



**MINISTRY OF TRADE, COMMERCE, FOOD SECURITY AND CO-
OPERATIVE DEVELOPMENT**

AMENDED REQUEST FOR PROPOSAL (RFP)
FOR

**Selection of an Audit Firm to Conduct a Forensic Audit on the Operations of the
Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund**

Bid No: MT/FIN/16/01/PROC./i

November 2025

Content of Request for proposal

1. Section 1 – Letter of Invitation
2. Section 2 – Instructions to Consultants (Including Data Sheet)
3. Section 3 – Technical Proposal-Standard Forms
4. Section 4 – Financial Proposal-Standard Forms
5. Section 5 – Conditions of Contract and Standard Forms of Contract

SAMPLE

LETTER OF INVITATION (LOI)



MINISTRY OF TRADE, COMMERCE, FOOD SECURITY AND CO-OPERATIVE DEVELOPMENT

**Selection of an Audit Firm to Conduct Forensic Audit on the Operations of Lalith
Athulathmudali Mahapola Higher Education Scholarship Trust Fund
MT/FIN/16/01/PROC./i**

NOTICE FOR EXTENSION OF DEADLINE

This has reference to the paper advertisement published on October 28, 2025 on above Procurement and deadline for the submission of Request for Proposals (RFP) has been extended to 1400hrs on December 17, 2025.

“4.0 Scope of Forensic Audit” mentioned in Terms of Reference (TOR) has been amended and prospective applicants can purchase the amended TOR and RFP by paying non-refundable fee of Rs. 25,000.00 in cash on working days between 0900hrs to 1500hrs from 26.11.2025 to 16.12.2025.

The RFP and TOR in English Language can also be viewed on the official website of the Ministry at <https://www.trade.gov.lk/downloads/other-publication> for reference purposes only.

For any clarification, please contact Chief Accountant, Ministry of Trade, Commerce, Food Security and Co-operative Development, Tel- +94 011-2110577, Email - ca@trademin.gov.lk from 0900hrs to 1600hrs during working days.

Ministry Consultants Procurement Committee reserves the right to accept or reject any or all proposals.

The Chairman

Ministry Consultants Procurement Committee
Ministry of Trade, Commerce, Food Security and Co-operative Development,
No. 492, R. A. De Mel Mawatha,
Colombo 03.

Section 2. Instructions to Consultant and Data Sheet

Instructions to Consultant

A. General Provisions

1. Definitions

- (a) “Client” means the procurement entity with which signs the Contract for the Services with the selected Consultant.
- (b) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (d) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement.
- (e) “Day” means a calendar day.
- (f) “Government” means the government of the Client’s country.
- (g) “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;
- (h) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the all information needed to prepare their Proposals.
- (i) “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.

- (j) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (k) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the guide for the preparation of the RFP.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “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.
- (o) “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.

2. Introduction

- 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**.
- 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.
- 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.
- 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 preparation of the Consultant's Proposal as specified in the **Data Sheet**

3. Conflict of Interest

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.

3.1 The Consultant 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.

3.1.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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.

b. Conflicting Relationships

- (ii) Relationship with the Client's staff: 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.

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

33 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.

4. Unfair Competitive Advantage

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.

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| <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 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 established 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. |
| <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> |

B. Preparation of Proposals

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| <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> |
| <p>8. Cost of Preparation of Proposal</p> | <p>8.1 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.</p> |
| <p>9. Language</p> | <p>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</p> |

10. **Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 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).
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.
12. **Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain availability of the Professional staff.
- a. **Extension of Validity Period**
- 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.
- 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.
- 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.
- b. **Substitution of Professional staff at Validity Extension**
- 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.
- 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.

c. Sub-Contracting 12.8 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP 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 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:

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.

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.

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.

14. Preparation of Proposals Specific Considerations 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.

14.2 While preparing the Proposal, the Consultant must give particular attention to the following:

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.

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.

15. Technical Proposal Format and Content

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 material financial information shall be declared non-responsive.

15.1.1 Consultant 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.

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 non-responsive.

16. Financial Proposal

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**.

a. Price Adjustment

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**.

b. Taxes

16.3 The Consultant 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.

c. Currency of Proposal

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

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| d. Currency of Payment | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal |
| e. Bid Security | The Bidder shall furnish as part of its bid, a Bid Security, as specified in the Data sheet. at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from any Commercial Bank of Sri Lanka. |

C. Submission, Opening and Evaluation

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| 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> |
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“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.”**

- 177 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope 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]”**.
- 178 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 non-responsive.
- 179 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.
- 17.10 The Client shall open the Technical and Financial Proposals immediately after the deadline for their submissions.

18. Opening of Technical Proposals

- 181 Technical and Financial Proposals shall be opened publicly, in the presence of the Bidders” authorized representatives who choose to attend. The opening date, time and the address are stated in the **Data Sheet**.
- 182 At the opening of the Technical Proposals the 11 including 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 11 include; (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 information deemed appropriate or as 11 including in the **Data Sheet**.

- 19. Proposals Evaluation**
- 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.
- 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.
- 20. Evaluation of Technical Proposals**
- 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**.
- 21. Financial Proposals Evaluation**
- 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
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposals of the technically Qualified Consultants/Bidders 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.
- 22. Correction of Errors**
- 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.
- a. Time-Based Contracts**
- 22.1.1 If a Time-Based contract form is 12 including in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs 12 including for the respective activities or items 12 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 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 13 including in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum
Contracts**

22.1.2 If a Lump-Sum contract form is 13 including in the RFP, the Consultant is 13 including to have 13 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.

- 23.1 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial score (Sf) of other Financial Proposals will be computed as indicate in the Data Sheet. Proposal will be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P= The weight given to the Financial Proposal; T + P= 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- 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.
- 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.

D. Negotiations and Award

24. Negotiations

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.

24.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Professional staff

24.3 The invited Consultant 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.

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 better qualifications and experience than the original candidate.

b. Technical Negotiations

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 Reference 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.

c. Financial Negotiations

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.

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.

25. Conclusion of Negotiations

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.

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.

26. Award of Contract

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 Financial Proposals to the unsuccessful Consultants.

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

27. Confidentiality

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.

Section 2. Instructions to Consultants

Data Sheet

ITC Reference	A. General
2.1	<p>Name of the Client : Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund</p> <p>Method of Procurement : National Competitive Bidding (One Stage Two Envelop System)</p>
2.2	<p>Name of the assignment is: “Selection of an Audit Firm to a Conduct Forensic Audit on the Operations of the Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund, Institutions and Activities Mentioned in TOR.</p> <p>Bid No: MT/FIN/16/01/PROC./i</p>
2.3	<p>The Client’s representative is:</p> <p>Director, Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund 8th Floor, CWE Secretariat Building, No 27, Vauxhall Street, Colombo 02</p>
2.4	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> (a) Necessary assistance to coordinate with relevant organizations / persons (b) Any other available information and documents, upon request
B. Preparation of Proposals	
9.1	<p>Proposals shall be submitted in following language; English</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>TECHNICAL PROPOSAL</u></p> <ul style="list-style-type: none"> a. Technical Proposal shall be submitted with signature of an authorized person, which must be supported by an original power of attorney or Board Resolution as proof of authorization b. Technical Proposal c. Any other required documents <p><u>FINANCIAL PROPOSAL</u></p> <ul style="list-style-type: none"> a. Financial Proposal shall be submitted with signature of an authorized person, which must be supported by an original power of attorney or Board Resolution as proof of authorization b. Financial Proposal

12.1	Proposals must remain valid up to 17.03.2026 (for 91 Days) after the date of submission.
16.2	A price adjustment provision applies to remuneration rates: No
Pre bid meeting	(a) Pre Proposal meeting was held on the 06 th November 2025, 11.30 am at the Conference Hall at Mezzanine floor of the Ministry of Trade, Commerce, Food Security and Co-operative Development, No. 492, R. A. De Mel Mawatha, Colombo 03.
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	The Consultant must submit: (a) Technical Proposal: one original and a copy (b) Financial Proposal: one original and a copy
17.9	The deadline of submission of proposals Date: - 17.12.2025 Time: 02.00 p. m. Address: Chairman, Ministry Consultants Procurement Committee, Ministry of Trade, Commerce, Food Security and Co-operative Development, No. 492, R. A. De Mel Mawatha, Colombo 03.
17.10	The bid opening shall take Date: - 17.12.2025 Time: 02.00 p.m. Address: Conference Hall at Mezzanine floor Ministry of Trade, Commerce, Food Security and Co-operative Development, No. 492, R. A. De Mel Mawatha, Colombo 03.
20.1	Bid Evaluation: Applications from qualified and reputed Audit Firms will be reviewed by Ministry Consultants Procurement Committee. Marks will be assigned based on the following criteria. <ul style="list-style-type: none"> • Technical Proposal – 40 Marks • Financial Proposal – 60 Marks

The allocation of marks among the key components of the Proposal are specified for evaluation purposes as follows.					
Evaluation Criteria		Submission of Required Documents		Minimum Points	Max Points
1. Experience				15%	30%
1.1 Number of Forensic audits of similar nature, done by the consultant (in Government /State Owned Enterprises/ any other)	List of completed Audits supported by documents issued by the clients, confirming the successful completion of the audits.	10	05		
1.2 Number of special Audits conducted by the Consultant, related to finance.	List of completed Audits supported by documents issued by the clients, confirming the successful completion of the audits.	10	05		
1.3 More than 10 Years of operation in the financial audit field	Documents related to Business registration (BR certificate or Company profile (Incorporation Certificate, certified Annual Report etc.)	10	05		
2. Qualifications and the experiences of key personnel assigned to this Task				15%	30%
2.1 Number of Member Chartered Accountants of Sri Lanka (CASL) or Association of Chartered Certified Accountant (ACCA)	Membership certificates	10	05		
2.2 Number of Forensic Audits done by assigned Personnel during the past five years (Alternatively – All members of the team have been actively involved in conducting	Supporting documents issued by clients	10	05		

Section 3. Technical Proposal – Standard Forms

	Forensic Audits during the past five years – to be in line with item 8 (b) of the ToR.)				
	2.3 Number of staff scheduled to be assigned with Capacity wise.	CVs of proposed personnel, along with qualifications and experiences	10	05	
	3. Adequacy and quality of the proposed Methodology	Detailed technical proposal describing the approach, methodology, and audit tools to be used	10	15%	
	4. Work Plan and Timeline	Proposed work schedule clearly outlining major tasks, deliverables, and timeframes to complete the audit within 5 months.	10	15%	
	5. Financial capability	Positive financial standing and a positive net worth over the past three (3) years	5	10%	
	Total		55%	100%	

21.1	The Financial Proposal will be considered only if the Technical Proposal meets the requirements
	D. Negotiations and Award
24.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 08.01.2026</p> <p>Address: Chairman, Ministry Consultants Procurement Committee, Ministry of Trade, Commerce, Food Security and Co-operative Development, No. 492, R. A. De Mel Mawatha, Colombo 03.</p>
26.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 12.01.2026</p>

TECHNICAL PROPOSAL SUBMISSION FORM
Ministry Consultants Procurement Committee

.....2025

Chairman,
Ministry Consultants Procurement Committee
Ministry of Trade, Commerce, Food Security and
Co-operative Development,
No. 492, R. A. De Mel Mawatha,
Colombo 03.

We, the undersigned, offer to provide the consulting services for **Conducting Forensic Audit on the operations of Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund** in accordance with your Request for Proposal (RFP) dated 2025. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes and put into one envelope.

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

If negotiations are held during the period of validity of the Proposal, 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:

.....

(Technical Proposal shall be submitted with signature of an authorized person, which must be supported by an original power of attorney or Board Resolution as proof of authorization.)

Section 4. 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

SAMPLE

FINANCIAL PROPOSAL SUBMISSION FORM

To: Chairman
Ministry Consultants Procurement Committee
Ministry of Trade, Commerce, Food Security and Co-operative Development,
No. 492, R. A. De Mel Mawatha,
Colombo 03.

We, the undersigned, offer to Conduct a Forensic Audit on the Operations of Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund in accordance with your Request for Proposal dated **2025** and our Technical Proposal. Our attached Financial Proposal is for the sum of

.....
..... excluding VAT [*Insert amount (s) in words and figures*⁴⁸].

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:

Amounts must coincide with the ones indicated under Total Cost of Financial Proposal

(Financial Proposal shall be submitted with signature of an authorized person, which must be supported by an original power of attorney or Board Resolution as proof of authorization)

SUMMARY OF COST

1. Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund : 2003-2024

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Business Address

Signature:

Name:

Date:

SUMMARY OF COST

2. The two subsidiary companies of M/s. National Wealth Corporation Limited (NWCL) and M/s. National Wealth Securities Limited (NWSL): 2003-2024

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Business Address

Signature:

Name:

Date:

SUMMARY OF COST

3. Sri Lanka Institute of Information Technology (SLIIT) :1999- 2024

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Business Address

Signature:

Name:

Date:

SUMMARY OF COST

4. Mahapola Online Lottery: 2013-2024

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Business Address

Signature:

Name:

Date:

SUMMARY OF COST

5. Mahapola Trade Fair: 2023-2024.

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Signature:

Business Address

Name:

Date:

SUMMARY OF COST

6. Proposed International University Village project in Millawawatta Land at Horana: 2021-2024

Description	Cost (LKR)
Remuneration	
Other Expenses	
Sub Total	
Less Discount (if any)	
Total Cost of Financial Proposal carried to Financial Proposal Submission Form (Excluding VAT)	
Add VAT	
Grand Total Including VAT	

On behalf of:

Business Address

Signature:

Name:

Date:

GRAND SUMMARY OF THE COST

Description	Total Cost (LKR)
1. Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund : 2003-2024	
2. The two subsidiary companies of M/s. National Wealth Corporation Limited (NWCL) and M/s. National Wealth Securities Limited (NWSL): 2003-2024	
3. Sri Lanka Institute of Information Technology (SLIIT) 1999 - 2015	
4. Mahapola Online Lottery: 2013-2024	
5. Mahapola Trade Fair: 2023-2024.	
6. Proposed International University Village project in Millawawatta Land at Horana: 2021-2024	
Total Cost (excluding VAT) (Rs.)	
ADD- VAT (if any) (Rs.)	
Grand Total Including VAT (Rs.)	

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:

Date:

SAMPLE

CONTRACT AGGREEMENT FOR CONSULTANT’S SERVICES

Selection of an Audit Firm to Conduct a Forensic Audit on the Operations of the Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund

MT/FIN16/01/PROC./i

Between

Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund
[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

This AGREEMENT made theday ofin the year..... between Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund (hereinafter called and referred to as “the Client”) which term or expression shall mean and include the person who holds the office of the Chairman On the date and time signing this Agreement and his/her successors in the said office of the successive Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund, (if any lawful organizational change to the Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund takes place) of the one part and the
.....
(hereinafter called and referred to as “the Consultant/Contractor”) which term or shall mean and include said Audit Firm 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 **Conducting a Forensic Audit on the Operations of Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund.**

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) Request for Proposal
 - (b) Terms of Reference

In the event of any inconsistency between the documents, the following order of precedence shall prevail: Request for Proposal, Terms of Reference.

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 (Director, Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund – 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]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time.
- (b) “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” means the Personnel referred to in Clause GCC 25.
- (k) “Foreign Currency” means any currency other than Sri Lankan Rupees.
- (l) “Reimbursable expense” means all assignment related costs that will be paid to the Consultant on actuals.
- (m) “Party” means the Client or the Consultant, as the case may be, and

“Parties” means both of them.

- (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (r) “In writing” means communication in written form with proof of receipt.

2. Relationship between the Parties

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.

3. Law Governing Contract

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

4. Language

4.1. This Contract has been executed in the language 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

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 SCC 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.

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.

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.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

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

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.

152 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 or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

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.

c. Measures to be Taken

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.

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.

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.

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:

- (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
- (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.

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.

16. Suspension

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.

17. Termination

17.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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);

- (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.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 40.1;
- (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;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

17.1.2 If the Consultant, in the judgment of the Client has engaged in Fraud or Corruption, practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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.

- (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.
- (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.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 40.1.
- (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.

c. Cessation of Rights and Obligations

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.

d. Cessation of Services

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.

e. Payment upon Termination

- 17.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to effective date of termination
 - (b) in the case of termination pursuant to paragraphs (d) and (e) 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.

C. OBLIGATIONS OF THE CONSULTANT

18. General

a. Standard of Performance

181 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.

b. Law Applicable to Services

182 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.

183 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.

19. Conflict of Interest

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.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

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.

**b. Consultant
Affiliates Not to
Engaged in
Certain
Activities**

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.

**c. Prohibition of
Conflicting
Activities**

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.

20. Confidentiality

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.

**21. Performance
security**

21.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract

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

**22. Proprietary Rights
of the Client in
Reports and
Records**

- 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**

- 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**

- 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.

D. CONSULTANT’S PERSONNEL

25. Description of Key Personnel

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.

26. Removal/ Replacement of Personnel

261 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 caused to be dissatisfied with the performance of any of the Personnel, (iii) if the Client determines that a Consultant’s Personnel or Sub-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.

262 Any replacement of the removed Experts or Sub-consultants shall possess better qualification and experience and shall be acceptable to the Client.

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

E. OBLIGATIONS OF THE CLIENT

27. Assistance and Exemptions

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

- (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.
- (c) 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

- (d) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

28. Access to Project Site

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-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

31.1 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**.

31.2 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.

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.

F. PAYMENTS TO THE CONSULTANT

33. Contract Price

33.1 The Price is fixed and is set forth in SCC. The Contract price

breakdown is provided in **Appendix D**.

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.

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

Payments will be made according to the payment schedule stated in SCC.

(a) Advance Payment: 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.

(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.

(c) The Lump- Sum Installment Payment 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.

(d) The Final Payment .The final payment under this Clause as specified in SCC shall be made only after the COMPLETION OF THE WORK.

(e) all be made to the accounts of the Consultant specified in the SCC.

(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.

(g) **Liquidated Damages** 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

36. 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.

G. FAIRNESS AND GOOD FAITH

37. 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.

H. SETTLEMENT OF DISPUTES

38. Amicable Settlement

39.1 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.

39.2 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.

39. 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.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
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 : Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Contractor : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>				
12.1	<p>Commencement of Services:</p> <p>Shall be 14 Days from the effective date, i.e., the date on which this Agreement was signed by the parties.</p>				
13.1	<p>Expiration of Contract:</p> <p>Five months from the date of entering into the Agreement or on the date of completion of the project activities by the Consultant, whichever occurs earlier.</p>				
35	Payments shall be made according to the following schedule				
	No. of Installment	Report	Payment percentage of contract price	Milestone	Date of payment
	Installment 1	Inception Report	25% of the contract amount	Submission of Inception Report	After 15 Days from the submission of the Inception Report accepted by the Client
	Installment 2	Draft Report	40% of the contract amount	Submission of Draft Report	After 15 Days from the submission of the Draft Report accepted by the Client

	Installment 3	Final Report	35% of the contract amount	Submission of Final Report	After 15 Days from the submission of the Final Report accepted by the Client.
	<p>Advance Payment shall be 20% of the Contract Price.</p> <p>The following provisions shall apply to the advance payment and the advance guarantee:</p> <p>(1) An Advance Payment (of.....[insert amount]) in Sri Lankan Rupees shall be made within 14 Days from the submission of an acceptable advance payment guarantee issued by a Commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</p> <p>(2) The Advance payment guarantee shall be in and in Sri Lankan Rupees.</p>				
Liquidated Damages	<p>The liquidated damage shall be 0.5% per week of the Contract price.</p> <p>The maximum amount of liquidated damages shall be 10 % of the contract price. Once the maximum is reached, the Client may consider termination of the Contract.</p>				
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 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>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>				

FORM OF ADVANCE PAYMENTS GUARANTEE

Bank Guarantee for Advance Payment

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

Beneficiary: Lalith Athulathmudali Mahapola Higher Education Scholarship Trust Fund
[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.

marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the 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.}

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