

## **TERMS OF REFERENCE**

### **REPUBLIC OF COLOMBIA PAVILION EXPO OSAKA 2025**

#### **TENDER FOR: PAVILION OPERATION, CLEANING AND HOST MANAGEMENT SERVICES**

This tender solicitation (hereinafter referred to as the "**Tender**") is issued by the Republic of Colombia (hereinafter referred to as the "**Employer**") for the procurement of comprehensive operational services for the Colombian Pavilion at EXPO 2025 Osaka (hereinafter referred to as the "**Project**").

The scope of services encompasses without limitation:

1. Human resources services, including but not limited to:
  - Selection and recruitment of all personnel categories.
  - Management of cleaning and security staff and hosts.
  - Staff scheduling and shift management.
  - Personnel administration in accordance with applicable Japanese regulations and laws.
2. Event management and operational services for all Colombian Pavilion activities during the EXPO period
3. Accommodation and transportation services management.

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## **1. Introduction and Project Objective**

### **1.1 Project Name:**

Operation, Cleaning and Host management of The Republic of Colombian Pavilion for EXPO 2025.

### **1.2. Location: Osaka, Kansai, Japan. April 13 to October 13, 2025**

- Expected Visitors: Over 28 million visitors
- Participants:
  - 160 countries
  - Multilateral Organizations
  - Others: Companies, Universities, NGOs, and Foundations

### **1.3. Project Purpose:**

The purpose of this project is the Pavilion Operation, Cleaning and Host management and includes the hiring of personnel responsible for managing the pavilion, hospitality and events management, accommodation and transportation. This encompasses both staff dedicated to overseeing and operating immersive activities and personnel for cleaning and security. It is essential to ensure that the pavilion remains in optimal condition at all times, which involves maintaining cleanliness across all areas, including the exhibition, and providing continuous security to safeguard visitors and staff. Effective management of these functions is crucial for delivering a flawless and safe experience to all pavilion visitors.

This project will be according to the regulations of the city of Osaka, Japan, and the regulations and guides of Expo Osaka 2025, and/or any applicable regulations in Japan in accordance with the conditions established in this tender.

This document and its annexes contain all the information, specifications and regulations that tenderers must consider when preparing their proposals. The mention of annexes throughout this document is indicative, not exhaustive, to facilitate the retrieval of information by contestants, but they are not exclusive of the other annexes that make up the integrity of the content of this document.

The tenderer will have the obligation to respect and/or include any provision or regulation that is updated or included during the development of the work described here by Expo Osaka 2025 or the competent Japanese authorities.

### **1.4. Expo Osaka Venue:**

The site is divided into the following areas:

- Pavilion World
  - An area of animation with pavilions and other facilities. This is the area where visitors can enjoy different

views from a grand roof (ring) and from the ground.

- Water World

An area of relaxation using the waterscape. This area will have foodservice facilities arranged on the waterside and will be used as a stage for events on the water.

- Green World

An area facing the sea to the west of the site. This area will be an open space that can accommodate a large number of people, with such facilities as an outdoor event plaza, a transport terminal and an entrance plaza.

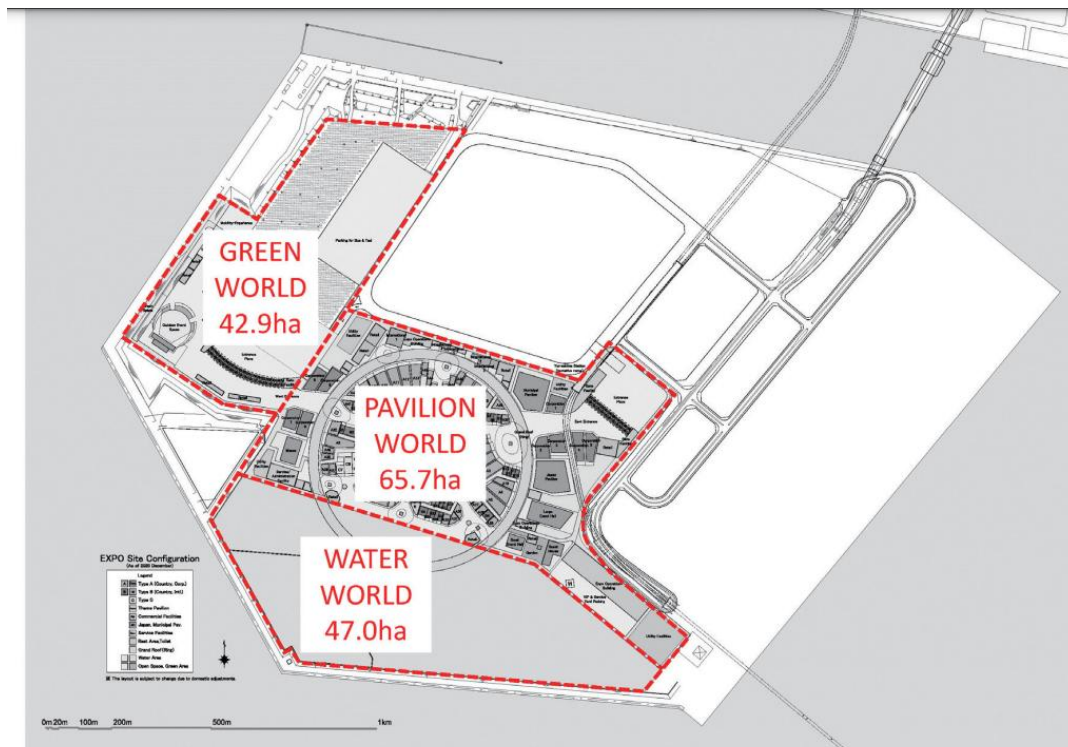
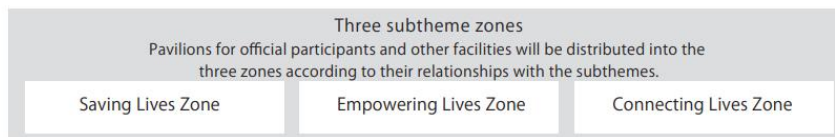
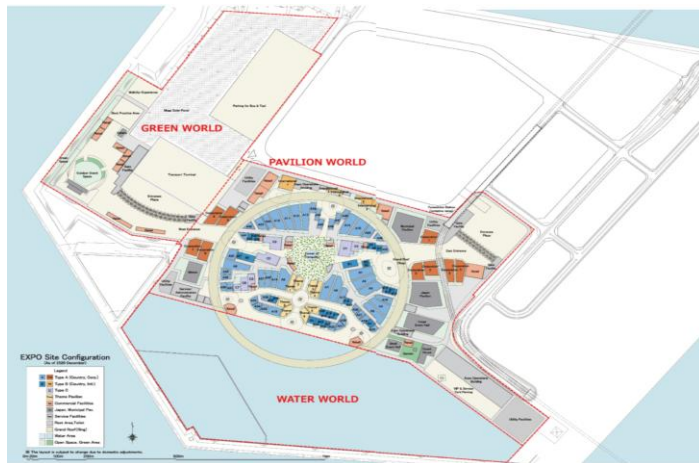


Figure: venue areas

Master Plan scheme:



## 1.5 Theme and Subthemes of Expo Osaka 2025

With the defined theme for Expo Osaka 2025, it is expected that people will contemplate how they want to live and how they can maximize their potential. This theme also aims to drive co-creation by the international community in designing a sustainable society that supports individuals' ideas about how they want to live. In other words, the Expo will pose a simple question for the first time: "What is the happy way of life?" The Expo takes place at a time when new social challenges are emerging, including widening economic disparities and escalating conflicts, while scientific technologies are evolving, including artificial intelligence and biotechnology, which will bring changes to humanity, such as increased life expectancy. Japanese culture has long been based on the belief that every material, from all living beings to even a stone on the path, has inherent life. The Expo welcomes the consideration of "life," not only for humans but also in a broader sense of the various creations and nature surrounding humans.

Through its three sub-themes, it aims to raise awareness of:

- **Saving Lives:** Generating countermeasures to prevent the development of infectious diseases through improved public health, disaster preparedness, risk reduction, and coexistence with nature. The National Government seeks to develop, through health for life, an intensive knowledge system that allows for the revitalization of scientific research and technological development.
- **Empowering Lives:** Promoting high-quality distance education through the use of ICT; extending a healthy life; and maximizing human potential through the use of AI and robotics.
- **Connecting Lives:** Promoting the power of collaboration and joint creation, advanced communications enabled by ICT, and the design of a data-based society.

(source: Bureau International des Expositions)

## **1.6. Colombia in Expo Osaka 2025**

### **Participation objectives:**

Expos are universally impactful events that, in addition to serving as occasions for dissemination, reflection, and debate on the chosen theme by the organizer, act as a privileged platform for the countries and organizations participating in them. Each Expo provides participants with a unique opportunity to strengthen the image of their countries in the environment in which they are held.

In accordance with the guidelines approved by the Intersectoral Commission for International Exhibitions, Colombia's participation in the Osaka 2025 World Expo is the most relevant international platform of the quinquennium to position Colombia as a leader in the protection of life, humanity, and nature. The objectives are as follows:

- (i) A national project where the National Government, regions, and private sector will be united by a common purpose.
- (ii) A global message to share with the world the vision of "Colombia as a World Power of Life" (National Development Plan 2022-2026) through the National Development Plan.
- (iii) Strengthen the image of Colombia as a sustainable, biodiverse, and innovative country and reduce cultural gaps through knowledge and innovation as a point of convergence to collectively address present and future challenges.
- (iv) Strengthen multilateral relations with Japan, Colombia's primary partner in the Asia-Pacific region and one of the largest global collaborators in Asia-Pacific and beyond.
- (v) Consolidate a key market with Japan, enhancing the growth of NME exports, tourism, and attracting foreign investment.

Additionally, the Pavilion will have permanent information spaces aimed at:

- (i) Providing information about Colombia's offerings and opportunities.
- (ii) Conducting market intelligence: gathering information to identify market opportunities, characteristics, and needs.
- (iii) Measuring the impact of the Pavilion and creating a database of potential tourists, investors, and entrepreneurs.

**Participation Objectives Summary:**

- Share with the world the vision of "Colombia as a World Power of Life" (National Development Plan 2022-2026) through the National Development Plan.
- Strengthen the image of Colombia as a sustainable, biodiverse, and innovative country and reduce cultural gaps through knowledge and innovation as a point of convergence to collectively address present and future challenges.
- Strengthen the relationship with Japan, Colombia's primary partner in the Asia-Pacific region and one of the largest global collaborators in Asia-Pacific and beyond.
- Consolidate a key market with Japan by enhancing the growth of NME exports, tourism, and attracting foreign investment.

In Colombia, known as the land of beauty, efforts are dedicated to nurturing and conserving a unique form of beauty: one that secures a vibrant future for all life on our planet. Beyond mere aesthetics, Colombia prides itself on its status as one of the world's most biodiverse nations, rich in freshwater resources, and serving as a global provider of oxygen and sustenance, essential for life worldwide.; the beauty that breathes innovation thanks to those ingenious minds that create cutting-edge technology that saves lives and makes the world a better place. Colombia is a natural raw diamond that, for thousands of years, has been shaping a unique beauty with the power to give life. Now, in Osaka 2025, Colombia aims to showcase this brilliance to everyone and invites other countries to collaborate in developing innovative approaches to preserve and cultivate this life-affirming beauty for the future.

## **2. General Specifications**

### **2.1 Project Scope:**

The scope of this contract includes the hiring of personnel responsible for managing the pavilion (cleaning of all of the pavilion, security staff and hosts), the hiring of such personnel and management of shifts, staff turnover in accordance with Japanese regulations and law and EPO guidelines, accommodation and transportation. This encompasses both staff dedicated to overseeing and operating immersive activities and personnel for cleaning and security. It is essential to ensure that the pavilion remains in optimal condition at all times, which involves maintaining cleanliness across all areas and providing continuous security to safeguard visitors and staff. Effective management of these functions is crucial for delivering a flawless and safe experience to all pavilion visitors.

The hired personnel will need to work not only in alignment with the design of the Colombia Pavilion's experience and exhibition but also to collaborate and coordinate closely with the pavilion's daily agenda. Management and operation of the events to be held by the Colombian Pavilion during expo period. This involves working with various teams to ensure that all scheduled activities and events are executed efficiently and in harmony with the pavilion's overall vision. Integrating the staff into the daily planning and execution is crucial for ensuring smooth operations and providing high-quality experience for visitors. Accommodation and transportation is also included in this tender.

It is anticipated that operation and maintenance personnel be available to support operations as required for the site and pavilion for 7 days per week and for any other scheduled and/or required maintenance that may be necessary.

## **2.2. Estimated Start and Completion Times:**

The project is expected to commence in April 13<sup>th</sup> of 2025 through October 2025, and must ensure the Colombia Pavilion is secure and kept clean, ready for opening to the public on April 13<sup>th</sup> 2025.

## **2.3. Requirements and Specification**

Requirements:

This section provides an overview of the scope of this procurement. Specification below - The human resource services refer to the selection, recruitment, hiring and managing of all personnel categories (cleaning of the pavilion, security staff, hosts) and managing uniforms for the Colombia Pavilion. Some of the roles will need to be undertaken on a shift basis and some will cover more standardized hours.

Specifications:

The following section describes the full requirement that the Contractor is responsible for on award of contract:

## **3. Personnel Requirements and Specifications**

### **3.1 General Obligations**

As general obligations for the service provisions, the Contractor will:

- Have a dedicated management team in place to manage this part of the Contract.
- As part of the contract management provision, the Contractor is required to provide monthly HR management report (should include cost, staffing levels, activities report, health and safety incidents, issues, consumable usage. This report must be provided before any invoice is submitted to approve invoice and safety in, issues, consumable range, etc.).



- Ensure staff compliance with all rules set for service image and attitude during the rendering of services
- Recover uniforms, accreditations, and access cards from staff dismissal and deliver these to the Colombia Pavilion
- Manage the work environment

### 3.2 Selection and recruitment

For the selection and recruitment of personnel the Contractor will:

- Complete the staff selection process before April 1st. As of such date and until the end of the service, any dismissal must be replaced.
- All staff and hosts should be fluent in Japanese, and bilingual (Japanese and Spanish / English)

### 3.3 Hiring process

Hiring of personnel will be done in accordance to local regulations, as well as regulations of Expo Osaka 2025 organizers. The Contractor will:

- Process the hiring documentation
- Conduct payroll management and payment
- Process the registration and termination of contracts
- Conduct license management where applicable
- Must ensure all labor laws are applied

### 3.4 Training:

- The Contractor will train each staff member to his or her particular role (how to service the general public, protocol, etiquette, prevention of occupational hazards, operation and prevention damage of all technological equipment in the pavilion and attention to people with special needs and people of determination, etc.), and will provide each with an information manual that will set the standards of conduct and includes the job descriptions. The Contractor and each staff member will also adhere to the Colombia Pavilion's relevant operations manuals. Each staff member will sign a commitment to fulfill the obligations of her or his position.
- In addition to the mentioned information manual, staff members must follow the manuals prepared by the Colombia Pavilions for operational purposes.
- The Contractor shall provide suitable facilities for contracted staff training sessions, including any necessary hospitality services.
- Host Training: the Contractor should arrange in coordination with the Colombia Pavilion training sessions to hosts, that will include, among other relevant, Basic facts about Colombia, Key cultural aspects, Main attractions and regions, Current Colombia-Japan relations and Expo-specific Colombian content

### 3.5 General Job Description

The Contractor will finalize the job descriptions of all contracted staff. To assist with this requirement the Contractor should be based on the following general job descriptions.

The Contractor will determine the total number of contracted staff needed for the provision of the services having into account the allocated budget and the final approval from the Colombia Pavilion.

To assist with this requirement Table A below lists the anticipated number of staff that the Colombia Pavilion estimates based on experience gained at previous Expos, throughout the duration of the Expo. Final numbers to be adjusted, confirmed and approved upon contract award.

For the avoidance of doubt, the Contractor shall be obliged to conduct the operation of the pavilion and provide sufficient shift staff to operate the pavilion. If the Anticipated shift Staff Working hours Matrix or the determination by the Contractor of total number of contracted shift staff is not sufficient to professionally and smoothly operate the pavilion, the Contractor shall be obliged to increase the number of staff respectively and shall not be entitled to any extra payment or reimbursement of costs in this regard.

<b>Anticipated Colombia Pavilion Staff Working hours Matrix</b>			
<b>SHIFT STAFF</b>	<b>Working Hours Covered**</b>	<b>Anticipated numbers per shift</b>	<b>General activity</b>
Hosts (Pavilion guides) *	08:30-21:30	To be determined by the contractor	Attention to public Security Cleaning
Day security*	09:00-21:00		
Night security*	21:00-09:00		
Day cleaning *	06:30-15:30		
Evening cleaning *	15:00-23:30		
<b>OFFICE STAFF</b>	<b>Working hours</b>	<b>Minimum total needed</b>	<b>General experience</b>
Senior level: 1. Events and Hospitality Officer	During Event	1	Senior level of experience, knowledge and responsibility. Operational planning skill, decision making with general supervision
Professional Junior level: 2. Operations support		1	
3. Commercial Areas liaison		1	
4. Hospitality and events support		1	
5. Administrative support		1	
			Attention to public and agendas

\*Contractor will submit a host, cleaning and security proposals per its own calculation.

\*\*Working hours should be flexible and responsive to the ongoing process of the Expo.

#### a. OFFICE STAFF

- Senior Staff: Senior level of experience, knowledge and responsibility. Operational planning skill, decision making with general supervision. Need to have strong soft skills and be able to work in stressful situations. Specific profiles for the position needed.

They will report to the General Manager of the Project and to the Colombia Pavilion Director but will be managed by the Contractor.

Hiring Period:

- Events and hospitality Officer: from April 1st, 2025, to October 13, 2025

- Professional (Junior level): Work under close supervision, less than 3 years of relevant experience. Need to have strong soft skills and be able to work in stressful situations.

They will report to the Colombia Pavilion Director General Manager of the Project but will be managed by the Contractor.

Hiring Period:

- Other Junior level: from April 1st, 2025, to October 13, 2025.

#### b. HOSTS

The Contractor will:

- Submit to Colombia Pavilion a Visitor's Experience management proposal with the quantity and locations of Hosts, shifts, script and other needs the Contractor considers relevant to fulfil the required services. Such proposal will be agreed with Colombia Pavilion. The personnel must be governed by the local laws, as well as by the Expo manual S2-3-1 "Crisis management incl. security and inspection, disaster prevention, medical systems, sanitation and public health".

A host must:

- Be fully acquainted with the exhibition halls, the queuing areas and all other areas of the Colombia Pavilion that may affect the flow and proper functioning of the pavilion (access and exits to the shops); be aware of the entire Expo Osaka 2025 venue, the location of its thematic areas, and of the rest of the pavilions participating in the Expo;
- Serve the public
- Control the access queues, the accesses outside the pavilion, the ground floor flows, the capacity of the exhibition halls and transit through this space.
- Attend in an auditorium when it hosts activities, both to seat people and to control the entrances.

The occupants of these position must:

- Be fluent in Japanese, Bilingual Spanish/English
- Be responsible, determined, and empathetic.
- Have teamwork capacity, good communication skills, and able to improvise.
- Respond well to stressful situations.
- Be well presented.
- Have experience in similar positions serving and managing the public.
- Hiring Period: from April 1st, 2025, to October 15, 2025

NOTE: The Colombian Pavilion has existing staff for the exhibition area provided by SIGONGTECH CO. LTD., consisting of one (1) exhibition technical manager, three (3) visitors experience operation staff, and one (1) maintenance staff member for exhibits and equipment. The Contractor shall not assume the cost of these existing staff members; however, the Contractor shall ensure these staff members receive uniforms and training to perform under optimal conditions.

### **c. SECURITY**

The Contractor will:

- Be completely familiar with the requirements of the supply of Security services by the appointed supplier, including but not limited to their requirement to:
  - Be required to provide and manage a full 24-hour security service for the Colombia Pavilion. The subcontractor must be in the capacity to manage the security system of the pavilion.
  - Undertake surveillance and protect the pavilion's movable property, the Pavilion itself, and all people located in the same.
  - Undertake identification checks at the entrance or inside the Pavilion building, but without being able to retain personal documentation.
  - Prevent criminal acts or infractions in relation to the object of their protection.
  - Immediately inform the Pavilion Management team of the presence of criminals within the Pavilion;
  - Actively support the hosts in the control of accesses and queues of the pavilion, especially in the accesses that intersect and in cases of conflicts with or between visitors.
  - Supply personnel who:
    - Must be fluent in Japanese at a professional level suitable for public-facing roles.
    - Have the physical aptitude and mental capacity necessary to perform the functions described.
    - Could interact in a cordial and reciprocal manner with the rest of the personnel of the Pavilion.
    - Have self-control, ability to contain emotions, avoid negative reactions to provocations, opposition, and hostility.
    - Have the skills to resolve possible conflicts and be able to work in stressful situations.

- Have no criminal record.
- Have no penalties for serious or very serious infringements of the law.
- Be available to work in afternoon/night or early morning shifts.
- Have experience in similar positions.
- Be accredited under any local Osaka legislations and Expo Osaka 2025 regulations.

Hiring Period: from April 1<sup>st</sup>, 2025, until hand- back (Approx. date: October 15, 2025)

#### **d. CLEANING**

The Contractor must be completely familiar with the requirements of the supply of cleaning services by the appointed supplier, including but not limited to their requirement to: Maintain all Pavilion areas in pristine condition, including but not limited to perimeter, access and queuing areas, exhibition spaces, offices, common commercial areas, technical rooms, warehouse, hallways, staff facilities, restrooms, conference room, interior stairways, and decorative elements; excluding areas under Commercial operation.

The Contractor shall:

- Ensure that hard-to-reach areas and narrow and high surfaces are clean. This cleaning service will be scheduled in collaboration with the Pavilion Management team.
- Provide the machinery, equipment, tools and products necessary to undertake all cleaning tasks.
- Supply the Pavilion with consumables, such as toilet paper, hand soap, hand paper, bins, trash bags, etc.
- Manage and pay for the logistics of entry to and exit from the Expo Osaka 2025 site and to the Colombia Pavilion of various materials and waste (machinery, equipment, tool, cleaning products, consumables, garbage, packaging, other disposable materials, etc.).
- Cleaning during closing time will include every Pavilion area (except the commercial areas under the concessionaires' responsibility).
- Act quickly and responsibly when incidents occur.
- Provide Reactive extra deep cleaning – there will be a need for flexibility in the Contract to react to unforeseen bad weather where a reactive deep clean is required to clean up after such events. This would be an on-call service.
- Hiring Period: from April 1<sup>st</sup>, 2025, until hand- back (approx. date: October 15<sup>th</sup>, 2025).

### **3.6 Compliance with Local Regulation**

- The Contractor will be fully accountable for ensuring that all recruitment is undertaken in accordance with Japan/local rules and regulations.

- The Contractor will provide all payroll services to the workforce employed to deliver these requirements and ensure that all the Japanese taxes, National Insurance, and any other local deductions are paid for each worker.

### **3.7 HR Management (Shifts Schedules, Absence, Sick Leave, Overtime or Extended Shift Requirement)**

- The Contractor will have full responsibility for arranging shift patterns to cover the full operational hours of the Colombia Pavilion for all contracted staff, ensuring value for money, compliance with Japanese labor law, and ensuring the contracted staff are enthusiastic and motivated.
- The Contractor will manage all absences including sick leave, vacations leave, emergency special leave and any Special Japanese Holidays in relation to all contracted staff employed within this Contract.
- All absences and any resignations or no-shows to be managed by the Contractor and covered at short notice with no disruption to the service levels on the Colombia Pavilion.

### **3.8 Contracted Staff Working Off-Site and Other Venues or Locations**

- The main place of work for the Colombia Pavilion staff employed to deliver these requirements will be the Colombia Pavilion within the Expo 2025 site.
- There may be occasions where some members of staff may be required to work at other venues within the Expo site, such as event/conference venues, as part of Expo parades, or on other pavilions representing Colombia at events and special occasions.
- The Contractor has the responsibility to ensure that the above requirements are resourced when required and ensure that contracted staff are flexible to cover such requirements. The contracted staff must be provided enough notice of this additional requirement. The Contractor must ensure that any contracted staff have the right to refuse this additional work.

### **3.9 Development of Operating Procedures**

- The Contractor shall work closely and collaboratively with the Colombia Pavilion to develop Operating Procedures for their contracted staff to adhere to. This will include:
  - Opening and closing procedures.
  - Crowd/queue management procedures.
  - Cleaning procedures.
  - Security procedures.
  - Risk assessments.
  - Method statements.
  - Fire alarm test procedures.
  - User guides.

- Security plan - S2-3-1 “Crisis management incl. security and inspection, disaster prevention, medical systems, sanitation and public health”
- Contracted staff behavior standards and guidelines.
- Other procedures suggested / required by Japanese and/or Expo organization regulations.

### **3.10 Provision of Uniforms for Contracted Staff**

#### **3.10.1 For the cleaning and security staff:**

- The Contractor will ensure that the appointed security subcontractor shall provide the uniforms of the cleaning and security staff, which must always be clean and in good condition.
- The footwear for cleaning staff must be comfortable and non-slip, while for security guards, it must be safety footwear.
- Uniforms must allow total freedom of movement and not impede work.
- The uniforms must be approved by the Colombia Pavilion.
- The clothing should be a neutral color, neither too light nor too dark.

#### **3.10.2 For the Host Staff:**

- If requested by the Contractor and approved by the Colombia Pavilion, they could provide after the award of the contract, a concept development for the uniforms (with, but not limited to exact colors and designs including potential bespoke badges/branding).
- If requested by the Colombia Pavilion, the Contractor will source/provide these uniforms once the design and quantities are approved by the Colombia Pavilion. The Colombia Pavilion will require samples before making a final decision. The uniforms must represent, communicate, and be an integral part of the experiential concept. These uniforms should be designed to adapt to the climatic conditions of Osaka as well as the temperature variations caused by the air conditioning inside the pavilions. It is essential that the uniforms provide comfort and sophistication, allowing the staff to perform their duties efficiently and with style.
- The Colombia Pavilion reserves the right to seek Value in Kind (VIK)/sponsorship arrangements from third parties in relation to the provision of uniforms and in this event the Contractor won't need to source the uniforms to staff but will provide the logistics to correctly deliver the uniforms to the user.
- The Colombia Pavilion has made provisions for small valuables lockers (suitable for phones, wallets and keys for example). These lockers will be provided by the Contractor.

### **3.11 Provision of Supporting Products**

- The Contractor will be responsible for providing several products and services related to the successful delivery of this requirement for the Colombia Pavilion.
- Basic products such as, but not limited to:

- Cleaning liquids (by cleaning subcontractor).
- Materials for the cleaners and security guards (by corresponding subcontractors)
- These products to be provided prior to opening of the Pavilion and then replenished
- These products must be provided before the Pavilion opens and replenished throughout the contract duration.
- The Contractor shall provide all the office hardware and equipment to enable their contracted staff to function on the Pavilion, such as but not limited to: Staff Radios and charging racks (Two (2) units).

### 3.12 Accommodation Provision and Management, and transportation

The Contractor shall source, secure and manage accommodation for the Colombia Pavilion team.

#### 3.12.1 Accommodation

The Accommodation requirement is:

- Furnished and basic equipped apartment:
  - o Kitchen appliances,
  - o Furniture for all spaces (living room, rooms (beds), dining room.
  - o Walking distance to metro line (subject to availability)
- The accommodation will be used for different personnel and stakeholders of the Project, therefore there will be a frequent rotation on the tenants of the apartments.

Type of Apartment	Quantity	Start	End
2 Bedroom/1 bathroom	3	March 1st - 2025 (year lease)	March 1st - 2026
<b>Total</b>	<b>3</b>		

The Contractor shall source different options that must be approved by the Colombia Pavilion.

#### 3.12.2 Hospitality and events management

The Event management and Hospitality Services shall be provided by the Contractor. They will run all the Colombia Pavilion 's Events for the duration of the Expo2025 working closely with the relevant Pavilion departments, Sponsors, Stakeholders and any Private entities who may hire the Colombia Pavilion events area. The Contractor will coordinate closely with the Colombia Pavilion the requirements. It is expected the Contractor to provide the following services, but not limited to:

- Simultaneous translation services for conferences in English, Japanese, Spanish.
- The services of professional photographer to take pictures at events.
- Catering: The Contractor will be responsible for the provision of all Food & Drink as well as catering for corporate and private events that take place on the Colombia Pavilion in the event spaces, Business Area



- Florist: bring in by request a florist to the Pavilion for the flower arrangements
- Logistic for the production of the events
- Provision of hostess for the Event
- Others requested by the Contracting Party.

The Contractor shall always cooperate and support the event and hospitality activities on the Pavilion.

### 3.12.3 Transportation Services

The Contractor shall source, secure and manage transportation for the Colombia Pavilion.

#### (1) Rate Schedule and Service Request

- The Contractor shall provide a **detailed rate schedule** for the transportation services, specifying the costs for each type of vehicle and service provided.
- The transportation services shall be rendered **upon request** by the Colombia Pavilion, in accordance with the rates set forth in the approved rate schedule. The Contractor may not modify the rates without prior written authorization from the Contracting Party.

#### (2) Scope of Transportation Services

- The Contractor shall provide **land transportation services** exclusively, ensuring the safe and efficient transit of authorized personnel and goods.
- The service perimeter shall be primarily **within the city of Osaka**; however, the Contractor must be prepared to provide transportation **beyond the urban perimeter** if required, subject to prior authorization from the Colombia Pavilion.

#### (3) Vehicle Specifications

- The vehicles provided for the service must be **vans, taxis, or buses** as required by the specific needs of the Colombia Pavilion.
- All vehicles used must **not be older than model year 2020**, ensuring modern, efficient, and environmentally compliant transportation.
- The Contractor shall ensure that all vehicles are maintained in excellent technical condition, free from mechanical defects that could compromise safety or efficiency.

#### (4) Safety and Insurance Obligations

- The Contractor shall **transport all passengers and goods safely** to their designated destinations and shall be liable for any damages, harm, or loss incurred during the provision of the service.
- The Contractor must maintain valid and updated **Accident Insurance** in accordance with Japanese regulations, covering all passengers and third parties.

- The Contractor must also maintain **Civil Liability Insurance**, both contractual and extracontractual, covering potential damages caused to passengers, third parties, or their property.

(5) Vehicle Maintenance and Emergency Response

- The Contractor shall have an active **preventive and corrective vehicle maintenance plan**, ensuring that all vehicles meet the required safety and operational standards.
- The Contractor must have the **logistical capacity to immediately replace any vehicle** that fails to meet technical standards or experiences mechanical failure, ensuring uninterrupted service.

(6) Driver Conduct and Compliance

- All drivers assigned by the Contractor shall:
  - a) Provide **courteous and respectful treatment** to all passengers.
  - b) Fully comply with the **Japanese National Traffic Code** and all applicable urban and intercity passenger transportation regulations.
  - c) Be **properly qualified and certified** to provide high-quality service.
  - d) Wear **proper identification and distinctive uniforms** as required by the Colombia Pavilion.
  - e) Hold the **appropriate and valid driver's license** for the assigned vehicle and carry all necessary vehicle documentation.
  - f) Demonstrate **good interpersonal skills** with passengers.
  - g) Be **free from alcohol, drugs, or any substances** that may impair their driving ability.

(7) Communication and Coordination

- The Contractor must ensure that all drivers are equipped with **operational mobile communication devices** to maintain constant contact with the coordination team.
- The Contractor shall be responsible for **punctual pick-up** of passengers and goods at the designated locations, as per the scheduled transportation plan.

(8) Legal and Regulatory Compliance

- The Contractor shall comply with **all applicable legal requirements** related to traffic regulations, labor laws, mechanical inspections, environmental standards, and occupational health and safety in Japan.
- The Contractor shall ensure that all drivers are fully aware of and comply with the legal obligations governing passenger transport services, both in urban and intercity settings.

### 3.13 Specifications for Equipment and Accessories:

The Experience Manager must supply the staff with the necessary communication equipment to ensure smooth and effective operations. This includes providing two-way radios for internal team communication. Ideally, the personnel hired to manage the administration of the experience should be Japanese who speak fluent Japanese and desirable fluent Spanish/English. This will not only facilitate a deeper and more authentic understanding of local culture and context but also enable more effective communication with the community and other relevant stakeholders in the host country.

Portable Walkie-Talkies: To facilitate communication over longer distances within the pavilion. These tools and resources will help ensure that the staff can perform their roles efficiently, respond to situations promptly, and provide high-quality experience for visitors.

### 3.14 Minimum Key Personnel and other requirements

- Tenderers shall meet the minimum key personnel requirements as per Tender Documents and shall submit Qualification Information. The tenderer must present the minimum working team for the Pavilion operation.
- The tenderer must demonstrate the suitability of their team of professionals by attaching their resumes and experience certificates.
- The minimum team must include professionals with the licenses and professional cards required by Japanese regulations, to operate and manage the necessary requirements with the competent authorities.
- In the proposal, the contractor must detail the responsibilities of each team member in different areas of work and establish an organizational chart that will be maintained throughout the contract execution. It should be noted that any changes to the proposed personnel for project execution will require the knowledge and express authorization of the Colombia Pavilion.
- At the time of signing the contract, the awardee must ensure that the personnel involved in the project have the respective contract and labor guarantees in accordance with Japanese regulations.
- The Tenderer must guarantee a sufficient team in quantity and experience to make sure that all the activities contemplated in the project are carried out and delivered in an efficient manner.
- The roles and responsibilities outlined in this section of the Tender Document identify the minimum requirement of the key personnel forming part of the Contractor's team that are required during all parts of the project:

#### Project Coordinator:

The Project Coordinator is responsible for the coordination, delivery and quality of all Work performed by the Contractor. Must coordinate and report on all the project management elements of the project, including, but not limited to time planning, scheduling and control, cost control, and risk management, throughout the whole phases of the project.

The Project Coordinator is also responsible for establishing and maintaining a clear and working communications strategy throughout the project with all stakeholders and must be the prime contact for the project. The Project Coordinator must ensure that a clear communications contact is identified and maintained for all major areas of the project, with particular attention to the Contracting Party, Expo organizer, other contractors of the Colombia Pavilion, and each major Contractor's team component.

Requirements:

- Similar role, responsibility and degree of involvement on past projects
- Should have a minimum of ten (10) years working experience on similar roles
- Must demonstrate experience in coordinating a multidisciplinary teams internationally

Other that the Tenderer considers necessary to fulfill the requirement of the Contract.

NOTE 1: The key personnel must be familiar with and address all the requirements, parameters, regulations, and policies established by the Expo. Modifications requested by competent authorities, as well as those required by the Expo, will be addressed by the awardee, and in case of incurring additional costs, they must be covered by the awardee.

## **4. Contractual Conditions**

### **4.1 General Contract Conditions:**

#### **4.1.1 Term of the Contract**

The term of the contract will commence as of the day following the execution of the contract until the end of the Expo, this is October 13, 2025, plus one (1) month for the settlement period.

#### **4.1.2 Payment terms**

- a. Payment for the Services shall be made by the Contracting Party to the experience manager on a monthly basis, with each payment contingent upon the Contracting Party's receipt and approval of properly submitted invoices detailing the Services performed during the preceding month.
- b. The Experience Manager shall propose and submit a Payment Schedule outlining all payments as progress payments tied to specific work completion milestones and deliverables as per Experience Manager progress on Site. No advance payments shall be permitted under this Agreement.
- c. The Experience Manager shall submit detailed monthly invoices reflecting the work completed during the preceding month, accompanied by documentation evidencing completion of the applicable milestones and deliverables.

- d. The Contracting Party shall withhold a retention amount of ten percent (10%) from each progress payment. The entire retention amount shall be released to The Experience Manager only after the signing of the Contract Settlement and Compliance Certificate by both parties, which shall occur following the completion of decommissioning of the Colombian Pavilion Experience by The Experience Manager and final approval by the Contracting Party. The Contracting Party shall make payment within thirty (30) days following receipt and approval of each properly submitted invoice, subject to the aforementioned retention provisions. In the event of any dispute regarding an invoice, the Contracting Party shall notify The Experience Manager in writing within ten (10) business days, specifying the basis for such dispute, and shall pay all undisputed portions of the invoice in accordance with the payment timing provisions herein.
- e. All disbursements or payments are subject to the availability of PAC (Annual Cash Program) by PROCOLOMBIA. Any delay in disbursement or payment shall not generate interest of any nature in favor of the Contractor.

#### **4.1.3 Required Documentation:**

##### **a) Licenses.**

The selected contractor must provide copies of all relevant certifications and licenses that validate their qualifications and legal authorization to undertake the project.

##### **b) Insurance policies.**

The Contractor represents and warrants to the Owner on the date of this Contract that the Contractor has in effect: (i) a Third Party Liability Insurance policy which covers the Contractor's liabilities against third parties incurred in connection with the Works; and (ii) a Workers Compensation Insurance policy covering Contractor's liability towards its workers due to industrial accidents as required under Japanese law; and (iii) a Voluntary Workers Compensation Insurance policy providing voluntary further coverage of the Contractor's liability towards its workers due to industrial accidents. The Contractor shall maintain and renew such Third-Party Liability Insurance policy, Workers Compensation Insurance policy and Voluntary Workers Compensation Insurance policy until the completion of the demolition of the Colombia Pavilion.<sup>1</sup>

#### **4.1.4 Governing Law**

In general, all provisions outlined in the Regulations, Standards, and Official Instructions related to the works of this project, its complementary installations, or the necessary tasks to carry them out will be Japanese Law.

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## **5. Prohibited Practices**

The Contracting Party requires that tenders, suppliers, sub-contractors, concessionaires, and consultants adhere to the highest standards of ethics during the acquisition and execution of the contract. In following this policy, the Contracting Party:

- (a) Defines, for the purposes of this provision, the terms established below as Prohibited Practices:
  - “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly.
  - “fraudulent practice” means any act or omission, including a misrepresentation, that deceives or attempts to deceive a party to gain a financial or other benefit or to avoid an obligation.
  - “coercive practice” means harming or threatening to harm, directly or indirectly, any party or the property of the party to influence the actions of a party improperly; and
  - “collusive practice” means an agreement between two or more parties designed to achieve an improper purpose, including influencing the actions of another party improperly.
- (b) Will reject a proposal for award if it determines that the supplier, The Experience Manager, concessionaire, or consultant recommended for award has engaged in prohibited practices in competing for the contract in question.

## **6. About the Tender Process**

### **i. Eligible tenders**

A tender can be a commercial or private entity, government-owned entity, or any combination of such entities in the form of a joint venture, consortium, or association (JVCA). In the case of a JVCA:

- Unless otherwise specified in the bidding documents, all partners will be jointly responsible; and
- The JVCA must appoint a Representative who will have the authority to carry out all business on behalf of all partners of the JVCA during the bidding process and, if the JVCA is awarded the Contract, during the contract execution.

A tender, and all parties constituting the tender, must be incorporated, registered, or operating in compliance with the provisions of the laws of Japan, having a license in mainland Japan that allows them to act and provide services as the principal Experience Manager according to the scope of this Project. This criterion will also apply to all proposed subcontractors for any part of the Contract, including Related Services if such works are to be executed on the Site.

The formation of a joint venture, consortium, or association (JVCA) for this tender is accepted in principle, provided that, in the case of an incorporated JVCA, the lead firm (i.e., the firm holding at least a 51% majority in the JVCA)

meets the legal requirements of the local authority and EXPO regulations, including holding the applicable licenses in Japan to act and provide services as the principal Experience Manager for the Project scope. In the case of an unincorporated JVCA, one of the partners must be an incorporated entity in Japan holding the required licenses to act and provide services as the principal Experience Manager for the Project scope. In the case of forming a JVCA, any changes in the structure and stakeholders of the JVCA will be subject to the written approval of the Contracting Party after the submission of bids. Such approval may be denied if:

- partners withdraw from the JVCA and the remaining partners do not meet the qualification requirements.
- the level of participation of the partners or the structure of the JVCA changes substantially.
- the new JVCA is not qualified.
- in the opinion of the Contracting Party, a substantial reduction in competition may result; or
- a request for a change in the prequalification status of the tender is received from the Contracting Party after the date 10 days before the deadline for bid submission.

The tender, or in the case of a JVCA, the part qualifying as the principal Experience Manager under Japanese law according to its license, must already be working as a principal Experience Manager or as part of a JVCA on one of the self-built pavilion projects related to the EXPO. The tender, or in the case of a JVCA, the incorporated entity in Japan holding a license in Japan, must be accredited to work on the EXPO 2025 Osaka site, must already be working as a principal Experience Manager or as part of a JVCA on one of the self-built pavilion projects related to the EXPO and in this context, be contracted with the exhibition installation and interior adjustment of such pavilion. Alternatively, the tender may appoint a sub-contractor who meets the requirements of this chapter.

A tender must not have a conflict of interest. All tenders found to be in conflict of interest will be disqualified. A tender may be considered to have a conflict of interest with one or more parties in this tender process if:

- they have controlling partners in common; or
- receive or have received any direct or indirect subsidy from any of them; or
- have the same legal representative for the purposes of this bid; or
- have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the bid of another tender, or influence the decisions of the Contracting Party regarding this bidding process; or
- a tender participates in

more than one tender in this bidding process. Participation by a tender in more than one tender will result in the disqualification of all tenders in which it is involved. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a tender, in more than one tender; or

- a tender, its affiliates, or its parent organization has participated in the feasibility or design stages of a project, such tender, its affiliates, or its parent organization shall not be eligible to participate in tenders for contracts

involving the supply of goods, works, or services, including architectural or engineering services for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or

- a tender participated as a consultant in the preparation of documents or information used for the tender; or
- a tender or any of its affiliates has been hired, or is proposed to be hired, by the Contracting Party for the supervision of the contract.

No affiliate of the Contracting Party shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence, or control amongst the affiliate and the Contracting Party. tenders shall provide such evidence of their continued eligibility satisfactory to the Contracting Party as the Contracting Party shall reasonably request.

## 7. Qualification Criteria

Tenderers shall submit completed Schedules of Technical Proposal Mandatory Information as specified throughout the tender.

Evaluation Criteria	Maximum Score
Operation Proposal	20
1. Certified Experience in managing international high-impact events and participation in world expos with specialization in crowd management.	12
2. Hiring and recruiting experience in Japanese labor law.	4
3. The proposal presents a detailed KPI framework.	4
Specific Skills	20
4. Prior experience in managing cleaning staff.	4
5. Full experience in security protocols on behalf of the pavilion.	4
6. Proven experience in complete project management at other world expos (responsibility on duty).	12
Operation and Maintenance	20
7. Viability of the operation and maintenance proposal.	20
General Evaluation Criteria	40
8. Lowest economic proposal.	8
9. Quality assurance and quality control.	16



Evaluation Criteria	Maximum Score
10. Hiring of Colombian Staff and Hosts.	16
TOTAL MAXIMUM SCORE	100

## Evaluation Criteria

Tenderers shall submit completed Schedules of Technical Proposal Mandatory Information as specified throughout the tender. The proposals will be evaluated based on the following evaluation criteria, with a total maximum score of 100 points.

### 1. Operation Proposal (20 points)

#### 1.1 Certified Experience in Managing International High-Impact Events and Crowd Management at World Expos (12 points)

This criterion evaluates the bidder's proven experience in managing large-scale international events, specifically within the World Expo environment and in crowd management.

- 12 points: If the bidder demonstrates extensive experience in at least two previous World Expos, having successfully managed large-scale visitor operations and crowd control.
- 8 points: If the bidder has experience in one World Expo or another event of similar global impact.
- 4 points: If the bidder has experience in large-scale events but not in a World Expo.
- 0 points: No proven experience in high-impact international events.

#### 1.2 Hiring and Recruiting Experience in Japanese Law (4 points)

Since Expo Osaka 2025 takes place in Japan, the operator must demonstrate proven knowledge and experience in hiring and recruiting personnel in compliance with Japanese labor laws.

- 4 points: If the bidder provides detailed documentation proving past experience in hiring staff under Japanese labor regulations.
- 2 points: If the bidder demonstrates some experience but lacks specific documentation or in-depth expertise.
- 0 points: No demonstrated experience in Japanese labor law.

#### 1.3 Presentation of a Detailed KPI Framework (4 points)

The proposal must present a structured set of Key Performance Indicators (KPIs) to monitor and manage the pavilion's performance.

- 4 points: If the proposal includes a well-defined KPI system covering operational efficiency, visitor experience, service quality, security, and sustainability.
- 2 points: If the proposal includes some KPIs but lacks detailed measurement methods.
- 0 points: If the proposal does not include KPIs or presents them in a vague, unstructured manner.

### 2. Specific Skills (20 points)

#### 2.1 Prior Experience in Managing Cleaning Staff (4 points)

The bidder must demonstrate experience in managing cleaning operations for large-scale international events.

- 4 points: If the proposal presents a clear plan for cleaning staff management, including waste disposal, hygiene standards, and sustainability practices.
- 2 points: If the bidder has some experience but lacks a structured plan.
- 0 points: No proven experience in managing cleaning staff.

## 2.2 Full Experience in Security Protocols on Behalf of the Pavilion (4 points)

Security is essential for the smooth operation of the pavilion. The bidder must demonstrate expertise in security planning, risk management, and emergency response.

- 4 points: If the proposal includes detailed security protocols tailored to an international event setting, with trained personnel and emergency action plans.
- 2 points: If security experience is demonstrated but lacks a detailed approach.
- 0 points: No proven experience in security protocols.

## 2.3 Proven Experience in Complete Project Management at Other World Expos (12 points)

The operator must have prior experience in full-scale project management at World Expos, ensuring the ability to oversee and execute complex operations.

- 12 points: If the bidder provides evidence of successful end-to-end management of at least two World Expo projects.
- 8 points: If the bidder has managed one World Expo project.
- 4 points: If the bidder has managed a similar large-scale event but not a World Expo.
- 0 points: No relevant project management experience.

## 3. Operation and Maintenance (20 points)

### 3.1 Viability of the Operation and Maintenance Proposal (20 points)

The bidder's proposal will be evaluated based on its feasibility, practicality, and effectiveness in managing the pavilion for the six-month Expo period.

- 20 points: If the proposal presents a comprehensive, well-structured, and detailed plan aligned with the pavilion's operational needs.
- 14 points: If the proposal meets most requirements but lacks minor details in execution strategies.
- 7 points: If the plan is incomplete or lacks clarity in key areas.
- 0 points: If the proposal does not provide a viable operational strategy.

## 4. General Evaluation Criteria (40 points)

### 4.1 Lowest Economic Proposal (8 points)

This criterion evaluates the most cost-effective bid that meets all tender requirements. The lowest bid receives the highest score (8 points), while the others will be rated proportionally using the formula:

Points for Economic Proposal = (Maximum points) × (Lowest price / Price of proposal being evaluated) × (Points for Economic Proposal) = (Maximum points) × (Lowest price / Price of proposal being evaluated)

### 4.2 Quality Assurance and Quality Control (16 points)

This criterion evaluates the bidder's ability to implement quality control measures that ensure high operational standards throughout the Colombian Pavilion's six-month duration at Expo Osaka 2025.

Evaluation Level	Score
High (16 points) - Comprehensive quality management plan, including detailed processes for inspection, training, performance monitoring, corrective actions, and continuous improvement.	16
Medium (8 points) - Basic quality assurance and control measures, but lacks key details on implementation, monitoring, or corrective actions.	8
Non-compliant (0 points) - No structured quality assurance and control system or insufficient information provided.	0

#### 4.3 Hiring of Colombian Staff and Hosts (16 points)

The bidder must ensure that the staff and hosts working at the pavilion are Colombian and meet the required hiring conditions.

▯ 16 points: If at least 90% of the staff are Colombian and meet the requirements.

▯ 12 points: If 70% to 89% of the staff are Colombian.

▯ 8 points: If 50% to 69% of the staff are Colombian.

▯ 0 points: If less than 50% of the staff are Colombian.

TOTAL MAXIMUM SCORE: 100 Points

Each proposal will be evaluated based on the above criteria to ensure the selected operator has the necessary experience, operational capability, and strategic approach to successfully manage the Colombian Pavilion at Expo Osaka 2025.

## 8. Tender Process Timeline

The timeline for the tender process is as follows:

MILESTONE	DATE
Tendering Phase	March 5 – March 18 2025 (before 20:00 Japan time)
Submission of Tender Clarifications and Questions	March 6 – March 14 2025 (before 20:00 Japan time)
Answers to Questions	March 6 – March 14 2025 (before 20:00 Japan time)
Tender Submission	March 18 2025 (before 20:00 Japan time)
Tender examination, evaluation, negotiation and comparison:	March 18- March 19 2025 (before 20:00 Japan time)
Issuance of Letter of Intent regarding contract award:	March 20, 2025

The Contracting Party may amend the tender process timeline at any time without providing an explanation to the tenderers. A written notification will be issued to all tenderers who have requested the technical documents of the Tender Document from the Contracting Party.

## **9. Publication of the Tender**

The Invitation for Tenderers will be published on the official Expo 2025 Osaka website. The Invitation for Tenderers published by the Contracting Party on the Expo 2025 Osaka Online Market Place (OMP) is not part of the Tender Document. The tender must obtain the Tender Document from the source provided by ProColombia; otherwise, ProColombia is not responsible for the completeness of the Tender Document.

Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to provide all information or documentation required by the Tender Document may result in the rejection of the Tender.

## **10. Amendment of Tender Document**

The Contracting Party may amend the Tender Document at any time by issuing addenda. Any addendum issued will become part of the Tender Document and will be communicated in the Expo's official page. To provide prospective tenderers with reasonable time to consider an addendum in preparing their tenders, the Contracting Party may, at its discretion, extend the deadline for submission of tenders if reasonably possible.

## **11. Cost of Tendering**

The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Contracting Party shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. Tenderers acknowledge that their participation in any stage of the solicitation process for this Tender Process is at their own risk and cost.

## **12. Documents Comprising the Tender Submission**

Documents comprising the Tender for acknowledgment and compliance confirmation. The Tender shall include the following and must be submitted in sufficient detail to demonstrate the Tenderer's capability to perform the Contract:

- Completed Letter of Tender as provided
- Completed Schedules of Tenderer's Qualification Information (these forms must be submitted before March 18 at 10:00 Osaka time to the following email address: [expoosaka@procolombia.co](mailto:expoosaka@procolombia.co))

- Completed Schedules of Technical Information
- Completed Schedules of Additional Information
- Documentary evidence to establish the Tenderer's compliance with the applicable eligibility, formal qualification, and technical criteria
- In the case of a Tender submitted by a JVCA, JVCA agreement indicating at least the parts of the Requirements to be executed by the respective partners
- Written confirmation authorizing the signatory of the Tender to commit the tenderer
- Documentary evidence establishing the eligibility of the Goods and Services offered by the tenderer
- Any other document required in the Tender Documents

### **13. Currency of Tender**

All prices quoted must be in American dollars. Fractions of dollars shall be in USD. The quoted tender price must be valid throughout the entire period of the execution of the works. No compensation shall be made due to currency fluctuations.

### **14. Documents Establishing the Qualifications of the Tenderer**

To establish its qualifications to perform the Contract, the tenderer shall provide all information requested in this tender. The requirement for submission of the Tenderer's Qualification Information shall be waived if the conditions mentioned in the tender are met.

Tenderers shall not be permitted to claim the experience and capability of their parent companies for the purposes of meeting the minimum qualification requirements. If a Tenderer wishes to claim the experience and capability of its parent company, it must submit an irrevocable guarantee from its parent company. The format of the parent company guarantee must be approved by the Contracting Party before tender submission and must specify, as a minimum:

- The names of the parties to the parent company guarantee, including the name of the Contracting Party, the Tenderer, and its guarantor
- The name of the Contract for which the guarantee is provided
- The validity of the guarantee, which must be consistent with the time for completion or delivery required under the Contract
- The law governing the guarantee, which must be the same as the law governing the Contract
- The cumulative limit of liability of the Guarantor under the guarantee, which must not be less than the limit of liability of the Tenderer under the Contract

Failure to provide a suitable parent company guarantee may result in the rejection of the tender.

## **15. Period of Validity of Tenders**

Tenders must remain valid and binding upon the Tenderers for a period of 90 days, with a provision for extension upon mutual agreement, commencing from the date fixed for delivery of tenders to the Contracting Party. The Contracting Party shall have the right to request the Tenderers to extend the validity of their tenders if it is not valid and binding for at least 90 days.

## **16. Format and Signing of Tender**

The tenderer shall submit its tender via email. For documents exceeding 30 MB in data volume, a link to WeTransfer where the documents are stored should be sent via email. The Contracting Party reserves the right to request the physical tender documents at any time during this Tender. In such a case, the Tenderer should prepare one original of the documents comprising the Tender and clearly mark it as "ORIGINAL." Additionally, the tenderer shall submit 2 copies of the Tender, clearly marked as "COPY 1" and "COPY 2." In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the Tender shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the tenderer. This authorization shall consist of a written confirmation and must be attached to the Tender. The name and position of each person signing the authorization must be typed or printed below the signature.

The written confirmation of authorization to sign the Tender shall consist of: a Power of Attorney, duly authorized by a Notary Public, indicating that the person(s) signing the tender have the authority to bind the tenderer. The person signing the Letter of Award and the Contract on behalf of the successful tenderer shall submit a power of attorney to the Contracting Party, including the authority to sign arbitration agreements and conduct arbitration proceedings on behalf of the tenderer. Such power of attorney must be attested by a Notary Public.

A Tender submitted by a JVCA shall comply with the following requirements:

- Unless not required, be signed so as to be legally binding on all partners
- Include the Representative's authorization, consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

Any amendments, interlineations, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Tender.

## **17. Submission of Tenders**

Tenderers may submit their Tenders in digital format to the email addresses listed below. If requested by the Contracting Party, Tenderers may submit physical tender documents. Tenderers must send an email listing all the documents that are part of the Tender Submission and include the quantity of files attached.

For Tender submission purposes only, the Contracting Party's address is:

Attention: Colombia - Expo Osaka Team

Electronic mail addresses: [expoosaka@procolombia.co](mailto:expoosaka@procolombia.co)

## **18. Deadline for Submission of Tenders**

Tenders must be received by The Contracting Party Representative at the email address defined in this tender, no later than March 20, 2025 at 10:00pm Osaka time

The Contracting Party may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document, in which case all rights and obligations of The Contracting Party and tenderers previously subject to the deadline shall thereafter be subject to the extended deadline.

## **19. Late Tenders**

The Contracting Party shall not consider any Tender arriving after the deadline for submission of Tenders as per this tender. Any Tender received after the deadline will be declared late, rejected, and a respective email response will be sent to the Tenderer.

## **20. Withdrawal, Substitution, and Modification of Tenders**

A tenderer may withdraw, substitute, or modify its Tender after submission by sending a written notice, duly signed by an authorized representative, and including a copy of the authorization (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the written notice. All notices must be:

- Prepared and submitted in accordance with this tender (except that withdrawal notices do not require copies), and clearly marked as "Withdrawal," "Substitution," or "Modification"; and

- Received by The Contracting Party prior to the deadline for submission of Tenders, as per this tender.

Tenders requested to be withdrawn will be returned unopened to the tenderers (if originals were provided). No Tender may be withdrawn, substituted, or modified between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the tenderer in the Letter of Tender or any extension thereof.

## **21. Tender Opening**

The tenders will be opened and reviewed in the presence of the Expo Osaka team, who will conduct the evaluation of the tenders, at the time and location mentioned in the Invitation for Tenders. Late Tenders will be rejected and returned unopened to the tenderers.

## **22. Confidentiality**

Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person who is not officially interested in such process until information on the Award of the Contract is communicated to all tenderers. Any attempt by a Tenderer to unduly influence the Contracting Party in the evaluation of Tenders or in decisions to award the Contract may result in the rejection of its Tender.

From the time of the opening of the Tender until the time of the award of the Contract, if any Tenderer wishes to contact the Contracting Party about any matter relating to the Tendering process, it must do so in writing.

## **23. Subcontracting**

The Contractor's obligations under this Contract are not lessened or otherwise affected by subcontracting the performance of those obligations and the Contractor will remain responsible to the Owner for all acts or omissions of its subcontractors as if they were its own acts or omissions.

## **24. Indemnity**

The CONTRACTOR undertakes to protect, indemnify, hold harmless and free from all liability the Owner for any direct damage or damage, excluding loss of profit, that the Owner may suffer as a result of any act of the CONTRACTOR, its suppliers, its respective personnel, any person dependent or commissioned by it, in relation to the execution of this Contract. Liability is not limited for: (a) Unjustified suspension of THE CONTRACTOR from the provision of services. (b) Fraud, willful misconduct or gross negligence of THE



CONTRACTOR's representatives, employees, contractors or subcontractors. (c) Violation of confidentiality, information security, intellectual property rights. The CONTRACTOR must hold the Owner harmless and free from all claims, including, but not limited to, lawsuits, lawsuits and claims of any kind that are or may be brought against it for such causes, when these are related to the object and performance of this Agreement. The CONTRACTOR undertakes to clean up any irregular situation, assuming the values and concepts that it would have been required to pay or that may be required from the Owner, as well as to compensate it for any damage that may be caused to it for this reason. Additionally, the Owner is not responsible for the negotiations, commercial relations or of any other nature that the CONTRACTOR maintains with third parties during the execution of this Contract. In this sense, the CONTRACTOR will hold the pavilion harmless from negotiations, commercial relations or of any other nature that it may have with third parties (whether they are allies of the pavilion or not) and will assume its defense in the event of lawsuits, litigation, legal actions and any other kind that the Owner receives on the occasion of the above.

## **25. Clarification of tenders**

To assist in the examination, evaluation and comparison of tenders and the qualification of tenderers, the Contracting Party may, at its discretion, request any tenderer to provide clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that does not respond to a request from the Contracting Party shall not be taken into consideration. The Contracting Party's request for clarification and the response shall be made in writing. No changes to the prices or content of the Tender shall be requested, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Contracting Party in the evaluation of the Tenders.

If a tender fails to provide clarifications of its Tender by the date and time set forth in the Contracting Party's request for clarification, its Tender may be rejected.

## **26. Compliance and rejection of tenders**

The determination of the conformity of a Tender by the Contracting Party shall be based on the content of the Tender itself. A substantially compliant Tender is one that meets or exceeds the requirements of the Project Requirements without material deviations, reservations, or omissions.

- "Deviation" is a deviation from the requirements specified in the Tender Document.
- "Reservation" means the establishment of limiting conditions or the withholding of full acceptance of the requirements specified in the Tender Document; and

- "Omission" means the failure to submit some, or all of the information or documentation required in the Tender Document.

A material deviation, reservation, or omission is one that, if accepted, could:

- materially affect the scope, quality, or performance of the Requirements as specified in Part 2; or
- limit in any substantial manner, inconsistent with the Tender Document, the Contracting Party's rights or the tenderer's obligations under the proposed Contract; or
- if it is rectified, it would unfairly affect the competitive position of other tenderers submitting substantially compliant Tenders.

The Contracting Party shall examine the technical aspects of the Offer in particular, to confirm that all the requirements have been met without any material deviation, reservation or omission. If a Tender does not substantially comply with the requirements of the Tender Document, it will be rejected by the Contracting Party and may not be subsequently conformed by correction of the material deviation, reservation or omission.

Provided that a Tender is substantially compliant, the Contracting Party may waive any quantifiable nonconformity in the Tender that does not constitute a material deviation, reservation, or omission.

## **27. Tender evaluation and comparison**

### **○ Preliminary examination**

At the time of the opening of the Tenders, the Contracting Party shall proceed to a preliminary examination of the Tender to confirm that all documents and technical documentation requested in this Tender. The documents that make up the Tender Submission have been provided, and to determine the completeness of each document submitted.

The Contracting Party may reject any Tender during the preliminary examination that does not meet the formal and eligibility requirements set forth in this Tender, without further consultation with the Tenderer.

Proposals that are incomplete, inappropriate or contain material deviations or reservations from the terms of the Contract, may, at the absolute discretion of the Contracting Party, be rejected or excluded from further consideration at any time during the evaluation, including after the preliminary examination.

- **Evaluation of tenders and correction of arithmetic errors**

The Contracting Party shall use the criteria and methodologies indicated throughout this tender. No other evaluation criteria or methodology will be allowed.

Provided that the Offer is substantially compliant, the Contracting Party shall correct arithmetical errors as indicated in the Offer. If a tenderer does not accept the correction of errors, its tender will be declared noncompliant.

- **Evaluation of the Tenderer**

The Contracting Party shall determine to its satisfaction whether the successful tenderer has submitted the highest evaluated and substantially compliant Tender meets the qualification criteria specified in this Tender. The determination shall be based on an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer.

A positive determination shall be a prerequisite for the award of the Contract to the tenderer. A negative determination will result in the disqualification of the Tender, in which case the Contracting Party will proceed to the next highest evaluated Tender to make a similar determination of that tenderer's qualifications to perform satisfactorily.

The Contracting Party's right to accept any tender and to reject any or all offers

The Contracting Party reserves the right to accept or reject any Tender, as well as to cancel the Tender process and reject all Tenders at any time, without incurring any liability to the Tenderers. In the event of cancellation, all Tenders submitted and the Tender Guarantees, will be returned to the tenderers without delay.

## **28. Award of the contract**

- **Award criteria**

The Contracting Party shall award the Contract to the Tenderer that has been determined to be eligible and qualified and whose tender has been determined with the highest score in the evaluation of the cumulative analysis of the Technical and Economic proposals and whose Tender is substantially in accordance with the Tender Document, provided that it is further determined that the Tenderer is qualified to perform the Contract satisfactorily.

The Contracting Party reserves the right to conduct negotiations with the Tenderers to establish the award recommendation on the content of their negotiated Tenders.

The Contracting Party reserves the right to conduct negotiations with the Tenderer at any time prior to the signing of the Contract.

- **Letter of intent**

The Contracting Party shall notify the successful tenderer in writing of its intention to accept its tender. The Contracting Party may request the tenderer to extend the validity of its Tender if it has expired before the Award.

The notification to the successful tenderer by issuing the letter of intent shall not constitute a binding contract, but only an expression of the intention of the Contracting Party to award the contract to that tenderer and, where appropriate, to enter negotiations with the successful tenderer. However, the Contracting Party shall not be obliged to conclude a contract with this tender and may decide at any time to terminate negotiations with it.

The Contracting Party shall also notify all other tenderers of the results of the Tender at any time prior to the signing of the contract.

- **Signing the contract**

Immediately after the issuance of the Letter of Intent and at the conclusion of negotiations with the selected tenderer, if any, the Contracting Party shall send the selected tenderer the Letter of Acceptance and shall commence coordinating the signing of the Contractual Agreement.

Within 5 business days following receipt of the Letter of Acceptance, the successful tenderer shall sign, date and return it to the Contracting Party.

## **29. Annex**

The annexes are an indivisible part of this document, and an obligatory reference for the development of the Project, and are grouped as follows:

## LETTER OF PRESENTATION FOR TENDER PARTICIPANTS

Date, City

Colombian Pavilion - Expo Osaka 2025

ProColombia

Bogotá, Colombia

**Subject: Presentation of -Company Name - as a Candidate for the pavilion operation, cleaning and host management service of the Colombian Pavilion at Expo Osaka 2025**

Dear Colombia Pavilion Team,

On behalf of - **Company Name** -, we are honored to formally present our participation in the **tender process for the pavilion operation, cleaning and host management service of the Colombian Pavilion at Expo Osaka 2025**. With our extensive experience in - **mention relevant expertise: event management, facility operations, security, logistics, events, visitor services, etc.-**, we are confident in our ability to contribute to the successful execution of this prestigious international project.

As a company committed to **excellence, efficiency, and international standards**, we are prepared to provide a **comprehensive and high-quality operational solution** that aligns with the objectives of the Colombian Pavilion. Our proposal has been meticulously designed to ensure:

- **Seamless daily operations** that guarantee a world-class experience for visitors.
- **Compliance with Japanese labor regulations**, ensuring proper hiring and management of personnel.
- **Implementation of best practices in logistics, events, security, and facility maintenance** for optimal functionality.
- **Adherence to the highest standards of quality assurance and control**, ensuring the pavilion maintains its integrity and impact throughout the six-month duration of Expo Osaka 2025.

We are fully committed to the **vision and mission of the Colombian Pavilion**, which serves as a key platform for showcasing **Colombia's innovation, culture, investment opportunities, and sustainability efforts** to a global audience. Our team is ready to contribute its expertise, resources, and dedication to ensuring an exceptional operational experience.

We appreciate the opportunity to present our proposal and look forward to engaging further in this process. Please do not hesitate to contact us for any additional information or clarifications regarding our submission.

Thank you for your consideration. We remain at your disposal and look forward to the possibility of collaborating on this significant endeavor.

Best regards,

**Your Name**

**Your Position**

**Company Name**

**Company Contact Information**