evaluation activities. For each event a report need to be submitted with suggested quality improvements for the future events.
  - The consultant in his bid shall present the best practices of program evaluation and cost effective field level M&E methods and any additional quality control measures that are essential. The consultant in the bid must discuss as to how the proposed approach will support for achieving the objectives of the assignments.
  - To implement the above mentioned activities successfully, the consultant must have the proven expertise on M&E and the best practices that are required to be applied throughout the assignments. These must be properly considered and discussed in the bid document. The consultant must also be equipped with modern state of art data management and analysis techniques.
  - All reports need to be submitted in English. Whenever necessary Sinhala and Tamil translation for brief report will be required. M&E instrument need to be prepared in appropriate language (either Sinhala, Tamil or English)

## Appendices B – Reporting Requirement

Report	Time frame	Content of the report
<b>06. Inception Report</b>	Contract date +3 weeks	Implementation plan Details of consultants, M&E methods and approaches, data quality assurance techniques M&E plan for 1 year period
<b>07. 1<sup>st</sup> Quarter M&amp;E progress Report</b>	Contract date + 3 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter
<b>08. 2<sup>nd</sup> Quarter M&amp;E progress Report</b>	Contract date + 6 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter
<b>09. 3<sup>rd</sup> Quarter M&amp;E Report</b>	Contract date + 9 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter
<b>10. 4<sup>th</sup> Quarter M&amp;E Report and Final Evaluation Report</b>	Contract date + 12 months	Consolidated M&E report based on the evaluation and data analytics carried out throughout the quarter, Consolidated report for all 4 quarters of the year, including lessons learned, suggestion for improvements, detail description of all the activities, evaluations implemented throughout the year
<b>All payments will be released for each milestone upon acceptance of the deliverables by the Committee appointed by ICTA.</b>		

Appendix C –Key Staff

Name	Position	Preferable Academic Qualification	Preferable Experience
	Team Leader and Monitoring and Evaluation (M&E) Expert		
	Senior Monitoring & Evaluation Consultant		
	Monitoring & Evaluation Consultant		
	Evaluation Manager)		
	Data analyst/ Statistician		
	Monitoring and Evaluation Field Experts Positions (1)		
	Monitoring and Evaluation Field Experts Positions (2)		
	Field Research officers ( positions 1)		
	Field Research officers ( positions 2)		
	Field Research officers ( positions 3)		