MINISTRY OF FINANCE, PLANNING AND ECONOMIC DEVELOPMENT
DEPARTMENT OF PROJECT MANAGEMENT AND MONITORING (DPMM)

REQUEST FOR PROPOSALS

(RFP)

Selection of Consultancy Organization

following

Quality and Cost Based Selection (QCBS) Method

Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage"

RFP No: DPMM/RFP/2026/01

Date of Issue: November 2026

Name of the Procuring Entity:

Department of Project Management and Monitoring (DPMM), Ministry of Finance, Planning and Economic Development

The Secretariat, Colombo 01, Sri Lanka

Prepared in accordance with the Standard Request for Proposals (SRFP) for Selection of Consultancy Organizations issued by the National Procurement Agency and the Guidelines on Selection and Employment of Consultants of the Government of Sri Lanka

CONTENTS OF REQUEST FOR PROPOSAL

Section	Description	Footer Ref.
Section 1	Invitation for Request for Proposal (RFP)	IFRFP
Section 2	Instructions to Consultant (ITC)	ITC
	Data Sheet (including Technical Evaluation Criteria, Sub-criteria and Point System)	DS
Section 3	Technical Proposal – Standard Forms (TECH-1 to TECH-8)	TEC Forms
Section 4	Financial Proposal – Standard Forms (FIN-1 to FIN-5)	FIN Forms
Section 5	Terms of Reference (with Annexes 1–3)	TOR
Section 6	Standard Form of Contract	
	I. Form of Contract	CF
	II. General Conditions of Contract	GC
	III. Special Conditions of Contract	SC
	IV. Appendices A – F	App

Section 1. Invitation for Request for Proposal (RFP)

INVITATION FOR REQUEST FOR PROPOSALS (RFP)

MINISTRY OF FINANCE, PLANNING AND ECONOMIC DEVELOPMENT
DEPARTMENT OF PROJECT MANAGEMENT AND MONITORING (DPMM)

Selection of a Consultancy Firm to undertake an Independent Verification of Disbursement-Linked Indicator (DLI) Results under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage"

RFP No: DPMM/RFP/2026/01

The Ministry Consultants Procurement Committee (CPCM) of the Ministry of Finance, Planning and Economic Development, on behalf of the Department of Project Management and Monitoring (DPMM) the "Client", invites proposals to provide the above consulting services.

The Scope of the Consultancy

DPMM intends to contract an organization to provide technical assistance to the DPMM to (a) plan the DLI verification process, (b) design and undertake the DLI verification process for those indicators data quality audits as per the verification protocols, and (c) to produce timely and quality verification reports that will be sufficient / comprehensive enough to make decisions on disbursement.

The agency will conduct result verification through desk reviews and field visits (Usually once a year, during the period from January 15th to March 31st in each of the years 2027, 2028, 2029 and 2030) and prepare annual Results Verification Reports to the DPMM by March 31st of each year from 2027 - 2030. The verification will cover both desk reviews and field visits to all 9 provinces and the Ministry of Health institutions. A Draft report shall be submitted for discussion with the DPMM, following which the consultancy firm shall finalise and submit the report within the stipulated time frame to the DPMM.

Interested Consultancy firms should provide information demonstrating that they have the required relevant qualifications, proven experience in similar nature and adequate capacity and resources to perform the assignment.

Consultancy firms must meet the following minimum qualifications criteria:

- Should possess a valid Certificate of Business Registration as a consultancy Firm issued by Registrar of Companies/ Divisional Secretariat.
- Should have minimum five (05) years' experience in the field of Project Verification.
- Proven experience in conducting similar project verification related to the Government/ State owned Enterprises or any other institution.
- Positive financial standing and positive net worth over the past three (3) years.

Consultancy firm will be selected in accordance with the Quality and Cost Based Selection (QCBS) method set out in the Consultancy Procurement Guidelines - 2007.

Interested firms that meet the above mentioned qualifications could obtain the Request for Proposals (RFP) document, including the Terms of Reference (TOR) from the Department of Project Management & Monitoring, Ministry of Finance, Planning & Economic Development upon payment of a non-refundable fee of Rs.5,000.00 in cash. The RFP document may be obtained on any working day from 01.11.2026 to 30.11.2026, during working hours (0900h to 1500h).

Alternatively, applicants may access the English Version of the RFP document, including the TOR in English language from the official website of the Ministry (https://www.treasury.gov.lk). However, the documents available on the website are for reference purpose only.

Interested firms shall submit their Technical Proposal and the Financial Proposal in separately in two sealed envelopes. Both envelopes shall then be enclosed in a single sealed envelope and submitted either by registered post or by hand. The outer envelope shall be clearly marked '**Selection of a Consultancy Firm for Verification'** in the top left-hand corner.

The Estimated Value of the Assignment is Rs 56.0 Millon.

Proposals submitted by registered post or by hand, shall be deposited in the tender box kept at Third Floor, Department of Project Management & Monitoring Ministry of Finance, Planning & Economic Development, The Secretariat, Colombo – 01 on or before 1400h on 30th November 2026.

RFP applications will be opened immediately at the time of closing of bids and any applicant/or his authorized representative may be present the RFP opening.

A Pre-Proposal Meeting will be held on 06th November 2026 at 1130h at Room No 328 at Department of Project Management and Monitoring (DPMM), Ministry of Finance, Planning and Economic Development.

For further information or clarification, please contact the Director, Department of Project Management and Monitoring, Tel- +94 011-2034412, Email: peiris.dacd@pmmd.treasury.gov.lk from 0900 to 1600 hours during working days.

Late submissions will be rejected. Ministry Consultants Procurement Committee reserves the right to accept or reject any or all proposals.

The Chairman
Ministry Consultants Procurement Committee
Department of Project Management & Monitoring
Ministry of Finance, Planning & Economic Development
The Secretariat, Colombo – 01, Sri Lanka
01.11.2026

Section 2. Instructions to Consultant and Data Sheet

Instructions to Consultant

Definitions

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

b) "Consultant" means a legally-established professional consulting firm or an entity 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 the form of agreement, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.

d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific 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 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) "IFRFP" (Section 1 of the RFP) means the Invitation for RFP being sent by the Client to the 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 Invitation for Request for Proposal, in accordance with the method of selection specified in the **Data Sheet.**

1.2 The 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 meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting 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 meeting. 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 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 Competitive Advantage

1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all 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 Consultant 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 Consultant intends to associate with Consultants 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 misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

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

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

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) The Consultant may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture (JV) or as Sub- consultants

(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 in Form TECH-3 of Section 3 is not applicable.

(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. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical

Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes 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.

4. Submission, Receipt, and Opening of Proposals

4.1 The original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

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

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by 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 1400 hrs on 30th November 2026". 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, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

Evaluation of Financial

5.5 Following the ranking of technical Proposals as described under 5.2 above, the Client will examine the Financial Proposal of the first ranked

Proposals for QBS

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 – **Not Applicable**

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 x T% + Sf x 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 **– Not Applicable**

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 – **Not Applicable**
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 negotiated.
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 – **Not Applicable**

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 anti-fraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: Director General, **Department of Project Management and Monitoring (DPMM), Ministry of Finance, Planning and Economic Development**, The Secretariat, Colombo 01, Sri Lanka. Method of selection: **Quality and Cost Based Selection (QCBS)**, in accordance with the Guidelines on Selection and Employment of Consultants (NPA, 2007) and the Consultant Procurement Manual of the Government of Sri Lanka, as amended. Procurement Committee: Ministry Consultancy Procurement Committee (CPCM) of the Ministry of Finance, Planning and Economic Development.
1.2	The assignment is: **Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage".** Brief description: The Consultant shall act as the Independent Verification Agency (IVA) of the ADB-financed Results-Based Lending (RBL) Program (ADB Loan 4624-SRI and Grant 1032-SRI (Project No. 58017-001); total financing USD 106.9 million). It shall independently verify, through desk reviews and field verification in all nine (9) provinces and at institutions of the Ministry of Health and Mass Media (MOHMM), the results reported against the eight (8) Disbursement-Linked Indicators (DLIs) and their sub-indicators, applying the verification protocols of the Program Implementation Document (PID, April 2026), and shall submit annual Results Verification Reports with recommendations for full or prorated disbursement for the results periods 2026, 2027, 2028 and 2029, and a final completion report. Duration: forty-eight (48) months, starting from award of contract.
1.3	A pre-proposal meeting will be held: **Yes** Date: 06th November 2026 Time: 1130 hrs Venue: Room No 328, Department of Project Management and Monitoring, The Secretariat, Colombo 01 (participation through a virtual link will be facilitated on request made at least two days in advance). The Client's representative is: Dilani, Director, Department of Project Management and Monitoring. Address: Department of Project Management and Monitoring, Ministry of Finance, Planning and Economic Development, The Secretariat, Colombo 01, Sri Lanka

Paragraph Reference	
	Telephone: +94 112044412 Mobile No: +94 761262215 E-mail: peiris.dacd@pmmd.treasury.gov.lk
1.4	The Client will provide the following inputs and facilities: a) Program Implementation Document (PID, April 2026), DLI verification protocols, disbursement schedule and other RBL Program documents, and the annual DLI results/progress reports submitted by the Program Coordination Office (PCO), MOHMM and the nine (9) Provincial Directorates of Health Services (PDHS); b) Letters of introduction and coordination to facilitate access to, and data and records of, MOHMM, PCO, PDHS and RDHS offices, Base Hospitals (Type A & B), MSD, FHB, NMRA, MRI, Epidemiology Unit, State Pharmaceuticals Corporation, Finance Commission and other relevant agencies; c) Technical guidance through the Technical Advisory Committee (TAC) appointed by the DPMM, including review and clearance of the methodology, sampling, data collection tools and reports; d) Meeting facilities at the DPMM for TAC meetings and consultations, and a designated DPMM focal officer for day-to-day liaison; e) Note: office accommodation, equipment, transport and field logistics for the Consultant's Personnel are **not** provided by the Client and shall be included in the Consultant's proposal.
1.8	Proposals must remain valid until hundred and twenty **(120) days** after the proposal submission deadline stated in paragraph 4.5.
1.12	Consultants, their Sub-Consultants and their associates shall not be under a declaration of ineligibility (debarment) by the Government of Sri Lanka at the date of submission of Proposals or at the date of Contract award (to be confirmed in Form TECH-1A).
1.13	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this Proposal and during execution of the assignment (Form FIN-1).
2.1	Clarifications may be requested not later than **fourteen (14) days** before the submission date. The address for requesting clarifications is: Director General, Department of Project Management and Monitoring, Ministry of Finance, Planning and Economic Development, The Secretariat, Colombo 01, Sri Lanka. Telephone: +94 112044412 Mobile No: +94 761262215 E-mail: peiris.dacd@pmmd.treasury.gov.lk
3.3 (a)	Consultants may not associate with other Consultants:

Paragraph Reference	
3.3 (b)	A: QCBS method is used: The estimated number of key professional staff : Team Leader / Monitoring & Evaluation Specialist 01; Health Specialist 01; Data Analyst 01; Editor / Report Writer 01. In addition, the Consultant shall provide field verification staff of at least two (2) officers per province (one Data Collection Supervisor and one Field Verification Officer in each of the 9 provinces) and one Technical Officer for all provinces.
3.4	In addition to items (a)–(g) of ITC 3.4, the Technical Proposal shall include the documents listed in the checklist below. **Mandatory requirement (pass/fail):** The Consultant (or the lead member of a JV) shall have at least ten **(10) years** of past work experience in monitoring and evaluation. Proposals that do not demonstrate this requirement shall be considered non-responsive.
3.4 (g)	Training is a specific component of this assignment: **Not Applicable** (Orientation of the Consultant's own field verification staff on the protocols and tools is part of the Services.)
3.6	Breakdown cost of Activities required?: **Yes** – Form FIN-5 shall be completed for each group of activities: (A) Inception and methodology; (B) Verification Cycle 1 (2026 results); (C) Cycle 2 (2027 results); (D) Cycle 3 (2028 results); (E) Cycle 4 (2029 results); (F) Verification of incomplete results and final completion report.
3.7 / 3.8	**Currency:** All costs shall be priced in **Sri Lanka Rupees (LKR) only**. **Taxes:** The rates and prices shall include all taxes, duties and levies payable by the Consultant (including income tax and the Social Security Contribution Levy, where applicable), except Value Added Tax (VAT). VAT, if applicable, shall be shown separately in Form FIN-2 and the Consultant shall attach its VAT registration certificate.
4.3	Consultant must submit the; • One original and one copy of the Technical Proposal, • One original and one copy of the Financial Proposal
4.5	The Proposal submission address is: Director General, Department of Project Management and Monitoring, Ministry of Finance, Planning and Economic Development, The Secretariat, Colombo 01, Sri Lanka. The Proposals shall be deposited in the tender box kept at Room No 328, Department of project Management & Monitoring, The secretariat, Colombo - 01 or delivered by registered post. Proposals must be submitted no later than the following date and time: 1400 hrs on 30th November 2026.

<table>
<tr><th>Paragraph Reference</th><th></th></tr>
<tr><td></td><td>Technical Proposals will be opened immediately thereafter at Room No 328, Department of project Management & Monitoring, The secretariat, Colombo - 01 in the presence of the Consultants' representatives who choose to attend.</td></tr>
<tr><td>5.2</td><td>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:
<table>
<tr><th>No.</th><th>Criteria / Sub-criteria</th><th>Points</th><th>Total</th></tr>
<tr><td>(i)</td><td>Specific experience of the Consultant relevant to the assignment</td><td></td><td>10</td></tr>
<tr><td></td><td>a) Monitoring & evaluation / third-party monitoring assignments completed in the last 10 years</td><td>4</td><td></td></tr>
<tr><td></td><td>b) Independent verification of results / DLIs / performance indicators in results-based financing programs (e.g. ADB RBL, World Bank PforR, results-based grants)</td><td>4</td><td></td></tr>
<tr><td></td><td>c) Health sector M&E / data verification assignments in Sri Lanka involving data collection at health institutions</td><td>2</td><td></td></tr>
<tr><td>(ii)</td><td>Methodology and Work Plan (adequacy of the proposed approach, methodology and work plan in responding to the TOR)</td><td></td><td>30</td></tr>
<tr><td></td><td>a) Technical approach and methodology</td><td>18</td><td></td></tr>
<tr><td></td><td>b) Work plan</td><td>7</td><td></td></tr>
<tr><td></td><td>c) Organization and staffing</td><td>5</td><td></td></tr>
<tr><td>(iii)</td><td>Key professional staff qualifications and competence for the assignment</td><td></td><td>60</td></tr>
<tr><td></td><td>a) Team Leader / Monitoring and Evaluation Specialist</td><td>25</td><td></td></tr>
<tr><td></td><td>b) Health Specialist (Public Health)</td><td>15</td><td></td></tr>
<tr><td></td><td>c) Data Analyst</td><td>12</td><td></td></tr>
<tr><td></td><td>d) Editor / Report Writer</td><td>8</td><td></td></tr>
<tr><td colspan="3">Total points for the five criteria</td><td>100</td></tr>
</table>
The number of points to be assigned to each of the key positions shall be determined considering the following three sub-criteria and relevant percentage</td></tr>
</table>

Paragraph Reference	
	weights: (1) General qualifications – 25%; (2) Adequacy for the assignment – 60%; (3) Experience with similar institutes – 15%. Total weight: 100%. Detailed scoring guidelines are given in Tables DS-1 to DS-4 below. **The minimum technical score St required to pass is: 70 points including all three above.**
5.6	For the conversions to Sri Lankan Rupees: Not applicable – all prices shall be quoted in LKR.
5.7	The formula for determining the financial scores is the following: **Sf = 100 x Fm / F**, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. For this purpose, the "price" is the total of Remuneration and Other Expenses (item C of Form FIN-2), **excluding VAT and the Provisional Sums**. The weights given to the Technical and Financial Proposals are: **T = 0.80**, and **P = 0.20**. Combined score: S = St x 0.80 + Sf x 0.20.
6.1	Expected date and address for contract negotiations: 04th January 2027 at the Department of Project Management and Monitoring, The Secretariat, Colombo 01.
7.2	The option applicable is **Option A** – Lump-Sum (deliverable-based payments as per Clause SC 6.5).
7.3	Expected date for commencement of consulting services: 11th January 2027 (within fourteen (14) days of the Effective Date) at: Department of Project Management and Monitoring, Colombo 01, and verification sites in the nine (9) provinces and MOHMM institutions.

Table DS-1: Scoring of Criterion (i) – Specific experience of the Consultant

Sub-criterion	Evidence (Form TECH-2)	Points awarded
(i)(a) M&E / third-party monitoring assignments completed in the last 10 years (max. 4)	Completed assignments with client name, value, period	5 or more = 4; 4= 3; 3= 2; 2 = 1; Less than 2 = 0
(i)(b) Independent verification of results / DLIs / performance-based indicators (max. 4)	Assignments where the firm acted as verification agent or third-party verifier	4 or more = 4; 3=3, 2=2, 1 = 1; none = 0
(i)(c) Health sector M&E / verification in Sri Lanka with data collection at health institutions (max. 2)	Assignments in Sri Lanka health sector	2 or more = 2; 1 = 1; none = 0

Table DS-2: Scoring of Criterion (ii) – Methodology and Work Plan

Sub-criterion	Max. points	Aspects to be assessed
(ii)(a) Technical approach and methodology	18	
Understanding of the RBL Program, DLIs, verification protocols and disbursement rules (incl. partial achievement / prorated disbursement)	4	Clarity, accuracy and depth of understanding of the PID
Approach to verification of each DLI: desk review, site verification, triangulation of evidence, handling of incomplete results of previous periods	5	DLI-wise approach; consistency with PID protocols
Sampling design and fair / random selection of hospitals and institutions in the 9 provinces and at MOHMM institutions	4	Statistical soundness, transparency, independence
Data quality assurance, data protection, calculation of achievement and recommendation of disbursement amounts, reporting	5	Tools, QA checks, confidentiality, reporting format
(ii)(b) Work plan	7	
Realism of activities and consistency with the annual verification cycle (tools by 15 January, field work 15 January – 28 February, final report by 15 March) and Form TECH-8	4	Timeliness, sequencing, milestones
Provision for consultations with the Technical Advisory Committee, DPMM, MOHMM, provinces and ADB; client approvals	3	Stakeholder engagement plan
(ii)(c) Organization and staffing	5	

Sub-criterion	Max. points	Aspects to be assessed
Team structure incl. minimum 2 field verification officers per province, supervision, internal quality assurance and back-stopping	3	Adequacy of field and supervisory capacity
Consistency of staffing schedule (TECH-7) with the work plan and tasks (TECH-5)	2	Adequacy of inputs

Each aspect of criterion (ii) will be rated using the following scale:

Rating	% of max. points	Description
Very Good	100%	Fully responsive; demonstrates in-depth understanding and innovative, well-justified, assignment-specific proposals with clear detail.
Good	80%	Responsive to all aspects of the TOR with assignment-specific detail; minor weaknesses only.
Satisfactory	60%	Generally responsive but largely standard/generic; some aspects insufficiently detailed.
Poor	30%	Significant aspects of the TOR not addressed or inadequately addressed.
Not addressed	0%	Aspect not covered in the Proposal.

Table DS-3: Minimum qualifications of key professional staff (Criterion iii)

Position (points)	Minimum qualifications (TOR)	Min. experience	Specific experience valued
Team Leader / M&E Specialist (25)	Master's degree in data science, Public Health, Health Economics, Monitoring & Evaluation, Statistics or related field	10 years in M&E	Leading verification of results / DLIs or third-party monitoring of development-partner-funded programs; managing multi-province field verification teams
Health Specialist (15)	Master's degree in public health (MSc / MD in Community Medicine or equivalent)	5 years in public / preventive health programmes in Sri Lanka	Knowledge of Sri Lanka secondary care / base hospitals, quality & safety, disease surveillance and laboratory systems; supervision of health facility data collection
Data Analyst (12)	Bachelor's degree in engineering, Computer Science, Data Science, Statistics or related field	3 years in data analysis	Analysis of health / programme data, sampling, statistical software (e.g. Stata, R, SPSS, Python), data quality audits
Editor / Report Writer (8)	Bachelor's degree in a Science-related field	5 years in report writing, editing and formatting	Writing / editing evaluation or verification reports for government and development partners

Table DS-4: Scoring of key professional staff

Sub-criterion (applied to each key position)	Weight	Scoring guide (% of the sub-criterion weight)
1. General qualifications	25%	Below minimum degree = 0%; meets minimum degree = 70%; degree higher than minimum (e.g. PhD for Team Leader, Master's for other positions) or additional relevant professional qualification = 100%
2. Adequacy for the assignment	60%	Below minimum years = 0–30%; meets minimum years = 60%; minimum + 3 years = 80%; minimum + 5 years or more with directly relevant assignments (results verification / health M&E) = 100%
3. Experience with similar institutes (Government of Sri Lanka health sector institutions and development-partner-financed programmes)	15%	None = 0%; 1–2 relevant assignments = 60%; 3 or more relevant assignments = 100%
Total	**100%**	

Example: Team Leader (25 points) = 25 x [0.25 x (General qualifications %) + 0.60 x (Adequacy %) + 0.15 x (Similar institutes %)].

Table DS-5: Checklist of documents to be submitted with the Proposal

No.	Document	Envelope
1	Form TECH-1 Technical Proposal Submission Form and TECH-1A Declaration	Technical
2	Written power of attorney of the signatory	Technical
3	Certificate of incorporation / business registration (each JV member / associate)	Technical
4	Evidence of at least ten (10) years of experience in monitoring & evaluation work (mandatory)	Technical
5	Joint venture agreement or letter of intent (if applicable)	Technical
6	Forms TECH-2 to TECH-8 including signed CVs (TECH-6) of the four key staff	Technical
7	Release certification for any government employee proposed (ITC 1.6.3)	Technical
8	Electronic copy (PDF) of the Technical Proposal on a USB drive	Technical
9	Forms FIN-1 to FIN-5 and VAT registration certificate (if VAT is charged)	Financial

Section 3. Technical Proposal – Standard Forms

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

Form	Title
TECH-1	Technical Proposal Submission Form
TECH-1A	Declaration of Eligibility, Conflict of Interest and Availability of Key Staff
TECH-2	Consultant's Organization and Experience (A. Consultant's Organization; B. Consultant's Experience)
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client – **Not Applicable**
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Director General,
Department of Project Management and Monitoring,
Ministry of Finance, Planning and Economic Development,
The Secretariat, Colombo 01, Sri Lanka.

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for **Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage"** in accordance with your Request for Proposal No. DPMM/RFP/2026/01 dated November 2026 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant; delete in case no association is foreseen]*

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ……

Name and Title of Signatory: ……

Name of Consultancy Organisation: ……

Address: ……

Telephone / E-mail: ……

FORM TECH-1A DECLARATION OF ELIGIBILITY, CONFLICT OF INTEREST AND AVAILABILITY OF KEY STAFF

[To be signed by the authorized representative and attached to Form TECH-1. In the case of a joint venture / association, each member shall sign.]

We, *[name of Consultant]*, hereby declare that:

1. We, our associates, Sub-Consultants and Personnel are not under a declaration of ineligibility (debarment / blacklisting) by the Government of Sri Lanka, the National Procurement Commission, or the Asian Development Bank.
2. We have no conflict of interest as defined in ITC 1.6, including any involvement in the implementation of the RBL Program activities or reporting of results that are subject to verification under this assignment (in particular with the MOHMM, the Program Coordination Office or any Provincial Directorate of Health Services), and we have disclosed below any actual or potential conflict: *[state "None" or give details]* ……
3. The key professional staff named in Form TECH-5 are available to perform the Services for the period stated in Form TECH-7 and have confirmed their availability in writing (signed CVs attached).
4. None of the proposed Personnel is a current employee of the Client. Where a government employee is proposed, the written release certification required under ITC 1.6.3 is attached.
5. We have not offered or given, and will not offer or give, directly or indirectly, any inducement or reward to any person in connection with this selection process, and we have not engaged in any corrupt, fraudulent, collusive or coercive practice.
6. We will treat all data and information obtained during the Services, including any personal or patient-related information, as confidential in accordance with the Personal Data Protection Act No. 9 of 2022 and the Contract.

Authorized Signature [In full and initials]: ……

Name and Title of Signatory: ……

Name of Consultancy Organisation: ……

Address: ……

Telephone / E-mail: ……

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment, including: legal status and date/place of registration; ownership; core business and years of experience in monitoring and evaluation (minimum ten (10) years – mandatory); organizational chart; number of permanent professional staff by discipline; quality assurance and data protection systems; and offices / field presence in Sri Lanka.]

Name of Consultant (lead member)	
Legal status / Registration No. and date	
Address, telephone, e-mail, website	
Year of establishment / years in M&E work	
Number of permanent professional staff	
Name(s) of JV partner(s) / associates (if any) and their role	
Average annual turnover (last 3 financial years) – optional	

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm during last 10 years, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use maximum of 20 pages.]

Summary of similar assignments (to be used for scoring under Data Sheet criterion (i))

No.	Assignment name	Client / Financier	Contract value	Period (from–to)	Type*	Ref. page
1						
2						
3						
4						
5						
6						
…						

** Type: (a) M&E / third-party monitoring; (b) independent verification of results / DLIs; (c) health-sector M&E in Sri Lanka (more than one may apply).*

Details of each assignment (repeat for each assignment listed above)

Name of the Firm (or associate):			
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 firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

a) *Technical Approach and Methodology,*

b) *Work Plan, and*

c) *Organization and Staffing.*

a) Technical Approach and Methodology. 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. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. For this assignment, the following shall in particular be covered:

- *understanding of the RBL Program, the eight DLIs and sub-DLIs, the verification protocols, the partial-achievement rules (minimum 60%) and the calculation of prorated disbursement as set out in the PID;*
- *DLI-by-DLI verification approach (documents to be reviewed, information sources, site verification, triangulation, treatment of results not achieved in previous periods);*
- *sampling design and the procedure for fair and transparent selection of Base Hospitals and other institutions to be visited each year;*
- *data collection tools, data quality assurance, independence safeguards, protection of personal and patient data, and the structure of the annual Results Verification Report;*

b) Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports 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. You should propose the structure and composition of your team, including the field verification teams in the nine provinces (minimum two officers per province). You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff (Key Staff)				
Name of Staff	**Firm**	**Area of Expertise**	**Position Assigned**	**Task/s Assigned**
		Monitoring & Evaluation	Team Leader / M&E Specialist	
		Public Health	Health Specialist	
		Data analysis / statistics	Data Analyst	
		Report writing / editing	Editor / Report Writer	
Other Staff (Field Verification and Support Staff)				
Name / Number	Firm	Area of Expertise	Position Assigned	Task/s Assigned
(9 nos.)			Data Collection Supervisor (1 per province)	
(9 nos.)			Field Verification Officer (1 per province)	
(1No)			Technical Officer (1 per all provinces)	

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1.	Proposed Position [only one candidate shall be nominated for each position]:	
2.	Name of Firm [Insert name of firm proposing the staff]:	
3.	Name of Staff [Insert full name]:	
4.	Date of Birth: Nationality:	
5.	Education [Indicate university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:	
6.	Membership of Professional Associations:	
7.	Other Relevant Qualifications / Training:	
8.	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:	
9.	Countries of Work Experience:	

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment: dates of employment, name of employing organization, positions held]:*

From [Year]	To [Year]	Employer	Positions held (with brief description)

11. Detailed Tasks Assigned (per Form TECH-5) and **12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

11. Detailed tasks assigned	**12. Work undertaken that best illustrates capability (name of assignment/project, year, location, client, main project features, positions held, activities performed)**

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I confirm that I will be available to perform the Services for the period stated in Form TECH-7 of the Proposal.

…… [Signature of staff member]
Date:

…… [Signature of authorized representative of the Consultant]
Full name of authorized representative:
Date:

FORM TECH-7 STAFFING SCHEDULE

No.	Name of Staff / Position	Office / Field	Year 1 (Oct 2026 – Sep 2027)				Year 2 (Oct 2027 – Sep 2028)				Year 3 (Oct 2028 – Sep 2029)				Year 4 (Oct 2029 – Sep 2030)				Total staff-month input		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Office	Field	Total
National – Key Professional Staff																					
1	[Name] Team Leader / M&E Specialist	[Office]																			
		[Field]																			
2	[Name] Health Specialist	[Office]																			
		[Field]																			
3	[Name] Data Analyst	[Office]																			
		[Field]																			
4	[Name] Editor / Report Writer	[Office]																			
		[Field]																			
Subtotal – Key Professional Staff																					
National – Other Staff (by category)																					
5	Data Collection Supervisors (9)	[Field]																			

No.	Name of Staff / Position	Office / Field	Year 1 (Oct 2026 – Sep 2027)				Year 2 (Oct 2027 – Sep 2028)				Year 3 (Oct 2028 – Sep 2029)				Year 4 (Oct 2029 – Sep 2030)				Total staff-month input		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Office	Field	Total
6	Field Verification Officers (9)	[Field]																			
7	Technical Officer	[Field]																			
Subtotal – Other Staff																					
Foreign (only if expatriate staff is proposed)																					
TOTAL																					

Notes: (1) For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category. (2) Periods are counted from the start of the assignment; indicate staff input in staff-months per quarter (in the form of a bar chart or figures), separately for office and field work. Full-time input: ▬▬ Part-time input: - - -. (3) Indicative key staff input: 40 staff-months (Data Sheet 3.3(b)). (4) Annual field verification takes place between 15 January and 28 February (Q2 of each year).

FORM TECH-8 WORK SCHEDULE

No.	Activity	Year 1, 2027 (Result period - Oct 2026 – Sep 2027)				Year 2, 2028 (Result period - Oct 2027 – Sep 2028)				Year 3, 2029 (Result period - Oct 2028 – Sep 2029)				Year 4, 2030 (Result period - Oct 2029 – Sep 2030)			
		Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.
1	Mobilisation; review of PID and RBL Program documents; meetings with DPMM, MOHMM, PCO and ADB																
2	Inception Report (incl. review of verification protocols and methodology) and draft Verification Report template – by 20 and 25 January 2027																
3	Consultation with Technical Advisory Committee and stakeholders; finalization of methodology and report format																
4	DQA Annual Verification Planning Frame including Detailed data collection plan, sampling, data collection tools – by 30 Jan each year																
5	Desk review and field verification in 9 provinces and MOHMM institutions – 30 Jan to 28 Feb each year																
6	Data analysis, calculation of achievement and prorated disbursement																
7	Draft Results Verification Report and discussion with DPMM / TAC																

No.	Activity	Year 1, 2027 (Result period - Oct 2026 – Sep 2027)				Year 2, 2028 (Result period - Oct 2027 – Sep 2028)				Year 3, 2029 (Result period - Oct 2028 – Sep 2029)				Year 4, 2030 (Result period - Oct 2029 – Sep 2030)			
		Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.	Jan.	Feb.	Mar.	Apr.
8	Final Annual Results Verification Report – by 15 Mar each year																
9	Ad hoc / additional verification requests (as instructed by DPMM)																
10	Verification of incomplete results and Final Completion Report – by 30 Sep 2030																
11	[Other activities proposed by the Consultant]																

Notes: (1) Indicate all main activities of the assignment, including delivery of reports (inception, annual data collection plans and tools, draft and final verification reports, final completion report) and other benchmarks such as Client approvals. (2) Duration of activities shall be indicated in the form of a bar chart; the Consultant may present the schedule by month in an attachment. (3) Activities 4–8 recur in each of the four annual verification cycles.

SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS

[Comments in brackets [ ] provide guidance to the 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 and the Data Sheet. All amounts shall be stated in **Sri Lanka Rupees (LKR)**. The Contract will be a lump-sum (Option A) contract with deliverable-based payments; the breakdowns in Forms FIN-3 to FIN-5 are required for evaluation, for determining payments for any additional services (GC 6.4) and for Appendix D of the Contract.

Form	Title
FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration
FIN-4	Breakdown of Other Expenses (Reimbursable / Out-of-Pocket Expenses)
FIN-5	Breakdown of Costs by Activity (required under Data Sheet 3.6)

Note: The Appendix "Financial Negotiations – Breakdown of Remuneration Rates" of the SRFP applies only to Quality-Based Selection and is therefore not used in this RFP.

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Director General,
Department of Project Management and Monitoring,
Ministry of Finance, Planning and Economic Development,
The Secretariat, Colombo 01, Sri Lanka.

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for **Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results (Independent Verification Agency) under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage"** in accordance with your Request for Proposal No. DPMM/RFP/2026/01 dated November 2026 and our Technical Proposal. Our attached Financial Proposal is for the sum of:

Description (from Form FIN-2)	Amount (LKR)
C. Remuneration and Other Expenses (evaluated price, excluding VAT and Provisional Sums)	
D. Provisional Sums	
F. Value Added Tax (VAT) @ …… %	
G. Total Financial Proposal (C + D + F)	

Total amount in words: *[Insert amount of item G in words]*
……

[Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.]

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.

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

Name and Address of Agents	Amount (LKR)	Purpose of Commission or Gratuity

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."]

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

Yours sincerely,

Authorized Signature [In full and initials]: ……

Name and Title of Signatory: ……

Name of Firm: ……

Address: ……

VAT Registration No. (if applicable): ……

FORM FIN-2 SUMMARY OF COSTS

Item	Cost component	Amount (LKR)
A	Remuneration (from Form FIN-3)	
B	Other Expenses (from Form FIN-4)	
C	**Sub-total (A + B) – Evaluated price for Data Sheet 5.7**	
D	Provisional Sums	
E	Total before VAT (C + D)	
F	Value Added Tax (VAT) @ …… % on E (if applicable)	
G	**Total Costs of Financial Proposal (E + F) – carried to Form FIN-1**	

Notes: (1) All taxes, duties and levies other than VAT (including income tax and the Social Security Contribution Levy, where applicable) shall be included in items A and B. (2) Items A, B and C shall agree with the totals of Forms FIN-3, FIN-4 and FIN-5. (3) Provisional Sums are not evaluated and will be paid only on the Client's written instruction at actual cost.

FORM FIN-3 BREAKDOWN OF REMUNERATION

Name	Position	Input (Staff-months)	Staff-month Rate (LKR)	Amount (LKR)
Key Professional Staff				
	Team Leader / M&E Specialist			
	Health Specialist			
	Data Analyst			
	Editor / Report Writer			
			Sub-total – Key Professional Staff	
Other Staff (by category)				
(9 nos.)	Data Collection Supervisors			
(9 nos.)	Field Verification Officers			
	Other support staff – Technical Officer (Civil Works)			
			Sub-total – Other Staff	
			Total Remuneration carried to FIN-2 (Item A)	

Notes: Professional staff should be indicated individually; support staff should be indicated per category. Positions of professional staff shall coincide with the ones indicated in Form TECH-5, and inputs with Form TECH-7. Staff-month rates shall be fixed for the duration of the Contract and include salary, social charges, overheads and fee.

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

No.	Description	Unit	Quantity	Unit Cost (LKR)	Amount (LKR)
1					
2					
3					
4					
5					
6					
8					
9					
10					
11					
Total Other Expenses carried to FIN-2 (Item B)					

FORM FIN-5 BREAKDOWN OF COSTS BY ACTIVITY

Part 1 – Summary by group of activities

Group	Group of Activities (Phase)	Period	Remuneration (LKR)	Other Expenses (LKR)	Total (LKR)
A	Inception and methodology	Jan 2027			
B	Verification Cycle 1 – 2026 results (data collection plan & tools, field verification, report)	Jan 2027 – Mar 2027			
C	Verification Cycle 2 – 2027 results	Apr 2027 – Mar 2028			
D	Verification Cycle 3 – 2028 results	Apr 2028 – Mar 2029			
E	Verification Cycle 4 – 2029 results	Apr 2029 – Mar 2030			
F	Verification of incomplete results and Final Completion Report	Apr – Sep 2030			
Total (shall equal Item C of Form FIN-2)					

Part 2 – Detailed breakdown (complete one table for each group of activities A to F)

Group of Activities (Phase): …… Description: ……

No.	Description	Unit	Quantity	Unit Cost (LKR)	Amount (LKR)
Remuneration [insert name of staff below]					
1		Month			
2		Month			
3		Month			
4		Month			
Sub-total Remuneration					
Other Expenses [list the items]					
1					
2					

No.	Description	Unit	Quantity	Unit Cost (LKR)	Amount (LKR)
3					
4					
				Sub-total Other Expenses	
				Total for Activity Group	

Notes: Name/s of activity groups should correspond to those indicated in Form TECH-8. If applicable change "Month" to Day/Hour.

Section 05 - Terms of Reference

Results Verification Agency (Health Sector)

for
Verification of Health Sector Results reported under the Strengthening Integrated Health Care and Governance for Universal Health Coverage Program 2025 to 2030 financed by the Government and the ADB

1.Background

Health status. Sri Lanka achieved significant improvements in people's health status with life expectancy at birth at 78.6 years for females and 72 years for males and high human development index of 0.78 points in 2022. Achieving universal health coverage (UHC) is the highest-level objective of the health sector of Sri Lanka since its independence in 1948, and Sri Lanka has steadily progressed towards UHC to 67 in 2021. Sri Lanka provides healthcare services free of cost at point of delivery to all citizens at the preventive, primary, secondary and tertiary care levels. Each preventive area is served by a medical officer of health and a field based preventive health team. Curative healthcare is provided through a three-level system of hospitals connected by care pathways: tertiary and secondary hospitals where medical care is provided under the direction of specialist physicians, and primary health care facilities services are provided by medical officers. The total workforce is 162,557 with 2756 specialist medical officers and 23,999 medical officers (109 medical officers per 100,000 population) and 53,283 nurses (242 nurses per 100,000 population) in 2023. There are 1034 primary care institutes, 82 secondary care hospitals, 48 tertiary and specialized hospitals with a total bed count of 90,323 beds with 6.9 million hospital admissions, 31.6 million clinic visits and 55.2 million outpatient visits in 2023.

Health Governance. Health services are a devolved subject as per the Constitution and primary and secondary care is delivered at the local level by nine (9) provincial councils and tertiary care at the central level. Each province has a Provincial Directorate of Health Services led by a Provincial Director of Health Services (PDHS), and there is a total of 26 Regional Directorates of Health Services led by a Regional Director of Health Services (RDHS). Each RDHS area is sub divided to medical officer of Health areas (total of 358 Medical Officer of Heath areas). The Ministry of Health (MOH) is responsible for planning and stewardship, pharmaceutical supply chain management for the entire country, management of all training institutes under the health sector, and the service provision of tertiary health care services via management of approximately 41 tertiary care hospitals across the country with a bed capacity of 42,897 in 2023 while the Provincial Councils manage the 1034 primary care institutes with beds 21,425, 75 secondary care hospitals with 18,800 specialist care beds.

Project financing : The ADB is providing a Results based loan (RBL) for USD 100 million and with a Pandemic Fund grant of USD 6.9 million effective since November 2025 to close in mid 2030. The scope of the RBL program (USD 106.9 million) is within the component of **integrated secondary health care of the** National Strategic Framework for Development of Health Services (2016 to 2030). The proposed loan will support results achieved at both the central and provisional

levels and strengthen the government-owned program to improve coordination and integration within health sector (primary care and tertiary care levels) and with non-health stakeholders for providing elderly care including palliative and rehabilitation care, disease surveillance and prevention of diseases and includes measures to strengthen governance in the sector. A comprehensive secondary health care service package will benefit the total population living across the country as these secondary care hospitals function as first referral hospitals located in 82 cities across the 26 districts in the 9 provinces.

The RBL Program implementation document is accessible via the following link: https://www.adb.org/sites/default/files/project-documents/58017/58017-001-pam-en_0.pdf).

The RBL program's impact will be to have a healthier population with UHC that contributes to the economic, social, mental, and spiritual development of Sri Lanka. The outcome will be to improve efficiency and quality of ***secondary health services*** as first referral care for ensuring Universal Health Coverage.

The program outcome will be measured by 2 outcome level indicators:

1. DLI 1: Average waiting time of patients for 3 elective surgeries (cataract, hernia repair and hysterectomy) (disaggregated by sex) at first referral hospitals (type A and B base hospitals) reduced by 30%
2. DLI 2: Surgical site hospital-acquired infections per 10,000 admissions (disaggregated by sex) at first referral hospitals (type A and B base hospitals) reduced by 40%

The RBL program has 3 outputs.

Output 1: First referral care services enhanced. This output will address the gaps in services at secondary hospitals that provide first referral services across the country. There are three DLIs under this output to measure implementation progress.

3. DLI 3: **DLI 3: Planning, monitoring, budgeting and human resource management capacity of health sector strengthened: with** endorsement of costed provincial secondary care improvement action plans, institutionalization of health technology assessments for new medical equipment and pharmaceuticals, approval of national guidelines for provision of care at secondary health services, and improvement of healthcare workforce management; The DLI 3 is measured using 5 sub DLIs: DLi3a to DLI 3e.
4. DLI 4: Patient-centered secondary care services with quality, safety, climate resilience measures enhanced by improving the access to day surgery option, rehabilitation, and NCD diagnostic services, improving services for children, youth, gender, elderly, and disability-friendly and other vulnerable populations, and introducing quality, safety, biomedical waste management, and climate resilience measures in secondary hospitals; and
5. DLI 5: Care pathways linking first referral hospitals for selected high burden diseases formalized through institutionalizing the shared care cluster service delivery approach

between secondary and primary health care facilities and the patient referral and back referral care pathways.

Output 2: Pandemic prevention, preparedness, and response enhanced. This output will address identified gaps in pandemic prevention, preparedness and response related activities. There is one DLI under this output to measure implementation progress.

6. DLI 6: Notifiable disease surveillance and quality assurance of public health laboratories improved with the establishing of the Sri Lanka Centre for Disease Control, enabling early warning of notifiable diseases, and improving quality assurance of pathology, biochemistry, haematology and microbiology laboratories.

Output 3: Health sector technical capacity and pharmaceutical supply chain management improved. This output will address measures related to improving transparency and governance in the sector. There are two DLIs under this output to measure implementation progress:

7. DLI 7: Logistics capacity and quality assurance of the pharmaceuticals enhanced through improving the storage condition of pharmaceuticals with climate proofing measures and expanding capacity of quality assurance laboratories of National Medicines Regulatory Authority and its network.
8. DLI 8: Procurement management capacity enhanced by expediting the digitization of government procurement and introducing good procurement practices in the health sector.

Disbursement of Funds to the Government under the RBL

As it is a RBL, disbursements will be made against ***verified results*** each year as identified in the Table 1 below and detailed in Annex 1: Disbursement Linked Indicators. Each DLI is tagged for different percentages of the total loan as shown in the Table 1 below and the value of the annual targets under each DLI is defined in Annex 2: Disbursement Schedule.

Table 1: Disbursement-Linked Indicators and Allocations

Indicator	**Disbursement Allocated** ($ million)	**Share of Total ADB Financing** (%)
Outcome		
1. The average waiting time of patients for selected elective surgeries (disaggregated by sex) at first referral hospitals (BHs A&B) reduced by 30% from baseline.	6.0	5.61
2. The percentage of selected Hospital Acquired Infections (disaggregated by sex) at first referral hospitals (BHs A&B) reduced by 40% from baseline.	6.0	5.61

Indicator	Disbursement Allocated ($ million)	Share of Total ADB Financing (%)
Output 1		
3. Planning, monitoring, budgeting and human resource management capacity of health sector strengthened	17.5	16.00
4. Patient-cantered secondary care services with quality, safety, climate resilience measures enhanced	29.0	27.13
5. Care pathways linking first referral hospitals for selected high burden diseases formalized	23.0	22.0
Output 2		
6. Notifiable disease surveillance and quality assurance of public health laboratories improved.	6.9	6.45
Output 3		
7. Logistics capacity and quality assurance of the pharmaceuticals enhanced.	9.0	8.42
8. Procurement management capacity enhanced.	9.5	8.89
Total	**106.9**	**100.0**

ADB = Asian Development Bank, BH = Base Hospital.
Source: Asian Development Bank.

The MoH, supported by a Project Coordinating Unit, is responsible for reporting on the Project results with data collected from various institutions of the MoH and the Provincial Health Institutions. To ensure the data quality and authenticity of the information reported under the DLIs, the Department of Project Management and Monitoring (DPMM) in collaboration with IVA will be responsible for verifying the information and data reported. A verification report from the DPMM will be submitted to the Department of External Resources (ERD) and in turn to the ADB for making the financial decision on disbursement.

The Technical Advisory Committee for ADB RBL Verification

The DPMM will establish a Technical Advisory Committee to provide technical inputs to the selected consultancy firm. This gives the opportunity for the firm to best understand the verification protocol given in the PID and to get clearance of the data collection tools, check list development, finalizing sampling each year and in facilitating to analyse the results received, to interpret the findings and when providing recommendations for prorated disbursement during the contracted period.

The DPMM appointed Technical Advisory Committee will consist of 6 members. The committee will be chaired by the Additional Director General or DG of the DPMM , the members will include: a representative from the DPMM, a representative from the ADB RBL Program Coordinating Committee of the Ministry of Health and ADB team representative.

The verification agency will carry out all tasks related to planning, sampling, site visits and calculation of the verified results, drafting of the final results report under the technical guidance of the Technical Advisory Committee.

Procurement Entity

The Project Management and Monitoring Department (DPMM) of the Ministry of Finance is responsible for monitoring donor funded projects in Sri Lanka across all sectors. The DPMM will hire the services of a consulting firm as the 'Independent Verification Firm' to serve as the independent verification agent., with recommendations for releasing total or proportionate funds as defined in the verification protocol (Annex 3: Verification Protocols). The funds required for the external firm will be borne by the DPMM, Ministry of Finance, Planning and Economic Development, Government of Sri Lanka. The Verification firm will be hired for a period of 4 years to carry out an annual verification of the reported results and any other ad hoc verification requests made in consultation with the ADB and the MOHMM. **The contracted firm will be supervised by the DPMM.** The expenses related to logistic support of officers of the DPMM for supervision of firm activities will also be included in the costing of the verification firm.

The verification findings of the external verification agency under the supervision of the DPMM will be considered final and the Verification report annually in the second week of March each year will be submitted to ERD and DGHS and Program Director of the RBL, the DGHS, for further submission to ADB for funds release.

The DPMM intends to hire the services of an Agency to support the verification of the health sector results for a period of 4 years from September 2026 to September 2030.

2. Objective of the verification

DPMM shall procure a verification firm to provide support to the verification including, (a) Annual Data Quality Assessment plan for the selected DLI verification process, (b) design and undertake the DLI verification process for those indicators data quality audits as per the verification protocols, and (c) to produce timely verification reports that will be sufficient/comprehensive enough to make decisions on disbursement.

3. Scope of Work:

DPMM intends to contract an organization to provide technical assistance to the DPMM to (a) plan for the DLI verification process, (b) design and undertake the DLI verification process for those indicators data quality audits as per the verification protocols, and (c) to produce timely and quality verification reports that will be sufficient / comprehensive enough to make decisions on disbursement.

The agency will carry out field-based and Desk review based Results verifications (from time to time but usually once each year, from January 15 to February 28 in years 2027, 2028, 2029 and 2030) and prepare annual Results verification reports to the DPMM by March 15 in the years 2027, 2028, 2029 and 2030. The verification will include both desk reviews and field visits to

each of the 9 provinces and the MOH institutions and will submit a Draft report for discussion with the DPMM and thereafter a final report each year by end.

Detailed Tasks:

The selected consultancy should provide technical assistance to achieve the objectives of the assignment, including but not necessarily limited to the following tasks:

1. The Agency will best understand the RBL program by reviewing the RBL project Information Document (PID) and other Project documents, in discussion with the DPMM, MoH and with ADB officials.

2. The Verification agency will establish the Data verification team to consist of at the minimum of 2 officers per province and 4 key staff as the (1) Team Leader, ideally a Monitoring and Evaluation Specialist to manage the verification process , (ii) a Health Specialist for managing and planning the verification and for facilitating data collection and supervision,(iii) A Data Analyst to review data against each DLI and sub DLI and calculate the result achievement level and to work out the prorated payment amounts the results received. (iv) Report writer :The report writing will be led by a Report writer and / or the Team Leader.

3. The Team will review the proposed methodology for verifying each of the indicators (described in the verification protocol and will suggest revisions by TAC as needed. After agreed with the TAC, it is required to submit Data Quality Audit (DQA) planning frame for each year including sample methodology, sample selection, time frame for field visit etc.. The TAC will ensure a fair selection of hospitals for verification each year for each of the indicators from the reported institutions who have carried out the work. The verification will include review of documents, site visits based on the results to be achieved.

   Under this assignment, the DQA is limited to the DLRs. The purpose of the DQA is not to reproduce the reported data or provide certification of its accuracy within a defined confidence interval.

   The objective of the DQA is to,

   Verify the quality of the data (for each reported indicator) at selected sites, within each of the provinces (the provinces are the "program areas" as defined by the DQA methodology).

4. The results that will be reported each year from Period 1 to Period 4 is given below.

For Period 1 (from January 2026 to December 2026) Results: Verification Agency will develop the methodology to verify the following results for 2026 as agreed with the TAC, with the field work to be completed by end February 2027. (The result in brackets in bold are the respective years result for each of the indicators).

Table 1: DLI and Results for 2026 period (Period1) *(The result in brackets in **bold** italics is the respective years result for each of the indicators).*

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DLI No	Description	Result to be Verified in 2027 (details in PID)
DLI3b:	Concurrence by the Finance Commission and DGHS of the 10 costed detail *annual plans* for next year's investments in first referral hospitals *(BHs A and B) under provinces (9) and MOHMM (1) respectively*	***Yes - 10 annual plans for Provinces and MOHMM***
DLI 3c:	Health Technology Assessment process for new medical equipment and new pharmaceuticals institutionalized with the introduction of 7 of the 8 initiatives	***At least 2 of the 8***
DLI 3d:	Approved 8 national guidelines for the provision of services at BHs A&B.	***all 8 plans***
DLI 4a:	% of BHs A&B implements quality and safety measures	***50% of BHs with 3 initiatives introduced***
DLI 5a:	% of BHs A&B that have defined clusters, including for sharing of laboratory services, for empaneled populations based on cluster circular	***At least 75% of clusters***
DLI 5b:	% of clusters (with BH A or Bs as Apex) with a functioning digital information system	***At least 10% of clusters***
DLI 6a:	Sri Lanka Centre for Disease Control functional	**10% constructed**
DLI 6b:	Medical Research Institute MRI building renovations completed	**Detailed cost estimate submitted**
DLI 6c:	% of hospitals updating / reporting notifiable diseases via the GIS based early warning system	***at least 30% of clusters***
DLI 6d:	% of BHs A&B that use the External Quality Assurance system of the MRI at all 4 labs of the Pathology, Biochemistry, Haematology and Microbiology.	***at least 50% of BHs***
DLI 7a:	% of identified stores of MSD and FHB that have renovated pharmaceutical storage facilities	***Cost estimates available***
DLI 7b:	The National Quality Assurance Laboratory of NMRA has obtained ISO/IEC 17025.	***Cost estimates available***
DLI 8a:	% of procurement entities of the MOHMM and 9 PDHS offices that complete all *3 of these steps*: (i) has the master procurement plan updated in th eGP system PROMISe.lk (ii) has the annual procurement plan in the eGP system PROMISe.lk (ii) utilizes PROMISe.lk for all RFQ contracts identified in the annual Procurement Plan. (MOHMM activities)	***At least 50% MOHMM PEs***
DLI 8c:	Standard Bidding Documents (SBDs) for Pharmaceuticals and Medical equipment (i) developed (ii) 50% of pharmaceutical and medical equipment contracts have used the pharmaceutical and medical equipment SBDs (excluding buy-back).	***Developed***
DLI 8d:	% change in the average time taken from request to initiation of repairs/service etc. of a building or a medical equipment at centrally managed hospitals	***10% reduction***

For Period 2 (from January 2027 to December 2027) Results: Verification Agency will develop the methodology to verify the following results for 2027 as agreed with the TAC, and the results that were incomplete for the previous year 2026, with the field work to be complete by end February 2028.

Table 2: DLI and Results for 2027 period (Period2) *(The result in brackets in **bold** italics is the respective years result for each of the indicators).*

DLI No	Description	Result to be Verified in 2028 (details in PID)
DLI 3b:	Concurrence by the Finance Commission and DGHS of the 10 costed detail *annual plans* for next year's investments in first referral hospitals *(BHs A and B) under provinces (9) and MOHMM (1) respectively.*	***10 annual plans for Provinces and MOHMM***
DLI 3e:	Health human resource (i) databases adopting the National ID number operational at MOHMM and Provinces, (ii) HRH unit functional at MOHMM	***Yes***
DLI 4b:	% BHs A&B provide all identified services related to women, children, youth, elderly, and persons with disabilities	***40% with all initiatives***
DLI 4c	% BHs A&B with facilities available for Lipid Profile, HBA1c and Troponin I tests	***At least 50%)***
DLI 5b:	% of clusters (with BH A or Bs as Apex) with a functioning digital information system	***at least 20%***
DLI 5c:	% of BHs A&B that have a functional Patient Information Centre	***At least 50%, 3 criteria***
DLI 6a:	Sri Lanka Centre for Disease Control functional	**Functional**
DLI 6b:	Medical Research Institute MRI building renovations completed	100%
DLI 6c:	% of hospitals updating / reporting notifiable diseases via the GIS based early warning system	***At least 60%***
DLI 6d:	(% of BHs A&B that use the External Quality Assurance system of the MRI at all 4 labs of the Pathology, Biochemistry, Haematology and Microbiology	***At least 75%***
DLI 8a:	(% of procurement entities of the MOHMM and 9 PDHS offices that complete all *3 of these steps*: (i) has the master procurement plan updated in th eGP system PROMISe.lk (ii) has the annual procurement plan in the eGP system PROMISe.lk (iii) utilizes PROMISe.lk for all RFQ contracts identified in the annual Procurement Plan	***At least 50% Provinces PEs***
DLI 8b:	No. of Framework Agreements signed for pharmaceuticals and medical supplies (excluding buy back)	**at least 10**

For Period 3 (from January 2028 to December 2028) Results: Verification Agency will develop the methodology to verify the following results for 2028 as agreed with the TAC and the results that were incomplete for the previous years 2026, 2027, with the field work to be complete by end February 2029.

Table 3: DLI and Results for 2028 period (Period 3) *(The result in brackets in **bold** italics is the respective years result for each of the indicators).*

DLI No	**Description**	**Result to be Verified in 2029 (details in PID)**
DL!3b:	Concurrence by the Finance Commission and DGHS of the 10 costed detail *annual plans* for next year's investments in first referral hospitals *(BHs A and B) under provinces (9) and MOHMM (1) respectively*	Yes – ***10 annual plans for Provinces and MOHMM***
DLI 3c	Health Technology Assessment process for new medical equipment and new pharmaceuticals institutionalized with the introduction of 7 of the 8 initiatives	***At least 4 of the 8 initiatives achieved***
DLI 4a	% of BHs A&B implements quality and safety measures	***50% with 5 initiatives***
DLI 4d:	% of BHs A and B with functional physiotherapy / rehabilitation unit	***At least 40%***
DLI 4e	% of BHs A&B that have obtained Environment Protection Licence and and Scheduled Waste Management Licence from the Central Environmental Authority	***At least 50%***
DLI 4f	% of identified BHs A & B have renovated /expanded/ repaired staff quarters	***At least 20%***
DLI 4g	% of secondary hospitals (BHs A&B) that provide day surgical services	**At least 20%**
DLI 4h	No of BHs A&B that have met the criteria of the National Laboratory Quality Standard of MOHMM (1 per province)	***At least 5 labs***
DLI 4i	% of BHs A&B that have introduced at least 8 of the 9 climate resilient measures	***At least 10% with 5 initiatives***
DLI 5d:	% of BHs A&B that have improved facilities (infrastructure, equipment, training, linkages) for at least 5 care pathways out of the identified 15 areas	***At least 60%***
DLI 7c:	The % change of number of tests that can be performed by the NMRA (NMQAL) directly or via laboratories under MOUs/Agreements in line with the established risk-based sampling and testing approach.	***90% increase from base line***
DLI 8d:	% change in the average time taken from request to initiation of repairs / service etc. of a building or a medical equipment at centrally managed hospitals	***20% reduction***

For Period 4 (from January 2029 to December 2029) Results: Verification Agency will develop the methodology to verify the following results for 2029 as agreed with the TAC and the results that were incomplete for the previous years 2026, 2027,2028, with the field work to be complete by end February 2030.

Table 4: DLI and Results for 2029 period (Period 4) *(The result in brackets in **bold** italics is the respective years result for each of the indicators).*

DLI No	Description	**Result to be Verified in 2030 (details in PID)**
DLI 1:	The average waiting time of patients for 3 elective surgeries (cataract, hernia by sex) and hysterectomy) at first referral hospitals (BHs A&B) reduced by 30%	***30% reduction from baseline***
DLI 2:	Surgical site hospital-acquired infections per 10,000 admissions (disaggregated by sex) at first referral hospitals (type A and B base hospitals) reduced by 40%	***40% reduction from baseline***
DLI 3b	Concurrence by the Finance Commission and DGHS of the 10 costed detail *annual plans* for next year's investments in first referral hospitals *(BHs A and B) under provinces (9) and MOHMM (1) respectively*	**Yes**
DLI 3c:	Health Technology Assessment process for new medical equipment and new pharmaceuticals institutionalized with the introduction of 7 of the 8 initiatives	***At least 7 of the 8 initiatives achieved)***
DLI 4b	% BHs A&B provide all identified services related to women, children, youth, elderly, and persons with disabilities	***at least 60% with all initiatives***
DLI 4f:	% of identified BHs A & B have renovated /expanded/ repaired staff quarters	***At least 40%***
DLI 4g:	% of secondary hospitals (BHs A&B) that provide day surgical services	***At least 40%***
DLI 4h:	No of BHs A&B that have met the criteria of the National Laboratory Quality Standard of MOHMM (1 per province)	***At least 9 labs***
DLI 4i:	% of BHs A&B that have introduced at least 8 of the 9 climate resilient measures	***At least 20% of 5 initiatives***
DLI 5e:	The number of care pathways that have at least 1 circular/guideline defining the standard package of care, 1 referral and back referral guideline and 1 training programme developed and uploaded to the Continuous Professional Development (CPD) system.	***10 number of pathways***
DLI 7a	% of identified stores of MSD and FHB that have renovated pharmaceutical storage facilities	***at least 50%***
DLI 7b	The National Quality Assurance Laboratory of NMRA has obtained ISO/IEC 17025.	***Yes***
DLI 8c:	Standard Bidding Documents (SBDs) for Pharmaceuticals and Medical equipment (i) developed (ii) 50% of pharmaceutical and medical equipment contracts have used the pharmaceutical and medical equipment SBDs (excluding buy-back).	**50%**

5. The team will develop a format for the final report and agreed with TAC based on the requested information.

6. The team will discuss the methodology and the Annual final report format with TAC and submit the final methodology to DPMM.

7. Based on the methodology, each year from 2027, during the period Jan 15 to end February, the verification team will carry out desk reviews, field work to the provinces or to locations in Colombo to verify the results based strictly on the methodology provided in the agreed DQA plan based on the verification protocol in Annex 3.

8. The Team will draft the final report with recommendations for funds disbursement (partial achievement is approved if at least 60% of the agreed results are achieved, given in the verification protocol) based on the achievement for each of the DLIs for each year by mid March in the years 2027, 2028, 2029, and 2030 and a completion report in September 2030.

Deliverables and Payment details:

Produce timely and quality verification reports, through:

•Administrative support to the DPMM to produce the verification reports. To conclude the verification process in a timely and quality manner, the DPMM will require support in the production of the verification report under the agreed format. The final responsibility for confirming and sending the report to the MoH, ERD, and ADB remains with the DPMM.
•The report may be circulated in pdf format. The DPMM may request a limited number of physical printouts to facilitate its review and approval.

Outputs by the consultant	% of the total contract value	% of the total contract value in terms of year			
		2027	2028	2029	2030
On approval of inception report : 4.0 % of total contract value , one-time payment.	4.0	4.0			
DRAFT Verification Results Report Template - 6.0 % of total contract value, one-time payment	6.0	6.0			
On approval of the DQA Annual Planning Frame – 40% of the total contract value, paid based on the annual DQA reports as per the agreed annual percentages for four years (2027, 2028,2029 and 2030)	40.0	8.5	9.5	10.5	11.5
On submission and approval of the Annual Results Verification report on completion of the verification of Disbursement Linked Indicators for the respective year - 26% of the total contract value	25.0	5.5	6.0	6.5	7.0
On submission of completion report for the entire contract period: 25% of total payment, one-time payment.	25.0				25.0
Total Percentage	100.0	24.0	15.5	17.0	43.5

Payments will be made by the DPMM within 21 days of acceptance of submitted documents.

Support to be provided to the selected consultant

1. Access to the MoH and within the provinces, including official clearances required, will be facilitated by the DPMM and, as needed, by the MoH/PMU.
2. The verification protocol and pre-developed verification survey checklist provided by the TAC
3. Technical clarifications will be provided by the TAC as and when required.
4. Meetings with the DPMM staff and TAC can take place in the DPMM office.
5. The selected consultant is expected to utilize his/her resources, such as human, physical, and IT facilities, transportation, meeting space, stationery requirements, etc… within his/her financial proposal

Duration of the Assignment:

The duration of the consultancy will be for 4 years from the date of contract award.
The contract will be deliverable-based, and the payment schedule is given above.

Institutional Arrangements and Approval of Outputs

Legal or administrative issues concerning the contract or payment shall be handled by the DPMM Day-to-day supervision and the approval of all outputs shall be the responsibility of the DPMM. The DPMM will be able to approve payments with the endorsement of TAC on the specific milestone.
The DPMM will seek the TAC concurrence on specific outputs as required. The ADB is not a direct party to the contract. Any questions or queries related to the assignment will be referred to the TAC.

Qualifications and Skills:

The selected agency will need to have at least 10 years of past work experience in monitoring and evaluation work. Experience of working in the health sector will be beneficial.

There should be at least 4 key personnel in the team as given below. Each of the candidates CVs need to be attached to the detailed proposal.

- Team Leader/ Monitoring and Evaluation Specialist with at least a master's degree in data science/ Public Health/ Health Economics/ Project Management/ Social sciences/ Monitoring and Evaluation etc. or related field with a minimum 10 years of experience in M&E. Should prove the skills in reporting, compilation, getting consensus finalization of drafts, etc.

  Or

  Minimum 5 years of experience in M&E and Track record of working with the Sri Lanka public health experience, including the administrative public health data and reporting systems for at least 5 years;

- Health Specialist in the team with at least a master's degree in public health and with a minimum 5 years of with expertise in Public Health / Preventive Health Programs in Sri Lanka.
- Data Analyst with a Degree in Engineering, Computer Science, Data Science or related field and at least 3 years of experience in Data analysis.
- Editor /writer with a Degree in Science related field and atleast 5 years of report writing, editing, formatting, expertise.

Experience in similar works

1. Track record of having conducted audits of data quality for at least 2 major projects/programs;
2. Experience managing surveys, particularly involving health facilities, including access to field interviewers, data collection, and quality management is an advantage.
3. Experience working on international development projects is an advantage.

Assignment value: Rs 56.0 million

Annex 1: Disbursement Linked Indicators

From Project Information Document Apr 2026: https://www.adb.org/projects/documents/sri-58017-001-pam-0: Pages: 12 to 17.

Annex 2: Disbursement Schedule

From Project Information Document Apr 2026: https://www.adb.org/projects/documents/sri-58017-001-pam-0: Pages: 47 to 52

Annex 3: Verification Protocols
From Project Information Document Apr 2026: https://www.adb.org/projects/documents/sri-58017-001-pam-0: Pages: 19 to 43

Section 6. Standard Form of Contract

CONSULTANT'S SERVICES – LUMP-SUM

Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results (Independent Verification Agency) under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage"

between

Department of Project Management and Monitoring (DPMM), Ministry of Finance, Planning and Economic Development

and

[Name of the Consultant]

Contract No: …… Dated: ……

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, the **Director General, Department of Project Management and Monitoring, Ministry of Finance, Planning and Economic Development, The Secretariat, Colombo 01, Sri Lanka** (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consists 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"), namely the Consultancy Services for the Independent Verification of Disbursement-Linked Indicator (DLI) Results (Independent Verification Agency) under the ADB-financed Results-Based Lending Program "Strengthening Integrated Health Care and Governance for Universal Health Coverage";

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a. The General Conditions of Contract;
   b. The Special Conditions of Contract;
   c. The following Appendices:

Appendix	Title	Status
Appendix A	Description of Services	Used
Appendix B	Reporting Requirements	Used
Appendix C	Key Personnel and Sub-Consultants	Used
Appendix D	Breakdown of Contract Price	Used
Appendix E	Services and Facilities Provided by the Client	Used
Appendix F	Form of Advance Payment Guarantee	Not used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
   a. the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   b. the Client shall make payments to the Consultant 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 the Department of Project Management and Monitoring	**For and on behalf of [name of Consultant]**
……	……
[Authorized Representative]	[Authorized Representative]
Name:	Name:
Designation:	Designation:
Witnesses:	Witnesses:
1. ……	1. ……
2. ……	2. ……

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories: "For and on behalf of each of the Members of the Consultant: [name of member] [Authorized Representative]; [name of member] [Authorized Representative]".]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time.

(b) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.

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

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Day" means calendar day.

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

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

(h) "GC" means these General Conditions of Contract.

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

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

(k) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. "Foreign Personnel" means such professionals and support staff that at the time of being so provided had their domicile outside Sri Lanka; "National Staff" means such professionals and support staff who at the time of being so provided had their domicile inside Sri Lanka; and "Key Personnel" means the Personnel referred to in Clause GC 4.2.

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

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

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

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

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

(q) "In writing" means communicated in written form with proof of receipt.

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

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

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

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

1.6 Notices

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

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

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

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of Days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No 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

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) Days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.

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

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.8 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

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

2.7.5 Payment upon Termination

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

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

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

2.7.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

(a) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

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

4.2 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) Days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.3 Working Hours, Overtime, Leave, etc.

In case where Consultant will be paid based on the time spend by any Personnel the Working hours and holidays for such Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside Sri Lanka shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Sri Lanka as is specified in Appendix C hereto. Such Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the

Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:

(a) Provide where applicable, the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange where applicable, for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Sri Lanka.

(c) Facilitate where applicable, prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government agencies all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2.

5.3 Services and Facilities

(a) The Client shall make available free of charge to the Consultant the professional and support counterpart personnel, Services and Facilities listed under Appendix E.

(b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) how the affected part of the Services shall

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

5.4 Counterpart Personnel

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

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

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

6. PAYMENTS TO THE CONSULTANT

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

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

OPTION A (Clause 6.2 to 6.6 below are applicable)

6.2 Lump-Sum Payment

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

6.3 Contract Price

(a) The price payable in Sri Lankan Rupees is set forth in the SC.

(b) The price payable in foreign currency/currencies is set forth in the SC – **Not Applicable**

6.4 Payment for Additional Services

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

6.5 Terms and Conditions of Payment

Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance

payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments proportionate to the payments made to the Consultant. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.6 Interest on Delayed Payments

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

OPTION B (Clause 6.2 to 6.5 below are applicable)

6.2 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D.

(b) Except as may be otherwise agreed under Clause GC 2.4 and subject to Clause GC 6.2(c), payments under this Contract shall not exceed the ceilings in Sri Lankan Rupees and foreign currency.

(c) Notwithstanding Clause GC 6.2(b) hereof, if pursuant to any of the Clauses GC 5.2, 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.2(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.2(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.3 Remuneration 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).

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

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

staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

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

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

6.4 Currency of Payment

Local currency payments shall be made in Sri Lankan Rupees.

6.5 Mode of Billing and Payment

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

(a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

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

(c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in

the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

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

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

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

(b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days

after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 Days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

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

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:** Director General, Department of Project Management and Monitoring, Ministry of Finance, Planning and Economic Development, The Secretariat, Colombo 01, Sri Lanka Attention: Dilani/ Director Telephone: +94 7112622515 E-mail: peiris.dacd@pmmd.treasury.gov.lk **Consultant:** [Name and address of Consultant] Attention: …… Telephone: …… E-mail: ……
1.8	The Member in Charge is [insert name of lead member]. *(Applicable only if the Consultant is a joint venture / consortium / association; otherwise this clause shall be deleted.)*
1.9	The Authorized Representatives are: For the Client: **Director General, Department of Project Management and Monitoring** (or an officer authorized in writing by the Director General) For the Consultant: [Name, designation]
2.1	The Effectiveness conditions are: (i) signing of the Contract by both Parties; and (ii) submission by the Consultant of evidence of the insurance required under Clause SC 3.4.
2.2	The date for the commencement of Services is **fourteen (14) Days** from the Effective Date.
2.3	The time period shall be **forty-eight (48) months** from the Effective Date, such other period as the Parties may agree in writing.
3.3	Supplement to GC 3.3: The Consultant shall comply with the Personal Data Protection Act No. 9 of 2022. Personal and patient-identifiable data shall be accessed only to the extent necessary for verification, shall not be removed from health institutions without authorization, shall be anonymized in all reports, and all data collected shall be handed over to the Client and deleted from the Consultant's systems at the end of the Contract (except one archival copy retained under GC 3.7(b)).
3.5 (c)	The other actions are: (i) any change to the approved verification methodology, sampling frame or list of institutions selected for verification; and (ii) any communication of verification findings to parties other than the Client – both require the Client's prior written approval after consultation with the Technical Advisory Committee.

<table>
<tr><th>Number of GC Clause</th><th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th></tr>
<tr><td>3.6 (b)</td><td>Supplement to GC 3.6(b): Final reports shall be delivered in electronic form (editable MS Word / Excel files and PDF) on a USB storage device, in addition to the hard copies specified in Appendix B.</td></tr>
<tr><td>3.7 (b)</td><td>The Consultant shall not use these documents, data and software for purposes unrelated to this Contract without the prior written approval of the Client. The Client may share all reports and data with the Asian Development Bank, the External Resources Department, the MOHMM and other Government agencies.</td></tr>
<tr><td>5.1</td><td>Not applicable.</td></tr>
<tr><td>6.1</td><td>The applicable option is: Option A (Lump-Sum).</td></tr>
<tr><td colspan="2">OPTION A</td></tr>
<tr><td>6.3 (a)</td><td>The amount in Sri Lankan Rupees is: LKR [[……]] (in words: ……), comprising:
(i) Lump-sum amount for the Services (Remuneration and Other Expenses): LKR ……;
(ii) Provisional Sums:
(iii) Value Added Tax (if applicable): LKR …… .</td></tr>
<tr><td>6.3 (b)</td><td>The amount in foreign currency or currencies is: None.</td></tr>
<tr><td>6.5</td><td>Payments shall be made according to the following schedule (no advance payment shall be made):
<table>
<tr><th>No.</th><th>Due date</th><th>Deliverable to be approved</th><th>% of lump-sum (excl. PS)</th></tr>
<tr><td>1</td><td>20 Jan 2027</td><td>On submission and approval of Inception report for the Assignment</td><td>4.0 %</td></tr>
<tr><td>2</td><td>25 Jan 2027</td><td>On submission DRAFT Verification Results Report Template</td><td>6.0%</td></tr>
<tr><td>2</td><td>30 Jan 2027</td><td>On submission and approval of the DQA Annual Planning Frame including detailed data collection plan, data collection tools etc.</td><td>8.5%</td></tr>
<tr><td>3</td><td>15 Mar 2027</td><td>On submission and approval of the 2026 Annual Results Verification Report on completion of the verification of Disbursement Linked Indicators for the respective year</td><td>5.5%</td></tr>
</table>
</td></tr>
</table>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

4	30 Jan 2028	On submission and approval of the DQA Annual Planning Frame including detailed data collection plan, data collection tools etc.	9.5%
5	15 Mar 2028	On submission and approval of the Annual Results Verification Report on completion of the verification of Disbursement Linked Indicators for the for the year 2027	6.0%
6	30 Jan 2029	On submission and approval of the DQA Annual Verification Planning Frame including detailed data collection plan, data collection tools etc	10.5%
7	15 Mar 2029	On submission and approval of the Annual Results Verification Report by ADB on completion of the verification of Disbursement Linked Indicators for the for the year 2028	6.5%
8	30 Jan 2030	On submission and approval of the DQA Annual Planning Frame including detailed data collection plan, data collection tools etc.	11.5%
9	15 Mar 2030	On submission and approval of the Annual Results Verification Report by ADB on completion of the verification of Disbursement Linked Indicators for the for the year 2029	7.0%
10	30 Sep 2030	On submission of and approval of Final completion of assignment Report for the entire contract period : one time payment	25.0%
		Total	**100%**

(a) Each payment is subject to the Client's written approval of the respective deliverable, after review (including by the Technical Advisory Committee where applicable). The Client shall communicate approval or comments within fourteen (14) days of receipt of a deliverable.

(b) Payments shall be made within **twenty-one (21) days** of the approval of the deliverable and receipt of a valid invoice (with VAT invoice, if applicable).

(c) Provisional Sums shall be used only on the Client's written instruction and paid at actual cost, without mark-up, against receipts and supporting documents together with the next due payment.

(d) Statutory deductions (e.g. withholding tax, where applicable) will be made in accordance with the Applicable Law.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.6	The interest rate is: **Not applicable (nil)**.
8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator. 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 the High Court of Sri Lanka to nominate the arbitrator for the matter in dispute. 2. **Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 3. The arbitration shall be conducted in Colombo, Sri Lanka, in the English language, under the Arbitration Act No. 11 of 1995. 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.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

The Services shall comprise the Terms of Reference in Section 5 of the RFP, as finalized during contract negotiations, together with the Consultant's Technical Proposal (approach, methodology, work plan and staffing) as agreed. The Services shall be performed at the DPMM, Colombo 01, and at the MOHMM institutions, PDHS / RDHS offices, Base Hospitals (Type A & B) and other institutions in the nine (9) provinces selected for verification. Tasks requiring the Client's approval: inception report, methodology and sampling, data collection plan and tools, report template, draft and final Results Verification Reports, and the Final Completion Report.

APPENDIX B – REPORTING REQUIREMENTS

No.	Report	Due date	Recipients	Number of copies / format
1	Inception Report and draft Results Verification Report template	20 Jan 2027, 25 Jan 2027,	DPMM; TAC members	3 hard copies + electronic
2	DQA Annual Planning frame including Detailed data collection plan, data collection tools and e (each cycle)	30 Jan 2027, 2028, 2029, 2030	DPMM; TAC members	3 hard copies + electronic
3	Draft annual Results Verification Report (for discussion with DPMM / TAC)	End February each year	DPMM; TAC members	Electronic
4	Final annual Results Verification Report with DLI-wise verified results and recommended full / prorated disbursement	15 Mar 2027, 2028, 2029, 2030	DPMM (for ERD, DGHS and RBL Program Director / ADB)	5 hard copies + electronic (Word / Excel / PDF)
5	Ad hoc verification reports (if instructed)	As agreed	DPMM	3 hard copies + electronic
6	Final Completion Report (incl. verification of incomplete results)	30 Sep 2030	DPMM; ERD; DGHS; ADB	5 hard copies + electronic
7	Data sets, completed checklists and evidence files	With each final report	DPMM	Electronic

APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

Position	Name (to be inserted at negotiations)	Minimum qualifications	Estimated input (staff-months)
Team Leader / M&E Specialist			
Health Specialist			
Data Analyst			
Editor / Report Writer			
Data Collection Supervisors (9) and Field Verification Officers (9)			
Technical Officer			
Approved Sub-Consultants (if any): ……			

The final inputs shall be as agreed at negotiations and shall be consistent with Form TECH-7 of the Consultant's Proposal.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE

The breakdown of the lump-sum Contract Price shall be as per the negotiated Forms FIN-2 to FIN-5 of the Consultant's Financial Proposal, summarized as follows:

Item	Description	Amount (LKR)
A	Remuneration (monthly rates for Key Personnel and other Personnel as per FIN-3)	
B	Other Expenses (as per FIN-4)	
C	Lump-sum for the Services (A + B)	
D	Provisional Sums	
E	VAT (if applicable)	
F	**Contract Price (C + D + E)**	

APPENDIX E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

1. PID, RBL Program documents and DLI results reports of the PCO, MOHMM and nine PDHS.
2. Letters of introduction and coordination for access to institutions, records and officials.
3. Technical guidance and timely review of deliverables through the Technical Advisory Committee.
4. A designated DPMM focal officer (liaison personnel) and meeting facilities at the DPMM.
5. Office accommodation, transport, equipment and other logistics are not provided by the Client.

APPENDIX F – FORM OF ADVANCE PAYMENT GUARANTEE

Not used – no advance payment is provided under this Contract (Clause SC 6.5).