

## **BIDDING DOCUMENT**

### **SELECTION OF AN AGENCY FOR CARRY OUT VIDEO STREAMING OF TOURISM ATTRACTIONS OF SRI LANKA**

Sri Lanka Tourism Promotion Bureau  
# 80, Galle Road,  
Colombo 03

November 2021

## **Section 1- Invitation for Bids**

**Democratic Socialist Republic of Sri Lanka  
Ministry of Tourism  
Sri Lanka Tourism Promotion Bureau**

### **Invitation for Bids**

**SELECTION OF AN AGENCY FOR CARRY OUT VIDEO STREAMING OF  
TOURISM ATTRACTIONS OF SRI LANKA**

**Bid No: SLTPB/PROC /2021/ NCB / 29**

1. The Chairperson, Department Procurement Committee of SLTPB, invites sealed bid proposals from reputed and experienced agencies for selection of an Agency to carry Video Streaming of Tourism Attractions of Sri Lanka.
2. Prospective bidders shall have following Qualifications and experience;
  - i The Agency should be duly registered in Sri Lanka as a legal entity and having an operational office in Sri Lanka.
  - ii Minimum 5 years of continuous experience in the field of Video Production.
  - iii Experience of handling a minimum of three video productions with a contract value being not less than LKR 2 million per contract per reputed client during last five years (proof to be submitted)
  - iv Experience in live streaming.
3. **The maximum total contract value over the period of 12 months will be LKR 28 million and the required funds shall be allocated by Sri Lanka Tourism Promotion Bureau.**
4. Bidding will be conducted adopting National Competitive Bidding Method through two envelopes under National Procurement Guideline 2006 (<http://oldportal.treasury.gov.lk/web/guest/Procurement-Manual>).
5. Interested eligible bidders may obtain further information from the Managing Director of the Sri Lanka Tourism Promotion Bureau sending a request to [procurement@srilanka.travel](mailto:procurement@srilanka.travel) and copy to [sandamali@srilanka.travel](mailto:sandamali@srilanka.travel)
6. The Bidding document could be viewed free of charge by logging in to web site: [www.Srilanka.travel](http://www.Srilanka.travel) by the interest bidders.
7. A Complete set of Bidding documents in English language may be obtained by interested bidders on submission of a written application to the e-mail address below and upon depositing/Online transfer of Rs. 10,000/= (Ten thousand only) being nonrefundable tender fee in-favor of Sri Lanka Tourism Promotion Bureau on or before 30/11/2021, credit of account number 007119985 maintained at Bank of Ceylon, Corporate Branch and email the proof of payment to [sandamali@srilanka.travel](mailto:sandamali@srilanka.travel) and furnishing the under-mention information
  - Name of the bidder.
  - Contact person Name and the contact details of the bidder.
  - Email address of the contact person.

8. Late bids will be rejected.
9. A Pre-Bid Meeting in this regard will be held on 22<sup>nd</sup> November 2021 at 10:00 am. Interested bidders are invited to join the pre bid meeting in person or online via < <https://meet.google.com/erb-bbsu-dfp?authuser=0>>.
10. Bids must be delivered or deposited in the tender box at the Procurement Division (Basement), Sri Lanka Tourism Promotion Bureau, No. 80, Galle Road, Colombo 03 at or before 11.00 am on 6<sup>th</sup> December 2021. Bids will be opened immediately after the bid closing time at the Procurement Division (Basement), Sri Lanka Tourism Promotion Bureau, No. 80, Galle Road, Colombo 03 in presence of the bidder's representatives who choose to attend in person.
11. The Bidding Documents are not transferable.
12. The bidder should possess a valid certificate issued by the Registrar of public contracts in accordance with the section 6 of public contract act no 3 of 1987.

Chairperson,  
Department Procurement Committee,  
Sri Lanka Tourism Promotion Bureau,  
No. 80, Galle Road,  
Colombo 03.

## Section II – Instruction to Bidders (ITB)

A. General		
1. Scope of Bid	1.1	The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data
	1.2	The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
2. Qualification and Experience of the Bidder	2.1	All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
	2.2	<p>If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:</p> <ul style="list-style-type: none"> <li>a. List of Services performed for each of the last five years;</li> <li>b. Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</li> <li>c. Work plan and methodology;</li> <li>d. list of major items of equipment proposed to carry out the Contract;</li> <li>e. qualifications and experience of key staff proposed for the Contract;</li> <li>f. Any other if listed in the Bidding Data.</li> </ul>
3. Cost of Bidding	3.1	The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
4. Site Visit	4.1	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents		
5. Content of Bidding Documents	5.1	<p>The set of bidding documents comprises the documents listed below</p> <p><b>Volume I</b></p> <p>Section II. Instructions to Bidders</p> <p>Section IV Conditions of Contract</p> <p>Section VIII Security Forms of Securities</p> <p><b>Volume II</b></p> <p>Section I Invitation for Bids</p> <p>Section III Bidding Data</p> <p>Section IV Forms of Bid and Qualification Information</p> <p>Section V Contract Data</p> <p>Section VI Employer's Requirements</p> <p>Section VII Financial Bid</p>
6. Clarification of Bidding Documents	6.1	A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.
C. Preparation of Bids		
7. Language of Bid	7.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising the Bid	8.1	<p>The Bidder shall submit the Bid under two separately sealed envelopes as follows:</p> <p>(a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; and shall enclose the original Document and the Copy in separately sealed envelopes, duly marking envelopes as "Original" and "Copy". These envelopes containing the "Original" and "Copy" then to be enclosed in one single envelop.</p> <p>(b) The second envelope shall be clearly marked "ENVELOPE 2 – FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS" and shall enclose the "Original" financial bid and the "Copy" in separate sealed envelopes, duly marking envelopes as "Original" and "Copy". These envelopes containing the "Original" and "Copy" then to be enclosed in one single envelop.</p>

	8.2	The Envelope 1, marked as “QUALIFICATION AND EXPERIENCE INFORMATION” shall include the originals of the following: (i) Volume 1 of the Bidding Document (ii) Bid security if requested; (iii) Duly filled ‘A’ Schedules, “Qualification and Experience Information”; (iv) Other information listed in Bidding Data; and (v) Any other information, bidder may wish to include
	8.3	The Envelope 2, marked a “ORIGINAL OF FINANCIAL BID” shall include the originals of the following: (i) Duly filled and signed Price Bid Submission Form; (ii) Duly filled Activity Schedules
	8.4	The two covers shall then be sealed in an outer Envelope All inner and outer envelopes/covers shall: (a) be addressed to the Employer at the address provided in the Bidding Data; (b) bear the name and identification number of the Contract as defined in Bidding Data;
9. Bid Prices	9.1	The Contract shall be for the Services, as described in the Employer’s Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
	9.2	The Bidder shall fill in rates and prices for all items of the Services described in the Employer’s Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
	9.3	All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.
10. Currency of Bid and Payment	10.1	The bid price shall be quoted in Sri Lanka Rupees (LKR)
11. Bid Validity	11.1	Bids shall remain valid for the period specified in the Bidding Data.
	11.2	In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security	12.1	12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
	12.2	If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
	12.3	The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.
	12.4	The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
	12.5	<p>12.5 The Bid Security will be forfeited:</p> <ul style="list-style-type: none"> <li>• if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;</li> <li>• if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or</li> <li>• in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> <li>○ sign the Contract; or</li> </ul> </li> </ul> <p>(i) Furnish the required Performance Security.</p>
13. Format and Signing of Bid	13.1	The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
	13.2	The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
	13.3	The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
D. Submission of Bids		
14. Sealing and Marking of Bids	14.1	<p>The outer envelope prepared in accordance with sub-clause 8.4 shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Employer at the address provided in the Bidding Data;</li> <li>(b) bear the name and identification number of the Contract as defined in the Bidding Data; and</li> <li>(c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.</li> </ul>
	14.2	In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

	14.3	If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids	15.1	Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
	15.2	Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids	16.1	Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.
<b>Bid Opening and Evaluation</b>		
17. Bid Opening	17.1	The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
	17.2	The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
	17.3	The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause 21.2.
18. Clarification of Bids	18.1	To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22
19. Examination of Bids and Determination of Responsiveness	19.1	Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities and (b) is substantially responsive to the requirements of the bidding documents.
	19.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material



		<p>deviation or reservation is one</p> <ul style="list-style-type: none"> <li>(a) which affects in any substantial way the scope, quality, or performance of the Services</li> <li>(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or</li> <li>(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> </ul>
	19.3	If a Bid is not substantially responsive, will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
20. Evaluation of Qualification and Experience	20.1	The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
	20.2	A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.
	20.3	During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:
	20.4	Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.
21 Evaluation of Financial Bid	21.1	After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The

		notification may be sent by registered letter, or facsimile,.
	21.2	The Envelope 2 shall be opened publicly in the presence of the Bidders representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened.
	21.3	Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
	21.4	In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows: a) excluding Provisional Sums and the provision, if any; b) correcting the arithmetical errors in-pursuant to Clause 22. c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers. d) applying any discounts offered by the Bidder.
	21.5	The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
22. Correction of Errors	22.1	Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
	22.2	The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may or will be forfeited in accordance with Sub-Clause 12.5.
F. Award of Contract		
23. Award Criteria	23.1	Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price
24. Employer's Right to Accept	24.1	Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and

any Bid and to Reject any or all Bids		reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
25. Notification of Award and Signing of Agreement	25.1	The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	25.2	The notification of award will constitute the formation of the Contract.
	25.3	The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.
26. Performance Security	26.1	If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer an unconditional on Demand Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
27. Advance Payment and Security	27.1	The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

### Section III - Bidding Data

Instructions to Bidders Clause Reference		
1.1	Name of the Employer	Sri Lanka Tourism Promotion Bureau.
	Name of the Contract	Selection of an Agency for carry out Video Streaming of Tourism Attractions of Sri Lanka
	Identification No of the Contract	SLTPB/PROC /2021/ NCB /29
	Number of Bids	A bidder shall submit only one bid.
1.2	The Intended Completion date	31 <sup>st</sup> December 2022
2.2	The information required from bidders in Sub-Clause 2.2	i) The Agency should be duly registered in Sri Lanka as a legal entity and having an operational office in Sri Lanka. ii) Minimum 5 years of continuous experience in the field of Video Production. iii) Experience of handling a minimum of three video productions with a contract value being not less than LKR 2 million per contract per reputed client during last five years (proof to be submitted) iv) Experience in live streaming.
6.1	Clarification of Bidding Documents	Pre-Bid Meeting will be held at 10.00am on 22 nd November 2021 via google meeting. Interested bidders are invited to join the pre bid in online via < <a href="https://meet.google.com/gfy-htcy-sww">https://meet.google.com/gfy-htcy-sww</a> >.
4 .1	Site Visit	Not applicable
5.1	Content of bidding Document	<b>Volume I</b> Section II. Instructions to Bidders. Section V Conditions of Contract. Section IX Security Forms of Securities. <b>Volume II</b> Section I Invitation for Bids. Section III Bidding Data. Section IV Forms of Bid and Qualification Information. Section VI Contract Data. Section VII Employer's Requirements. Section VIII Price proposal.
6.1	Clarification of Bidding Documents	Interested eligible bidders may obtain further information from the Managing Director of the Sri Lanka Tourism Promotion Bureau sending a request to <a href="mailto:procurement@srilanka.travel">procurement@srilanka.travel</a> ; and copy to <a href="mailto:sandamali@srilanka.travel">sandamali@srilanka.travel</a>

8.1-8.3	Documents comprising the bid	The Bidder shall submit the Bid in “Single Envelope” including as follows: (i)Volume 1 of the Bidding Document (ii)Bid security (iii)Duly filled ‘A’ Schedules, “Qualification and Experience Information”; (iv)Other information listed in Bidding Data; and (v)Any other information, bidder may wish to include (vi)Duly filled and signed Bid Submission Form with price; (vii)Duly filled Activity Schedules (viii) Duplicate bid in another seal envelopes with all including above (I –VII)
8.4	The address for submission of Bids	Chairperson, Department Procurement Committee, Sri Lanka Tourism Promotion Bureau, No. 80, Galle Road, Colombo 03.
11.1	The period of Bid validity	91 days from the bid closing date: 1 st April 2022
12.1	The amount of Bid Security	The amount of Bid Security shall be LKR 300,000 (Three hundred thousand) (Use Annexure A - Form for Bid Security submission) The Bid Security shall be valid until (91 days+ 28 days = 119 days) 1 st April 2022. The bid securities issued by an A Class commercial bank operating in Sri Lanka.
13.1	Format and signing of the bids	The bidder shall prepare one original and one duplicate of the documents comprising the bid as describe close no 08
14.1	The Employer’s address for the purpose of Bid submission	In addition to the ITB clause No 14.1, <ul style="list-style-type: none"> <li>Bids shall be submitted by hand or deposited in the Tender Box at; Sri Lanka Tourism Promotion Bureau, Procurement Division (Basement), No. 80, Galle Road, Colombo 03.</li> <li>For the purpose of bid submission, the address shall be; Chairperson, Department Procurement Committee, Sri Lanka Tourism Promotion Bureau, No. 80, Galle Road, Colombo 03.</li> </ul>
14.2	For identification of the bid the envelopes should indicate:	“Video Streaming of Tourism Attractions of Sri Lanka”
	Bid / Contract Number	SLTPB/PROC/2021/ NCB/29
15.1	The deadline for submission of bids	At 11.00 am on 06.12.2021
	Bid opening time	Immediate after Bid Closing on 06.12.2021at 11..00 am

	Bid opening Address	Sri Lanka Tourism Promotion Bureau, Procurement Division (Basement), No. 80, Galle Road, Colombo 03.			
17.3	Financial bid	Not Applicable.			
20.2	Evaluation of Qualification and Experience	The Employer evaluates the bid on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.			
20.3	Evaluation of Qualification and Experience	S/N	Criteria	Maximum Points	Minimum Points
		1.	Company Profile	10	0
		2	Profile of the Key Team	10	0
		3	Content Creation	10	0
		4	Marketing and Promotion	10	0
		5	Promotional Activities	20	0
		6	Production Plan	10	0
		7	Reporting and monitoring plan	10	0
		8	Technology Proposed to use	10	0
		9	Digital Promotional Plan	10	0
			Total	100	0
20.4	Final Evaluation criteria	<p>The bids that not secure minimum of 60 points shall be rejected. The weightage that shall be given in the combined evaluation for technical proposal and Financial proposal shall be 70: 30 respectively.</p> <p>Maximum of 70% of the total cost has to be utilized for the production and live streaming of sessions. The 30% shall be utilized for promotional campaign of it.</p>			
26.1	Performance Security	<p>The amount of Performance Security shall be 20% of the contract price on submission of an unconditional, irrecoverable on first demand of the employer Performance Bank Security (Unconditional in the specified format in the annex - B) issued by an A Class commercial bank operating in Sri Lanka. Valid 28 days from the completion of the contract. (Valid up to 31.01.2023)</p>			
27.1	Advance Payment and Security	<p>The Employer will provide an Advance Payment maximum 20% of the Contract Price subject to the Service Provider submitting an unconditional, irrecoverable on first Demand Advance Payment guarantee acceptable to the Employer and as per annex C form issued by an A Class commercial bank operating in Sri Lanka.</p>			

## Section IV - Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

### Form of Bid

[date]

**Chairperson,  
Department Procurement Committee,  
Sri Lanka Tourism Promotion Bureau,  
No. 80, Galle Road,  
Colombo 03.**

Having examined the bidding documents, we offer to provide the Services "Selection of an Agency for carry out Video Streaming of Tourism Attractions of Sri Lanka" bearing Bid Number: SLTPB/PROC /2021/ NCB / 29 in accordance with the Conditions of Contract, Employer's Requirements, and activity schedule accompanying this Bid for the Contract Price of Sri Lankan Rupees ..... or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

<b>Authorized Signature</b>	
<b>Name of Signatory</b>	
<b>Title of Signatory</b>	
<b>Name of Bidder</b>	
<b>Address of the Bidder</b>	
<b>Contact Details</b>	Telephone Email Address

\*Authorized signatory means the person authorized by the company through a Board Resolution or Power of Attorney. It should be attached with bid.

## Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.



## Schedule A – Experience in Similar Assignments

### Submission Form A1 – Company Profile

Year of Incorporation	
No of Permanent Staff	
No of Contract Staff	
Vat Registration Number	

### Submission Form A2 –Video Production Experience within last 05 years

Year	Client	Description of the Contract	Duration of Contract	Value of the Contract	Activities Carried Out under the Contract
Total					

### Submission Form A3 –Video Streaming Contracts Handled within last 05 years

Year	Client	Description of the Contract	Duration of Contract	Value of the Contract	Activities Carried Out under the Contract
Total					

**Submission Form A4 - List of locally and globally recognized awards received by the agency within last five years**

S/N	Award Name	Awarded for (share details of campaign, including industry, focus markets and brief scope of work)	Award is Presented by	Year of Award
1				
2				
3				
4				
5				
6				
7				
8				
9				

If the agency wishes to provide more details of the awards (e.g., portfolio of work), they are free to attach them as appendices.

## **Schedule B – Work Plan and Methodology**

### **B.1 Technical proposal**

All agencies are requested to structure their technical proposals based on the criteria depicted below

#### **B.1.1 Content Creation**

- B.1.1.1 Define the Target Audience -
- B.1.1.2 Set Content Goals
- B.1.1.3 Engagement Methodology
- B.1.1.4 Speakers & Moderators
- B.1.1.5 Publishing Schedule
- B.1.1.6 Purpose the Content

#### **B.1.2 Marketing and Promotion**

- B.1.2.1 Outline Marketing Goals
- B.1.2.2 Develop Messaging
- B.1.2.3 Audience segmentation
- B.1.2.4 Pick the Destination - Determine where to host your video stream based on where the target audience spends their time.
- B.1.2.5 Build the Calendar - Schedule out the promotions so that they flow together.

#### **B.1.3 Promotional Activities**

- B.1.3.1 Plan for Pre-Event Promotions
- B.1.3.2 During Event Promotions
- B.1.3.3 Post Event Promotions
- B.1.3.4 Deliverables of the promotional campaign

#### **B.1.4 Production Plan**

- B.1.4.1 General Production Plan with the timeline
- B.1.4.2 Expected Viewership at a given time per session.

#### **B.1.5 Details of the equipment and technology to be used**

- B.1.5.1 Camera Equipment to be used
- B.1.5.2 Lighting to be used
- B.1.5.3 Sound recording equipment to be used
- B.1.5.4 Editing setup to be used
- B.1.5.5 Other to be used

#### **B.1.6 Reporting and monitoring**

Provide the detailed plan for reporting and monitoring of the following

- B.1.6.1 Pre-production
- B.1.6.2 During production
- B.1.6.3 Post production
- B.1.6.4 Proposal for approval of artworks and creatives of the campaign

**B.1.7 Value additions**

B.1.7.1 Proposed Value Added activities (such as competitions) to attract visitors to the sessions

**B.2 Previous productions**

Please provide three best video productions of your Agency within last five years in a Flash Drive

**B3. Voice Clips of the Narrators proposed in a Flash Drive**

## Schedule C – Key Staff

Submission Form C1 - Composition of the proposed team for handling the Sri Lanka Tourism Account.

S/N	Position in the team	Full name of the member	Whether full-time/dedicated or not?	Tasks to be performed in the team
1	Director of Production			
2	Videographer 1			
3	Videographer 2			
4	Videographer 3			
5	Drawn Camera operator			
6	Still Photographer			
7	Video Editor			
8	Narrator 01			
9	Narrator 02			
10	Narrator 03			
11	Chief Diver			
12				
13				
14				

## Submission Form C2 - CV of the members of the team

This form is to be filled for each member of the team . In addition, bidders are free to attach CVs covering aspects not covered in the following tables as appendices.

### General Information about the members of the team

Proposed position in the team	
Name of the member of the team	
Date of birth	
Role/Tasks in the team	

### Work related Education of the member of the team

Institution of Education	
Period of attendance: from (month/year) – to (month/year)	
Achieved level of education or diploma/ degree etc.	

### Relevant work experience of the member of the team

Date: from (month/year) to (month/year)	
Company/business/establishment	
Address of the company/ business/ establishment	
Position in the company/ business/ establishment	
Top projects/assignments done while in that company/business/establishment (will be elaborated in a table further below)	

### List of the most important projects and assignments of the members of the team During his carrier

Name of the project	Name of the employer	Contractor/ Client of the project	List of tasks in the project	Period of work in the project: from (month/ year) to (month/ year)

I certify that the information given in this Form is a true description of my qualification and work experience.

Signature of the member of the team and of the authorized representative of the consultant	
Name and surname of the member of the team	

### **Schedule D – Client’s Reference**

Please attach the certificates given by the client’s, making references on the services executed by the bidder.

## Schedule F1 – Annual Turn-over Information

Year	Turn-over	Annual profit before Taxes	Remarks
2020			
2019			
2018			
2017			
2016			

Provide Audited Annual Accounts in Digital Format (PDF) in a Flash drive



## Checklist for Submission of Bid

All the bidders are kindly requested to follow the following checklist and ensure that all the documents require to make the bid complete are enclosed to the respective envelop as prescribed in the bidding Document

### Envelop 1

Form Number	Item	Submission Status	
Section VIII.	Bid Security issued by an A Class Commercial Bank operating in Sri Lanka	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Section III.	Forms of Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form A1	Company Profile	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form A2	Video Production Experience within last 05 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form A3	Video Streaming Contracts Handled within last 05 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form A4	List of locally and globally recognized awards received by the agency within last five years	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Schedule B	Work Plan and Methodology	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Video Clips of Previous Productions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Voice Clips of Narrators	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Plan for Digital Promotions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form C1	Composition of the proposed team for handling the Sri Lanka Tourism Account.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form C2	CVs of the members of the team	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Schedule D	Client's Reference	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Schedule F1	Annual Turn-over Information	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form FB 01	Production Cost	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form FB 02	Promotional Cost	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission Form FB 03	Master Price Schedule	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## Letter of Acceptance

[Letterhead paper of the Employer]

### Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for providing services [name of the Contract and Identification number] for the Contract Price of [amount in numbers and words], as corrected and

Modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents and it is requested to submit performance bond value of Rs..... Up to .....as per the bid document within 14 days from this letter in order to sign the contract agreement.

Authorized Signature	
Name of Signatory	
Title of Signatory	
Name of Agency	

## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

### WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- b. the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. The Conditions of Contract;
- b. The Contract Data;
- c. The Form of Bid
- d. The Priced Activity Schedule
- e. The Employer's Requirements
- f. The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel

Appendix D: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b. The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

3. The liquidated damages rate is 0.5% per day, The maximum number of liquidated damages for the whole contract is 10% of the final contract price.

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 Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

## Section V

### Conditions of Contract

A. General Provisions	
1. Definitions	
1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Financial Bid” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;</p> <p>(d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer</p> <p>(c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(e) Employer” means the party who employs the Service Provider.</p> <p>(f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;</p> <p>(h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;</p> <p>(i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer</p> <p>(j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer</p> <p>(k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.</p> <p>(l) “Provisional Sum” means a sum which is specified in the Financial Bid as a Provisional Sum for the execution of any part of the contract as specified under sub-Clause 6.5</p>
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka
1.3 Language	This Contract has been executed in English Language
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.
<b>B. Commencement, Completion, Modification, and Termination of Contract</b>	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
2.2 Starting Date	The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
<b>2.4 Force Majeure</b>	
2.4.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.4.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract 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 in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.4.3 Extension of Time	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.
2.4.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

<b>2.5. Termination</b>	
2.5.1 By the Employer	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.5.1 and sixty (60) days in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>a. if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</li> <li>b. if the Service Provider become insolvent or bankrupt;</li> <li>c. if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</li> <li>d. if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;</li> <li>e. if the Service Provider has delayed the completion of the Services by the number of days for which the maximum number of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data;</li> <li>f. if the Employer, in its sole discretion, decides to terminate this Contract.</li> </ul>
2.5.2 By the Service Provider	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.2</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.</p>
2.5.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (c) (d and (e) of Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

<b>C. Obligations of the Service Provider</b>	
3.1 General	The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
3.2 Confidentiality	The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer
3.3 Service Providers' Actions Requiring Employer's Prior Approval	The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:
	(a) entering into a subcontract for the performance of any part of the Services,
	(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
	(c) changing the Program of activities; and
	(d) any other action that may be specified in the Contract Data
3.4 Reporting Obligations	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
3.5 Documents Prepared by the Service Providers to Be the Property of the Employer	All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.5 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
<b>3.6 Liquidated Damages</b>	
3.6.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due

	to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.6.2 Correction for Overpayment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in contract data.
3.7 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.
<b>D. Service Provider's Personnel</b>	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer
4.2 Removal and/or Replacement of Personnel	(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
	(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
	(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
<b>E. Obligations of the Employer</b>	
5.1 Assistance and Exemptions	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC
5.2 Change in the Applicable Law	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 of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased which have being highlighted and disclosed in the bid and accordingly by agreement between the Parties, and corresponding adjustments shall be



	made to the amounts referred to in Clauses 6.2 as the case may be.
5.3 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix D.
<b>F. Payments to the Service Provider</b>	
6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3
6.2 Contract Price	The Contract Price is set forth in the Contract Data.
6.3 Payment for Additional Services, and Performance Incentive - Compensation	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix D.
6.3.1	For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC (Special condition of Contract) for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Provisional Sum	<p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the instructions of Employer, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. For each Provisional Sum, the Employer may instruct:</p> <ul style="list-style-type: none"> <li>(a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor.</li> <li>(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor or otherwise; and for which there shall be included in the Contract Price: <ul style="list-style-type: none"> <li>(i) the actual amounts paid (or due to be paid) by the Contractor, and</li> <li>(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.</li> </ul> </li> </ul> <p>The Contractor shall, when required by Employer, produce drawings BOQs Estimates Technical specifications, quotations, invoices, vouchers and</p>

	accounts or receipts in substantiation.
<b>G. Quality Control</b>	
7.1 Identifying Defects	The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
7.2 Correction of Defects, and Lack of Performance Penalty	(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
	(b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
	(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.
<b>H. Settlement of Disputes</b>	
8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Settlement	
8.2.1	Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995 of Sri Lanka or any amendments thereof.
8.2.2	The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.
8.2.3	The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995 of Sri Lanka or any other amendments thereof.

## Section VI Contract Data

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The addresses are: Employer: Chairperson, Sri Lanka Tourism Promotions Bureau, No 80 Galle Road, Colombo -03.
1.6	The Authorized Representatives are: For the Employer: Ms. K.P.P. Siriwardana, Managing Director, Tel: 011 2382621, E-mail: <a href="mailto:md@srilanka.travel">md@srilanka.travel</a>  For the Service Provider:
2.1	The date on which this Contract shall come into effect is 31.12.2021 [ Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank Guarantee (see Clause 6.4), etc.
2.2	The Intended date of commencement of Services is 31.12.2021
2.3	The Intended Completion date is 31.12.2022.
2.6	In the event of the instance of issues relating to Covid-19 which results to the halting of the event. SLTPB will make actual payments to the point work completed. Actual invoices are required as proof of payments (i.e. work completed).
3.5	Apart from the provisions in 3.5 the service provider is liable to handover all assets acquired under the contract to SLTPB.
3.6.1	The liquidated damages rate is 0.5% per day The maximum number of liquidated damages for the whole contract is 10% percent of the final Contract Price.
3.6.2	Applicable interest: “no interest will be paid”
4.1	Service Provider shall obtain the prior approval of SLTPB for substitution of selected personnel at the time of award of the contract or recruitment of personnel prescribed under the contract prior to recruiting them.
6.2	Contract price to be included in the “Form of Bid” by the bidders.
6.4	Payments shall be made according to the following schedule: [ Note: (a) the following installments are indicative only; (b) “commencement date” may be replaced with “date of effectiveness;” and (c) if applicable, detail further the Nature of the report evidencing performance, as may be required]. <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: maximum of the 20% percent of the Contract Price shall be paid on the commencement of the contract date against the submission of an Unconditional on Demand bank</li> </ul>

	<p>guarantee issued by an A class commercial bank operating in Sri Lanka.</p> <ul style="list-style-type: none"> <li>• Progress payments in accordance with the milestones established in Appendix B, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:</li> <li>• Should the certification not been provided or refused in writing by the employer after one month of the date of receipt of the corresponding invoice subject to providing of other relevant document the certification will be deemed to have been provided, and the progress payment will be released accordingly.</li> </ul>
6.5	Not Applicable
8.1	The right of interpretation of bidding document will be solely and exclusive right of the employer.

## **Appendix A**

### **A.0 Scope of work**

#### **A.1 Content Creation**

The agency shall come up a plan for content creation covering the following areas

- A.1.1 Define the Target Audience - The agency shall define the correct target audience to send the underwater marine life video streams (Demographics, challenges, etc.)
- A.1.2 Set Content Goals – define the appealing content which would be applicable for the target audience
- A.1.3 Create Engagement Opportunities - Find ways to interact with the live stream through Chat, Live Q&A, Polls or Social Media.
- A.1.4 Recruit Speakers & Moderators - the agency shall recruit marine life specialists as speakers and Moderators for the Video streaming, whom have in-depth knowledge about Corel, sea animals, habitat, etc.
- A.1.5 Build a Publishing Schedule - Create an editorial calendar with selected programming laid out ahead of time.
- A.1.6 Re-Purpose the Content - Use the live stream content in other ways such as blog posts, video teasers, podcasts, etc.

#### **A.2 Marketing and Promotion**

- A.2.1 Outline Marketing Goals - Strategize objectives to make selecting the right channels easier.
- A.2.2 Develop Messaging – Develop messaging to suit different channels with slightly differences required based on the channel.
- A.2.3 Segment Your Audience - Personalize messages to address different target groups.
- A.2.4 Pick the Destination - Determine where to host your live stream based on where the target audience spends their time.
- A.2.5 Build the Calendar - Schedule out the promotions so that they flow together.
- A.2.6 Rights to display third party branding and logos within the programme reserved with SLTPB. The contractor will not be allowed to display such branding without a formal request of SLTPB. During the production, the bidder shall omit to capture any branded items within frames

#### **A.3 Promotional Activities**

##### **A.3.1 Pre-Event Promotions**

###### **A.3.1.1 Email**

- Create a multi-touch email campaign
- Carryout registration

###### **A.3.1.2 Digital**

- Posts on social media
- Use an event hashtag.
- Display ads on relevant paid digital media

###### **A.3.1.3 Influencer**

- Develop a toolkit that includes email templates, graphics and social messaging for wildlife influencers

- Write a press release that specifically highlights the live stream to attract attention of media.

#### A.3.1.4 Website

- Creating a landing page within SLTPB website to make sure the promotion can be easily find
- Go the extra mile by incorporating real-time personalization and/or content recommendations.

#### A.3.1.5 Referral

- Create an invitation email template for travel industry members and other interested parties to distribute through their own channels

#### A.3.1.6 Alliance

- Provide a promo tool-kit to travel and Tourism industry partners with sample messaging and graphics for email and social channels
- Post right before live start time and throughout the program with highlights to draw interest. (i.e. live tweeting)

### **A.3.2 During Event Promotions**

#### A.3.2.1 Email

- Include live stream registration and where to watch links in emails

#### A.3.2.2 Digital

- Continue social campaign and include real-time video clips from the show for a sneak preview.

### **A.3.3 Post Event Promotions**

#### A.3.3.1 Digital

- Continue social campaign for each and every video and include real-time video clips from the show for a sneak preview.

### **A.4. Production**

- A.4.1 Filming - The videography has to be done with minimum two underwater cameras. Drown cameras to be used for filming of Whales and Dolphins and surrounding area of the specific destination of attraction. All the video rushes of the productions will be a property of SLTPB and copy rights should be transferred.
- A.4.2 The selected bidder is not allowed to use previously produced material such as Video rushes Photographs, Sound tracks etc. for this streaming sessions. All the material shall be fresh and produced as per the production plan agreed with SLTPB
- A.4.3 Still Photography – a separate underwater camera to be use to capture still photographs. The selected agency shall provide minimum 20 still photos of each session to SLTPB with copyrights.
- A.4.4 Well experienced and licensed underwater photographers and divers to be deployed for videography
- A.4.5 The narrator of the programme shall be a well experienced naturalist who has knowledge on marine life of Sri Lanka
- A.4.6 Internet/Bandwidth - Work with technical team to secure a uninterruptable streaming with dedicated internet connection

- A.4.7 Run of Show – The selected agency shall compile a complete schedule of how the agenda will flow.
- A.4.8 Production Crew - Appropriate production crew members to be secured
- A.4.9 Dry Run/Tech Check - Streams on all channels should be tested beforehand. Practice session to be carried out through all technical aspects of the production.
- A.4.10 Post Production - Set up an editor or team to edit content that can be repurposed on other marketing channels.

## **A.5 Technology Requirements.**

### **A.5.1 Internet bandwidth requirements**

- 10 Mbps upload & download speeds
- Ports 80 & 1935 open
- Dedicated internet line strongly recommended

### **A.5.2 Preferred resolution**

- SD: 640 x 360
- HD: 1280 x 720
- HTML5/WebRTC enabled technology
- RTMP feed compatibility

### **A.5.3 Video/Audio recommendations:**

- SD video: 700 Kbps – 900 Kbps
- HD video: 1500 Kbps – 2500 Kbps
- Frame Rate: 29.97 FPS
- Keyframe interval every 2 seconds (60 frames)
- Audio: 44.1 kHz sample rate, 128 Kbps, mono

### **A.5.4 Facebook Live Encoder Settings**

- Max bit rate is 4000 Kbps (4 mbps).
- Resolution: 1280 x 720
- Frames per second: 30
- Maximum Stream Time: 4 hrs.
- 720p (1280 x 720) - 4 Mbps
- 480p (853 x 480) - 0.6-1.6 Mbps
- 360p (640 x 360) - 0.4-1.1 Mbps

### **A.5.5 YouTube Live Encoder Settings**

- 720p (1280 x 720) - 2.5 -3.6 Mbps
- 480p (853 x 480) - 0.6-1.6 Mbps
- 360p (640 x 360) - 0.4-1.1 Mbps

### **A.5.6 Twitter/Periscope Encoder Settings**

- 540p (960 x 540) - 0.8 Mbps

## **A.6 Time Duration**

- 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Sundays of every month Over a period of 12 months

## Appendix B

### Payment Terms

The payments will be done based on the successful delivery as per the agreement which will be approved by the evaluation committee.

Type of payment (contingent upon):	Amount of the payment
Mobilization (only if required prior to running the campaign)	20% of proposed fees on submission of an advance payment against submission of a Bank Guarantee from a reputable Bank.
Submission of deliverables that are required at each payment date	Balance 80% SLTPB will make payment within 45 days from the date of receipt of original invoices with, <ul style="list-style-type: none"><li>• submission of copyright certificate</li><li>• Satisfactory certification based on the SLTPB</li></ul>

### Bonds to be provided

The selected supplier will provide an Advance Payment not exceeding 20% of the Contract Price and cost for the video streaming after signing of Contract Agreement on submission of an unconditional and Advance Payment Guarantee valid until .....2021 as per annex C form and furnishing the unconditional Performance Guarantee valid until 31.01.2023 from an A Class commercial bank operating in Sri Lanka, in term of ITB Clause 27.1.



## Appendix C

### **Services and Facilities Provided by the Employer**

Sri Lanka Tourism Promotion Bureau will assist the selected bidder to obtain the necessary approvals by providing relevant request letters.

A team consisting PR, Advertising and New Product Development Divisions of SLTPB will support the Selected bidder giving inputs for the creatives and other promotional materials.

All the creatives will be approved within 24 hours by a Team of SLTPB

## **Section VIII. Employer's Requirements**

### **2.1 BACKGROUND**

Sri Lanka Tourism Promotion Bureau is in middle of the procurement process to launch the most awaiting Global Communication Campaign (GCC) which will cover sixteen tourist generating markets of Sri Lanka. At the initial analysis of the planning process of GCC, SLTPB identified that the digital foot print of the destination is not up to the level required to convince the tourists at the research stage of the travel buying cycle. Even though the island carries an unmatched product diversity with more than 5500 attractions around the country, the number arrives to the destination before the pandemic also limited to 2.3 million at its peak. This low number reflected the lower awareness of the tourism product in offer.

To overcome this situation SLTPB tested the “Couch Safari” which highlighted wildlife parks of Sri Lanka around seven months back. Some YouTube videos of Couch Safari are still being viewed increasing the “Video Views” index.

With the success of the couch Safari SLTPB requires to commence another video streaming series to showcase the popular tourist attractions around the country.

This series will be webcasted on 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Sundays of each month. First and third Sundays will cover by another programme planned to showcase the underwater marine life of Sri Lanka

### **2.2 Objectives**

#### **2.2.1 General Objectives**

Show case the Tourist attractions of Sri Lanka to position the island as a preferred destination among prospective tourist from all tourist generating markets of Sri Lanka. At the mean time it is targeted to nourish the video footage library of SLTPB, which will require for the future promotions.

#### **2.2.2 Specific Objectives**

For a successful destination promotion through video streaming SLTPB required to fulfil the following general requirements

- Create the original content for the Video Streaming
- Select and manage the appropriate video streaming channels to host videos.
- Promote the video streaming sessions to reach the target audience.
- Create trending videos on Tourist Attractions of Sri Lanka

#### **2.2.3 Targets to be achieved**

Obtaining the above services SLTPB wish to achieve the targets

- Reaching a global audience
- Real-time engagement
- Speed to market
- Humanizing the brand
- Increasing content syndication

### 2.3 The Programme:

A recent study identified more than 5500 attractions around the country including around 4000 lesser known sites which could be attracted more tourists via strategic promotions. During this programme SLTPB will showcase most popular attractions of the country due to the limited number of slots

Sri Lanka Tourism Promotion Bureau planned to carry out video streaming sessions on 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Sundays of each month over a period of one year.

The programme schedule should cover the following attractions.

	Product	Location	No of sessions	Durations of a session
	Forest	Singaraja	1	60 mts
	Surfing	Hikkaduwa / Arugambay	2	60 mts
	Bird Watching	To be decided	4	60 mts
	Cultural Tringle	Polonnaruwa 2 / Anuradapura 2 / Sigiriya 1/	5	60 mts
	Tea	Tea estate and Manufacture	1	60 mts
	Water falls	Dunhinda	1	60 mts
	Gem & Jewellery	Gem Mines in Ratnapura and Lapidary	1	60 mts
	Handicraft	Nattharanpota / Ambalangoda / Hapuwida/ Dumbara	4	60 mts
	Festivals	New Year/ Vesak/	2	60 mts
	WW Rafting	Kitulgala	1	60 mts
	Caves	Waulpane	1	60 mts
	Heritage	Jaffna / Galle Fort	2	60 mts
	Unique Experience	Ella Train Journey	1	60 mts
	Mountains	Knuckles	1	60 mts
	Hill Country	Nuwara Eliya	1	60 mts
			28	

Video streaming of the sessions has to be transmitted simultaneously as “live “ in social platforms such as Facebook FB Live, You Tube, Roku, Youku etc. The agency shall propose the best channels according to their work plan

## Financial Bid

### Submission Form FB 01 - Production Cost

	Item	No of sessions	Session	Rate Rs	Cost Rs
1.0	Cameras				
1.1	Video Cameras	02	28		
1.2	Drone Camera	01	28		
1.3	Still cameras	01	28		
2.0	Equipment				
2.1	Editing setup	01	28		
3.0	High speed data connection	01	28		
4.0	Production Team cost				
4.1	Director of production	01	28		
4.2	Videographers	02	28		
4.3	Photographers	01	28		
4.4	Drone Operator	01	28		
4.5	Video/Photography assistants	03	28		
4.6	General Assistants	03	28		
4.7	Moderators	02	28		
4.8	Editors	01	28		
5.0	Live Stream Cost		28		
6.0	Transport Cost				
6.1	Transport Cost	02	28		
7.0	Accommodation				
7.1	Single Rooms	05	28		
7.2	Triple Rooms	02	28		
	Total Production Cost				
	Promotional Cost				
	Sub Total				
	VAT				
	Grand Total				

### Submission Form FB 02 - Promotional Cost

	Media Channel	KPI	Unit Measurement	Data Source	KPI Target	Cost
	Facebook	Estimated reach	Reach			
		Estimated Shares	Shares			
		Estimated Likes	Likes			
		Estimated Comments	Comments			
	Facebook - Videos	Views	Views			
		Clicks	Clicks			
		Impressions	Impressions			
	Instagram	Views	Views			
		Clicks	Clicks			
		Impressions	Impressions			
	YouTube	Estimated Impressions	Impressions			
		100% views (till 30 sec)	100% views			
		Estimated Clicks	Clicks			
		Video view % CTR/ITR	%			
		Impression % CTR/ITR	%			
	Youku	Impressions	Impressions			
		Clicks	Clicks			
		Number of Reviews	Reviews			
	Advertise in Search Engines	Reach				
		Clicks				
		Impressions				
	Advertise in Premium Content Sites	Reach				
		Clicks				
		Impressions				
	Other form of Digital Advertising					
	Sub Total (Before VAT)					

### Submission Form FB 03 - Master Price Schedule

Item	Cost (LKR)
Production cost (Before VAT)	
Promotional Cost (Before VAT)	
Total Before VAT	
VAT (if Applicable)	
Grand Total	

## Section VIII Security forms

### Annexure A

#### Format for the Bid Security Guarantee

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- [insert issuing agency's name, and address of issuing branch or office] -----

Beneficiary: ----- [ name and address of Purchaser]

Date: ----- [insert (by issuing agency) date]

BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. SLTPB /PROC/2021/NCB/29

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

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

[signature(s) of authorized representative(s) ]

## Annex B Form: Performance Bank Guarantee (Unconditional)

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] -----

**Beneficiary:**----- [Name and Address of Employer] -----

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. **SLTPB /PROC/2021/NCB/29** [Reference number of the contract] dated -- ----- with you, for the -----(insert construction / Supply) of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[amount in figures] (----- --) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_

[signature(s)]

## Annex C Form: Bank Guarantee for Advance Payment

.....(Name and address of agency and address of issuing branch or office) .....

**Beneficiary:**..... [insert legal name and address of Purchaser]

**Date :** .....

**ADVANCE PAYMENT GUARANTEE No.**.....: [insert Advance Payment Guarantee no.]

We have been informed that .....[insert name of the contractor /supplier ) hereinafter call "the contractor " has entered into Contract No **SLTPB /PROC/2021/NCB/29** [reference number of the contract ] dated..... with you, for the .....( insert construction or supply ) of .....(name of contract and brief description ) (hereinafter called the contract ") supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

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

At the request of the Supplier, we.....name of the issuing agency hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[insert amount in figures )..... amount of words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the contractor.

This Guarantee shall expire , insert the date 28 days beyond the expected expiration date of the contract

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

\_\_\_\_\_

[signature(s)]