



**Ministry of Industry and Entrepreneurship Development
Sri Lanka Export Development Board**

REQUEST FOR PROPOSALS (RFP) on Two Envelope System

Volume 1

for

**Procurement of Selection and Employment of a
Consultancy Firm**

for the

**Study, Design, Development, Coordination, Organizing,
and Implementation of the Sri Lanka Expo 2026**

organized by the Sri Lanka Export Development Board

(SLEDB)

Contract Number EDB/PU/CPCC/2026/01

**Export Development Board
9th Floor, DHPL Building, 5, No. 42 Nawam Mawatha, Colombo 02**

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January 2026

Content of set of Request for proposal

Section	Content	Page
Volume 01		
I	Letter of Invitation	1-5
II	Instruction to Consultancy firm (ITC)	6-26
II	Data Sheet	27-34
III	Qualification and Evaluation Criteria	35-45
IV	Technical Proposal Standard Forms	46-61
V	Financial Proposal Standard Forms	62-68
VII	General Condition of Contract	69-83
VIII	Special Condition of Contract	84-89
IX	Appendices	90-95
X	Contract Forms	96-100
Volume 2		
VI	Part 01 Terms of Reference	5-41
	Part 02: Compliance Sheet	42-45



**Ministry of Industry and Entrepreneurship Development
Sri Lanka Export Development Board**

Contract No. EDB/PU/CPCC/2026/01

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

**From Qualified & Professional Consultancy Firms for
Procurement of Selection and Employment of a Consultancy Firm
for the Study, Design, Development, Coordination, Organizing, and
Implementation of the Sri Lanka Expo 2026 organized by the Sri
Lanka Export Development Board (SLEDB)**

1. The Sri Lanka Export Development Board (SLEDB), operating under the purview of the Ministry of Industry and Entrepreneurship Development, plans to host Sri Lanka Expo 2026, an international exhibition, from 18th to 21st June 2026 at the Bandaranaike Memorial International Conference Hall (BMICH). In line with the Government of Sri Lanka's strategic initiatives to expand export markets, Sri Lanka Expo 2026 is envisioned as a flagship event that will provide a global platform for international buyers, investors, and key stakeholders to experience Sri Lankan products and services firsthand, thereby enhancing international visibility, fostering positive perceptions, and stimulating global demand for Sri Lankan exports.
2. The Chairman, Cabinet Appointed Consultants Procurement Committee (CPCC), on behalf of Sri Lanka Export Development Board (SLEDB) now invites sealed Technical and Financial proposals from Qualified & Professional Consultancy Firms for the Procurement of Selection and Employment of an Consultancy Firm for the Study, Design, Development, Coordination,

Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB).

3. Proposal will be conducted through the Quality and Cost Based Selection (QCBS) –specified in the Selection and Employment of Consultants Guidelines 2007 and are opened to all eligible consultants as defined in the Guidelines.
4. To be eligible for contract award, the successful consultancy firm shall not have been blacklisted. The qualification criteria for the eligible consultancy firm shall include the following. (Additional qualification requirements are given in the Procurement Documents).

a) General Experiences

The consultancy firm shall have a minimum of 7 years of continuous and demonstrable experience, as at the proposal submission deadline, in event management, including study, design, organization, and execution of large-scale international or national exhibitions, trade fairs, conferences, or promotional events.

b) Specific Experience in contract of similar nature.

The Consultant shall have successfully completed at least two (02) large-scale events, or an equivalent level of international exposure, within the past Ten (10) years as at the proposal submission deadline. The minimum value of each contract must not be less than Sri Lankan Rupees (LKR) 40 million, and the contract must have been completed or operational within last 10 years prior to the proposal submission deadline.

c) Financial Capacity

- i. The Consultancy firm (or lead partner in case of a JV/Consortium) shall have an annual average turnover of at least LKR 120 million-(or equivalent in foreign currency) during the past three years.
- ii. The Consultancy firm must demonstrate access to or availability of financial resources, such as liquid assets, lines of credit, or other financial means, to meet the cash flow requirement of not less than LKR 20 million, net of the Consultant's other commitments for this project.

5. Interested eligible Consultancy firm may obtain further information from Assistant Director-Procurement, Level 06, NDB – EDB Tower, No.42, Nawam Mawatha, Colombo 02, Telephone: 011-2300702, email: disna@edb.gov.lk. the Procurement Document published on the SLEDB website <https://www.srilankabusiness.com/announcement> Further, procurement document published on the SLEDB website only for reading purpose.

6. A complete set of Procurement Documents in English may be purchased from SLEDB (address above para 5) by interested consultancy firm on the submission of a written request on a business letterhead and upon payment of a non-refundable fee of LKR 25,000.00. The method of payment will be by cash.
7. The original of the proposal should enclosed in cover and top left-hand corner shall be marked as “EDB/PU/CPCC/2026/01” – proposal for “Procurement of Selection and Employment of an Consultancy Firm for the Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB)”.
8. Proposals must be delivered to the address (above para 5) on or before 2.00 p.m. on February 27th, 2026. Late proposals will be rejected. Proposals will be opened soon after the proposal closing in the presence of the consultancy firm’s representatives, who choose to attend at 2.00 p.m. on February 27th, 2026. All proposals must be accompanied by a Proposal Security in the form of bank guarantee of not less than Sri Lankan Rupees one million (LKR 1,000.000.00).
9. A Pre-Proposal Meeting will be held at 10.00 a.m. on 06th February, 2026 in the 9th Floor VIP room of EDB. All interested Consultants may participate to the Pre-Proposal meeting.

The Chairman

Cabinet Appointed Consultant Procurement Committee (CPCC)

Sri Lanka Export Development Board (EDB)

No. 42, Nawam Mawatha, Colombo 02

January 26, 2026

Section II

Instruction to Consultants (ITC) and Data Sheet

Instruction to Consultants	
ITC Clause	Description
A. General Provisions	

1. Definitions	<p>1.1. "Client" means the procurement entity with which signs the Contract for the Services with the selected Consultant.</p> <p>1.2. "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>1.3. "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>1.4. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement.</p> <p>1.5. "Day" means a calendar day.</p> <p>1.6. "Government" means the government of the Client's country.</p> <p>1.7. "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;</p> <p>1.8. "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the all information needed to prepare their Proposals.</p> <p>1.9. "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.</p>
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	<p>1.10. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>1.11. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.</p> <p>1.12. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the guide for the preparation of the RFP.</p> <p>1.13. “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>1.14. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.</p> <p>1.15. “Terms of Reference (TOR)” (this Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
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2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiating and ultimately for a signed the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client and clarify any doubts before submitting a proposal. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the study.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs and facilities specified in Data sheet, assist the firm in obtaining license and permits needed to carry out services, and make available relevant project data, and reports required for the</p>
	<p>preparation of the Consultant's Proposal as specified in the Data Sheet.</p> <p>2.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>

<p>3. Conflict of Interest</p> <p>a) Conflicting Activities</p> <p>b) Conflicting Relationships</p>	<p>3.1. The Consultancy Firm is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.</p> <p>3.1.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>i. <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or services other than consulting services and any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p> <p>3.2 <u>Relationship with the Client's staff:</u> 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 for the assignment, (ii) the selection process for such assignment, or (iii) the supervision of the Contract, may not be awarded a Contract. 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</p>
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	<p>having this effect. Failure to disclose said situation may lead to the disqualification of the Consultant or the termination of its Contract</p> <p>3.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies is acceptable provide 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 on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as a part of his technical proposal.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>

<p>5. Fraud and Corruption</p>	<p>5.1. 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, following definitions are given.</p> <ul style="list-style-type: none"> (i) “corrupt practice” means offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public officials in the selection process or in contract execution. (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the PE, designed to establish prices at artificial, non-competitive 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.
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B. Preparation of Proposals	
<p>6. Eligibility of Sub- Consultants</p>	<p>6.1. In case a Consultant intends to associate with Consultants who have not submitted their own proposal, such other Consultants and/or individual experts(s) shall be subjected to eligibility criteria set forth in the Guidelines.</p>
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal</p>

8. Cost of Preparation of Proposal	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	11.1. The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

<p>12. Proposal Validity</p> <p>a. Extension of Validity Period</p> <p>b. Substitution of Professional staff at Validity Extension</p> <p>c. Sub- Contracting</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain availability of the Professional staff.</p> <p>12.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals to extend the validity of the Proposal.</p> <p>12.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Professional staff nominated in the Proposal.</p> <p>12.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p> <p>12.6 If any of the Professional becomes unavailable for the extended validity period, the Consultant shall seek to substitute another Professional. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Professional shall have equal or better qualifications and experience than those of the originally proposed Professional. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Professional.</p> <p>12.7 If the Consultant fails to provide a substitute Professional with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p> <p>12.8 The Consultant shall not subcontract the whole of the Services.</p>
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13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals" submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the</p>
	<p>response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>

14. Preparation of Proposals Specific Considerations	<p>14.1 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.</p> <p>14.2 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.2.1 The Consultant may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants.</p> <p>14.2.2 The Client may indicate in the Data Sheet the estimated Professional time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing</p>
	<p>material financial information shall be declared non-responsive.</p> <p>15.1.1 consultancy Firm shall not propose alternative Professionals. Only one CV shall be submitted for each Professional position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP. Submission of wrong type of Technical Proposal will result in Proposal being deemed nonresponsive.</p>

<p>16. Financial Proposal</p> <p>a. Price Adjustment</p> <p>b. Taxes</p> <p>c. Currency of Proposal</p> <p>d. Currency of Payment</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet.</p> <p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p> <p>16.3 The Consultancy may be subjected to Value Added Tax, on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amount 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 prices of other activities or items.</p> <p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency</p> <p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal</p>
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C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall initial all the pages of the original Technical and Financial Proposals and shall initial all pages of both. 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 sign Technical and Financial Proposal shall be marked “ORIGINAL”.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked</p>

	<p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope</p>
	<p>shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIALS APPOINTED BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>"FINANCIAL PROPOSAL" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicative above, this will constitute grounds for declaring the Proposal nonresponsive.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 The Client shall open the Technical and Financial Proposals immediately after the deadline for their submissions.</p>
<p>18. Opening of Technical Proposals</p>	<p>18.1 Technical and Financial Proposals shall be opened publicly, in the presence of the Proposals' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet.</p>

	18.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all included; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (v) any other
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	information deemed appropriate or as included in the Data Sheet .
19. Proposals Evaluation	<p>19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and Financial Proposal. Any effort by Consultant to influence the Client in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of Consultants Proposal.</p> <p>19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.1.</p>
20. Evaluation of Technical Proposals	<p>20.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. 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.</p>

21. Financial Proposals Evaluation	<p>21.1. Following the ranking of the Technical Proposals, when the selection is based on quality and Cost. The selection procedure indicated in Data Sheet and negotiate the Contract with order from highest ranking</p> <p>21.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposals of the technically Qualified Consultants/Proposals is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
22. Correction of Errors <p>a. Time-Based Contracts</p>	<p>22.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>22.1.1. If a Time-Based contract form is 1nncluding in the RFP, the Client's evaluation committee will (a) correct</p>

<p>b. Lump-Sum Contracts</p>	<p>Any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs including for the respective activities or items including in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall.</p> <p>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 including in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p> <p>22.1.2. If a Lump-Sum contract form is including in the RFP, the Consultant is include to have including all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p>
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23.	<p>23.1 In the case of QCBS, The Employer's evaluation of responsive proposals will take into account technical factors, in addition to cost factors. An Evaluated Proposal Score (B) will be calculated for each responsive proposal using the following formula, which permits a comprehensive assessment of the proposal price and the technical merits of each proposal:</p> $B \equiv \frac{P_{low}}{P} X + \frac{T}{T_{high}} (1 - X)$ <p>where;</p> <p>P = Evaluated Proposal Price</p> <p>P_{low} = the lowest of all Evaluated Proposal Prices among responsive proposals</p> <p>T = the total Technical Marks awarded to the proposal</p> <p>T_{high} = the Technical Marks achieved by the proposal that was scored highest among all responsive proposals</p>
	<p>T = the total Technical Marks awarded to the proposal</p> <p>T_{high} = the Technical Marks achieved by the proposal that was scored highest among all responsive proposals</p> <p>Weight of the evaluated Proposal Price ("X" in the evaluated Proposal Score formula) = 20% The proposal with the highest Evaluated Proposal Score (B) among responsive proposals shall be termed the Lowest Evaluated Proposal and is eligible for Contract award, provided the Consultants was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with post qualifications requirements stipulated in the RFP. The Qualifications and Evaluation criteria are explained in section III in this RFP.</p> <p>23.2 In case of Fixed Budget Selection, the Client will select the firm that submitted the highest ranked Technical proposal within the budget. Proposal that exceed the indicated budget will be rejected.</p> <p>23.3 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.</p>

<p>24. Negotiations</p> <p>a. Availability of Professional staff</p>	<p>24.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>24.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>24.3. The invited Consultancy Firm shall confirm the availability of all Professional staff included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 11. Failure to confirm the availability of Professional staff may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>24.4. Notwithstanding the above, the substitution of Professional staff at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Professional staff within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or</p>
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	<p>b. Technical Negotiations</p> <p>better qualifications and experience than the original candidate.</p> <p>24.5. The negotiations include discussions of the Technical Proposal, the proposed technical approach and methodology, work plant and organization and staffing, any suggestion made by the Consultant to improve the Terms of References and the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. The Client and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistic, 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.</p> <p>24.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of services.</p> <p>24.7. Unless there are exceptional reasons, the financial negotiations will involve neither remuneration rates for staff nor other proposed unit rates. For other methods, Consultant will provide the Client with the information on remuneration rates describe in Appendix attached to Section 4- Financial Proposal- Standard Forms of this RFP.</p>
<p>25. Conclusion of Negotiations</p>	<p>25.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>25.2 If the negotiations fail, the Client shall invite the next- ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>

26. Award of Contract	<p>26.1 After completing negotiations, the Client shall award the Contract to the selected Consultant who have submitted proposals. After Contract signature, the Client shall return the unopened</p>
Sheet	<p>Financial Proposals to the unsuccessful Consultants.</p> <p>26.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
27. Confidentiality	<p>27.1 Information relating to evaluation of proposal and recommendations concerning awards shall not disclose to the Consultant who submitted the Proposal or to other person not officially concerned with the process, until the publication of the award of Contract.</p>

Section II Instructions to Consultancy Firm and Data Sheet

Data Sheet	
ITC Reference	A. General
1.1	<p>Name of the Client: Sri Lanka Export Development Board</p> <p>Method of Procurement: In accordance with the <i>Procurement Guidelines – 2007 on Selection and Employment of Consultants</i>, issued by the National Procurement Agency (NPA), the Quality and Cost Based Selection (QCBS) method has been adopted.</p>
1.2	<p>Name of the assignment is: “Procurement of Selection and Employment of Consultancy Firm for the Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB)”</p> <p>Contract Number: EDB/PU/CPCC/2026/01</p> <p>Financial Proposal to be submitted together with Technical proposal : YES</p>
1.3	<p>The Client’s representative is:</p> <p>The Chairman/ CEO</p> <p>Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02.</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <p class="list-item-l1">(a) Necessary assistance to coordinate with related organizations</p> <p class="list-item-l1">(b) Further information and any other available details if required</p>
B. Preparation of Proposals	
9.1	Proposals shall be submitted in following language; English

The Proposal shall comprise the following:

For FULL TECHNICAL PROPOSAL (FTP):

1st Inner Envelope with the Technical Proposal:

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH -2	Consultants Information Sheet
TECH -3	Proposal Security
Power of Attorney	No pre-set format/form. Proposal Must be submitted Notarized Power of Attorney in standard format
TECH-4	Non-collusion Declaration
TECH-5	Consultant's Organization and Experience.
TECH-5A	A. Consultant's Organization
TECH-5B	B. Consultant's Experience
TECH-6	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-6A	A. On the Terms of Reference
TECH-6B	B. On the Counterpart Staff and Facilities
TECH-7	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-8	Team composition, assignments and professional staff inputs, Curriculum vitae
TECH-9	Staffing Schedule

	<ol style="list-style-type: none"> 1. <u>Proposal security</u> <ol style="list-style-type: none"> a) The Consultancy Firm shall furnish, as part of the proposal, a Proposal Security (Proposal Guarantee), an unconditional on demand bank guarantee: <ol style="list-style-type: none"> i. Issued by any Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. ii. In favor of The Chairman/CEO, Sri Lanka Export Development Board (The name of beneficiary) iii. In the form included in Section IV of the bidding documents iv. The amount of the Bid Security shall be LKR 1,000,000.00 [Sri Lankan Rupees one million] v. The validity period of the bid security shall be from February 27, 2026 until 25th June 2026 vi. If the Proposal is not accompanied by an acceptable Proposal Security (Proposal Guarantee) as requested above, the Proposal shall be rejected by the Employer. vii. will be discharged within 14 days after the Consultancy Firm (Service Provider) has signed the Agreement and furnished the required Performance Security. viii. The Proposal Security May be forfeited • if the Consultancy Firm withdraws the Proposal after opening of the Proposal during the period of Proposal validity; • if the Consultancy Firm does not accept the correction of the errors in price Proposal • in the case of a successful Consultancy firm, if the Consultancy Firm fails within the specified time limit to: <ul style="list-style-type: none"> ▪ Sign the Contract; or ▪ Furnish the required Performance Security 2. <u>Documentary evidence for Authentication of signatory on the proposal on behalf of bidder</u> <ol style="list-style-type: none"> a. Bids submitted by a limited liability Company or a Corporation: A notarized Power of Attorney; or a Board resolution certified by a Company Secretary. b. Bids submitted by a single Proprietor: Signature of the Proprietor or notarized Power of Attorney. c. Bids submitted by a Partnership: Notarized Power of Attorney. A Copy of the partnership agreement shall be submitted with the power of Attorney 3. <u>Following Additional Documents should be Attach with the first Envelops</u> <ol style="list-style-type: none"> I. A copy of Business registration II. A copy of memorandum of articles (in case of a company) III. Copy of Agreement (in case of Partnership / Joint Venture)
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	<p>IV. A banker's statement, statements of business accounts, statement of overall business turnover, in three (03) previous financial years.</p> <p>V. Certificate of quality control. (ISO, etc.)</p> <p>The top left corner of the first envelope shall be clearly marked as 'Technical Proposal – Open on February 27,2026</p> <p>2ndInner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>Top of the left corner of second (2nd) envelop marked as 'Financial Proposal – Do not Open'</p> <p>Both the Technical Proposal and Financial Proposal must be enclosed in a single outer envelope. The top left corner of this outer envelope shall be marked as 'Selection of Consultant for Consultancy Firm Expo 2026.</p> <p>Failure to submit the Technical and Financial Proposals in separate envelopes, as instructed above, may result in the rejection of the proposal.</p> <p>Note- The bidder shall submit a “soft Copy” of the original Bid together with the hard copy of the original bid</p>
12.1	Proposals must remain valid 27 th May 2026
12.8	<p>Consultants may associate with other Consultants through</p> <p>(a) Joint Venture(s): Applicable.</p> <p>JV agreement and Power of Attorney must be submitted.</p> <p>or</p> <p>(b) Sub Consultancy: Applicable</p>
13.1	<p>Clarification</p> <p>For Clarification of proposal purposes only, the Employer's address is:</p> <p>Attention: Head of Procurement</p> <p>Address: Sri Lanka Export Development Board (EDB)</p> <p>6th Floor,</p> <p>NDB EDB Tower,</p> <p>No. 42 Nawam Mawatha,</p> <p>Colombo 02</p> <p>Email: disna@edb.gov.lk</p> <p>Telephone: 0112300702</p> <p>Note:</p>

	<p>i. All requests for clarification shall be submitted via email The deadline of the submission of clarification is 15 days prior to the proposal submission.</p> <p>Responses to clarifications and addenda will be published on the EDB website at: https://www.srilankabusiness.com/announcement.</p>
16.2	A price adjustment provision applies to remuneration rates: No
16.5	Amount payable by the Client to the Consultant only if VAT subjected to VAT: Yes

16.4	The single currency for price conversion is; Sri Lankan Rupees

C. Submission, Opening and Evaluation

17.1	The Consultant shall not have the option of submitting their Proposal electronically
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and (1) copy; (b) Financial Proposal: one (1) original and (1) copy.</p>
17.8	<p>The Proposals must be submitted no later than:</p> <p>Date : February 27, 2026</p> <p>Time: 02.00 pm</p> <p>Attention: Head of Procurement</p> <p>Address: Chairman/ CEO</p> <p>Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02.</p> <p> </p> <p>The deadline for the submission of proposals is:</p> <p>Date: February27,2026</p> <p>Time: 02.00 pm</p>

18.1	<p>The opening shall take place at:</p> <p>Date: February 27, 2026</p> <p>Time 2.00pm</p> <p>Address:</p> <p>Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02</p> <p>Venue: 6th Floor, Sri Lanka Export Development Board</p>
20	Refer Section III i- Qualifications and Evaluation Criteria n Volume 1

	<p style="text-align: center;">D. Negotiations and Award</p>
24.1	<p>Expected date and address for contract negotiations: Date: March 23, 2026</p> <p>Address: Chairman, Address: Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02</p>

26.2	<p>Expected date for the commencement of the Services: Date: March 31, 2026 At: Chairman, Address: Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02</p>
Pre proposal meeting	<p>Pre Proposal meeting will be held on the February 06 2026, 10.00 am at the conference hall The Sri Lanka Export Development Board 2</p>

Section III

Evaluation and Qualification

Criteria

3.1 Evaluation of Proposal

This section contains the criteria that the Employer will use evaluate and qualify consultants. The consultant shall provide all the information request in the forms included in Section IV-Proposal Forms and the Procurement Document.

3.2 Preliminary Examination of Technical Proposals

The Employer shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Completeness of technical proposal Submission form;
- (b) Completeness of submission of technical proposal forms
- (c) Written confirmation of authorization to commit the Consultant;
- (d) Proposal security .
- (e) In case of Joint ventures joint venture agreement and Notarized power of attorney for authorized signatory
- (f) Completeness of submission of any other document indicated in ITC.10.1

3.3 Eligibility and Qualification of the Consultant

The Employer will review all Technical Proposals submitted to determine whether the Consultant is eligible and qualified as per the Consultant's Qualification Criteria specified in Below.

a) Contractual and Legal Requirement

- i. The Consultant must be a legally registered entity in Sri Lanka or a foreign entity lawfully permitted to operate in Sri Lanka.
- ii. In the case of a Joint Venture (JV) or Consortium, a legally valid Power of Attorney (PoA) must be provided authorizing the lead partner to represent the JV/Consortium in all contractual matters.
- iii. The JV/Consortium Agreement must clearly define the roles, responsibilities, and financial shares of each partner.
- iv. The Consultant must confirm that they are not blacklisted or debarred by any government, semi-government, or international organization.
- v. The Consultant should be compliant with all applicable labor laws, safety regulations, and environmental standards.
- vi. The firm must have the legal right to submit a proposal and should not have been subject to any legal penalties or sanctions by any court in the past five years.

b) Financial Capacity

- i. The Consultant shall demonstrate sound financial standing, supported by audited financial statements for the last three consecutive financial years (2021, 2022, and 2023).
- ii. the Consultant (or lead partner in case of a JV/Consortium) shall have an annual average turnover of at least 80 million (or equivalent in foreign currency) during the past three years.
- iii. The Consultant must demonstrate the financial capacity to manage advance funding and large-scale event cash flows related to logistics, procurement, and human resource arrangements.
- iv. The Consultant shall not be financially insolvent or involved in bankruptcy proceedings
- v. The Consultant must demonstrate access to or availability of financial resources, such as liquid assets, lines of credit, or other financial means, to meet the cash flow requirement of not less than LKR 20 million, net of the Bidder's other commitments for this project.

c) Experience and Technical Capacity

- i. The Consultant shall have a minimum of seven (07) years of continuous and demonstrable experience, as at the proposal submission deadline, in event management, including the planning, design, organization, and execution of large-scale international or national exhibitions, trade fairs, conferences, or promotional events.
- ii. The Consultant shall have successfully completed at least two (02) large-scale events, or an equivalent level of international exposure, within the past Ten (10) years as at the bid submission deadline. The minimum value of each contract must not be less than Sri Lankan Rupees (LKR) 40 million, and the contract must have been completed or operational within last Ten (10) years prior to the bid submission deadline.
- iii. The Consultant must demonstrate experience in at least two (02) events in digital content creation, social media campaigns, and online promotional activities associated with international events.
- iv. The Consultant should have prior experience in at least two (02) organizing multi sector exhibitions involving foreign delegates, investors, and VIP-level participants.
- v. Demonstrated experience in coordination with government agencies, private sector sponsors, hotels, media, and foreign embassies will be an added advantage.
- vi. The Consultant must have the necessary technical expertise and logistical capacity, including design, stage setup, booth construction, IT and AV systems, and on-site operational teams.
- vii. The Consultant should possess in-house or outsourced professional capabilities in:
 - Event planning and project management
 - Exhibition design and production
 - Media and public relations
 - Cultural and entertainment programming
 - Digital marketing and branding

(b) Guest and VIP protocol coordination

3.4 Detailed Evaluation of Technical Proposals

If proposal is qualifying in preliminary screening and fulfil the requirement of eligibility criteria and qualification criteria (3.2 and 3.3 in section III) The Employer will evaluate the Technical Proposals using the following criteria:

- a) In order to evaluate the quality aspects of the Technical Proposal, Consultant must state comprehensively with sufficient details, how their Proposal meets the Technical Requirements specified in Volume 2 (Schedule of Requirements – Terms of References (TOR) Sufficient documentary evidence shall be provided where applicable.
- b) Consultant's Technical proposal must meet all the requirements stipulated in Volume 2 of this Procurement Document.

3.4.1 Evaluation components and applicable ratings

During the evaluation process, the evaluation committee will assign to each selected feature a whole number rating from 0 to 100, where 0 means that the feature is absent and 100 for significantly exceeding the requirements

The Technical evaluation shall be made based on 4 major evaluation criteria with their corresponding Point on a scale of 100 Points as summarized below;

To be technically qualified, a consultant must earn at least 80 points out of 100 marks

The Technical marks assigned for each category

Table 3.1 Technical Marks for each Category

Main Criteria (MC)		Points
1	Specific experience of the Consultant (as a firm) relevant to the Assignment	30
2	Qualification and Experience of Key Expertise	20
3	Details on the technical approach and methodology of implementation	30
4	Financial capability	20
	Total	100

1. Specific experience of the Consultancy firm relevant to the Assignment (Max Points = 30)

<i>Table 3.2 Service Provider's Experiences</i>							
Specification Criteria	Marks						
01. Experiences in Years Consultancy Firm national Level with international exposure	10	The following aspects are considered for evaluation:					
		7 years	Next Each year (3%) (Maximum 10 years)				
		70%	30%				
02. Experiences in Engagements (As per TOR and Qualification criteria)	10	The following aspects are considered for evaluation:					
		2 Projects	Next Each Project (10%) (Maximum 3 Projects)				
		70%	30%				
03. Value of the project	10	<p>The consultancy firm should have successfully completed at least two (02) projects, supported by reference letters. The minimum value of each project must not be less than LKR forty (40) million, and the projects must have been completed within the last ten (10) years prior to the Bid Submission Deadline.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">2 Projects</td><td style="width: 50%;">Next Each Project (6%) (Maximum 5 Projects)</td></tr> <tr> <td>70%</td><td>30%</td></tr> </table>		2 Projects	Next Each Project (6%) (Maximum 5 Projects)	70%	30%
2 Projects	Next Each Project (6%) (Maximum 5 Projects)						
70%	30%						
Submission of the required documents and references in the relevant TECH Forms for the evaluation of specific experience		The Consultant shall indicate previous specific experience in Form TECH-05, supported by Letters of Acceptance or Completion Certificates					

2 Qualification and Experience of Key Expertise (Point = 20)

Key Professional Staff						
Evaluation Criteria	Points	Description and Points				
1. Team Leader / Project Director (6 Marks)						
Academic and Professional Qualification	01	<p>The following aspects are considered for evaluation: Minimum Requirement: Refer TOR</p>				
		Minimum Requirement	Master's Degree in Relevant Field	Professional Qualification		
		70	20%	10%		
Experiences	03	<p>The following aspects are considered for evaluation: Minimum Requirement: Refer TOR</p>				
		Minimum Requirement	Next each year (Maximum 5 years)			
		70%	6%			
Working as a Team leader	02	<p>The following aspects are considered for evaluation:</p>				
		One Project	Two Projects			
		70%	100%			
2. Deputy Project Manager / Operations Manager (3 Marks)						
Academic and Professional Qualification	01	<p>The following aspects are considered for evaluation: Minimum Requirement: Refer TOR</p>				
		Minimum Requirement	Master's Degree or equivalent specialization	Professional Certificate		
		70%	20%	10%		
Experiences	02	<p>The following aspects are considered for evaluation: Minimum Requirement: Refer TOR</p>				
		Minimum Requirement	Next each year (Maximum five Years)			
		70	6%			
3. Exhibition & Infrastructure Manager (02 Marks)						
Academic and Professional Qualification	0.5	<p>The following aspects are considered for evaluation: Minimum Requirement: Refer TOR</p>				
		Minimum Requirement	Postgraduate qualifications in Quality/Standards/Regulatory Affairs			
		70%	30%			
Experiences	1.5	<p>The following aspects are considered for evaluation: Refer TOR</p>				
		Minimum Requirement	Next Each Year (Maximum 5)			

		70%	6%
4. Creative Director / Event Designer (03 Points)			
Academic and Professional Qualification	01	The following aspects are considered for evaluation: Refer TOR	
		Minimum Requirement	Postgraduate qualification or professional qualifications
		70%	30%
Experiences	02	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Additional 5 more years
		70%	Each 6%
5. Ceremonies & Special Events Manager (01 Points)			
Academic and Professional Qualification	0.5	The following aspects are considered for evaluation: Refer TOR	
		Minimum Requirement	Postgraduate or equitant qualifications in relevant field
		70%	30%
Experiences	0.5	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Additional 5 more years
		70%	6%
6. ICT & Digital Platform Manager (01 Points)			
Academic and Professional Qualification	0.5	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Postgraduate or equitant qualifications in relevant field
		70%	30%
Experiences	0.5	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Additional 5 more years
		70%	6%
7. Media & Communications Manager (01 Points)			
Academic and Professional Qualification	0.5	The following aspects are considered for evaluation: Refer TOR	
		Minimum Requirement	Postgraduate qualifications in IT/Engineering
		70%	70%
Experiences	0.5	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Additional 5 more years
		70%	6%
8. Logistics & Hospitality Manager (01 Points)			
Academic and Professional Qualification	0.5	The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
		Minimum Requirement	Postgraduate qualifications or equaling

		70%	30%
Experiences		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Next Each Year maximum 5 years
70%		6%	
9. Health, Safety & Compliance Officer (01 Points)			
Academic and Professional Qualification		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Postgraduate qualifications in IT/Engineering
70%		30%	
Experiences		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Next Each year Maximum 5 Years
70%		6%	
10. Finance & Contract Administration Manager (01 Points)			
Academic and Professional Qualification		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Postgraduate qualifications
70%		30%	
Experiences		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Next Each Maximum 5 Years
70%		6%	
11. Monitoring & Quality Assurance Manager (01 Points)			
Academic and Professional Qualification		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Postgraduate qualifications
70%		30%	
Experiences		The following aspects are considered for evaluation: Minimum Requirement: Refer TOR	
0.5		Minimum Requirement	Next Each Maximum 5 Years
70%		6%	
Submission of the required documents and references in the relevant TECH Forms for the evaluation of specific experience		TECH-05 and TECH 09	

3. Details on the technical approach and methodology of implementation: (Point =30)

Table 3.3.2.4 3. Details on the technical approach and methodology of implementation: (Point = 30)

Evaluation Criteria	Points	Description and Points			
6.1 Technical Approach and Methodology [22.5 Points]					
6.1.1 Understanding of the Terms of Reference (TOR)	05	The following aspects are considered for evaluation: Professional Adviser explains their understanding on the objectives of the project and project scope			
		Very Good (100%)	Good (90%)	Satisfactory (70%)	Poor (30%)
		05 points	4.5 points	3.5 points	1.5 points
6.1.2 Approach	12.5	The following aspects are considered for evaluation: Professional Adviser explains the technical approach and methodology they would adopt to address the objectives of the project, project scope and work plan			
		Very Good (100%)	Good (90%)	Satisfactory (70%)	Poor (30%)
		12.5 points	11.25 points	8.75 points	3.75 points
6.1.3 Use of Project management Techniques	5	The following aspects are considered for evaluation: The TOR require the Professional Adviser to provide a Quality and Contingency Plan and carry out the assignment according to its provisions, an outline of the Quality and Contingency Plan should be included in this section of the proposal.			
		Very Good (100%)	Good (90%)	Satisfactory (70%)	Poor (30%)
		5 points	4.5 points	3.5 points	1.5 points
6.2 Work plan, Selection of staff and Expert-man hour requirement and Timeliness of Output [5 Points]					
6.2.1 Approach to Achieve tasks	2.5	The following aspects are considered for evaluation: Graphical presentation of work plan and staffing schedule.			
		Very Good (100%)	Good (90%)	Satisfactory (70%)	Poor (30%)
		2.5 points	2.25 points	1.75 points	0.75 points
6.2.2 Planning and arranging staff	2.5	The following aspects are considered for evaluation: Relationship between required Man-hours and estimated project resources requirements, and compatibility of manning schedule with the proposed work plan.			
			Good		Poor
		Very Good (100%)	(90%)	Satisfactory (70%)	(30%)
		2.5 points	2.25 points	1.75 points	0.75 points

6.3 Organization and Staff [2.5 Points]					
6.3.1 Composition of the team including supporting Staff	2.5	The following aspects are considered for evaluation: Professional Adviser proposes the structure and composition of their team			
		Very Good - 100%	Good (90%)	Satisfactory (70%)	Poor (30%)
		2.5 points	2.25 points	1.75 points	0.75 points
Submission of the required documents and references in the relevant TECH Forms for the evaluation of specific experience		TECH-06 TECH-07 TECH-08			

1.3.2.1 Determining Consultant's Technical Responsiveness

In order to be considered as “Substantially Responsive” to the technical requirements and to be considered as eligible for the subsequent evaluations, a Consultants must satisfy the following condition.

The Consultant must obtain at least 50% of the marks allocated for each main category under the technical evaluation criteria (Table 3.3.1). In addition, the total technical score (T) for the proposal must be equal to or greater than 70% ($T \geq 70\%$). Proposals that fail to meet either of these requirements will be disqualified from further evaluation, and their Financial Proposals will be returned unopened.

1.4. Price Evaluation

The Price proposals shall be evaluated by adjusting arithmetic errors.

1.5. Combined Evaluation

The Employer’s evaluation of responsive proposals will take into account technical factors, in addition to cost factors. An Evaluated Proposal Score (B) will be calculated for each responsive proposal using the following formula, which permits a comprehensive assessment of the proposal price and the technical merits of each proposal:

$$B \equiv \frac{P_{low}}{P} X + \frac{T}{T_{high}} (1 - X)$$

where;

P = Evaluated Proposal Price

P_{low} = the lowest of all Evaluated Proposal Prices among responsive proposals

T = the total Technical Marks awarded to the proposal

T_{high} = the Technical Marks achieved by the proposal that was scored highest among all responsive proposals

Weight of the evaluated Proposal Price (“X” in the evaluated Proposal Score formula) = 30%

The proposal with the highest Evaluated Proposal Score (B) among responsive proposals shall be termed the Lowest Evaluated Proposal and is eligible for Contract award, provided the Consultants was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with post qualifications requirements stipulated in the RFP.

1.6. Eligibility and Qualification Requirements of the Consultant

Consultants shall demonstrate they are qualified to proposal as part of the proposal process and complete the forms set out in following Table 1 under Proposal Submission Form and Qualification of the Consultant. The detailed forms are found in Section IV Proposal Forms.

Criteria	Compliance Requirement			Documents	
Requirement	Consultant			Submission requirements	
	Single Entity	Joint Venture (existing or intended)			
		All members combined	Each member		
Experiences of Consultancy firm	Must meet requirement	lead Partner must meet minimum requirements	Must meet 50% of minimum requirement	Not Applicable	
Qualifications and experiences of key personals	Must meet requirement	Not Applicable	Not Applicable	At least one member must meet requirement	

Section IV Technical Proposal –

Standard Form

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH -2	Consultants Information Sheet
TECH -3	Proposal Security Declaration
Power of Attorney	No pre-set format/form. Consultancy Firm Should be submitted Notarized Power of Attorney in standard format
TECH-4	Non-collusion Declaration
TECH-5	Consultancy Firm's Organization and Experience.
TECH-5A	A. Consultancy Firms Organization
TECH-5B	B. Consultancy Firm's Experience
TECH-6	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-6A	A. On the Terms of Reference
TECH-6B	B. On the Counterpart Staff and Facilities
TECH-7	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-9	Team composition, assignments and professional staff inputs, Curriculum vitae
TECH-9	Staffing Schedule
Note 01	
1. These forms shall be completed properly and place them in the envelop marked 'Technical Proposal'	

Note 02 All pages of the original Technical and Financial Proposal shall be initiated by the same authorized representative of the Consultant who signs the Proposal

FORM TECH -1
TECHNICAL PROPOSAL SUBMISSION FORM

.....2025

The Chairman / CEO
 Sri Lanka Export Development Board
 No. 42, Nawam Mawatha,
 Colombo 02

We, the undersigned, offer to provide the consulting services for **Procurement of Selection and Employment of an Consultancy Firm for the Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB) Contract Number EDB/PU/CPCC/2026/01.....**in accordance with your Request for Proposal dated 2026. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the action plan. 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 the contract Agreement.

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

Authorized Signature: -----

Name of the Title of Signatory: -----

Name of Consultancy Organization: -----

Address: -----

FORM TECH 2

Consultants Information Sheet

All Consultants whether they be individual firms, each partner of a Joint Venture, and a named, Subcontractor(s) for highly specialized components of the Software, Products and/or Services, which are RFP, must complete the information in this form. All Consultants that complete this sheet should also complete the further Qualification Forms provided in this section.

Consultant's Information Sheet

Consultant's legal name	
In case of JV, legal name of each partner	
Consultant's actual or intended country of registration	
Consultant's year of registration	
Consultant's legal address in country of registration	
Consultant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
In case of joint ventures each partner must submit information sheet Attached herewith are copies of the following documents: <ul style="list-style-type: none"> (a) Joint Venture Agreement (b) Power of Attorney or Board Resolution authorizing the signing of proposals and the contract (a) (c) Certificate(s) of Business Registration 	

FORM TECH -3

Format for Bid Security

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- *[Insert issuing agency's name and address of issuing branch or office]*

Beneficiary: Sri Lanka Export Development Board

Date: ----- *[Insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[Insert (issuing agency) number]*

We have been informed that ----- *[Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners]* (hereinafter called "the bidder") has submitted to you its bid dated ----- *[Insert (issuing agency) date]* (hereinafter called "the bid") for the execution/supply *[select appropriately]* of *[Insert name of contract]* under invitation for bids No. EDB/PU/NCB/2025/06 ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[Insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **LKR 1,00,000.00** *[Sri Lankan Rupees one Millioon]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder,

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the **ITB**") of the **IFB**; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB**.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to June12, 2026

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

[signature(s) authorized representative(s)]

submitting, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[Insert signature(s) of authorized representative]* In the capacity of *[Insert title]*

Name *[Insert printed or typed name]*

Duly authorized to sign the Proposal for and on behalf of *[Insert authorizing entity]* Dated on *[insert day]* day of *[Insert month]*, *[Insert year]*

FORM TECH -04

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

FORM TECH -05

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-05: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment

A - Consultant' Organization

Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.

B - Consultant's Experience

1. List only previous implementation and successfully completed of similar assignments in the last **10** years.
2. 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 as association, for carrying out consulting services similar to the ones requested under this assignment. Use maximum of 20 pages.

Assignment Name	Approx. value of the contract:
Country; Location within country;	Duration of the assignment (months)
Name of Client;	Total Number of staff-months of assignment:
Address;	Approximate value of services provided by your firm under the contract;
Start date (month/year) Completion date (month/year)	Number of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any;	Name of senior professional staff of your firm involved and function 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:	

Firm's Name:.....

FORM TECH -06 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-06: comments and suggestions on the Terms of Reference (Volume 02 of RFP) that could improve the quality / effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[Present and justify here any modifications or improvements to 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 incorporate in your Proposal.]

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client according to Paragraph reference 1.4 of Data sheet including; administrative support, office space, local transportation, equipment, data, background reports, etc. }

FORM TECH -7 DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-7: Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters; a) Technical Approach and Methodology

- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology** Explain your understanding of the objectives of the assignment, approach to the service, 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 explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- b) **Work Plan.** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing you're under M 7 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(s) should be included here. The work plan should be consistent with the Work Schedule Form.
- c) Organization and Staffing Should propose the structure and composition of your team, including the list of the Professional staff and relevant technical and administrative support staff
- d) The consultancy firm shall prepare its proposal in accordance with the Scope of Work outlined in the Terms of Reference (TOR). The proposal shall clearly and systematically address each requirement, item by item.

FORM TECH-8
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables	Schedule in weeks							Total
		1	2	3	4	5	6	7	
D1	Inception Report								
D2	Detailed Event Master Plan and Layout								
D3	Progress Reports and Coordination Minutes								
D4	Exhibition Setup and Infrastructure Completion Report								
D5	Cultural, Culinary, and Fashion Show Management Reports								
D6	Ceremonies Implementation Reports								
D7	Daily Event Management Reports (event period)								
D8	Post-Event Completion and Evaluation Report								
D9	Audio and Video Deliverables								

¹ Indicate all main activities of the assignment, including delivery reports (e.g. inception, interim, and final report), and other benchmarks such as Clients approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

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

FORM TECH -9
TEAM COMPOSITION, ASSIGNMENT, AND PROFESSIONAL STAFF' INPUTS

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

FORM TECH
9
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Firm:	
Name of Expert:	
Date of Birth:	
Nationality:	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	Name of assignment or project Location Client Contact details of the Client Main features of the project Position held	

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

SLEDB- RFP IFRS- 17 VOL 01

Section IV. Technical Proposal – Standard Forms

Expert's contact information: (e-mail....., phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant
(the same who signs the Proposal)

Section IV. Technical Proposal – Standard Forms

FORM TECH-10
STAFFING SCHEDULE¹

Nº	Name of staff	Staff input (in the form of a bar chart) ²										Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...					Office	Field	Total
1														
2														
3														
n														
												Subtotal		

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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 office and field work

FORM TECH-11
Outsourcing Details

Consultancy firm shall provide the comprehensive details regarding outsourcing requirements outlined in TOR.

No	Item	Details of outsourcing		
		Outsourcing Firm	Nature of Agreement Subcontract or any other	Quantity

Authorized Signature: -----

Name of the Title of Signatory: -----

Name of Consultancy Organization: -----

Address: -----

Section V. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Details of hardware Item

Section V Financial Proposal Standard Forms

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To : Chairman
 Sri Lanka Export Development Board
 No 42, Nawam Mawatha
 Colombo 02.

We, the undersigned, offer to provide the consulting services for **Procurement of Selection and Employment of an Consultancy Firm for the Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB)** in accordance with your Request for Proposal dated 2026 and our Technical Proposal. Our attached Financial Proposal is for the sum of

.....
 excluding VAT [*Insert amount (s) in words and figures⁴⁸*].

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

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

Authorized Signature [*In full and initials*] :

Name and Title of Signatory:

Name of Firm:

Address:

⁴⁸ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2

FORM FIN-2 SUMMARY OF COSTS

Description	Cost (SLRs)
Remuneration (from FIN- 3)	
Other Expenses (from FIN-4)	
Sub Total 01	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission FORM FIN-01 (Excluding VAT)	
Add VAT-15%	
Add NBT (if relevant)	
Grand Total Including VAT	

VAT Registration Number:.....

(A copy of the VAT registration certificate or a letter from the Department of Island Revenue stating that the tenderer is not registered for VAT shall be annexed.

On behalf of:

Signature:

Business Address

Name:

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

Name ¹	Position ²	Input (Days)	Staff Amount	
			Rate Per Day	Amount (SLRs)

¹ Professional staff should be indicated individually; Support staff should be indicated per category (eg; draftsman, clerical staff) ² Position of professional staff shall coincide with ones indicate in Form TECH-5

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

Item <i>(Refer Clause no. 6 in the TOR)</i>		Cost LKR (Excluding VAT)
01	Registration counters & Visitor Management Infrastructure	
02	Main Inauguration & Mini Inaugurations and closing ceremony	
03	Innovative Product Pitch	
04	Investment Forum	
05	Industry Specific Forums Orchid & Jasmin Committee Rooms	
06	Culinary shows	
07	Fashion shows	
08	Cultural show	
09	B2B Meeting	
10	Arrangement of Gems and Jewelry Pavilion	
11	Press Briefing Room - Ruby Hall	
12	Local & International Media Center	
13	Tulip & Saffron rooms as VIP rooms (for discussions)	
14	Health Center/First Aid Center	
15	Sri Lanka Expo Secretariat	
16	Information desk /Help Desk to be arrangement	
17	Drinking water	
18	Photography & Videography	
19	Directional Boards	
20	Stalls	
21	Thematic Pavilions	

22	Arrangement of sufficient cleaning staff	
23	Preparation of Awards Plaques and Promotion Materials	
24	Other important requirements	
25	Provision of Broadband Internet and Wi- Fi Connectivity of the Event Venue	
26	Any other (pl. specify)	
Total		

Section VI Terms of Reference

Refer Volume 02 of this RFP

Section VII. Standard Forms Contract and General
Condition of Contracts

Section VII

General Conditions of Contracts

The General Conditions of this Contract shall apply from the date of contract award, and contract management shall be carried out in accordance with the provisions set forth in the General Conditions of Contract.

Based)

Section VII

General Conditions of Contract

<p>1. Definitions</p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time. (b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant. (c) “Consultant” means a legally-established professional consulting firm or entity that will provide the Services to the Client under the Contract. (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). (e) “Contract Price” means price to be paid for the performance of the Services, in accordance with Clause F. (f) “Day” means a calendar day. (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (h) “GCC” means these General Conditions of Contract. (i) “Government” means the government of the Client’s country. (j) “Personnel” means professional and support staff hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. “ Foreign personnel” means such professionals and support staff that at the time of being so provided had their domicile outside Sri Lanka; “ National Staff” means such professional and support staff who at the time of being so provided had their domicile inside Sri Lanka; and “ Key Personnel”
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	<p>means the Personnel referred to in Clause GCC 25.</p> <p>(k) “Foreign Currency” means any currency other than Sri Lankan Rupees.</p> <p>(l) “Reimbursable expense” means all assignment related costs that will be paid to the Consultant on actuals.</p> <p>(n) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>(p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(q) “Sub-consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p> <p>(s) “In writing” means communication in written form with proof of receipt.</p>
<p>2. Relationship between the Parties</p>	<p>2.1. 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 the Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>3. Law Governing Contract</p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>3.2. In the event of any conflict or inconsistency between the provisions of the contract documents, the order of precedence of document shall specified in the SCC</p>
<p>4. Language</p>	<p>4.1. This Contract has been executed in the language</p>

	specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Notices	<p>6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 SCC.</p> <p>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 SCC.</p>
7. Location	7.1. 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
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. 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 SCC.
10. Taxes and Duties	10.1. The Consultant, Sub- Consultants, and their Personnel shall pay such indirect taxes, duties, fees and other imposition levied under the Applicable Law, the amount of which is deemed to have been included in the Contract price
A. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Effectiveness of	11.1. This Contract shall come into force and effect

Contract	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 SCC have been met. Order of Precedence of Contract Documents specified in the SCC.
12. Commencement of services	12.1. The Consultant shall confirm availability of professionals and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
13. Expiration of Contract	13.1 Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC
14. Modifications or variations	14.1. 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.
15. Force Majeure a) Definition	<p>15.1. 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 makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 strike, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.</p> <p>15.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Professional staff, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid</p>

	<p>or overcome in the carrying out of its obligations hereunder.</p> <p>153. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>154. The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying 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.</p> <p>155. 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.</p> <p>156. 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) calendar 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.</p> <p>157. 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.</p> <p>158. 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:</p> <p>(a) 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</p>
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	<p>(b) Continue with the Services to the extent reasonably 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.</p> <p>159. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 39 & 40.</p>
<p>16. Suspension</p>	<p>16.1. 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) calendar days after receipt by the Consultant of such notice of suspension</p>
<p>17. Termination</p> <p>a. By the Client</p>	<p>17.1 This Contract may be terminated by either Party as per provisions set up below:</p> <p>a. 17.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give not less than thirty (30) Calendar Days written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days written notice in case of the event referred to in (e);</p> <p>(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 GCC 16; herein above, within (30) Days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.</p> <p>(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;</p>

	<p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 40.1;</p> <p>(d) 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 sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>17.1.3 the Consultant may terminate this Contract, by not less than thirty (30) Days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 40.1 within Sixty (60) Calendar Days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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) Calendar Days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 40.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> <p>17.1.4 Upon termination of this Contract pursuant to Clauses GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, 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 GCC 20, (iii) any right which a Party may have under the Applicable Law.</p>
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<p>d. Cessation of Services</p> <p>e. Payment upon Termination</p>	<p>17.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 17a or GCC 17b, 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 GCC 24.</p> <p>17.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) Payment for Services satisfactorily performed prior to effective date of termination (b) in the case of termination pursuant to paragraphs and of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Personnel and their eligible dependents
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B. OBLIGATIONS OF THE CONSULTANT

<p>18. General</p> <p>a. Standard of Performance</p> <p>b. Law Applicable to Services</p>	<p>The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations.</p>
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<p>Conflict of Interest</p> <p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p> <p>b. Consultant Affiliates Not to Engaged in Certain Activities</p> <p>c. Prohibition of Conflicting Activities</p>	<p>19.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>19.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 33 through 37) shall constitute the Consultant's only payment in connection with this Contract or the Services and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel, as well as the Sub-consultants and agents of either of them, similarly shall not receive any such additional payment.</p> <p>19.1.2 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 entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than Consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> <p>19.1.3 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>20. Confidentiality</p>	<p>20.1 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.</p>
<p>21. Insurance to be taken out by the Consultant</p>	<p>21.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC, and (ii) 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 therefore have been paid.</p>

22. Proprietary Rights of the Client in Reports and Records	<p>22.1 The Consultant shall obtain the Client's prior approval in writing before taking any of following actions;</p> <ul style="list-style-type: none"> 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 may be specified in SCC
23. Reporting obligations	<ul style="list-style-type: none"> a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the number and within the time periods set forth in the Appendix. b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in Appendix
24. Documents Prepared by the Consultant to be the Property of the Client	<ul style="list-style-type: none"> 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 delivery inventory thereof. b) The Consultant may retain a copy of such documents and software. Restriction about the future use of these documents, if any shall be specified in SCC.

C. CONSULTANT'S PERSONNEL

25. Description of Key Personnel	<p>25.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The title, agreed job description, minimum qualification and estimated period of engagement in carrying out the Services of each of the Consultant's Key Personnel and Sub- Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.</p>
26. Removal/ Replacement of Personnel	<p>If the Client finds that any of Personnel have (i) committed serious misconduct or have been charged with having committed a crime action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, (iii) if the Client determines that a Consultant's Personnel or Sub-</p>

	<p>consultants has engaged in Fraud and Corruption while performing the Services, then the Consultant shall, at the Client's written request specify the ground thereof, may request the Consultant to provide a replacement.</p> <p>Any replacement of the removed Experts or Sub-consultants shall possess better qualification and experience and shall be acceptable to the Client.</p> <p>The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.</p>
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D. OBLIGATIONS OF THE CLIENT

27. Assistance and Exemptions	<p>27.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that Government of Sri Lanka:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, 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 the Sri Lanka. (c) Facilitate 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 all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the services (e) Provide to the Consultant any such other assistance as may be specified in the SCC.
28. Access to Project Site	<p>28.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-</p>

	consultants or the Experts of either of them.
29. Change in the Applicable Law Related to Taxes and Duties	29.1 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 hereto, and corresponding adjustments shall be made to the amounts specified in Clause GCC 33.
30. Services, Facilities and Property of the Client	30.1 The Client shall make available to the Consultant and the Professional and support counterpart personnel, for the purposes of the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
31. Counterpart Personnel	<p>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 A.</p> <p>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.</p>
32. Payment Obligation	32.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
A. PAYMENTS TO THE CONSULTANT	
33. Contract Price	<p>33.1 The Price is fixed and is set forth in SCC. The Contract price breakdown is provided in Appendix D.</p> <p>33.2 Any changes to the Contract price specified in Clause GCC 33.1 can be made only if the Parties have agreed to revised scope of Services pursuant to Clause GCC 14 and have amend in writing the Terms of Reference.</p>

34. Payment for Additional Services	For the purpose of determining the remuneration due for additional services agreed under Clause 14, a breakdown of the lump-sum price is provided in Appendix D .
35. Terms and Conditions of the Payment	<p>Payments will be made according to the payment schedule stated in SCC.</p> <p>(a) <u>Advance Payment</u>: Unless otherwise stated in SCC, 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 SCC. The guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix E hereto, in such other form as the Client shall have approved in writing. The advance payment will be set off by the Client in installments proportionate to the payments made to the Consultant.</p> <p>(b) Any other payment shall be made after the conditions listed in the SCC for such payments have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.</p> <p>(c) <u>The Lump- Sum Installment Payment</u> The Client shall pay the Consultant's within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover statement for the related lump-sum installment payments with supporting documents. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) Days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>(d) <u>The Final Payment</u> . The final payment under this Clause as specified in SCC shall be made only after the COMPLETION OF THE WORK.</p> <p>(e) all be made to the accounts of the Consultant specified in the SCC.</p> <p>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p> <p>(g) <u>Liquidated Damages</u> If the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Client may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data</p>
37. Taxes and Duties	37.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

A. FAIRNESS AND GOOD FAITH	
38. Good Faith	38.1 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.
SETTLEMENT OF DISPUTES	
39. Amicable Settlement	<p>The Parties agree that avoidance or early resolution of dispute is crucial for a smooth execution of the Contract and the success of the assignment. The Parties use their best effort to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>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 thirty (30) Days after receipt. If that Party fails to respond within thirty (30) Days, or the dispute cannot be amicably settled within thirty (30) Days following the response of that Party, Clause GCC 40 shall apply.</p>
40. Dispute Resolution	40.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within sixty (60) Days after receipt by one Party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions specified in the SCC.

Section VIII

Special Conditions of Contracts

Section VIII

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.2	<p>In the event of any conflict or inconsistency between the provisions of the contract documents, the following order of precedence shall apply, with the earlier-listed document prevailing over the later-listed one.</p> <p>(1) The Contract Agreement (2) Letter of Acceptance (3) The General Conditions of Contract (4) The Special Conditions of Contract; (5) Appendices: A. Terms of Reference B. Reporting Requirement C. Key personal and sub consultant D. Breakdown of contract price. E. Form of Advance Payment Guarantee F. Request for Proposal (7) The Proposal submitted by the Consultant (8) The RFP of this procurement</p>
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : <u>Sri Lanka Export Development Board</u> Attention : <u>Director General</u> Facsimile : _____ E-mail (where permitted): <u>e-mail: dg@edb.gov.lk</u></p> <p>Contractor : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>

9.1	<p>Designated officials for authority to take action and sign the documents.</p> <p>Client:</p> <p>Conservator General, Department of Forest Conservation</p> <p>Consultant:</p>
11.1	<p>Effective date:</p> <p>This contract will be effected from the date of issuing letter of acceptance.</p>
12.1	<p>Commencement of Services:</p> <p>The number of days shall be 14 Days from issuing the letter of acceptance</p>
13.1	<p>Expiration of Contract:</p> <p>18 months from date of commencement of service. However all deliverables shall be submitted within given timeframe explain in Terms of References (TOR)</p>
21.1	<p>Not applicable</p>
24(b)	<p>The Consultant shall not use these documents and software for the purpose unrelated to this Contract without the prior written approval of the Client.</p>
35 (a)	<p>The amount in Sri Lankan Rupees is [insets amount]</p>
35 (b)	<p>The amount of foreign currency or currencies is none</p>

35	<p>Payments shall be made according to the following schedule</p> <table border="1" data-bbox="463 242 1411 1839"> <thead> <tr> <th data-bbox="463 242 648 287">phase</th><th data-bbox="648 242 1188 287">Deliverables</th><th data-bbox="1188 242 1411 287">% 100%</th></tr> </thead> <tbody> <tr> <td data-bbox="463 287 648 720">01 - Advance Payment</td><td data-bbox="648 287 1188 720"> <p>After signing the contract and submitting an on-demand, irrevocable bank guarantee issued by a commercial bank registered in Sri Lanka, an advance payment of 20% will be made. This advance will be proportionately deducted from each progress payment.</p> </td><td data-bbox="1188 287 1411 720"></td></tr> <tr> <td data-bbox="463 720 648 1073">02 -</td><td data-bbox="648 720 1188 1073"> <ul style="list-style-type: none"> • Contract signing • Submission and approval of Inception Report, including work plan, staffing plan, event master plan, and risk management framework. (D1) </td><td data-bbox="1188 720 1411 1073">10%</td></tr> <tr> <td data-bbox="463 1073 648 1628">03</td><td data-bbox="648 1073 1188 1628"> <p><u>Detailed Planning & Design Phase</u></p> <ul style="list-style-type: none"> • Approved detailed event layout and designs (stalls, pavilions, stages, forums) (D2) • Approved branding, content, and communication plan (D3) • Approved digital platform architecture and promotion plan (D4) </td><td data-bbox="1188 1073 1411 1628">15%</td></tr> <tr> <td data-bbox="463 1628 648 1839">04</td><td data-bbox="648 1628 1188 1839"> <p><u>Pre-Event Readiness</u></p> <ul style="list-style-type: none"> • Approved Pre-Event Readiness Report (D5) • Evidence of completion of at </td><td data-bbox="1188 1628 1411 1839">25%</td></tr> </tbody> </table>	phase	Deliverables	% 100%	01 - Advance Payment	<p>After signing the contract and submitting an on-demand, irrevocable bank guarantee issued by a commercial bank registered in Sri Lanka, an advance payment of 20% will be made. This advance will be proportionately deducted from each progress payment.</p>		02 -	<ul style="list-style-type: none"> • Contract signing • Submission and approval of Inception Report, including work plan, staffing plan, event master plan, and risk management framework. (D1) 	10%	03	<p><u>Detailed Planning & Design Phase</u></p> <ul style="list-style-type: none"> • Approved detailed event layout and designs (stalls, pavilions, stages, forums) (D2) • Approved branding, content, and communication plan (D3) • Approved digital platform architecture and promotion plan (D4) 	15%	04	<p><u>Pre-Event Readiness</u></p> <ul style="list-style-type: none"> • Approved Pre-Event Readiness Report (D5) • Evidence of completion of at 	25%
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	<p>least 75% of physical setups (stalls, stages, pavilions, registration systems)</p> <ul style="list-style-type: none"> • Confirmation of vendors, performers, logistics, and rehearsal schedules 	
05	<p><u>Successful Completion of Sri Lanka Expo 2026</u></p> <ul style="list-style-type: none"> • Certification by EDB of the successful execution of Sri Lanka Expo 2026 (18–21 June 2026) • Completion of all programmed ceremonies, forums, exhibitions, and special events in accordance with the TOR 	40%
37.1	The Consultant shall submit to the Client itemized statement Monthly.	

36	Value Added Tax (VAT) will be paid by the Client along with Consultants Installment payments. However Vat certificate issued by the Inland Revenue Department shall be produced by the Consultant.
39	<p>Disputes shall be finally settled in accordance with the Arbitrations Act No 11 of 1995 of Sri Lanka, or any amendment thereof. The seat of Arbitration shall be Sri Lanka:</p> <p><u>1. Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator.</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they 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 Institute of Engineers Sri Lanka (IESL) to nominate arbitrator for matter in dispute.</p> <p><u>2. Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p><u>3.</u> The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

Section IX Conditions Appendices

Section IX

Appendices

APPENDIX A – TERMS OF REFERENCE

This Appendix shall include the final Terms of Reference (TOR) worked out by the Client and the Consultant during the negotiation. Give detailed description of the Services to be provided; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

Note List under:

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

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

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE

Note List here the elements of cost used to arrive at the breakdown of the lump-sum price foreign currency portion. . The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. . The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.

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

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

Section IX Appendices

- a) Per diem allowance 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 communication (other than arising in the Client's country) reasonably required by the Consultant for the purpose of the Services.
- d) The cost of printing, reproducing and shipping of documents, reports, drawings, etc.
- e) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to the prior authorization in writing by the Client.

Section IX Appendices

**Model Form I Breakdown
of Agreed Fixed Rates in
Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [Rupees])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Over head ¹	Sub total	Profit ²	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

Bank Guarantee for Advance Payment

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

Beneficiary: Chairman, Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02 *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. [reference number of the contract] dated _____ *[insert date]* _____ with the Beneficiary, 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 _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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 Consultant on its 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 Consultant as indicated in certified statements or invoices

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 convertible currency acceptable to the Client the latest, upon our receipt of the payment certificate or paid invoice indicating that the . marked

. marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at as “paid” by the Client which shall be presented to us. This guarantee shall expire, at Consultant has made full repayment of the amount of the advance payment, or on the day of [month], [year],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 (URDG) 2010 revision, ICC Publication No. 758.

[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.}

Section X

Contracts Forms

1. Letter of Acceptance/ Notice of Contract Award

[On Client's Letterhead]

Letter of Acceptance / Notice of Contract Award To:

[Name and Address of the Selected Consultant]

Date: [Issuing Date]

Contract No: EDB/PU/CPCC/2026/01

Subject: Selection and

**Employment of an Consultancy FirmFirm for the Study , Design ,
Development, Coordination, Organizing and Implementation of the Sri
Lanka Expo 2026 organized by the Sri Lanka Export Development Board**

Dear Sir/Madam,

We are pleased to inform you that your Proposal dated *[Insert Proposal Date]* for the abovementioned consultancy, for a contract price of Sri Lankan Rupees *[Insert amount in figures and words]*, exclusive of VAT, has been accepted.

Accordingly, you are instructed to proceed with the execution of the Contract in accordance with the terms and conditions outlined in the Request for Proposals (RFP).

The signing of the formal agreement shall take place at the Sri Lanka Export Development Board (EDB), No. 42, Nawam Mawatha, Colombo 02, on or before *[Insert Date as per RFP]*.

**Please be present at the above-mentioned venue on *[Insert Date]*, together with two
witnesses and your company seal, for the execution of the Contract.**

Failure to attend and sign the agreement by the stipulated date, or failure to submit the required documents, may result in action being taken in accordance with the Government Procurement Guidelines.

Should you require any further clarification, please contact the Head , Sri Lanka Export Development Board, 42, Nawam Mawatha Colombo 02. Telephone: *[Insert Telephone Number]*

Sincerely,

Chairman

Sri Lanka Export Development Board

2. Formal Agreement

CONTRACT FOR CONSULTANT'S SERVICES

**Project Name: Procurement of Selection and Employment of an
Consultancy Firm Firm**

for the

**Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka
Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB)**

Procurement Number: Proposal No: EDB/PU/CPCC/2026/01

Between

Sri Lanka Export Development Board

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

II. Form of Contract

This AGREEMENT made theday ofin the year..... between the Sri Lanka Export Development Board No. 42, Nawam Mawatha, Colombo 02. (hereinafter called and referred to as “the Client”) which term or expression shall mean and include the person who holds the office of the On the date and time signing this Agreement and his/her successors in the said office/.....of the successive Sri Lanka Export Development Board , if any lawful change to the Sri Lanka Export Development Board of the one part and the (hereinafter called and referred to as “the Consultant/Contractor”) which term or shall mean and include said Central Engineering Consultancy Bureau and its successors and lawful assignees of the other part.

WHEREAS the Client having obtained the necessary funds desires that consultancy services should be rendered for **Procurement of Selection and Employment of an Consultancy FirmFirm for the Study, Design, Development, Coordination, Organizing, and Implementation of the Sri Lanka Expo 2026 organized by the Sri Lanka Export Development Board (SLEDB).**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The General Conditions of Contract (d) The Special Conditions of Contract; (e) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Reporting Requirement
 - Appendix C: Key Personnel and Sub- Consultants
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Form of Advance Payments Guarantee
 - (f) Request for Proposal

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: If the Consultant consist 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 the member]

[Authorized Representative]

[Name of the member]

[Authorized Represen