

**MINISTRY OF TRANSPORT, HIGHWAYS AND URBAN
DEVELOPMENT
ROAD DEVELOPMENT AUTHORITY**

**Baseline Road Extension Project – Phase III (From Kirulapona Junction
to Dutugemunu Street on Colombo – Horana Road (0.86km)**

REQUEST FOR PROPOSALS

**SELECTION OF AN INDIVIDUAL CONSULTANT
TO
SERVE AS THE MATERIAL ENGINEER
FOR
CONSTRUCTION SUPERVISION OF**

**Baseline Road Extension Project – Phase III (From Kirulapona
Junction to Dutugemunu Street on Colombo – Horana Road (0.86km)**

September 2026

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**MINISTRY OF TRANSPORT, HIGHWAYS AND URBAN DEVELOPMENT
ROAD DEVELOPMENT AUTHORITY**

**BASELINE ROAD EXTENSION PROJECT – PHASE III (FROM KIRULAPONA JUNCTION TO
DUTUGEMUNU STREET ON COLOMBO – HORANA ROAD (0.86KM)**

INVITING APPLICATIONS FOR DOMESTIC INDIVIDUAL CONSULTANTS

Road Development Authority (RDA) under the Ministry of Transport, Highways and Urban Development intends to recruit experienced and qualified Sri Lankan national individuals for the following posts to enhance its team engaged in Construction Supervision/Contract Administration of the Baseline Road Extension Project – Phase III (From Kirulapona Junction to Dutugemunu Street on Colombo – Horana Road (0.86km)

S. No	Post	Required No.	Maximum Age Limit (Yrs.)
1	Resident Engineer	01	65
2	Procurement and Contract Management Specialist	01	65
3	Senior Quantity Surveyor	01	65
4	Site Engineer	02	65
5	Material Engineer	01	65

Applications are invited from experienced and qualified individuals. The application submission forms, the Terms of Reference (TOR), including the qualifications/experience requirements, and the Conditions of Contract related to each post could be obtained free of charge from the Unit Head, Baseline Road Extension Project Phase III, 1st Floor, Sethsiripaya Stage 1, Battaramulla on written request within working days or by downloading from www.rda.gov.lk & www.mohsl.gov.lk from **03.09.2026 to 18.09.2026**.

The consultants are selected on the basis of their qualifications, experience, and performance. The remuneration is negotiable, and the contract will be on an assignment basis initially for a period of 365 days starting within the 3rd quarter of 2026 and extendable on requirement, subject to the performance of the Consultant.

Dully completed application/s together with complete Bio-Data and copies of relevant documentary proof of experience and qualifications should be handed over or sent under registered post to reach the Unit Head, Baseline Road Extension Project Phase III, 1st Floor, Sethsiripaya Stage 1, Battaramulla on or before **2.00 pm on 18.09.2026**. The Proposals will be opened **2.15 pm** at the place of submission on **18.09.2026**.

The Post applied shall be written on the top left-hand corner of the envelope.

Further information can be obtained from the office of the Unit Head, Baseline Road Extension Project Phase III, on 011 2869091.

Chairman
Department Consultant Procurement Committee
Road Development Authority
“Maganeguma Mahamedura”
Denzil Kobbekaduwa Road
Battaramulla

**APPLICATION SUBMISSION FORM FOR
THE POST OF THE MATERIAL ENGINEER**

SECTION A :- TECHNICAL PROPOSAL SUBMISSION FORM

1. Proposed Position :.....
2. Name of Consultant :.....{Insert full name}.....
3. Date of Birth :.....{dd/mm/yy}.....
4. Citizenship :.....
5. NIC No :.....
6. Current Resident Address and Contact details

Address :.....
.....

Land phone :.....

Mobile phone :.....

Fax No. :.....

Email :.....

7. Educational Qualification

Name of Institution	Qualification obtained	Date of Obtainment

a. Academic Qualification [PhD/ BSc/ MSc/ PG Dip]:

b. Other Qualification [Diploma or any NVQ]:

Name of Institution	Qualification obtained	Date of Obtainment

c. Other Trainings *[indicate significant training undergone after Educational Qualification – period more than 2 weeks]:*

Name of Institution	Qualification obtained	Date of Obtainment

8. Membership of Professional Association:

Name of Institution	Qualification obtained	Date of Obtainment

9. Indicate Languages *[For each language, indicate proficiency:(good, fair, or poor) in speaking, reading, and writing]*

	English	Sinhala	Tamil
Spoken			
Reading			
Writing			

10. Employment records: **Maximum 5 pages** *[Please attach total employment records (after graduation) separately].*

[Starting with the present position, list in reverse order. Please provide dates, name of employer, titles of positions held, type of employment (full time, part time, contractual), types of activities performed, and location of the assignment, and clients/employer reference and their contact details.]

a. Outside Sri Lanka

Period	Title (post) & Type of Employment	Employer & Contact Details	Type of activity performed & location
[e.g., May 2020-present]		M/S ABC & Pvt Ltd For references: Tel...../e-mail.....; Mr.	

b. Within Sri Lanka

Period	Title (post) Type of Employment	Employer & Contact Details	Type of activity performed & location
[e.g., May 2020-present]		M/S ABC & Pvt Ltd For references: Tel...../e-mail.....; Mr.	

11. Working Experience: *[Starting with the present position, list in reverse order. Please provide dates, name of employer, titles of positions held, type of employment (full time, part time,*

contractual), types of activities performed, and location of the assignment, and clients/employer reference and their contact details.]

a. Working Experience in Road/Highways/Expressways

Period	Title (post) & Type of Employment	Employer & Contact Details	Type of activity performed & location
[e.g., May 2020-present]		M/S ABC & Pvt Ltd For references: Tel...../e-mail.....; Mr.	

b. Working Experience in the field of Contract Management/Procurement

Period	Title (post) & Type of Employment	Employer & Contact Details	Type of activity performed & location
[e.g., May 2020-present]		M/S ABC & Pvt Ltd For references: Tel...../e-mail.....; Mr.	

14. Certification

I, the undersigned, certify to the best of my knowledge and belief that;

- This CV correctly describes my qualifications and experience
- I have not been debarred by any Client in the History.
- I certify and confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the Terms of Reference.
- I do not have any conflict of interest related to this procurement.
- I certify that I am presently in good physical and mental health condition, that I am physically fit to undertake the assignment required by my contract with the Client, and I do not have any physical and/or mental disability that could impair my ability to satisfactorily complete this assignment.
- I also agree to submit a medical certificate and/or other evidence if and when required by Client to prove the above statement.
- I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

.....
[Signature of Consultant]

Name:-.....

Date:-.....(Day/Month/Year)

**APPLICATION SUBMISSION FORM FOR
THE POST OF MATERIAL ENGINEER**

SECTION B:- FINANCIAL PROPOSAL SUBMISSION FORM

1. I, the undersigned, offer to provide consultancy services in the capacity of **Material Engineer** in accordance with the Request for Proposal and Conditions of Contract dated at the rates/prices stated in the following financial proposal.

Description	Unit	Qty.	Rate (LKR)	Amount (LKR)
Basic remuneration-A	Months	12		
Other expected Payments-B (If applicable, please submit breakdowns separately)				
Total Amount (without VAT)- Sub Total C=A+B	~	~	~	
Total Amount (without VAT) in words.....				

2. My Bank Account details.

Name of the Bank :-.....
Branch :-.....
Account Name :-.....
Account No :-.....

3. The above proposals shall be valid for a period of 120 Calendar Days from the date of submission and be binding up on me subject to modification resulting from arithmetical correction and negotiation.

4. I understand that you are not bound to accept any proposal you receive.

.....
[Signature of Consultant]

Name:-.....

Date:-.....(Day/Month/Year)

MINISTRY OF TRANSPORT, HIGHWAYS & URBAN DEVELOPMENT
ROAD DEVELOPMENT AUTHORITY
Baseline Road Extension Project – Phase III (From Kirulapona Junction to Dutugemunu Street on
Colombo – Horana Road (0.86km)
ENGAGEMENT OF MATERIAL ENGINEER FOR
CONSTRUCTION SUPERVISION OF
Baseline Road Extension Project – Phase III

TERMS OF REFERENCE (TOR)

A. Background

Baseline Road Extension Project Phase III as a new trace with six-lane carriageway from Kirulapone Junction to Dutugamunu Street on the Colombo–Horana Road (0.86 km), including the construction of an underpass bridge and the reconstruction of a single-cell box culvert.

- B.** The works on Baseline Road Extension Project – Phase III scheduled to be commenced in end of September 2026 and are expected to be completed and opened for traffic within the first quarter of 2028. For this purpose, the Employer (*for the purpose of the construction contract*)-Road Development Authority (RDA) of the Ministry of Highways awarded Contract to local Contractors procured on a competitive bidding procedure with local funds.
- C.** Further, the Bids have already been invited, evaluations completed and approval yet to be received from High Level Procurement Committee.
- D.** The Client -RDA (*for the purpose of consultancy contract*) having its staff released to unit office and with few outside staff (*who are not available within the cadre of RDA*) recruited through assignment basis and BOQ provision, has established a Team for carrying out Construction Supervision/Contract Administration of Baseline Road Extension Project Phase III under International Federation of Consulting Engineers (*FIDIC*) Conditions of Contract for ‘Construction for Building and Engineering Works Designed by the Employer. The Team is headed by the Director General of RDA as the Engineer for the purpose of civil work contracts, supported by other members having a Resident Engineer/Engineer’s Representative. However, the said Team requires a few more individuals to further strengthen its current composition in order to undertake Baseline Road Extension Project Phase III.
- E.** Accordingly, the RDA requires the service of a qualified and experienced domestic (Sri Lankan national) expert for the post of **Material Engineer** as per this TOR.

F. Objectives

The objective of the assignment is to provide technical support to the Employer in ensuring that all construction materials and related works comply with the approved design, technical specifications, contract requirements, and applicable standards through effective quality assurance and quality control during the implementation of the Baseline Road Extension Project Phase III

A. Scope of Service

The Material Engineer will have all functions and responsibilities delegated by the Resident Engineer in accordance with the General and Particular Conditions of the Contract of the Civil Work contracts.

The Scope of Service shall include, but not be limited to, the following;

- I. Review the material specifications, technical requirements, and approved mix designs stipulated in the contract documents.
- II. Verify the suitability and quality of all construction materials proposed by the Contractor before their incorporation into the works.
- III. Review and recommend approval of material sources, quarries, borrow pits, asphalt plants, concrete batching plants, and crushing plants.
- IV. Review and verify the Contractor's Quality Assurance/Quality Control (QA/QC) procedures and Inspection and Test Plans
- V. Monitor material sampling and testing to ensure compliance with the contract specifications and relevant standards.
- VI. Witness laboratory and field tests carried out by the Contractor and verify the accuracy and reliability of test results.
- VII. Review and validate laboratory test reports, field test reports, and material compliance certificates.
- VIII. Conduct periodic inspections of laboratories and testing equipment to ensure proper calibration and compliance with required standards.
- IX. Verify compliance of pavement materials, concrete, aggregates, reinforcement, structural fill, embankment materials, and other construction materials with the approved specifications.
- X. Identify non-conforming materials or workmanship and recommend appropriate corrective and preventive actions.
- XI. Provide technical advice to the Employer on material-related issues, quality improvements, and resolution of technical problems encountered during construction.
- XII. Participate in inspections, quality audits, technical meetings, and site visits as required by the Employer.
- XIII. Review quality-related documentation submitted by the Contractor and provide recommendations to the Engineer.
- XIV. Prepare periodic quality assurance reports highlighting test results, quality issues, non-conformities, corrective actions, and recommendations.
- XV. Assist the Employer in evaluating material-related claims, variations, and disputes whenever required.
- XVI. Ensure that all quality assurance activities are carried out in accordance with the Conditions of Contract, technical specifications, and applicable national and international standards.
- XVII. Perform any other material engineering and quality assurance duties assigned by the the Employer in connection with the successful implementation of the project.

B. Required Qualifications, Experience, and Competencies

Qualifications & Experience

The **Material Engineer** BSc in Material Engineering with a minimum of 10 yrs (or equivalent qualifications), with experience in major projects. He/she shall possess 05 years of experience

in a similar capacity with experience in Highways/Expressways. His qualifications shall be acceptable to practice in Sri Lanka.

Competencies

- a. Overall professionalism, integrity, and commitment
- b. Good problem-solving skills and ability to apply good judgement
- c. Ability to work efficiently with minimal direction
- d. Analytical skills and document drafting skills
- e. Good interpersonal skills and ability to establish and maintain effective working relations
- f. Experience in claims, contract disputes, and resolution procedures.
- g. Experience with FIDIC Conditions of contract
- h. Excellent knowledge of the English language with written and oral.

C. Facilities provided by Client-RDA

The RDA will provide;

- i Suitably equipped & air-conditioned Site Office, complete with utilities & internet connection and online conferencing facilities.
- ii Office consumables and stationery,
- iii Adequate Technical and Non-Technical Supporting Staff,
- iv Transport for official traveling,
- v Required assistance in liaising with other stakeholders as necessary and in furnishing key reports and other necessary documents that the Procurement and Contract Management Specialist needs to discharge his functions.

D. Normal Working Hours and Duration of the Assignment

- a. The Normal Working Hours are from Monday to Friday from 8.00 AM to 5.00 PM and on Saturday: from 8, 00 AM to 1.00 PM, excluding mercantile holidays. However, if the need arises as per the respective contract, the **Material Engineer** is expected to work beyond the above limits.
- b. Duration of the Assignment is **365** Calendar Days, subject to extensions approved by the Client. The **Material Engineer** is expected to start in the 3rd quarter of 2026.

ROAD DEVELOPMENT AUTHORITY
Baseline Road Extension Project – Phase III
ENGAGEMENT OF MATERIAL ENGINEER FOR
CONSTRUCTION SUPERVISION OF BASELINE ROAD EXTENSION PROJECT – PHASE III
(FROM KIRULAPONA JUNCTION TO DUTUGEMUNU STREET ON COLOMBO – HORANA
ROAD (0.86KM)

FORM OF CONTRACT AGREEMENT NO RDA/BREP3/.....

This **CONTRACT** (hereinafter called the “Contract”) on theday of 2026, between, on the one hand, **ROAD DEVELOPMENT AUTHORITY** established under the Road Development Authority Act No. 73 of 1981 having its head office at No. 216, “Maganeguma Mahamedura”, Denzil Kobbekaduwa Mawatha, Battaramulla (hereinafter called the “Client”) and, on the other hand, Mr.....of.....(hereinafter called the “Consultant”).

WHEREAS

- (a) The Client has requested the Consultant to provide certain services as defined in this Agreement (hereinafter called the “Services”);
- (b) The Consultant, having represented to the Client that it has the required qualifications, experience, capacity, and ability, has agreed to provide the Services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents (in the precedence order given below) attached hereto shall be deemed to form an integral part of this Agreement:

- (a) Conditions of Contract
- (b) The General Conditions of Contract;
- (c) The following Appendices:

Appendix A: Terms of Reference (TOR)

Appendix B: Schedule of Payments

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

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract;

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract;

(c) The remuneration has been fixed on the understanding that the Client will make available, free of charge to the Consultant, the Services, Facilities, and Equipment to be provided by the Client under Appendix A.

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

.....
Client
Road Development Authority

.....
Consultant
Name:-

Witness 1:- Signature:-.....
Name:-.....

Witness 2:- Signature:-
.....
Name:-.....

**CONDITIONS OF CONTRACT
FOR
ENGAGEMENT OF A CONSULTANT FOR
CONSTRUCTION SUPERVISION OF
BASELINE ROAD EXTENSION PROJECT – PHASE III
(FROM KIRULAPONA JUNCTION TO DUTUGEMUNU STREET ON COLOMBO – HORANA
ROAD (0.86KM))**

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 the Government of the Democratic Socialist Republic of Sri Lanka
- b. **“Client”** means the entity with which the selected Consultant signs the Contract for the Services.
- c. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in the Agreement
- d. **“Day”** means Calendar Day.
- e. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 4.
- a. **“Consultant”** means the natural person with whom the Client signed the Contract for the Services.
- b. **“In writing”** means communicated in written form with proof of receipt.
- c. **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- d. **“Reimbursable expenses”** means all assignment-related costs other than Consultant’s remuneration.
- e. **“Service”** means the work to be performed pursuant to this Contract, as described in **“Terms of Reference” (TOR)**
- f. **“Period of Engagement”** means the period during which the Contract is effective.
- g. **“Third Party”** means any person or entity other than the Client or the Consultant.
- h. **“Scheduled Monthly Working Days”** are the working days defined under Clause 5.

2) Performance of the Consultant

During the Period of Engagement, the Consultant shall work full time basis and shall diligently and effectively complete the services in accordance with generally accepted professional

standards, management practices, and methodologies. The Consultant shall cooperate with the Client, who reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation, if the Consultant is considered for continuation or re-engagement.

The Consultant shall always act, in respect of any matter relating to this Contract, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

3) Contractual Ethics

The Client requires the Consultant to observe the laws of the Democratic Socialist Republic of Sri Lanka against fraud and corruption and the highest standard of ethics during the execution of this Contract. In pursuance of this Clause, in the context of the Agreement, the Client

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

- i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(b) will terminate the Contract if it determines that the Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in the execution of the contract.

4) Commencement of Contract and Period of Engagement

The Consultant shall commence the Services on the date of signing the Contract (the Commencement Date), on which date the Contract shall come into force and be effective (the "Effective Date"). The Period of Engagement shall be initially for **365** days starting on the Commencement Date and will be considered for a time extension (in total **540** days) on the basis of the performance of the Consultant.

5) Place of operating, Working Hours, Overtime, Leave, and maintenance of Registries

The Consultant shall operate from the Client's Sub Office at Baseline Road, Kirulapona.

The **Scheduled Monthly Working Days** are the days counted from Monday to Friday, excluding mercantile holidays for that month. The Normal Working Hours are from Monday to Friday: from 8.00 AM to 5.00 PM and on Saturday: from 8, 00 AM to 1.00 PM. In general, the Consultant shall not be entitled to be paid for overtime/holiday, and the remuneration shall be deemed to

cover these expenses. However, if the need arises for supervision as per the respective contract, the Consultant shall work beyond the above limits. The payments for such overtime will be made in accordance with the respective civil work contract.

The Consultant shall not be entitled to paid leave unless otherwise approved by the Client. The Consultants' remuneration shall be deemed to cover such leave.

The Consultant shall maintain, as directed by the Client, the Attendance Registry and Movement Registry, and these registries shall be kept under the custody of the Client.

6) Remuneration, Out-of-Pocket Expenses (OPE), Per Diem Allowance & Subsistence

1. Remuneration

- a) The Client shall pay remuneration of LKR (without VAT) per month, subject to the ceiling, terms and conditions specified under Clause 7, to the Consultant for the Period of Engagement during which the Client requires the Consultant's exclusive commitment to provide the Service. If the Contract Period is more than 18 Calendar Months, a price adjustment on the remuneration shall be made applying the formulae given below;

The Remuneration stated in **Appendix B** [*Schedule of Payments stated in the Contract Agreement*] shall be adjusted every 12 months after the Effective Date (*first adjustment to be made on the 13th calendar month calculated considering the month of Contract Effective Date as the first month*) by applying the following formula:

$$R_f = R_o \times \frac{I_f}{I_o}$$

where

R_f is the adjusted remuneration.

R_o is the monthly remuneration rates stated in **Appendix B** [*Schedule of Payments stated in the Contract Agreement*] in LKR;

I_f is the index for the first month for which the adjustment is supposed to have effect; and

I_o is the index for the month of the date of the Contract *Effective Date*.

The index for the above formulae shall be the "Movements of NCPI" (*having 2021 as the base year or as amended from time to time*) published by the Prices and Wages Division of the Department of Census and Statistics (DCS)-Sri Lanka.

- b) { The Consultant shall work (in the field or in the sub office on all Scheduled Monthly Working Days as per Clause 5 above to be eligible for the full amount of remuneration. If the actual days the Consultant spends on the service are less than the Scheduled Monthly Working Days for each month, the remuneration will be paid as follows.

$$\frac{\text{Monthly Remuneration}}{\text{Scheduled Monthly Working Days}} \times \text{The actual days the Consultant spends on the service}$$

2. Out-of-Pocket Expenses (OPE)

- a. The Out-of-Pocket Expense is the expenditure incurred for the purchase of items such as stationery required in case of urgency, to avoid losses to the Client. The Client will reimburse OPE to the Consultant for actual costs substantiated by receipts or supporting documents. The Consultant shall obtain prior approval for such expenses.

3. Per Diem Allowance

- a. The Per Diem Allowance is a daily allowance for accommodation and subsistence when the Consultant stays overnight at a place situated 75km outside the province/s in which the Civil Construction Site/s are located. The Consultant shall obtain prior approval from the Client, giving comprehensive details with respect to such stay. The Per Diem Allowance shall be made at the rate/Day as quoted by the Consultant and accepted by the Client. If the Consultant has not quoted such a rate in its Financial Proposal, this Clause shall not be applicable, and such cost shall be deemed to be included in other rates and prices quoted by the Consultant.

7) Payment

- a. No Advance Payment will be made. As soon as practicable and not later than fifteen (15) days after the end of each Calendar Month, the Consultant shall submit to the Client, in duplicate, itemized statements acceptable to the Client, accompanied by copies of certified attendance, movements, invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to the Contract as per Clause 6 above. Such a statement shall distinguish that portion of the total eligible costs which pertains to Remuneration from that portion which pertains to other expenses.
- b. The payment to the Consultant is directly based on the attendance as stated under Clause 6, and a report describing the work done during the particular Calendar Month shall be attached to the statement requesting the payment. However, the Client may deduct at its discretion for non-submission or failure to submit acceptable deliverables required during the period. The maximum amount so deducted will be 10% of the monthly Remuneration.
- c. The Client shall make the payment to the Consultant within Forty Five (45) days after the receipt by the Client of such statements with supporting documents. Any 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.
- d. All payments under this Contract shall be made to the following Account of the Consultant.

Bank Name:-.....

Branch:-.....
Account Name:-.....
Account No:-.....

- e. The Consultant shall submit the final invoice within 30 days after the completion of the Period of Engagement or termination of the Contract. If no such final invoice is received by the Client, the final payment is made based on the assessment by the Client after the settlement of any pending matters, such as Contract variations or handover of equipment by the Consultant to the Client (if any). The Client will then close the Contract account after the final payment.
- f. Total payment under this Contract shall not exceed the ceiling of LKR
X 24 months unless otherwise a Modifications and/or Variation is/are affected pursuant to Clause 23.

8) Language

All reports, unless otherwise specified in the TOR, and all communication related to the execution of this Contract shall be in English. However, when dealing with the public, appropriate language shall be used.

9) Reports

The Consultant shall submit to the Client the reports and/or other written and electronic documents as required in the TOR. The documents and data compiled or made by the Consultant or the Consultant while performing the Services shall be the sole and exclusive property of the Client. The Consultant may retain copies of such documents and data, but shall not use the same for purposes unrelated to the Services without the prior approval of the Client. After concluding the Period of Engagement, the Consultant shall continue to cooperate with the Client to clarify or explain any contents in the reports the Consultant submits.

10) Intellectual Property

The Consultant shall ensure that all its Services and all goods and services (including, without limitation, all computer hardware, software, and systems) procured by the Consultant from the Client's funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third-party claim. The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the Client for actions related to performing the Services. These include the Consultant's infringing or allegedly infringing copyright, trademark, patent, or other protected right.

11) Public Statement and Commitment

The Consultant shall act discreetly and refrain from making public statements about the Services or any Client's projects without the Client's prior written approval.

12) Equipment

It is agreed that the Consultant, unless otherwise approved by the Client, shall use, when necessary, his/her own equipment other than that stated under the Facilities to be provided by the Client in the TOR for the purpose of completing the assignment.

13) Subcontracting

The Consultant shall not assign or sub-let the Contract or any part of it without the Client's prior written consent for an approved sub-contract.

14) Disability or Incompetence of the Consultant

The Client's engagement of the Consultant is conditional upon the Consultant's confirmation that the Consultant is healthy and without physical or mental disability that may interfere with performing the Services. The Consultant shall, if called upon to do so, give the Client any medical or other evidence as the Client may reasonably require.

15) Reporting Unusual Incidence

The Consultant shall report immediately to the Client any accident involving his personal injury or 3rd party damage during the Period of Engagement. The Consultant shall also report to the Client immediately any circumstances which might hinder or prejudice performance of the Services.

16) Suspension & Termination of Contract

- a. The Client may by giving seven (7) days written notice suspend performance of all or part of the Contract, or the payment of Consultant's fees hereunder, for a period not exceeding working sixty (60) days if the Client reasonably determines that a condition has arisen which materially interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services;
- b. Notwithstanding the above, this Contract may be terminated by the Client;
 - i. upon giving 28 days' notice to the Consultant of intention to terminate for the Client's convenience or
 - ii. Upon giving 14 days' notice to the Consultant, if the Client determines that the Consultant has engaged in unethical behavior, or corrupt, fraudulent, collusive, or coercive practices as defined under Clause 3 in executing this Contract, or
 - iii. Upon giving 14 days' notice to the Consultant, if the Client determines that the Consultant fails to perform any of its obligations under this Contract or the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed. or
 - iv. Upon giving 14 days' notice to the Consultant, if the Client determines to terminate the project wholly or partly, or
 - v. Upon giving 14 days' notice to the Consultant, if the Client finds reasonable evidence that the Consultant is unable to perform or to complete the Services due to ill health of the Consultant.
 - vi. Upon giving 7 days' notice to the Consultant, if the Consultant has failed to commence the Service on the Effective Date.
 - vii. Upon giving 28 days' notice to the Consultant, if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- viii. Upon giving 28 days' notice, if the Consultant fails to comply with any final decision reached as a result of arbitration pursuant to Clause 20 hereof.
- c. The Consultant may terminate the Contract by not less than thirty (28) days' written notice to the Client, in case of the occurrence of any of the following events;
 - i. if there are circumstances beyond the Consultant's reasonable control which make it impossible to carry out the Services. The Consultant must substantiate such reasons in writing, and the Client must accept the justification in order that such a termination can occur. Upon the Client's confirmation in writing, or the failure of the Client to respond to such submission of justification within fifteen (14) days from receipt, the Consultant shall be relieved from performing the Services, and this Contract shall be terminated.
 - ii. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 20 hereof, within forty-five (42) days after receiving written notice from the Consultant that such payment is overdue.
 - iii. If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - iv. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 20 hereof.

17) Termination Procedure

Upon termination of the Contract or the Client giving such notice, the Consultant shall immediately bring the Services to an orderly closure and reduce expenditures to a minimum.

Unless the Consultant's default causes termination, the Consultant is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs incurred for the orderly closure of Services are reimbursable.

If termination is occasioned by the Consultant's default, the Client shall recover from the Consultant for any losses and damages incurred by the Client and any extra costs which may be incurred in completing the balance of the Service. After recovering such losses, damages, and extra costs, the Client shall pay any balance to the Consultant.

18) Notices and Requests

Any notice or request required or permitted under this Contract shall be in writing. Such notice or request shall be deemed to be fully given or made when it is delivered by hand, mail, or fax to the intended party.

19) Inspection and Audit

The Consultant agrees to allow the Client or a representative authorized by the Client to inspect and audit any accounts, documents, and records relating to this Contract.

20) Settlement of Disputes

- a. The Parties shall attempt to settle all disputes arising out of or connected with this Contract or its interpretation amicably, examining the matter(s) in dispute and considering the availability of options to resolve such dispute. The Parties shall come to an agreement upon the resolution of disputes amicably and shall act appropriately to reach a settlement.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be resolved amicably between the Parties shall be settled by arbitration under the rules of the Institute for the Development of Commercial Law and Practice, ICLP, No 61, Carmel Road, Colombo 03, to be settled as per the Arbitration Act No 11 of 1995. The arbitration shall take place in Colombo. The Arbitration award shall be final and binding upon the Parties and shall replace other remedies. The language of arbitration shall be English, and each Party shall share the cost of the arbitration process.

21) Law Governing Contract

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

22) Taxes and Duties

Unless otherwise specified in the Contract, the Consultant shall pay such taxes, duties, levies, fees, and other impositions as may be levied under the Applicable Law except Value Added Tax.

23) Modifications or Variations

- a. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b. In cases of substantial modifications or variations, the prior written consent of the Client is required.

24) Force Majeure

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, 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, nor
- (iii) Insufficiency of funds or failure to make any payment required hereunder.

25) No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

26) 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 costs he/she 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 20.

27) Adjustments for Changes in Legislation

The Contract Price shall be adjusted to take account of may increase or decrease in Cost resulting from a change in the Laws of the Country (Including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the date of submission of proposal (... 03.2026), which affect the

Consultant in the performance of obligations under the Contract. If such changes in legislation incur (or will incur) additional cost, the Consultant shall give notice to the Client with necessary supporting documents and shall be entitled to a payment of any such cost after evaluation and acceptance by the Client. The Contract price shall be adjusted accordingly.