REQUEST FOR PROPOSALS

For

Establishment of Measurement, Reporting & Verification Assessment Framework for Agriculture, Forestry and Other Land Use (AFOLU) Sector in Sri Lanka

Selection of Consultancy Firm following Quality and Cost based Selection method

Project of Enhanced Transparency Framework for Agriculture, Forest and Other Land Use Sector

Ministry of Environment

Section 2. Instructions to Consultants

Definitions

a) "Client" means the procuring entity with which the selected Consultant signs the Contract for the Services.

b) "Consultant" means any organisation that may provide or provides the Services to the Client under the Contract.

c) "Contract" means the contract signed by the Parties and all the attached documents listed in Clause 1 of, that is the General Conditions (GC), the Special Cthe form of agreement.

d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.

e) "Day" means calendar day.

f) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Sri Lanka;

g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

h) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile within Sri Lanka.

i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

j) "Party" means either or both the Client or the Consultant, as the context requires.

k) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;

l) "Proposal" means the Technical Proposal and the Financial Proposal.

m) "RFP" means the Request for Proposal prepared by the Client for the selection of Consultants.

n) "Services" means the work to be performed by the Consultant pursuant to the Contract.

o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions of the location where the assignment has to be carried out and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

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

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

Conflict of Interest

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

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

Conflicting Activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

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

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

1.6.3 No agency or current employees of the Client shall work as Consultants Personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

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

Only one Proposal 1.7 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity 1.8 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub-Consultants 1.9 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the requirements set forth in this RFP.

Fraud and Corruption 1.10 The officials of the procuring entity, as well as Consultants participating in this consultant selection process should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresen-tation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the PE, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

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, to the Client's address indicated in the Data Sheet. The Client will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

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

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.

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

3.3 While preparing the Technical Proposal, Consultants 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.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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

Language

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

Technical Proposal Format and Content

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

(a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(c) a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for foreign (if required) and local professional staff.

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

(g) a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (local and foreign (if required); and (b) other expenses indicated in the Data Sheet. If stated in the Data Sheet, these costs should be broken down by activity using FORM FIN – 5 and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

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

3.8 The Consultants must price the local cost in Sri Lanka Rupees only. However, the expenditure involves in foreign currency such as foreign consultant's fees and air ticket may be price in foreign currency.

4. Submission, Receipt, and Opening of

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

Proposals 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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be 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 indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

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

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

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

Evaluation of Technical Proposals

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

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

5.3 After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered 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

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

Evaluation of Financial Proposals for QBS

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

a) The remuneration rates, social costs, overheads, profits; and

b) Other costs such as out of pocket expenses, cost of surveys, equipment, office rent, supplies, travel, transport, computer rental, mobilisation, and printing.

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

Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)	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 Option B is applicable under Clause 6 of GC, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if Option A is applicable under Clause 6 of GC, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet.
Combined Evaluation Technical and Financial Proposals (only for QCBS)	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.
Evaluation of Financial Proposals (only for FBS)	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. The evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations
Evaluation of Financial Proposals (only for LCS)	5.9	In the case of the Least-Cost Selection, the Client will select the lowest Proposal among those that passed the minimum technical score. 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.

Availability of Professional staff/experts

6.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Financial negotiations (only for QCBS, FBS and LCS)

6.4 In the cases of QCBS, FBS, and the LCS methods, unless there are exceptional reasons, the remuneration rates for staff and other proposed unit rates of the financial negotiations shall not be negotiate..

Financial negotiations (only for QBS,)

6.5 For QBS method, if requested by the Client, the Consultants shall provide the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP

Conclusion of the negotiations	6.6	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	7.2	The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet.
	7.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	**Name of the Client :** Secretary, Ministry of Environment **Method of selection:** Quality & Cost Based Selection
1.2	**The assignment is:** Establishment of Measuring , Reporting and verification (MRV) Assessment Framework for Agriculture, Forestry and Other Land Use (AFOLU) sector in Sri Lanka
1.3	Not Applicable
1.4	The Client will provide the flowing inputs and facilities: a) Necessary reference materials b) Access to existing AFOLU MRV system documentation and technical specifications c) Facilitate to Coordinate with relevant government agencies and stakeholders
1.8	Proposals must remain valid until 91 days with effect from the closing date of proposal receiving.
2.1	Clarifications may be requested not later than 14 Days before the submission date to the following address: Director (Climate Change) Climate Change Secretariat, 06th Floor Ministry of Environment, "Sobadam Piyasa", No.416/C/1, Robert Gunawardana Mawatha, Battaramulla. Telephone No. 0112034192 Fax No: 0112879978 Email: dircc@env.gov.lk
3.3 (a)	Not Applicable

3.3 (b)	The estimated number of professional staff-months required: 04 months
3.4 (g)	Training is a specific component of this assignment: yes
3.6	**Other Expenses :** (1) subsistence allowance in respect of Personnel of the Consultant for every day in which will work away from the head office; (2) cost of necessary travel (if any), including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, and surveys; (4) Cost of communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost of printing and dispatching of the reports to be produced for the Services; (6) other allowances where applicable and provisional or fixed sums (if any); (7) cost of such further items required for purposes of the Services not covered in the foregoing.
3.6	**Breakdown cost of Activities required** ? : yes
4.3	Consultancy firms/teams must submit technical and financial proposals as follows enclosing two separate envelopes; a) .Original Technical Proposal with one copy should be enclosed in a sealed envelope. b) Original Financial Proposal The name of the consultancy should be indicated as "Consultancy of Establishment of MRV Assessment Framework" on the top left corner of each envelope.
4.5	Duly completed proposals could be placed in the tender box kept in the below address or to be reached to the bellow address on or before 2.30. p.m on 05th December, 2025. Director (Climate Change) Climate Change Secretariat, 6th Floor, Ministry of Environment, "Sobadam Piyasa" No.416/C/1, Robert Gunawardana Mawatha, Battaramulla.

5.2	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: **A). Evaluation Criteria for Technical Proposals** **Factors to be considered during evaluation** **(I). Experience in similar projects;** The extent of the experience in assignments that were technically same or similar to the TOR requirement will be considered. Having experience at least in three assignments in similar nature will be eligible to obtain full marks indicated in the section. The firm should submit the documentary proof on this requirement. **(II) Methodology and the work plan** The extent to which the consultant's technical approach responds to the objectives indicated in the TOR. Does the proposal respond to the entire TOR objectives or does it not address some requirements? Clarity of the distribution of responsibility among the professional team members and interaction of team members in work plan. **(III).Personal** Initially Bio-Data of each nominated specialist will be reviewed to see whether the bio-data comply with the RFP requirements. If comply specialist bio-data are evaluated against the following sub-criteria. **(a) General Qualification;** Bachelor degree – 50% Master degree – 90% Doctorate degree - 100% **(b) Working Experience** General experience in the field of Information technology or field of expertise and in team of complexity to that of the current assignment? **(c). Working Experience in the Similar projects** . Were the assignments the experts previously worked on similar in nature and in team of complexity to that of the current assignment?

	B). Point system for the evaluation of Technical Proposals are:- **Criteria, sub-criteria** — **Points** (i) Specific experience of the Consultants relevant to the assignment: 10 (ii) Methodology and Work plan a) Technical approach and Methodology 20 b) Work plan 10 c) Organization and staff 07 — 37 (iii) Key professional staff qualifications and competence for the assignment: a) Team Leader 08 b) Climate Change Specialist 06 c) Data Management & Analysis Expert 06 d) Software QA Manager 06 e) Software Quality Assurance Lead 06 f) Quality Assurance Engineer 06 g) Capacity Building and Training Specialist 05 h) Monitoring and Evaluation Expert 05 i) Communication and Outreach Coordinator 05 — 53 Total Points — 100 The minimum technical score St required to pass is 70% Points
5.6	**Not Applicable**
5.7	**The formula for determining the financial scores is the following** : $S_{t} = 100 \times F^{m} / F$, in which S_t is the financial score, F_m is the lowest price and **F** is the price of the professional under consideration. **The weights given to the Technical and Financial proposals are**: T = 0.7 P = 0.3
6.1	**Expected date and address for contract negotiations:** Negotiations shall be made if required.
7.2	**The option applicable is:** Option "A"

7.3	**Expected date for commencement of consulting services:** with effect from the date of signing the agreement .

Section 3.

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Secretary ,

Ministry of Environment

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] 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 1.8 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

………………………..

Signature of the Authorized Officer

Name of Signatory: ---------------------------------------

Official Stamp

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your University/Institute for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your university or Institute for this assignment, was legally contracted individually as a corporate entity, for carrying out consulting services similar to the ones requested under this assignment. Use maximum of 20 pages.]

Name and address of Client:			
Assignment name:			
Approx. value of the contract:		Duration of assignment (months):	
Location:		Total Nº of staff-months of the assignment	
Nº of professional staff-months provided by you:		Approx. value of the services provided by firm:	
Start date (month/year):		Completion date (month/year):	
Name of associated Consultants, if any:			
Name of senior professional staff of your institute 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:			

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.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK

PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal.

Suggested to present the Technical Proposal (maximum of 25 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology. Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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

c) Organization and Staffing. Should propose the structure and composition of the team. Should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

TEAM COMPOSITION AND TASK ASSIGNMENTS

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

CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position[1]: --

2. Name of Firm[2]: ---

3. Name of Staff[3]: ---

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

5. Education: ---

6. Membership of Professional Associations: ---

7. Other Relevant Qualifications[4]: --

8. Languages[5]: ---

9. Employment Record[6]:

From [Year]: to [Year]: -------------------------------------
Employer: -----------------------
Positions held (with brief description): -------------------------

13. Certification:

---

1 only one candidate shall be nominated for each position
2 Insert name of firm proposing the staff
3 Insert full name 38 Indicate /university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment
4 Indicate significant qualification/ training
5 For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
6 Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format): dates of employment, name of employing organization, positions held

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

--- Date---------

[Signature of staff member]

--- Date---------

[Signature of authorized representative of the client]

STAFFING SCHEDULE

No	Name of the Staff	No, of Staff months input				Office	Field	Total
		1	2	3	4			
1		[Office]						
		[Field]						
2								
n								
					Total			

Full time input

Part time input

--- Date---------

[Signature of authorized representative of the client]

Official Stamp

WORK SCHEDULE

N°	Activity	Months			
		1	2	3	4
1					
2					
3					
4					
5					
n					

[Signature of authorized representative]   Official Stamp

Date---------

____

** 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.

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

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

Section 4.

Financial Proposal - Standard Forms

[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

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 the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Breakdown of other expenses

FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] 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[1]]. .

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

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

………………………..

Signature of the Authorized Officer

Name of Signatory: --

Official Stamp

---

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

FIN - 2

SUMMARY OF COSTS

Description	Cost (Sri Lankan Rupees)
Remuneration (from FIN 3)	
Other Expenses (From Fin 4)	
Total Costs of Financial Proposal carried to Financial Proposal Submission Form	
Add: VAT and other taxes (if applicable)*	
Total Cost inclusive Taxes	

*Copy of the VAT registration certificate should be attached.

[Signature of authorized representative] Official Stamp

Date---------

FIN - 3

BREAKDOWN OF REMUNERATION

Activity	Name	Position	Input (Staff months /days)	Staff month /day rate Rs,	Total amount Rs.
Sub total					
Total Costs carried to FIN - 2					

[Signature of authorized representative]

Official Stamp

Date---------

FIN - 4

BREAKDOWN OF OTHER EXPENSES

No	Description	Unit	Quantity	Unit Rate LKR	Total Amount LKR
1.	Per diem allowances	Day			
2.	Communication costs				
3.	Drafting, reproduction of reports				
4.	Use of computers, software				
5.	Transportation costs				
6.					
7.					
8.					
	Total Costs carried to FIN - 2				

.

[Signature of authorized representative]   Official Stamp

Date:

Section - v

Terms of Reference (TOR)

1. Background

The Paris Agreement was adopted at the 21st session of the Conference of Parties (COP 21) to the United Nations Framework Convention on Climate Change (UNFCCC) in 2015 aiming to strengthen the ability of parties to respond and adapt to climate change and entered into force on 4th November 2016. The Agreement requires all parties to communicate their national commitments via Nationally Determined Contributions (NDCs).

Ministry of Environment is the national focal point to the UNFCCC and the Paris Agreement. Sri Lanka has submitted the 03rd generation of Nationally Determined Contributions (NDCs 3.0) to the UNFCCC in September, 2025 as national commitments to the Paris Agreement. All parties to the Paris Agreement committed to provide the information on efforts and tracking progress of national commitments through Biennial Transparency Reports (BTRs).

Article 13 of the Paris Agreement describes an Enhanced Transparency Framework (ETF) for Measurement, Reporting and Verification (MRV) to be developed by each party. Modalities, Procedures and Guidelines (MPGs) for the ETF have been developed at the COP 24 in Katowice, Poland. The ETF implementation must adhere to guiding principles including transparency, accuracy, completeness, consistency, comparability, facilitative and non-punitive approach, continuous improvement, and provision of flexibility for developing countries in light of their capacities. In order to develop an ETF for Agriculture, Forestry and Other Land Use (AFOLU) sector, a project is being implemented by Climate Change Secretariat of the Ministry of Environment in collaboration with the Food and Agricultural Organization (FAO) in under the financial support of the Global Environment Facility.

Project is planning to establish a Measurement, Reporting & Verification Assessment Framework for Sri Lanka for Agriculture, Forestry and Other Land Use (AFOLU) sector to assess the existing AFOLU MRV system developed by the project on ETF for AFOLU sector. This AFOLU MRV system for AFOLU Sector is focused for collect, manage and archive the data and information mainly in GHG inventory, with tracking and other financial and technology needs to fulfilling international commitment of UNFCCC as Paris Agreement

Considering these reporting requirement, Ministry of Environment is seeking qualified consultancy firm/team to design, and develop an AFOLU MRV Assessment Framework for Sri Lanka.

2. Objectives

The primary objectives of this consultancy include:

2.1 Review of Existing Frameworks and Best Practices:

-Conduct a comprehensive review of existing AFOLU-MRV frameworks globally and identify best practices and lessons learned from similar assessments in other countries.

-Study improving data accuracy, enhancing reporting processes, and ensuring transparency. of the proposed ETF compliance MRV system with the mobile data uploading facility and produce a brief report about the possible improvements in relation to similar assessments conducted by other countries.

-Analyze alignment with ETF guiding principles and MPG requirements in existing frameworks.

2.2 Develop a new assessment framework.

Assess the AFOLU MRV Framework developed by this project in order to assume.

It covers all the elements and function smoothly to meet the transparency requirement of the Article 13 of the Paris Agreement.

-This includes establishing formal National Inventory Arrangements (NIAs), incorporating flexibility provisions for developing countries, and ensuring alignment with IPCC 2006 Guidelines.

3. Scope and Coverage of the AFOLU-MRV Assessment Framework:

(a). Define Sri Lanka AFOLU sectors with respect to the global scenarios and references made. The baseline development must include key category analysis using IPCC Approach 1 (both level and trend assessment) , with justification for tier level selection and identification of areas requiring higher-tier methodologies'

(b). Specify Geographical Coverage:

Assess the scope and the availability of the data required for GHG emission calculations from the Department of Census and statistics and specify geographical coverage.

(c). Consideration of Land-Use Categories:

Identify and evaluate the land-use categories within the AFOLU sector and provide possible improvements in relation to modification of NDCs. Ensure all IPCC land-use categories are covered (forest land, cropland, grassland, wetlands, settlements, other land) and assess completeness of reporting.

(d) Data Availability and Gaps:

i. Identify Data Collecting Entities / data providers to AFOLU MRV Framework.

- Investigate the unavailability of required data at the DCS and find agencies to collect those missing data and List government agencies, research institutes, and stakeholders those could provide those missing data at the DCS.

ii. Evaluate Data Quality:

- Provide an in-depth analysis of the quality and reliability of existing data.
- Develop data quality assessment protocols aligned with IPCC QA/QC guidelines and establish uncertainty assessment procedures

iii. Highlight Sectors with Limited Data:

- Specify which sub-sectors within AFOLU have limited data.

iv. Identify and prioritize Areas for Additional Data Collection:

- Propose a prioritized plan for gathering additional data.
- Link data gaps to flexibility provisions and capacity-building needs

4. Data Collection Methods

4.1 Review Current Methods

- Provide a comprehensive review of existing data collection methods practiced at the DCS and other relevant agencies.

4.2. Evaluate Effectiveness

- Assess how well current methods capture accurate and timely data.

4.3. Explore Advanced Technologies

- Investigate into the existing and potential integration of advanced technologies, like satellite imagery and remote sensing, for improved data collection specially in DCS and other relevant agencies.

4.4. MRV Online Portal Assessment and Validation

- Assess functionality of the developed portal. (ex: Does it collect, store, and process data correctly?)
- Conduct verification and validation of the developed portal, performing Quality Assurance testing for all functional and non-functional features.
-
- Review compliance with MRV standards (IPCC guidelines, UNFCCC reporting requirements)
- Test data quality controls (validation rules, error handling, QC checks)
- Ensure security, accessibility, and reliability (user access levels, data backup systems, system uptime, cybersecurity measures)
- Confirm interoperability with other national databases and reporting systems
- Validate user-friendliness (training needs assessment, usability testing)
- Recommend improvements for better reporting and transparency compliance
- Develop standard operating procedures for portal management and maintenance

5. Reporting Processes

5.1 Analyze Existing Mechanisms

- Evaluate how DCS is currently reporting the AFOLU-related emissions.

5.2 Alignment with Standards

- Investigate the existing reporting mechanisms align with international standards and guidelines, such as IPCC guidelines within the DCS and other relevant agencies.

5.3. Streamline Reporting Processes

- Propose methodologies improvements to make reporting processes more efficient.

5.4. Time Series and ETF Reporting Requirements

- Establish consistent annual time series from appropriate starting point.
- Develop recalculation procedures for methodological changes and data improvements.
- Design Common Reporting Tables (CRTs) compatible with ETF submission requirements
- Create structured summary templates for NDC progress tracking.
- Implement IPCC notation keys (NE, NO, IE, etc.) for transparency in reporting Gaps.

6. Institutional Framework

6.1 Review Current Setup

- Assess the current institutional setup for AFOLU MRV in Sri Lanka with respective to the data flow specified by the CCS.

6.2. Assess Coordination

- Evaluate the coordination among the DCS and the other government agencies and other stakeholders involved in MRV activities.

6.3 Propose Enhancements

- Propose enhancements for better collaboration and data sharing among relevant institutions.

6.4. National Inventory Arrangements (NIA) Development

-Design formal institutional arrangements including legal, procedural roles for GHG inventory planning and management.

-Define national focal point with overall responsibility for inventory preparation and submission

-Establish clear roles and responsibilities for each participating institution

-Develop data archiving and documentation systems to ensure transparency and reproducibility

-Create approval and validation procedures for inventory review and endorsement before submission

7. Capacity Building

7.1 Evaluate Existing Capacity

- Assess the current capacity for AFOLU MRV activities in terms of knowledge, skills, and technology specially in the DCS and other relevant agencies specified by the CCS.

7.2 Identify Training Needs

- Identify areas where additional training and capacity building are needed.

7.3 Develop Capacity-Building Plan

- Develop a comprehensive plan outlining how the identified training needs will be addressed.

7.4. ETF-Aligned Capacity Enhancement

-Link capacity constraints to flexibility applications and provide estimated timeframes for improvement

-Develop national training curricula on IPCC methodologies, QA/QC procedures, and ETF reporting requirements

-Design sustainability mechanisms for long-term institutional capacity retention

-Create communities of practice for MRV professionals across AFOLU sectors Establish peer learning networks with other developing countries implementing ETF

8. Transparency and Stakeholder Engagement

8.1 Assess Transparency

- Evaluate the transparency of AFOLU MRV reporting process based on the guidelines provided by the UNFCCC for the assessment of MRV systems.

8.2. Enhance Stakeholder Engagement

- Identify specific strategies to enhance stakeholder engagement and participation.

8.3. Public Access to Information

- Discuss mechanisms to provide public access to relevant information with respect to the international experience gained during the information referring process.

8.4. ETF-Compliant Stakeholder Framework

-Develop structured stakeholder engagement processes for BTR preparation.

-Create public information access protocols and feedback mechanisms.

-Establish AFOLU MRV Stakeholder Advisory Group including line ministries, research institutions, and community representatives

-Design public-facing data portal with user-friendly emission trends and policy impact summaries

-Implement feedback loops for continuous stakeholder input on improvements and data validation

9. Verification Mechanisms

9.1. Examine Current Procedures

- Provide a detailed examination of current procedures for verifying AFOLU data specially in the DCS and other relevant agencies.

9.2 Propose Improvements

- Suggest improvements to ensure data accuracy and reliability.

9.3 Consider External Verification

- Discuss the potential involvement of external entities in the verification process and propose a new verification system compared to the proposed verification methods by the project consultants.

9.4. Comprehensive QA/QC and Verification System

-Develop inventory QA/QC plan in accordance with IPCC guidelines

-Establish internal verification processes including cross-institutional data validation
-Create sector-specific QC procedures for agriculture and forestry sub-sectors
-Design external verification mechanisms through independent expert reviews
-Form national verification committee with technical working group oversight
-Implement uncertainty assessment protocols with priority focus on key categories
-Establish data archiving requirements for full transparency and reproducibility.

10. Timeline and Milestones

10.1 Establish Realistic Timeline

- Outline a realistic timeline for the implementation of the AFOLU MRV assessment.

10.2 Define Key Milestones

- Clearly define key milestones and deliverables throughout the assessment process.

10.3 Allocate Resources

- Detail the allocation of resources effectively.

10.4. ETF-Aligned Milestone Framework

- Phase implementation to support BTR preparation timeline (31 December 2026 for BTR2)
- Integrate flexibility assessment milestones with capacity-building timeline
- Align deliverables with MPG requirements for institutional arrangements, methods documentation, and reporting templates.
- Include portal testing and validation phases with user acceptance criteria
- Schedule stakeholder consultation points throughout development process.

11. Monitoring and Evaluation

11.1 Develop a procedure to establish a national unit for ETF compliance MRV system within the Climate Change Secretariat in collaboration with the DCS and other relevant agencies.

11.2 Develop Monitoring Framework

- Develop a framework for ongoing monitoring and evaluation of the AFOLU MRV assessment for the project.

11.3 Establish Feedback Mechanisms

- Set up feedback mechanisms for continuous improvement throughout the process.

11.4. Continuous Improvement and ETF Compliance Monitoring.

- Establish improvement identification system linking self-assessment, Technical Expert Review feedback, and stakeholder input.
- Create performance indicators for measuring ETF compliance and data quality enhancement over time.
- Design annual review processes for methodology updates and recalculation needs.
- Implement tracking system for flexibility provision reductions and tier Improvements.
- Monitor NDC progress indicators and structured summary preparation readiness.

12. Duration of the Consultancy

Duration of the Consultancy service is 4 months with effect from the date of signing the contract agreement.

13. Eligibility Criteria

Consultancy firms/teams which qualify the following eligibility criteria could be submitted proposal for this consultancy.

a). Consultancy firm/team should have a at least 05 years of experience in the field of Consultancy.

b). At least 03 data management system projects should have successfully completed.

14. Team Composition and required qualifications

a) Team Leader:

- Master's degree in environmental science, climate change, forestry, or related fields.
- At least 5 years of professional experience in climate change mitigation, MRV frameworks, and project management.
- Demonstrated experience in leading similar projects, preferably in South Asia or developing country contexts.

- Strong understanding of UNFCCC processes, ETF requirements, and international climate reporting frameworks
- Excellent communication, leadership, and problem-solving skills.

b) Climate Change Specialist:

- Master’s degree in climate change, environmental science, or related fields.
- Minimum 3 years of experience in climate change policy, GHG inventory development, and MRV systems.
- Familiarity with UNFCCC guidelines and protocols.
- Experience in conducting data analysis and assessment of MRV frameworks.

c) Data Management and Analysis Expert:

- Master’s degree in data science, statistics, or related fields.
- Proven experience in data management, analysis, and visualization.
- Familiarity with GIS tools and remote sensing applications.
- Experience in handling large datasets and data quality assessments.
- Experience in developing and accessing online data portals and database systems.

d) Software QA Manager:

- Bachelor's degree in Software Engineering, Computer Science, Information Systems, or related technical fields

- Minimum 5 years of experience in software quality management, test planning, and technical project management
- Expertise in software development lifecycle (SDLC), quality assurance methodologies, and defect management
- Experience in managing technical testing teams and coordinating software validation processes
- Knowledge of software quality metrics, performance testing, and system integration testing
- Certification in software quality management (CSTE, ISTQB) or project management (PMP, Agile/Scrum) preferred

e) Software Quality Assurance Lead:

- Bachelor's degree in Software Engineering, Computer Science, Information Systems, or related technical fields
- Minimum 3 years of experience in software quality management, test planning, test execution.
- Expertise in Testing frameworks, automated testing tools, database/web/API testing
- Certification in software quality management (CSTE, ISTQB)

f) Quality Assurance Engineer;

- Bachelor's degree in Software Engineering, Computer Science, or IT
- Minimum 3 years in hands-on software testing and QA
- Technical Skills in;

  Testing tools and frameworks (Selenium, Jest, Cypress, Postman)
  Functional, integration, performance, and security testing
  Database testing, API testing, web application testing
  Bug tracking tools (JIRA, Bugzilla) and test management systems
  Data validation techniques and automated QC processes

g) Capacity Building and Training Specialist:

- Master's degree in education, capacity building, or related fields.
- Minimum 3 years of experience in designing and conducting capacity-building programs.
- Experience in developing training materials and conducting workshops.
  Knowledge of climate change mitigation strategies and MRV capacity building.

h) Monitoring and Evaluation Expert:

- Master's degree in monitoring and evaluation, project management, or related fields.
- Minimum 03 years of experience in monitoring and evaluation of climate change projects.

- Knowledge of M&E frameworks, indicators, and data collection methodologies.
- Experience in developing monitoring plans and evaluation frameworks.

i) Communication and Outreach Coordinator:

- Bachelor's degree in communications, public relations, or related fields.
- Experience in communication strategies, stakeholder engagement, and public outreach. Excellent writing, editing, and presentation skills.
- Knowledge of climate change communication and awareness-raising strategies.

15**. Deliverables and Payment Process.**

a) An Advance Payment

i. An advance payment of 20% of the contract value in Sri Lankan Rupees shall be made within 14 days from the date of signing the contract agreement upon submission of an advance payment guarantee issued by the any commercial bank which is approved by the Central Bank of Sri Lanka. The advance payment will be fully set off by the Client in equal first 03 installments.

ii. The advance payment guarantee shall be valid 149 days from the date of issued and it should be an unconditional, on demand guarantee.

iii. Payments shall be done based on the deliverables as follows.

Sq. No	Deliverables	Time Frame	Payment Instalment
1	Submission of inception report with work plan, including ETF alignment strategy and flexibility assessment	Within 14 days from the date of agreement signed	20%
2	Review Report on Existing AFOLU-MRV Assessment Frameworks with ETF compliance analysis	Within $1^{1}/2$ month from the date of agreement signed	25%
3	MRV Online Portal Assessment Report including functionality testing, compliance review, and improvement recommendations	Within 03 months from the date of agreement signed	30%
4	Quality Assurance and Verification System Design with QA/QC protocols and uncertainty assessment procedures		
5	Stakeholder Engagement Report with public transparency mechanisms.		
6	Comprehensive AFOLU-MRV Assessment Framework for Sri Lanka based on the guidelines provided with Training Material including National Inventory Arrangements, NDC tracking system, and ETF-compliant	On or before the date of expiry of the contract	25%

	reporting templates		

16. Facilities provided by the Procurement Entity:

a) Necessary reference materials.

b) Access to existing AFOLU MRV system documentation and technical specifications.

c) Facilitate to coordinate with relevant government agencies and stakeholders.

Section 6.

Form of Contract

[Text in brackets provides guidance to the PE for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants]

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;

©. The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Personnel and Sub-Consultants

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Client

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of Ministry of Environment,	For and on behalf of [name of Consultant]
_______	_______
[Authorized Representative]	[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 1of 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.

f) "Foreign Currency" means any currency other than Sri Lankan Rupees.

g) "GC" means these General Conditions of Contract.

h) "Member" means any of the entities that make up the joint venture/ consortium/ association, and "Members" means all these entities.

i) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

j) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

k) "Foreign Personnel" means such professionals and support staff that at the time of being so provided had their domicile outside Sri Lanka;

l) "National Staff" means such professionals and support staff who at the time of being so provided had their domicile inside Sri Lanka; and

m) "Key Personnel" means the Personnel referred to in Clause GC 4.2

n) "Reimbursable expenses" means all assignment-related costs that will be paid to the Consultant on actuals

o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

r) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

s) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

t) "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

This Contract shall come into force and effect on the date (the date of Contract "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

The Consultant shall begin carrying out the Services not later than of 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 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 Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.6 Suspension

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

2.7

Termination

2.7.1

By the Client

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

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

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) Days.

(f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

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 ninty (90) Days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.7.3 Cessation of Rights and Obligations

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

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

2.7.4 Cessation of Services

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

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2, the Client shall make the following payments to the Consultant:

a) payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project .	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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 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 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 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 soft copies 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 specifications 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 are required to 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 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 here of, 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 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 Appendix C set forth in hereto. All leave to be allowed to the Personnel 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

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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 Change in the Applicable Law Related to Taxes and Duties	Applicable Law with respect to taxes and duties which 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
5.2 Change in the Applicable Law Related To Taxes & 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 and the Services, then incurred by the Consultant in performing remuneration and the 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 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.

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 lumpsum 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) 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

© 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 And Reimbursable Expenses

(a) Subject to the ceilings specified in Clause GC 6.2(b) hereof, the Client shall pay to the Consultant

(i) remuneration as set forth in Clause GC 6.3(b) hereunder, and

(ii) reimbursable expenses as set forth in Clause GC 6.3(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.

(b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.2 and Clause SC 2.2 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.3(b), and subject to price adjustment, if any, specified in Clause SC 6.3(a).

©. Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.3(c).

(d). The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

€. Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

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

6.4 Currency of Payment	Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Sri Lankan Rupees.
6.5 Mode of Billing and Payment	Billings and payments in respect of the Services shall be made as follows;

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

(i). to remain effective until the advance payment has been fully set off, and

(ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing.

The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

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

c. The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between.

actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

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

e. Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.

f. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement (a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

(b). If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 Days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Any dispute between the Parties as to matters arising pursuant to Resolution the 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 1985.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	The addresses are: Client: Secretary Ministry of Environment "Sobadam Piyasa", No.416/C/1, Robert Gunawardana Mawatha, Battaramulla. Attention: Director (CC) Climate Change Secretariat, 06th Floor Ministry of Environment "Sobadam Piyasa", No.416/C/1 Robert Gunawardana Mawatha, Battaramulla. Telephone No. 0112034192 Fax No: 0112879978 Email: Consultant: Pl. fill as above Attention:
{1.8}	Not Applicable
1.9	The Authorized Representatives are: For the Client: Director (CC) Climate Change Secretariat, 06th Floor Ministry of Environment For the Consultant:
{2.1}	This contract shall come into effect from the date of signing the agreement
2.2	The date for the commencement of Services is with effect from the date of signing the agreement
2.3	The time period shall be 120 days from the date of signing the agreement
3.4	Not Applicable.
{3.5 (c)}	Not Applicable
{3.7 (b)}	The Consultant shall not use these documents, collected data etc for purposes unrelated to this

<table>
<tr><td></td><td>Contract without the prior written approval of the Client.</td></tr>
<tr><td>{5.1}</td><td>a) Access to the database and the web portal
b) Necessary reference materials
c) Access to existing AFOLU MRV system documentation and technical specifications
d) Coordination with relevant government agencies and stakeholders
e) Technical support from Climate Change Secretariat staff</td></tr>
<tr><td>6.1</td><td>The applicable option is: Option A</td></tr>
<tr><td>6.3(a)</td><td>The amount in Sri Lankan Rupees is :</td></tr>
<tr><td>6.3(b)</td><td>None</td></tr>
<tr><td>6.5</td><td>a. Payments shall be done based on the deliverables as given below:
<table>
<tr><th>Sq. No</th><th>Deliverables</th><th>Time Frame</th><th>Payment Instalment</th></tr>
<tr><td>1</td><td>Submission of inception report with work plan, including ETF alignment strategy and flexibility assessment</td><td>Within 14 days from the date of agreement signed</td><td>20%</td></tr>
<tr><td>2</td><td>Review Report on Existing AFOLU-MRV Assessment Frameworks with ETF compliance analysis</td><td>Within $1^1/2$ month from the date of agreement signed</td><td>25%</td></tr>
<tr><td>3</td><td>MRV Online Portal Assessment Report including functionality testing, compliance review, and improvement recommendations</td><td rowspan="3">Within 03 months from the date of agreement signed</td><td rowspan="3">30%</td></tr>
<tr><td>4</td><td>Quality Assurance and Verification System Design with QA/QC protocols and uncertainty assessment procedures</td></tr>
<tr><td>5</td><td>Stakeholder Engagement Report with public transparency mechanisms.</td></tr>
<tr><td>6</td><td>Comprehensive AFOLU-MRV Assessment Framework for Sri Lanka based on the guidelines provided with Training Material including National Inventory Arrangements, NDC tracking system, and ETF-compliant reporting templates</td><td>On or before the date of expiry of the contract</td><td>25%</td></tr>
</table>
b. An Advance Payment</td></tr>
</table>

	i. An advance payment of 20% of the contract value in Sri Lankan Rupees shall be made within 14 days from the date of signing the contract agreement upon submission of an advance payment guarantee issued by any commercial bank which is approved by the Central Bank of Sri Lanka. The advance payment will be fully set off by the Client in equal first 03 installments and the advance bank guarantee shall be released after the fully set of the advance payment. . ii. The advance payment guarantee shall be valid 149 days from the date of issued and it should be unconditional, on demand guarantee. iii. The advance payment guarantee should be addressed to "Secretary, Ministry of Environment" c. Delay of the submission of the deliverables on due dates would entitle the maximum levy of penalty of 0.01% of the contract fee of each deliverable and 0.5% shall charge for each additional delayed day up to 30 days.
6.5(c)	The interest rate is: Not Applicable
8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator: (a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.
	2 <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
	3. the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 ("Advance Payment") of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: ____

Name of Bank/Financial Institution: ________________________________
Address: ____
Date: ______________________

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B- REPORTING REQUIREMENTS

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

APPENDIX C- KEY PERSONNEL AND COLLABORATERS

Note: List under:

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

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

In case where Consultant will be paid based on the time spend by any Personnel, list here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D- BREAKDOWN OF CONTRACT PRICE

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):

(a) Per diem allowances for each of the Personnel for every day in which such Personnel shall be required to work outside the Location

(b) Communications: the cost of communications reasonably required by the Consultant for the purposes of the Services.

(c) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.

(d) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.

(€) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.

APPENDIX E- SERVICES AND FACILITIES PROVIDED BY THE CLIENT

1. Appropriate authorization/request letters will be provided facilitating required data collection.