



Procurement of Goods Under  
National Competitive Bidding

Invitation of Quotations For  
Procurement of

**Selecting a Production Company to Create Buddhist Documentary for  
Sri Lanka Tourism**

**File No: SLTPB/PROC/2026/S/146**

Sri Lanka Tourism Promotion Bureau

**INVITATION FOR BIDS(IFB)  
National Competitive Bidding (NCB)**

**Invitation for bids to selecting a production agency to create Buddhist Documentary for Sri Lanka Tourism**

The Chairman, Minor Procurement Committee of SLTPB, invites sealed bid proposals from reputed and experienced companies. The required funds shall be allocated by Sri Lanka Tourism Promotion Bureau.

1. Bidding will be conducted adopting national competitive bidding method under National Procurement Guideline 2024 <https://www.treasury.gov.lk/p/procurement-guidelines-and-manuals>
2. 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).
3. Prospective bidders shall have following qualifications and experience (Eligibility Criteria)
  - Be a legally registered company in Sri Lanka (Please provide a BR copy)
  - Have minimum 5 years experience in the field of video production
4. The bidding document could be viewed free of charge by logging in to the web site : [www.Srilanka.travel](http://www.Srilanka.travel) by the interested bidders.
5. 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 Rs10,000.00 (Ten Thousand) being non-refundable tender fee in-favour of Sri Lanka Tourism Promotion Bureau on or before 24.08.2026 credit of account number 007119985 maintained at Bank Of Ceylon, Corporate Branch and email the proof of payment to [isurul@srilanka.travel](mailto:isurul@srilanka.travel) 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
6. The Bidding Documents are not refundable.
7. Late bid will be rejected
8. Bids shall be delivered by registered post, courier, hand or deposited in the Tender Box (can be used any method) at Procurement Division (3<sup>rd</sup> Floor ),Sri Lanka Tourism Promotion Bureau, No. 35, D.R. Wijewardana Mawatha, Colombo 10. Bids will be opened **on 25<sup>th</sup> August 2026 at 2.00 pm** the bid received above addressed in presence of the bidder's representatives who choose to attend in person.
9. The amount of Bid Security shall be Rs 200,000.00 (Refer Annexure A form) The Bid Security shall be valid until 21/ 12 / 2026 ( 119 Days )
10. Calling for bids or cancelation of calling for bids this procurement is carried out at the discretion of the department procurement committee.

Chairman,  
Departmental Procurement Committee,  
Sri Lanka Tourism Promotion Bureau,  
“Lake House Building”  
3<sup>rd</sup> Floor, No.35, D.R Wijewardana Mawatha,  
Colombo 10.

## **Section I.**

### **Instructions to Vendors(ITV)**

**ITV shall be read in conjunction with the section II -Bidding Data Sheet (BDS)**

| <b>A: General</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Scope of Bid</b>                                  | 1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above. |
| <b>B: Contents of Documents</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>2. Contents of Documents</b>                         | 2.1 The documents consist of the Sections indicated below. <ul style="list-style-type: none"><li>• Section I. Instructions to Vendors (ITV)</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Section IV. Technical Specifications &amp; Compliance with Specifications</li><li>• Section V. Quotation submission Form(s)</li></ul>                                                                                                                                      |
| <b>C: Preparation of Quotation</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. Documents Comprising your Quotation</b>           | 3.1 The Quotation shall comprise the following: <ul style="list-style-type: none"><li>(a) Quotation Submission Form and the Price Schedules;</li><li>(b) Technical Specifications &amp; Compliance with Specifications</li></ul>                                                                                                                                                                                                                                                                                  |
| <b>4. Quotation Submission Form and Price Schedules</b> | 4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.<br><br>4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.                         |
| <b>5. Prices and Discounts</b>                          | 5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.<br><br>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.                                                                                                                                                                                                                                                          |

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                       | <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6. Currency                                           | 6.1 The vendors shall quote only in Sri Lanka Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7. Documents to Establish the Conformity of the Goods | <p>7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications &amp; Compliance with Specifications".</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p> |
| 8. Period of Validity of quotation                    | 8.1 Quotations shall remain valid for the period of seventy seven(77) days after the quotation submission deadline date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9. Format and Signing of Quotation                    | 9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>D: Submission and Opening of Quotation</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10. Submission of Quotation                           | <p>10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.</p> <p>10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11. Deadline for Submission of Quotation              | 11.1 Quotation must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12. Late Quotation                                    | 12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13. Opening of Quotations                                                          | <p>13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet.</p> <p>13.2 A representative of the bidders may be present and mark its attendance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| E: Evaluation and Comparison of Quotation                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 14. Clarifications                                                                 | <p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2 The Purchaser's request for clarification and the response shall be in writing.</p>                                                                                                                                                                                                                                                                          |
| 15. Responsiveness of Quotations                                                   | <p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 16. Evaluation of quotation                                                        | <p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> <li>(a) the Price as quoted;</li> <li>(b) price adjustment for correction of arithmetical errors;</li> <li>(a) price adjustment due to discounts offered.</li> </ul> <p>16.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .</p> |
| 17. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations | <p>17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| F: Award of Contract            |                                                                                                                                                                                    |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18. Acceptance of the Quotation | 18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued. |
| 19. Notification of acceptance  | 19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.            |

## Section II: Data Sheet

**The following specific data for the services to be procured shall complement supplement, or amend the provisions in the instruction to bidder (ITV) whenever there is a conflict, the provisions herein shall prevail over those in ITV**

| ITV              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause Reference |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.1              | The Purchaser is:<br>Chairman, Departmental Procurement Committee, Sri Lanka Tourism Promotion Bureau, “Lake House Building” 3 <sup>rd</sup> Floor No 35 D.R Wijewardana Mawatha, Colombo 10.                                                                                                                                                                                                                                                                   |
| 1.1              | Name of the contract: <b>Selecting a Production Company to Create Buddhist Documentary for Sri Lanka Tourism</b><br>Identification No of the Contract: <b>SLTPB/PROC/2026/S/146</b>                                                                                                                                                                                                                                                                             |
| 2.1              | The documents consist of the Sections indicated below. <ul style="list-style-type: none"> <li>• Section I. Instructions to Vendors (ITV)</li> <li>• Section II. Data Sheet</li> <li>• Section III. Schedule of Requirements</li> <li>• Section IV. Quotation submission Form(s)</li> <li>• Section V. Price Schedule</li> <li>• Section VI. Sample Purchase Order/ Letter of acceptance</li> </ul>                                                              |
| 7.3              | Manufacture’s Authorization is not relevant.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.1              | Quotations shall remain valid for the period of seventy seven (77) days after the quotation submission deadline date.                                                                                                                                                                                                                                                                                                                                           |
| 10.1             | Bids shall be submitted in one original and one duplicate. The original and the duplicate should be sealed in two separate envelopes and the two envelopes shall be enclosed in “ <b>Selecting a Production Company to Create Buddhist Documentary for Sri Lanka Tourism</b> ” on the top left-hand corner of the envelope. Both envelopes shall together be enclosed in one envelope and enclosed Contract No and Contract Name on the top left-hand corner.   |
| 11.1             | Address for submission of Quotations is<br><b>Chairman, Minor Procurement Committee, Sri Lanka Tourism Promotion Bureau, “Lake House Building” 3<sup>rd</sup> Floor, No 35 D.R Wijewardana Mawatha, Colombo 10.</b><br><br>Bids shall be submitted by registered post, courier hand or deposited in the Tender Box (Can be used any method) at above address.<br><br><b>Deadline for submission of quotations is at 02.00 pm on 25<sup>th</sup> August 2026</b> |
| 13.1             | The quotations shall be opened at the following address:<br><b>Chairman, Minor Procurement Committee, Sri Lanka Tourism Promotion Bureau, “Lake House Building” 3<sup>rd</sup> Floor, No 35 D.R Wijewardana Mawatha, Colombo 10.</b>                                                                                                                                                                                                                            |

| 14.1 | 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> prior to 04 days of bid bids closing date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                     |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|----|----------|-------|---------------------|----|---------------------------------------------------------------------------------------------------------|----|--|----|------------------------------------------------------------------------------------------------------------------------------------------------|----|--|----|-------------------------------------------------------------|----|--|--|--------------|------------|--|
| 16.  | <p>In addition to 16.1,16.2 &amp; 16.3 following evaluation criteria are considered to the select the bidder.</p> <ul style="list-style-type: none"> <li>• <b>Technical Evaluation (60%)</b></li> <li>• <b>Financial Evaluation (40%)</b></li> </ul> <p>Based on submitted <b>rate card competitiveness</b> , cost efficiency and value for money</p> <table border="1"> <thead> <tr> <th>No</th><th>Criteria</th><th>Marks</th><th>Minimum Requirement</th></tr> </thead> <tbody> <tr> <td>01</td><td>Number of similar work related on travel, tourism and cultural pageants (Providing relevant video link)</td><td>25</td><td></td></tr> <tr> <td>02</td><td>CVs of the core team to be assigned to this assignments with experience and winning awards (CV's of DOP, Video Director and creative Director)</td><td>15</td><td></td></tr> <tr> <td>03</td><td>Visual Scripts and Proposed story board for “Ruwanwalisaya”</td><td>60</td><td></td></tr> <tr> <td></td><td><b>Total</b></td><td><b>100</b></td><td></td></tr> </tbody> </table> <p>Bidder shall score minimum technical score: 60 % to qualify, otherwise bid will be considered as non-responsive.</p> |            |                     | No | Criteria | Marks | Minimum Requirement | 01 | Number of similar work related on travel, tourism and cultural pageants (Providing relevant video link) | 25 |  | 02 | CVs of the core team to be assigned to this assignments with experience and winning awards (CV's of DOP, Video Director and creative Director) | 15 |  | 03 | Visual Scripts and Proposed story board for “Ruwanwalisaya” | 60 |  |  | <b>Total</b> | <b>100</b> |  |
| No   | Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Marks      | Minimum Requirement |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |
| 01   | Number of similar work related on travel, tourism and cultural pageants (Providing relevant video link)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 25         |                     |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |
| 02   | CVs of the core team to be assigned to this assignments with experience and winning awards (CV's of DOP, Video Director and creative Director)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 15         |                     |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |
| 03   | Visual Scripts and Proposed story board for “Ruwanwalisaya”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 60         |                     |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |
|      | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>100</b> |                     |    |          |       |                     |    |                                                                                                         |    |  |    |                                                                                                                                                |    |  |    |                                                             |    |  |  |              |            |  |

## **Section III**

### **Schedule of Requirements**

#### **1. Background**

Sri Lanka Tourism recognized the importance of promoting the Buddhist trail in Sri Lanka and established the digital backbone of the promotions. It was identified that tourists from South East Asia and Far East Asia are more focused on Buddhist temples and Historical places and travelers from Western Europe, Eastern Europe and the USA are attracted to Meditation, Spiritual Practices and learning Buddhism in Sri Lanka.

Under the promotion of the Buddhist tourism Trail, it is uttermost important to showcase the monuments, temples, meditation centers, spiritual places, Buddhist academic intuitions, festivals & cultural pageants etc.

In this context, SLTPB requires to develop a documentary to showcase the Buddhist cultural heritage within the country and also to create a bank of video footage for the production of customized video clips upon the requirement of materials

#### **2. General Objective**

- To create greater awareness of, the “Buddhist Tourism Trail” in Sri Lanka
- Create significant communication material for promotional purposes and also to brief the history of the Buddhist Trail in Sri Lanka
- Elaborate on the importance of the Buddhist Cultural Heritage of Sri Lanka

#### **3. Target Audience**

- Pilgrims
- Travelers who seek mindfulness
- Explores who seek experience about Buddhism and History

#### **4. Deliverables**

The agency has to provide the following for the Video Documentary

- 4.1. Five-minute documentary on Solosmasthana
- 4.2. Fifteen minutes’ documentary covering the Buddhist trail in the whole country
- 4.3. Three-minute edit of the Buddhist trail in the whole country from (4.2)
- 4.4. One Minute Short video for Buddhist Trail from (4.3)
- 4.5. 30 seconds trailer for Buddhist Trail from (4.4)
- 4.6. 90 to 120-seconds video clip for each site (attached)
- 4.7. All the videos mentioned above could be narrated in the English language by an A-grade English narrator
- 4.8. All the videos along with the soundtrack without voiceover
- 4.9. All unedited video rushes
- 4.10. All soundtracks in raw format which could be used for further edits of videos
- 4.11. Minimum of 10 photographs of each location

## 5. Technical Specifications

| No | Item                | Requirement                                                     |
|----|---------------------|-----------------------------------------------------------------|
|    | File Format:        | Uncompressed version and MP4 version of each video deliverables |
|    | Screen Aspect Ratio | 16:9                                                            |
|    | Frame Rate          | Minimum 30 fps                                                  |
|    | Image Resolution    | 24 Megapixel                                                    |

## 6. Drawn Camera

Apart from the ground level filming, drawn filming for all sites to be taken for the production of the documentary by using a professional drawn camera following given technical criteria

## 7. Crew

A Professional Director who has more experience producing programs of travel tourism and cultural pageant conducted by him/her

Most experience Camera crew/other professional staff to be get involved in this production

## 8. Written Script and the Story Board

The Written script and the visual script should be creatively attracted the targeted audience. The legend of each site, the impotence of the attraction to the traveler and the importance in the aspect of tourism should be highlighted in the script it should be considered at the evaluation stage

The final written scripts after selecting respective bidder should be authenticated by Department of Archaeology (4.1, 4.2, 4.6)

For the evaluation process Drafted written scripts and visual Scripts for “Ruwanwalisaya” should be submitted along with the bid proposal and will be considered at the evaluation

## 9. Narrator

The bidder shall propose two experienced narrators whose is voice suitable to attract the target audience

## 10. Bidder Requirement & Competency

The bidder should comply with the following eligibility criteria to be considered for the bidding

- Minimum 05 years of experience in the field of video production.
- Valid Business Registration (BR)

## 11. Role of SLTPB

SLTPB will support the bidder in the following manner.

- Specify the communication and approval process ( Appendix A ). SLTPB will send an instruction note to the Agency upon contracting stating the contact points, authorization & approval points with which the agency is expected to comply with.
- It is the responsibility of the agency to get necessary approvals in a timely manner from the relevant line organizations, and departments to carry out the activity. The agency could present a list of government departments and other organizations from whom such approvals are required. SLTPB will provide necessary endorsements/ recommendations to the relevant line agencies.

## 12. Sites to be covered

| No | Buddhist Attractions                                                | District       |
|----|---------------------------------------------------------------------|----------------|
| 1  | Deegawapi Rajamaha Viharaya                                         | Ampara         |
| 2  | Sri Maha Bodhiya                                                    | Anuradhapuraya |
| 3  | Lovamahapaya                                                        | Anuradhapuraya |
| 4  | Lankaramaya                                                         | Anuradhapuraya |
| 5  | Abhayagiri                                                          | Anuradhapuraya |
| 6  | Jethawanaramaya                                                     | Anuradhapuraya |
| 7  | Mihintale                                                           | Anuradhapuraya |
| 8  | Mirisawetiya                                                        | Anuradhapuraya |
| 9  | Ruwanveliseya                                                       | Anuradhapuraya |
| 10 | Sela Cetiya                                                         | Anuradhapuraya |
| 11 | Thanthirimale Rajamaha Viharaya                                     | Anuradhapuraya |
| 12 | Thuparamaya                                                         | Anuradhapuraya |
| 13 | Dowa Rajamaha Viharaya                                              | Badulla        |
| 14 | Mahiyangana Rajamaha Viharaya                                       | Badulla        |
| 15 | Muthiyangana Rajamaha Viharaya at Badulla                           | Badulla        |
| 16 | Bellanwila Maha Viharaya                                            | Colombo        |
| 17 | Colombo Gangaramaya Temple                                          | Colombo        |
| 18 | Kotte Kingdom Rajamaha Viharya                                      | Colombo        |
| 19 | Mahamewnawa                                                         | Colombo        |
| 20 | Dewanampiyathissa International Samatha Vipassana Meditation Centre | Colombo        |
| 21 | Lanka Vipassana International Meditation Centre                     | Colombo        |
| 22 | Amawathura Meditation Center                                        | Colombo        |
| 23 | Galapatha Raja Maha Viharaya                                        | Galle          |
| 24 | Kelaniya Raja Maha Viharaya                                         | Gampaha        |
| 25 | Sithulpawwa Rajamaha Viharaya                                       | Hambantota     |
| 26 | Tissamaharama Rajamaha Viharaya                                     | Hambanthota    |
| 27 | Dambakolapatuna                                                     | Jaffna         |
| 28 | Nagadeepa Rajamaha Viharaya                                         | Jaffna         |
| 29 | Kande Viharaya                                                      | Kalutara       |
| 30 | Kalutara Bodhiya                                                    | Kalutara       |
| 31 | Rankoth Viharaya                                                    | Kalutara       |
| 32 | Temple of the Tooth Relic(Dalada Maligawa)                          | Kandy          |
| 33 | Degaldoruwa Rajamaha Viharaya                                       | Kandy          |
| 34 | Gadaladeniya Rajamaha Viharaya                                      | Kandy          |
| 35 | Lankathilaka Rajamaha Viharaya                                      | Kandy          |
| 36 | Sambudumaga International Meditation Centre                         | Kandy          |
| 37 | Paramita International Meditation Center                            | Kandy          |
| 38 | Nisala Foundation                                                   | Kandy          |
| 39 | Sanatha Suwaya                                                      | Kandy          |
| 40 | Athkada Rajamaha Viharaya                                           | Kurunegala     |
| 41 | Rambodagala Buddha Statue                                           | Kurunegala     |

|    |                                       |              |
|----|---------------------------------------|--------------|
| 42 | Ridee Viharaya                        | Kurunegala   |
| 43 | Yapahuwa Kingdom of Ancient Sri Lanka | Kurunegala   |
| 44 | Dambadeniya Rajamaha Viharaya         | Kurunegala   |
| 45 | Ridee Viharaya-Meditation Center      | Kurunegala   |
| 46 | Alu Viharaya Temple                   | Matale       |
| 47 | Dambulla Cave Temple                  | Matale       |
| 48 | Pidurangala Rajamaha Vihara           | Matale       |
| 49 | Devinuwara Rajamaha Viharaya          | Matara       |
| 50 | Veherahena Viharaya                   | Matara       |
| 51 | Kataragama Kiri Vehera                | Monaragala   |
| 52 | Avukana Buddha Statue                 | Polonnaruwa  |
| 53 | Alahana Piriwena                      | Polonnaruwa  |
| 54 | Gal Viharaya                          | Polonnaruwa  |
| 55 | Somawathi Chethiya                    | Polonnaruwa  |
| 56 | Sri Pada Mountain                     | Rathnapuraya |
| 57 | Diwaguhawa                            | Rathnapuraya |
| 58 | Saman Devalaya                        | Rathnapuraya |
| 59 | Thiriyaya Girihandu Seya              | Trincomalee  |
| 60 | Seruvila Mangala Raja Maha Viharaya   | Trincomalee  |

### 13. Evaluation Criteria

#### Technical Proposal

The Technical proposal will be evaluated based on the following criteria

| No | Criteria                                                                                                                                       | Marks |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 01 | Number of similar work related on travel, tourism and cultural pageants (Providing relevant video link)                                        | 25    |
| 02 | CVs of the core team to be assigned to this assignments with experience and winning awards (CV's of DOP, Video Director and Creative Director) | 15    |
| 03 | Visual Scripts and Proposed story Board for "Ruwanwalisaya"                                                                                    | 60    |
|    | Total                                                                                                                                          | 100   |

### 14. Financial Proposal

The financial proposal should be forwarded according to the schedules given in this bidding document.(Annexure A) The cost of each item should be covered all costs associated with the development, editing, monitoring, logistics, narrations, scriptwriting, animations, transportation equipment's going to use to shoot the sites

### 15. Weighing of Scores Received in Technical and Financial Proposals

The final score received for each qualifying bidder will be calculated from the individual scores received on the bidder's technical and financial proposals using the following weighting:

| Type of score                                | Weighting |
|----------------------------------------------|-----------|
| Score on the technical proposal (out of 100) | 60 %      |
| Score on the financial proposal (out of 100) | 40 %      |

## **16. Copy Rights**

- Agency must provide exclusive rights to SLTPB for all the content created for the Documentary (videos, images, sound track, and graphics)
- Agency Must provide all the raw video rushes of the film to SLTPB with exclusive rights

## **17. Payment Terms**

### **Option 1**

- The full Payment will be done after completion of the work based on satisfactory report within period of one month, signing the contract prior to the event and submission of the invoice and final event report.

### **Option 2**

- Mobilization advance of 20 % of the contract amount will be paid after signing the agreement, based on submission of an advance payment guarantee. Balance payment of 80 % will be made within one month after successful completion of the delivery
- i) The Payment will be done based on the actually used services only
  - ii) Original invoices should be addressed to the Sri Lanka Tourism Promotion Bureau No 35, D.R Wijewaradana Mawatha , Lake House Building Colombo 10
  - iii) Invoices shall be manually signed and stamped by an authorized signatory. In the case of a system-generated invoice, the invoice must clearly include the statement: “This is a computer-generated invoice issued by the company and is valid without a manual signature.

## Section IV

### Quotation Submission Form

*[The Vendor shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will have accepted.]*

***[The Vendor shall fill in this Form and compulsory to submit signature.]***

Date:

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods *[insert a brief description of the Goods]*;
- (c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure]*;
- (d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Contact Number:

Email:

Dated:

## Section V

### Price Schedule – 01

| S/N                | Description                                                                             | Total Cost LKR |
|--------------------|-----------------------------------------------------------------------------------------|----------------|
| 4.1                | Five Minute documentary on Solomasthana                                                 |                |
| 4.2                | Fifteen-minute (15 minute) documentary covering the Buddhist trail in the whole country |                |
| 4.3                | Three-minute (03 minute) edit of the Buddhist trail in the whole country from (4.2)     |                |
| 4.4                | One Minute (01 minute) Short video for Buddhist Trail from (4.3)                        |                |
| 4.5                | Thirty seconds (30 seconds) trailer for Buddhist Trail from (4.4)                       |                |
| 4.6                | 90 to 120-seconds video clip for each site (Refer No.12 of SOR)                         |                |
| 4.7                | an A-grade English narrator (Refer No.04 - 4.7 SOR) – sound track and narration         |                |
| 4.8                | Ten (10) photographs of each locations (Refer No.04 - 4.11 and No.12 SOR)               |                |
| <b>Total Cost</b>  |                                                                                         |                |
| <b>Taxes</b>       |                                                                                         |                |
| <b>Grand Total</b> |                                                                                         |                |

**VAT Registration No (if VAT applicable).....**

- The VAT portion must be shown separately in the price schedule.
- The supplier registered for the VAT need to submit active VAT certificate for the last quarter
- If Vat not applicable please mention N/A in vat Column of Price schedule
- Other than VAT all other types of taxes (eg: NBT, BTT, etc ) should not be indicated separately and should be indicated in unit price.

**Total Amount in word .....**

## Schedule A –Experience in Similar Assignments

(Qualification and Experience Information of the Bidder )

### Submission Form A1 – Agency Profile

|                                                                       |                      |
|-----------------------------------------------------------------------|----------------------|
| Name of the Agency                                                    |                      |
| Head office address of the Agency                                     |                      |
| Name of the contact person                                            |                      |
| Contact Numbers of the Agency                                         | Office :<br>Mobile : |
| E-mail address of the Agency                                          |                      |
| Number of years in Business                                           |                      |
| Authorized Representative of the Company ( Full name and Designation) |                      |
| Business Registration Number                                          |                      |

### Submission Form A2 –

The production agency should have experience managing projects between 2018 and 2025 (Travel & Tourism and Cultural )

| Period | Client | Description of Works | Value of the Project (LKR) | Name of the International/ local director involved |
|--------|--------|----------------------|----------------------------|----------------------------------------------------|
|        |        |                      |                            |                                                    |
|        |        |                      |                            |                                                    |
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|        |        |                      |                            |                                                    |

Bidders shall attach detailed information for each project mentioned above separately, along with client references, confirmation of the project value, and key production materials developed under those projects.

### Submission Form A3 -

The production agency should have experience in producing international video productions related to the travel ,Tourism and cultural sectors between 2018 and 2025

| Period | Client | Description of the project | Value of the Project (LKR) | Name of the global/ international brand involved |
|--------|--------|----------------------------|----------------------------|--------------------------------------------------|
|        |        |                            |                            |                                                  |
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Bidders shall attach detailed information for each project mentioned above separately, along with client references, confirmation of the project value, and key production materials developed under those projects.

### Schedule C – Key Staff

(Qualification and Experience Information of Bidders Staff)

#### Submission Form C1 –

**Composition of the proposed team for handling the Sri Lanka Tourism Account/ Project.**

| S/N | Position in the team                       | Full name of the member | Educational Qualifications | Professional Qualification | Portfolio reference/ Past work conducted |
|-----|--------------------------------------------|-------------------------|----------------------------|----------------------------|------------------------------------------|
| 1   | Creative Director                          |                         |                            |                            |                                          |
| 2   | Director Of Photography                    |                         |                            |                            |                                          |
| 3   | Narrator – 02 Voice clips of each Narrator |                         |                            |                            |                                          |

The bidder must attach the portfolio of the nominated team , along with verifiable proof of achievements or projects

## Section VI

## Section VIII

### General Conditions of the 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 General 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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| 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.                                                                                                      |
| 2.5 Force Majeure                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.5.1 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.                                                                                                                                                                                                                                              |
| 2.5.2 No Breach of Contract                                                   | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract 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. |
| 2.5.3 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                                                                                                                                                                                                                                                                                            |
| 2.5.4 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.                                                                                                             |
| 2.6 Termination                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.6.1 By the Employer                                                         | The Employer may terminate this Contract, by not less than Fourteen (14) 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 2.6.1 and twenty eight (28) days' in the case of the event referred to in (f):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                               | (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;                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                               | (b) if the Service Provider become insolvent or bankrupt;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                               | (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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                               | (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                               | (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                               | (f) if the Employer, in its sole discretion, decides to terminate this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.6.2 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 2.6.2:</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> |
| 2.6.3 Payment upon Termination                | <p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, 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), (d), (e) of Clause 2.6.1, 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 Financial Bid, 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.                            |

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.3 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                                                                                                                                                                                                                     |
| 3.5 Service Providers' Actions Requiring Employer's Prior Approval                 | <p>The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the Contract Data</p>                                                                                                                                 |
| 3.6 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.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.7 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 3.6 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 |
| 3.8 Liquidated Damages                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.8.1 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.                                                                                                                               |
| 3.8.2 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 Clause 6.5                                                                                                                                                                                                                 |
| 3.9 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<br>(i) committed serious misconduct or have been charged with having committed a criminal action, or<br>(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 accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), 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 E.                                                                                                                                                                                                                                                                                                                                                                                                            |
| <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 E.                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 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 SLTPB, 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 SLTPB shall have instructed. For each Provisional Sum, the SLTPB 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 SLTPB, produce drawings BOQs Estimates Technical specifications, quotations, invoices, vouchers and accounts or receipts in substantiation.</p> |
| <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 | <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <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.    |
| 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, or any other amendments thereof |

## Section VII

### 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                 | <p>The addresses are:<br/> Employer: Sri Lanka Tourism Promotion Bureau<br/> Lake House Building ( DFCC Bank Entrance )<br/> No. 35   D.R. Wijewardhena Mawatha   Colombo 10   Sri Lanka</p> <p>Attention (Contact Person): Managing Director<br/> Tel:0112 900 900_Ext 903<br/> e-mail: <a href="mailto:md@srilanka.travel">md@srilanka.travel</a></p> <p>Service Provider:<br/> Attention (Contact Person):<br/> Tel:<br/> Mobile:<br/> e-mail:</p>                                                                                                                         |
| 1.6                 | <p>The Authorized Representatives is:<br/> For the Employer: <b>Managing Director</b><br/> For the Service Provider:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.1                 | <p>The date on which this Contract shall come into effect is [date]. <b>14 days after the Letter of Acceptance issued</b></p> <p>[ 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.]</p>                                                                                                                                             |
| 2.2                 | <p>The Starting Date for the commencement of Services is : Date of Agreement Execution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.3                 | <p>The Intended Completion Date is 90 days from the date of the Letter of Acceptance</p> <p>In addition to the provision in 2.3 the employer reserves the right to reduce the scope of the contract considering the achievement of overall objective</p>                                                                                                                                                                                                                                                                                                                      |
| 3.3(d)              | <p>The other actions are - Any statement pertaining to Sri Lanka or Sri Lanka Tourism to media or otherwise to be made with the Sri Lanka Mission in the respective country in an emergency situation</p>                                                                                                                                                                                                                                                                                                                                                                     |
| 3.4                 | <p>Reporting Obligations of the Bidder- Schedule of Payments and Reporting Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.5                 | <ul style="list-style-type: none"> <li>• Apart from the provisions in 3.7 the service provider is liable to handover all equipment's or any other assets acquired under the contract to SLTPB</li> <li>• Intellectual property remains vested with SLTPB once the payment is made for the respective material (creative, artwork, video, banners, fliers, autographs, gifs, animations, etc.) developed by the Agency for SLTPB. The agency shall provide the material along with the raw images, raw rushes, written content etc. with a copyright transfer note.</li> </ul> |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | <p>If the agency purchased images or video clips from third parties the copyrights transfer note shall submitted by original owner of the content</p> <ul style="list-style-type: none"> <li>• All copyrights of the aggregated data of the campaign shall be vested with SLTPB. The agency has no right to handover or sell any database, content to another party. Reusing any data collected throughout the campaign will be at the sole discretion of SLTPB.</li> <li>• Accordingly, SLTPB shall be deemed the sole owner of any material produced during the course of the contract</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.6.1 | <p>The liquidated damages rate is 0.1% per day</p> <p>The maximum amount of liquidated damages for the whole contract is 6.0 percent of the final Contract Price.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3.7   | Performance security should be submitted within 14 days after receipt of the Letter of Acceptance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.1   | Appendix C- Key Personnel - Service Provider shall obtain the prior approval of SLTPB for substitution of selected personal at the time of award of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.1   | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3   | Services and facilities provided by the Employer - applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.1   | Description of the Services (Schedule of Requirements (SOR))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.2   | The amount is ..... [Insert amount].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.3   | Appendix C – Key Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.4   | <p>Payments shall be made work completion.</p> <p>(a) Payments will be made in accordance with subject to certification by the Employer, that the services have been rented satisfactorily, pursuant to the performance indicators based on the actual delivery of the pre-agreed deliverables in accordance with the price schedule.</p> <p>(b). Proportionately payment deductions will be applied for the non-performed campaign deliverables</p> <p>© Payment will not be processed for the any on-going activities.</p> <p>Intellectual property remains vested with SLTPB once the payment is made for the respective material (creative, artwork, video, banners, fliers, autographs, gifs, animations, etc.) developed by the Agency for SLTPB. The agency shall provide the material along with the raw images, raw rushes, written content etc. with a copyright Assignment provided as follows:.</p> <p>1. If the agency purchased images or video clips from third parties the universal usage rights shall be submitted with an assignment note obtained from the original owner of the content on behalf of SLTPB to a minimum period of 2 years.</p> <p>2.SLTPB shall be deemed to be the sole owner of any material provided by SLTPB and the Material produced during the course of the contract by the Agency shall intern be Confirmed by a copyright Assignment as the case may be."</p> |

### **Bid Submission Check List**

| <b>S/N</b> | <b>Item</b>                         | <b>Submitted (Yes/ No)</b> |
|------------|-------------------------------------|----------------------------|
| 1          | Bid Submission Forms                |                            |
| 2          | Price Schedule in the given format  |                            |
| 3          | Company Profile in the given format |                            |
| 4          | Business Registration Certificate   |                            |
| 5          | Bid Security                        |                            |
| 6          | Submission forms                    |                            |
| 7          | Script and propose Story Board      |                            |
| 8          | Voice Track of Narrators            |                            |

## Section VII – 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:
  - b. The Conditions of Contract;
  - c. The Contract Data;
  - d. The Form of Bid
  - e. The Priced Activity Schedule
  - f. The Employer’s Requirements
  - g. 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 10% per content, 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]

[Authorised Representative]

For and on behalf of [name of Service Provider]

[Authorised Representative]

## Security forms

### Annexure A

#### Form Bid security (Bank Guarantee )

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature of the Bank

Witness

Seal

[signature, name, and address]

**Annexure B Form:**

**Performance Bank Guarantee (Unconditional)**

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

