

MINISTRY OF FISHERIES, AQUATIC AND OCEAN RESOURCES

REQUEST FOR PROPOSAL

FOR

SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH

Contract No.: MF/SD/10/11/07/ 2026-03

CLIENT
MINISTRY OF FISHERIES, AQUATIC AND OCEAN RESOURCES.
NEW SECRETARIAT,
MALIGAWATTA,
COLOMBO 10.

October 2026

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Section 1. Letter of Invitation

SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH Contract No.: MF/SD/10/11/07/ 2026-03

1. The Chairman, Ministry Consultants Procurement Committee (CPCM), on behalf of the Secretary, Ministry of Fisheries, Aquatic and Ocean Resources, invites proposals for **Selection of Consulting Services for Feasibility Study, Hydrodynamic Modeling, And Preliminary Engineering Design of Eco-Friendly Sustainable Solution for Safe Navigation at Chilaw Lagoon Mouth.** Accordingly, Request for Proposal (RFP) is invited from well-established Consultancy Firms and more details of the scope of services are given in the Terms of Referance. The Chilaw Lagoon Estuary system—encompassing the Deduru Oya river outfall, Muttuwa Channel, entrance channel, sand spits, sandbars, and Chilaw Lake is located on the North-Western coast of Sri Lanka. The entrance channel serves as a vital anchorage and transit path for over 1,400 small craft (OFRP/traditional motorized craft) and 31 of sea-going fishing vessels operating out of Kurusapaduwe (GN Division 575A), Aluthwatta, and Walla.

   Navigational safety at the outfall is severely compromised during the South-West Monsoon (May to September), when high-energy rolling waves break over the shallow bar at the estuary mouth. This repeatedly causes vessel capsizing, loss of gear, severe injuries, and fatal accidents during boat landing.

1. The consulting firm will be selected in accordance with the procedures set out in the in the Guidelines for Selection and Employment of Consultants August – 2007[R1]. The consulting firm will be selected in accordance with the procedures set out in the Guidelines for Selection and Employment of Consultants August – 2007[R1]. A Quality and Cost-Based Selection (QCBS) with fixed budget method at a ratio of 80:20 will be used based on a full technical proposal. The consultancy assignment is open to both national and international consultancy firms. Curriculum Vitae (CVs) for key experts must be provided and will be evaluated. CVs for non-key experts must also be provided and will be evaluated on a pass/fail basis. All national experts must be proficient in English, both written and spoken. The source of funding for this assignment is consolidated funds of Government of Sri Lanka.

2. This RFP includes the following documents

   i. Section 1 - Letter of Invitation
   ii. Section 2 - Instructions to Consultants, including Data Sheet
   iii. Section 3 - Technical Proposal - Standard Forms
   iv. Section 4 - Financial Proposal - Standard Forms
   v. Section 5 - Terms of Reference
   vi. Section 6 - Form of Contract Agreement

3. It is not permissible to transfer this invitation to any other Consultancy Firm.

4. Interested consultants can collect the Request for Proposal (RFP) document from the office of the Additional Secretary (Development & Procurement), Ministry of Fisheries, Aquatic and Ocean Resources, 7th floor, New Secretariat, Maligawatta, Colombo 10, during office hours from 09:00 hrs. to 15:00 hrs. Sri Lankan Time (GMT +5:30) from 26th October 2026 to 4th December 2026. Alternatively, the document can be

downloaded free of charge from the Ministry website.

5. A pre-proposal meeting will be held at 10:00 hrs. Sri Lankan Time (GMT +5:30) on 17th November 2026 at the Auditorium, 5th floor, Ministry of Fisheries, Aquatic and Ocean Resources. Consultants unable to attend physically may participate virtually via Zoom. The Zoom link will be provided via email prior to the meeting upon advance notice to the client
6. Sealed Technical and Financial proposals, enclosed in separate inner envelopes and placed inside a single outer envelope addressed to the Chairman, Ministry Consultants Procurement Committee (CPCM), Ministry of Fisheries, Aquatic and Ocean Resources, 2nd floor, New Secretariat, Maligawatta, Colombo 10, must be delivered by hand or registered post to the Additional Secretary (Development & Procurement), Development & Procurement Division 07th floor New Secretariat, Maligawatta, Colombo 10 on or before 14:00 hrs. Sri Lankan Time (GMT +5:30) on 07th December 2026. Submission via email is not accepted. Proposals will be opened immediately following the submission deadline. An authorized representative from each firm may be present during the opening. Proposal submissions via email will not be accepted.

Chairman,
Ministry Consultants Procurement Committee (CPCM)
Ministry of Fisheries, Aquatic and Ocean Resources
02nd floor,
New Secretariat,
Maligawatta,
Colombo 10

Tele: +94112446183 - 4

Fax: +94112320140

26th October 2026

Section 2.

Instructions to Consultants

Definitions

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

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

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

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

e) "Day" means calendar day.

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

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

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

i) "LOI" (Section 1 of the RFP) means the Letter of Invitation.

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

k) "Personnel" means professionals and support staff provided by the 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 sub contracts any part of the Services.

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

1. ***Introduction***

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

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

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

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

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without there by 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 interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

Conflicting Activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services, shall be

disqualified from Providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services, 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.

1.6.1 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.

1.6.2 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 Client confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question. The client shall make available to all short-listed 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* Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

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

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

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

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

(ii) "Fraudulent practice" means a misrepresentation or omission of facts 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 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 a reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

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

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

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) no shortlisted Consultant(s), or (b) shortlisted Consultants, if so, indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the 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 the English language.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (f) 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 a 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, the duration of the assignment, the contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Client.

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

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

(d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team

member, and their tasks (Form TECH-5 of Section 3).

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

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

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

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

Financial Proposals

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

Taxes

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

3.8 The Consultants must price the local cost in Sri Lankan rupees only. However, the expenditure involving foreign currency, such as foreign consultants' fees and air tickets, may be priced in foreign currency.

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 [insert the time and date of the submission deadline indicated in the Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

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

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

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

Evaluation of Technical

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 nonresponsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional

5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores obtained 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 Proposals for QBS

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 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, mobilization, and printing.

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first-ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the

instructions given under para. 6 of these Instructions.

Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) *5.6* The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if Option B is applicable under Clause 6 of GC, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if Option A is applicable under Clause 6 of GC, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet.

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

Evaluation of Financial Proposals (only for LCS) *5.9* In the case of the Least-Cost Selection, the Client will select the lowest Proposal among those that passed the minimum technical score. The evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations

6. Negotiations *6.1* Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at

the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Availability of Professional staff/experts

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

Financial negotiations (only for QCBS, FBS and LCS)

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

Financial negotiations (only for QBS,)

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

Conclusion of the negotiations

6.6 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7.

Award of Contract

7.1 After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet.

7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8.

Confidentiality

8.1 relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants
Data Sheet

No	Description
1.1	Name of the Client: - **Secretary** Ministry of Fisheries, Aquatic and Ocean Resources, 02nd floor, New Secretariat, Maligawatta, Colombo 10. Method of selection: Quality and Cost Based Selection (QCBS) (70:30)
1.2	Financial Proposal to be submitted together with the Technical Proposal: **Yes –Both Technical & Financial Proposals are requested to be submitted together in separate envelopes.** Name of the assignment is: **SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH** **Contract No.: MF/SD/10/11/07/ 2026-03**
1.3	A pre- proposal meeting will be held: Yes Date: **17th November 2026** Time: at 10.00 hrs. in Sri Lakan Time (GMT + 5:30) The Client's representative is: Director General (Engineering) Address: Ministry of Fisheries, Aquatic and Ocean Resources. 1st floor, New Secretariat, Maligawatta, Colombo 10 Telephone: 071-4439052/ 0112329979, Fax: 0112322416, Email address: dgengmof@gmail.com
1.4	Not applicable
1.8	Proposals must remain valid One Hundred and Twenty (120) days after the submission date, i.e., until: **05/04/2027.**

2.1	Clarifications may be requested 7 Days before the date of submission of proposals. **The address for requesting clarifications is:** **Director (Development)** Ministry of Fisheries, Aquatic and Ocean Resources. 7th floor, New Secretariat, Maligawatta, Colombo 10 Telephone: 011-2445088/ 011-2440578, Fax: 0112441537, Email address: mfarddevelo@gmail.com
3.1	The proposals shall be submitted in **English** language:
3.3 (a)	Shortlisted Consultants may associate with the other shortlisted Consultants: No
3.3 (b)	Initial contract period is **04 calendar months** and the maximum budget allocation for this assignment is **50 million LKR**. Source of funding of this assignment is consolidated funds of Government of Sri Lanka.
3.4 (g)	Not applicable
3.6	Applicable
3.6	Breakdown cost of Activities: Yes
4.3	Only the originals of the Technical & Financial Proposal shall be submitted. **Note:** Technical and Financial Proposals enclosed in **TWO separate sealed envelopes** and clearly marked as, "**Technical Proposal - Selection of Consulting Services for Feasibility Study, Hydrodynamic Modeling, And Preliminary Engineering Design of Eco-Friendly Sustainable Solution for Safe Navigation at Chilaw Lagoon Mouth** Contract No.: **MF/SD/10/11/07/ 2026-03** And "**Financial Proposal - Selection of Consulting Services for Feasibility Study, Hydrodynamic Modeling, And Preliminary Engineering Design of Eco-Friendly Sustainable Solution for Safe Navigation at Chilaw Lagoon Mouth** **Contract No.: MF/SD/10/11/07/ 2026-03**

	And placed in an outer envelope addressed to the; Chairman, Ministry Consultants Procurement Committee (CPCM), Ministry of Fisheries, Aquatic and Ocean Resources, 02nd floor, New Secretariat, Maligawatta, Colombo 10 shall be submitted to the address given below by hand or registered post. **Submission via email is not accepted.**
4.5	The Proposal submission address is: Additional Secretary (Development & Procurement), Development Division, Ministry of Fisheries, Aquatic and Ocean Resources, Development Division 07th floor, New Secretariat, Maligawatta, Colombo 10 Proposals shall be submitted no later than the following date and time: **Date: 07th December 2026.** **Time: 14.00 hours.** in Sri Lakan Time (GMT + 5:30)
5.2	**A). Evaluation Criteria for Technical Proposals** Evaluation of Technical Proposals is adopted **two step processes** as described below. **Step 01: Evaluation of the submitted proposal in documentary format** **(I). Specific experience of the Consultants in similar types of assignments; (15 Points)** The extent of the experience in assignments that are technically similar to the TOR requirements will be considered. (Experience of at least 03 assignments will be eligible to obtain full marks). Documentary proof shall be submitted. **(II) Methodology and the work plan (25 Points)** The extent to which the consultant's technical approach responds to the objectives indicated in the TOR. Does the proposal respond to the TOR objectives or does it not address some requirements? Distribution of responsibility among the professional team members and their interaction to achieve the work plan.

Consultants shall provide clear methodology for balancing wave energy reduction with natural sand bypass, estuarine water quality preservation, and ecological safety for the surrounding mangrove habitats.

a) Technical Approach and Methodology 15
b) Work Plan 5
c) Organization and Staffing 5

(**III). Personal (60 Points)**

(i) **Key professional staff qualification & competence for the assignment**

Bio-data of each nominated expert will be reviewed to check whether RFP requirements are fulfilled. Then, the following sub-criteria are used for the evaluation of general qualifications. (60 points)

1. Team Leader / Senior Coastal Engineer – 15
2. Hydrodynamic / Numerical Modeler -12
3. Marine Biologist / Estuarine Ecologist -10
4. Coastal Geomorphologist / Sedimentologist – 8
5. Structural / Marine Materials Engineer - 8
6. Socio-Economist - 7

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following 3 sub-criteria & relevant percentage weights.

1. General Qualifications – 30%

	PhD. +relevant experience	MSc. + relevant experience	BSc. + relevant experience
Team Leader / Senior Coastal Engineer	100	75	-
Hydrodynamic / Numerical Modeler		100	75
Marine Biologist / Estuarine Ecologist		100	75
Coastal Geomorphologist / Sedimentologist		100	75
Structural / Marine Materials Engineer		100	75
Socio-Economist		100	75

2. Adequacy for the assignment – 50%

The expert previously worked on similar in nature and in terms of complexity.

3. Experience with similar institutions – 20%

Number & duration of similar nature assignments completed

Total Weightage - **100%**

The minimum Score required is 75% out of 100% for consultant (Firm) for selection

	to the financial opening.
5.6	For the conversions to Sri Lankan Rupees is applicable and the exchange rate is the prevailing exchange rate at the bid closing date.
5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F^m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T =0.7, and P = 0.3 Combined Evaluation and Final Score for QCBS Final Ranking of Proposals for QCBS Proposals will be ranked according to their combined technical (*St*) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) $S = S_t \times T\% + S_f \times P\%$.
5.8	Financial proposals exceeding the budget allocation will not be considered for evaluations
6.1	Expected date of Contract negotiation on 21th December 2026 as and when necessary at meeting Room, Development Division, Ministry of Fisheries, Aquatic and Ocean Resources. 7th floor, New Secretariat, Maligawatta, Colombo 10.
7.2	The option applicable is Option A
7.3	The date of commencement of the services shall be within 07 days of the issue of the Letter of Acceptance

Section 3. Technical Proposal - Standard Forms

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

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
- A Consultant's Organization
- B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- A On the Terms of Reference
- B On the Counterpart Staff and Facilities

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

(Address of the Firm)

……...2026

Secretary,

Ministry of Fisheries, Aquatic and Ocean Resources,
2nd Floor,
New Secretariat,
Maligawatta,
Colombo 10

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant][1]

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,
Authorized Signature: ----------
Name and Title of Signatory: ----------
Name of Consultancy Organization: ----------
Address: ----------

---

[1] Delete in case no association is foreseen

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background, high level financial profile and organization of your firm/entity and each associate for this assignment*]

B - Consultant's Experience

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

Name of the Firm			
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:			

(Please submit supporting documents wherever possible)]

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) ***Technical Approach and Methodology:***

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

b) ***Work Plan.***

Should propose the main activities of the assignment, their con tent 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 l approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) ***Organization and Staffing.***

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

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

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

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

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

4. **Date of Birth**: _____ **Nationality**: _____

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

6. **Membership of Professional Associations**: _____

7. **Other relevant Qualification** [*Indicate significant qualification since degrees under 5 - Education were obtained*]: _____

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

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

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

From [*Year*]: _____ To [*Year*]: _____

Employer: _____

Positions held: _____

13. Certification:

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

_____ Date: _____

[Signature of staff member] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7
STAFFING SCHEDULE [1]

No	Name of staff	Total staff-month input						
		1	2	3	4	Office	Field	Total
1		[Office]				xxxxx		
		[Field]					xxxxx	
2								
3								
4								
5								
6								
7								
8								
9								

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's office.

Full time input

Part time input

FORM TECH-8
WORK SCHEDULE

No	Activity[1/2]	Months[3]			
		1	2	3	4

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2 In the case of Engineering/ Architectural services design stage/ supervision stage etc.
3 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration and Other expenses

FIN-4 Reimbursable Expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

Date

Secretary
Ministry of Fisheries, Aquatic and Ocean Resources,
2nd floor,
New Secretariat,
Maligawatta,
Colombo 10.

Dear Sir:

We, the undersigned, offer **Consulting Services for Feasibility Study, Hydrodynamic Modeling, And Preliminary Engineering Design of Eco-Friendly Sustainable Solution for Safe Navigation at Chilaw Lagoon Mouth** in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of……...……LKR
(……LKR)

exclusive of exclusive of Provisional sum, Contingencies & Value Added Tax

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

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

Authorized Signature : ……

Name and Title of Signatory: ……

Name of the Firm : ……..

Address : ……..

Form FIN – 2

Summary of costs

	Cost (Sri Lankan Rupees)
Selection of Consulting Services for Feasibility Study, Hydrodynamic Modeling, And Preliminary Engineering Design of Eco-Friendly Sustainable Solution for Safe Navigation at Chilaw Lagoon Mouth (FIN-3- A)	
Breakdown of Other Expenses - (FIN-3 B)	
Sub Total 1 – Total Costs of Financial Proposal carried to FIN FORM 1 (exclusive of Value Added Tax & Contingencies)	
Contingencies 10%	
Sub Total 2	
VAT – 18%	
Total Cost (including VAT)	

FORM FIN-3- A

BREAKDOWN OF REMUNERATION FOR CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH

Name	Position	Input (Staff-Months)	Staff Month Rate	Amount (Rs.)
Total Costs carried to FIN-2				

……..

[49] Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

[50] Positions of professional staff shall coincide with the ones indicated in Form TECH-5

FORM FIN-3- B

BREAKDOWN OF REMUNERATION FOR SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH

Name	Position	Input (Staff-Months)	Staff Month Rate	Amount (Rs.)
Total Costs carried to FIN-2				

……..

[49] Professional staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

[50] Positions of professional staff shall coincide with the ones indicated in Form TECH-5

FORM FIN-3 C - I

BREAKDOWN OF OTHER EXPENSES (FOR SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH)

No.	Description	Unit	Quantity	Unit Cost	Amount
1.	Per diem allowances				
2.	Local transport cost				
3.	Communication cost				
4.	Drafting, reproduction of reports				
5.	Any other expenses (Please specify)				
Total Cost Carried to FIN 2					

TERMS OF REFERENCE (TOR)

FOR SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH PROJECT BACKGROUND AND RATIONALE

1. Project Rationale

1.1 Regional Context & Operational Challenges

The Chilaw Lagoon Estuary system—encompassing the Deduru Oya river outfall, Muttuwa Channel, entrance channel, sand spits, sandbars, and Chilaw Lake is located on the North-Western coast of Sri Lanka. The entrance channel serves as a vital anchorage and transit path for over 1,400 small craft (OFRP/traditional motorized craft) and 31 sea-going fishing vessels operating out of Kurusapaduwe (GN Division 575A), Aluthwatta, and Walla.

Navigational safety at the outfall is severely compromised during the South-West Monsoon (May to September), when high-energy rolling waves break over the shallow bar at the estuary mouth. This repeatedly causes vessel capsizing, loss of gear, severe injuries, and fatal accidents during boat landing.

1.2 Findings from Previous Engineering & EIA Studies (LHI Project 1605 & ……)

The report for the investigation for Chilaw Anchorage done by the Lanka Hydraulic institute Limited in association with Centre for Water Research (Australia) in 1998

Comprehensive field investigations, numerical modeling, and Environmental Impact Assessments (EIA) conducted by the Lanka Hydraulic Institute Ltd (LHI, 2016–2018) under Project 1605 evaluated traditional "hard engineering" solutions, specifically **Option 9** (consisting of a 312 m Main Breakwater, a 591 m Secondary Breakwater/island connector, and channel dredging down to 3.0 m to 4.0 m MSL):

1. **Sediment Transport & Shoreline Dynamics:** * Field jet-probe surveys (JP1–JP15) and bathymetric profiling mapped the seabed stratigraphy, identifying sand layers overlying hard sandstone ledges near the outfall.
    - Sediment yield modeling using the **Revised Universal Soil Loss Equation (RUSLE)** confirmed significant sediment delivery from Deduru Oya into the coastal system.
    - **MIKE 21 HD or Equivalent (Hydrodynamic) & ST (Sediment Transport)** simulations across South-West, North-East, and Inter-monsoons demonstrated that heavy rubble-mound breakwaters completely intercept the dominant northerly longshore sand transport, causing severe

sand starving and catastrophic downdrift beach erosion along northern sand spits.

2. **Estuarine Health & Ecological Sensitivity:** * The EIA Report (February 2018) highlighted that the Chilaw Lagoon ecosystem supports **667 hectares of dense mangrove forests** (16 true mangrove species and 12 associated species) along with crucial crustacean and larval fish nursery habitats.
    - Salinity variation modeling (MIKE 21 FM or equivalent) indicated that rigid hard structures alter tidal exchange, water flushing times, and estuarine salinity gradients, threatening ecological sustainability.
3. **High Material Sourcing & Maintenance Costs:** * Material availability surveys across Gampaha and Bingiriya quarries (Industrial Mining Licenses A, B, C) showed that traditional heavy rock armouring requires immense material volumes, high transport costs, and continuous maintenance dredging.

1.3 Transition to Eco-Friendly Sustainable Solutions

To reconcile the urgent requirement for safe vessel navigation with coastal stability and environmental conservation, the Ministry of Fisheries, Aquatic and Ocean Resources in technical collaboration with the Coast Conservation and Coastal Resource Management Department (CC&CRMD) is shifting strategy toward **Eco-Friendly Sustainable Solutions**.

This TOR defines the scope for an expert consultancy to evaluate, simulate, and design a wide range of sustainable eco-solutions—including but not limited to soft coastal techniques, hybrid engineering approaches, nature-based stabilization, modular porous structures, and ecological wave-attenuation systems—that effectively dissipate wave energy at the outfall without causing environmental harm, while ensuring natural sediment bypass and preserving estuarine hydrology.

2. OBJECTIVES OF THE ASSIGNMENT

1. **Evaluate Sustainable Eco-Concepts:** Assess the feasibility of diverse eco-friendly, sustainable, and environmentally non-harmful engineering and nature-based systems to reduce wave energy at the Chilaw sea outfall without relying on traditional large emerging hard breakwaters.
2. **Advanced Hydrodynamic & Sediment Transport Modeling:** Simulate wave transformation, wave decay, current fields, and littoral sand drift under various sustainable structural and non-structural configurations during SW Monsoonal peak wave climates using numerical models (e.g., MIKE 21 SW/HD/ST or Delft3D).
3. **Preserve Coastal & Estuarine Dynamics:** Ensure the proposed sustainable solution maintains natural northerly sand bypass, prevents downdrift beach erosion, and safeguards the 667-ha mangrove ecosystem and water quality.

4. **Stakeholder Alignment:** Coordinate structural layouts with local fishing associations (Kurusapaduwe, Aluthwatta, Walla, Kattu Del), DFAR, CFHC, and CC&CRMD to ensure unhindered navigation drafts.
5. **Detailed Pilot Design & Procurement BOQ:** Prepare structural designs, construction specifications, pilot deployment plans, Bill of Quantities (BOQ), and cost estimates for Ministry funding allocation.

6. SCOPE OF WORK

Task 1: Comprehensive Review and Data Synthesis

- Synthesize all primary data from available reports:
  - Bathymetric and Topographic survey maps.
  - Geotechnical jet-probe logs (JP1–JP15) and seabed material properties.
  - Hydro-meteorological datasets (offshore/nearshore waves, tides, ADCP currents, water quality).
  - RUSLE sediment delivery estimates from Deduru Oya and longshore transport rates.
- Map sensitive environmental receptors, including the 667 ha mangrove forest, Karambalan Oya / Lunu Oya outfall, and sandstone ledge boundaries.

Task 2 (Numerical Hydrodynamic Modeling & Wave Attenuation Optimization):

- Set up 2D/3D wave transformation models to evaluate wave height reduction across the entrance channel for diverse **eco-friendly sustainable configurations (encompassing soft, hybrid, and low-impact ecological options)**. Confirm through sediment transport modeling (MIKE 21 ST) that longshore sand bypass continues naturally and no adverse siltation or scouring occurs.

Task 3 (Ecological & Estuarine Health Assessment):

- Analyze water quality metrics to ensure site suitability for biological growth, habitat restoration, or eco-structure deployment, ensuring zero negative impact on the 667-ha mangrove ecosystem and aquatic biodiversity.

Task 4 (Structural Engineering Design & Pilot Module Specifications):

- Develop structural and ecological engineering drawings for pilot sustainable intervention units, anchoring systems, and supporting infrastructure tailored to the seabed geotechnical profile (sand layer over sandstone), utilizing marine-grade, non-toxic, and environmentally benign materials.

Task 5: Stakeholder Consultations & Community Alignment

- Conduct formal stakeholder workshops with local community groups identified in the EIA:
  - Kattu Del Fisheries Association (Aluthwatta)
  - St. Sebastian Fishery Association (Walla)
  - Ale Lucia Fishery Association
  - Grama Niladhari (GN 575A Kurusapaduwe) and Chilaw Divisional Secretariat officers
  - DFAR, CFHC, and CC&CRMD technical officers
- Incorporate community feedback to verify that navigation channel alignments, widths, and clearance depths meet local craft operational requirements.

Task 6: Costing, BOQ, and Implementation Roadmap

- Prepare a comprehensive Bill of Quantities (BOQ), unit rate analysis, material sourcing plan, and technical procurement specifications.
- Develop a phased pilot construction roadmap, outlining monitoring protocols for post-construction wave decay and shoreline stability.

DELIVERABLE

Table 1: Summary of Major Outputs

Deliverable	Key Contents / Focus Area	Target Schedule
D1: Inception Report	Synthesis of LHI baseline datasets (Bathymetry, JP logs, RUSLE rates), finalized modeling methodology, and initial site visit observations.	End of Month 1
D2: Hydrodynamic & Sediment Transport Modeling Report	MIKE 21 / Delft3D wave transmission results, sand bypass impact analysis, and estuarine water quality / ecological findings.	End of Month 2
D3: Draft Feasibility & Eco-Sustainable Engineering Design Report	Covering sustainable structural layouts, hybrid/nature-based integration plans, stakeholder consultation reports, and preliminary pilot designs.	End of Month 3
D4: D4 (Final Feasibility Report, Technical Specifications & BOQ)	Procurement-ready structural and ecological drawings, detailed BOQ, unit rate analysis, environmental compatibility specifications, and	End of Month 4

Deliverable	Key Contents / Focus Area	Target Schedule
	pilot implementation roadmap.	

5. KEY EXPERTISE AND TEAM OF REQUIREMENTS

The assignment requires a multidisciplinary team from a qualified marine consultancy or academic research institution (e.g., University of Moratuwa Department of Civil/Marine Engineering):

1. **Team Leader / Senior Coastal Engineer:** Master's in Coastal/Ocean Engineering with Minimum 15+ years of experience in coastal engineering, wave transformation modeling, and outfall stabilization, with specific demonstrable experience in planning and designing **eco-friendly, hybrid, or nature-based coastal solutions** alongside traditional options.

2. **Coastal Modeler / Hydrodynamic Specialist:** Specialist with 8+ years of Expertise in setting up numerical models (e.g., MIKE 21 / Delft3D etc.) to simulate wave attenuation, littoral drift, and current dynamics for both natural/modular structures and soft coastal interventions.

3. **Estuarine & Marine Ecological Specialist:** Advanced degree in Marine Ecology, Estuarine Dynamics, or Environmental Science with 10+ years of experience assessing tropical lagoon-sea outfalls, mangrove ecosystems (such as the 667 ha Chilaw system), and ensuring that coastal engineering interventions cause zero environmental harm.

4. **Geotechnical & Structural Design Engineer:** Experience in marine-grade material selection, anchoring systems, and modular/porous structural designs suitable for sandy seabeds mixed with sandstone layers

5. **Socio-Economist:** Specialist experienced in community consultations and socio-economic impact assessments in Sri Lankan fishing communities.

6. INSTITUTIONAL ARRANGEMENTS AND OVERSIGHT

- **Executing Agency:** Ministry of Fisheries, Aquatic and Ocean Resources.
- **Project Oversight Committee:** Joint Technical Evaluation Committee comprising key institutional representatives:
    - Ministry of Fisheries (Engineering Division)
    - Coast Conservation and Coastal Resource Management Department (CC&CRMD)
    - Department of Fisheries and Aquatic Resources (DFAR)
    - Ceylon Fishery Harbours Corporation (CFHC)
- **Financial Provision:** Funding for this consultancy and subsequent pilot implementation will be allocated from the Ministry's Coastal R&D / Development Budget.

I. Section 6. Standard Form of Contract

I. Form of Contract

(This Contract is Consultancy Services for "**SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH** (Hereinafter called the "Contract") is made the ……, day of the month of ……..…., …….. between, on the one hand, Secretary, Ministry of Fisheries, Aquatic and Ocean Resources (hereinafter called the "Client") and, on the other hand, …… ……. (Hereinafter called the "Consultant").

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

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

NOW THEREFORE the parties here to 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 A: Description of Services

   Appendix B: Reporting Requirements

   Appendix C: Personnel and Sub - Consultants

   Appendix D: Breakdown of Contract Price

   Appendix E: Services and Facilities Provided by the Client

Appendix F: Form of Advance Payment Guarantee - Not Used

Appendix G: Form of Advance Payment Guarantee

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

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

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

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

For and on behalf of [name of Client]

……

[Authorized Representative]

For and on behalf of [name of consultant]

……

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

……

[Authorized Representative]

[name of member]

.....

[Authorized Representative]

General Conditions of Contract

1. GENERAL PROVISIONS

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the 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 this 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) "GC" means these General Conditions of Contract.

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

(i) "Personnel" means persons hired by the Consultant and assigned to the performance of the Services or any part thereof. And "Key Personnel" means the Personnel referred to in Clause GC4.2

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

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

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

(m) "Third Party" means any person or entity other than the Government, the Client, the Consultant.

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

(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, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

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 right 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 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.

(i) 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 in so far 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.

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 GC8.

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 8hereof.

2.7.3 Cessation of Rights and Obligations

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

2.7.4 Cessation of Services

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

2.7.5 Payment upon Termination

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

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

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

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 here of 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 interest's 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 there of, 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 GC6.2

5.3 Services and Facilities

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

(b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) how the affected part of the Services shall be carried out ; (ii) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (iii) the manner in which the Consultant shall procure any such personnel, services, facilities and property from other sources, and (iv) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6. Hereinafter

5.4 Counterpart Personnel

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

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

(c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such

member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

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

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

OPTION A (Clause 6.2 to 6.6 below are applicable)

6.2 Lump-Sum Payment

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

6.3 Contract Price

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

(b) The price payable in foreign currency/currencies is set forth in the SC.

6.4 Payment for Additional Services

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

6.5 Terms and Conditions of Payment

Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments proportionate to the payments made to the Consultant. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.6 Interest on Delayed Payments

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

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

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	The addresses are: **Client : Secretary** Address : Ministry of Fisheries, Aquatic and Ocean Resources, 2nd floor, New Secretariat, Maligawatta, Colombo 10. Telephone : 0112333945 Fax : 0112541184, Email address: mfarddevelo@gmail.com **Consultant**: …… Attention: …… Facsimile: …… E-mail: ……
1.9	The Authorized Representatives are: For the Client: Director General (Engineering) Address: Ministry of Fisheries, Aquatic and Ocean Resources. 1st floor, New Secretariat, Maligawatta, Colombo 10 Telephone: 071-4439052/ 0112329979, Fax: 0112322416, Email address: dgengmof@gmail.com For the Consultant: ...……
2.1	Date of effectiveness of this assignment will be the date of the letter of

	acceptance
2.2	The date of commencement of Services is within 07 days of the date of Letter of Acceptance
2.3	**COMPLETION DATE** Initial contract period is **04 calendar months** and the estimated number of professional staff – months required for the assignment is **04**
3.4	**The insurance coverage against the risks shall be as follows:** Professional liability insurance, with a minimum coverage of the total ceiling amount of the Contract (100% of the Contract Price) Insurance Coverage should be as follows Pre & Post contract Period + 3 years of Completion of the Construction work.
6.1	The applicable option is: Option A
6.3 (a)	The amount in LKR is ----------
6.3 (b)	The amount in foreign currency or currencies is ……
6.5	Appendix G
6.6	Not Applicable
8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute Party submitted by arbitration to the other party shall be heard by a sole arbitrator: (a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to High Court of Sri Lanka to nominate the arbitrator for the matter in dispute.
	2. 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 origin al arbitrator.
	3. the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

V. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL

Note: List under:
C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and estimated staff-months for each. In case where Consultant will be paid based on the time spend by any Personnel, list here the hours of work for Key Personnel;

APPENDIX D - SCHEDULE OF FEES

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

(Refer Form FIN- I, Form FIN –II, Form FIN –III and Form FIN –IV)

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):

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

(b) Air transport for Foreign Personnel:

the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office;

(c) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.

(d) The cost of printing, reproducing of the documents, reports, drawings, etc.

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

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

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

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

N/A

APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Appendix A

Agreement dated ……

SELECTION OF CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH

The Scope of Services to be provided by the Consultant shall be as specified in the document titled "Scope of Services Provided by the Consultants" and the areas of the responsibility of the Consultant shall be subject to section 5 of this document.

Services shall be provided to the Client during the following phases of a Project:

a) PRE-FEASIBILITY PHASE - Not Applicable

b) FEASIBILITY PHASE

As per Scope of the Consultancy Service specified in TOR (Section -5)

c) SCHEMATIC DESIGN PHASE

As per Scope of the Consultancy Service specified in TOR (Section -5)

d) DESIGN DEVELOPMENT PHASE

As per Scope of the Consultancy Service specified in TOR (Section -5)

e) CONSTRUCTION DOCUMENT PHASE

As per Scope of the Consultancy Service specified in TOR (Section -5)

f) BIDDING OR NEGOTIATING PHASE

As per Scope of the Consultancy Service specified in TOR (Section -5)

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Appendix D

SCHEDULE OF FEES

Referred to in the Agreement

dated……..……..……

Between……

and……..……

for……..……

The Fees payable to the Consultant shall be as stated below.

D.1 TOTAL CONSULTANCY FEE

The total consultancy fee for the above scope of works (Pre-contract stage) shall be calculated as follows

	Cost (Sri Lankan Rupees)
CONSULTING SERVICES FOR FEASIBILITY STUDY, HYDRODYNAMIC MODELING, AND PRELIMINARY ENGINEERING DESIGN OF ECO-FRIENDLY SUSTAINABLE SOLUTION FOR SAFE NAVIGATION AT CHILAW LAGOON MOUTH (FIN-3- A)	
Breakdown of Other Expenses - (FIN-3 B)	
Sub Total 1 – Total Costs of Financial Proposal carried to FIN FORM 1 (exclusive of Value Added Tax & Contingencies)	
Contingencies 10%	
Sub Total 2	
VAT – 18%	
Total Cost (including VAT)	

D.2 INTERIM PAYMENTS

D.2.1 Feasibility and Detailed Design

Interim payments for percentages and lump sum fee shall be paid at completion of work phases as follows:

WORK PHASES	PERCENTAGE FEE PAYABLE	ADVANCE PAYMENT & RECOVERY
Advance Payment		20%
Acceptance of Inception Report	25%	-5%
Acceptance of reports on **Hydrodynamic & Sediment Transport Modeling Report**	25%	-5%
Acceptance of reports on **Draft Feasibility & Soft Engineering Design Report**	25%	-5%
Acceptance of reports on **Final Feasibility Report, Technical Specifications & BOQ**	25%	-5%
Total	**100**	**0.00%**

At the failure of above submissions within the dates/ durations as specified in Table 1: Summary of Major Outputs and Activities of Section - 5 Terms of Reference, relevant payment will be subjected to the deduction of 5% of the payment of the relevant stage.

D.3 MOBILIZATION ADVANCE

Where a mobilization advance is to be paid to the Consultant the advance payment shall be 20% of the total Consultancy Fee exclusive of Provisional sum with submission of an acceptable irrevocable, unconditional on demand bank guarantee as per the format at Appendix "F", issued by a Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka. The advance payment will be set off by the client as shown in the table D.2.1. The Advance Payment Guarantee shall be valid 28 days beyond the Stage I and II Post Consultancy period.

Appendix E

Agreement Dated …….

SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Equipment, Materials, Supplies and Facilities Furnished by the Client, free of charge, for the accomplishment of services in the agreement shall be as follows;

1. **Equipment**

   - Not applicable

2. **Materials**

   Not applicable

3. **Supplies**

   Available documents will be supplied

Appendix F

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the _____ day of _____, 2_,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely conv retable currency acceptable e to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a on e-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."