



SRI LANKA EXPORT DEVELOPMENT BOARD

PROCUREMENT DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

**PROCUREMENT OF SELECTING A SUITABLE SERVICE PROVIDER FOR
E-MARKETING AND CONTENT ENHANCEMENT OF THE EDB WEB
PORTAL & SOCIAL MEDIA CHANNELS**

INVITATION FOR BIDS No: EDB/PU/NCB/2025/03

July, 2025

Sri Lanka Export Development Board

Invitation for Bids (IFB)

PROCUREMENT OF SELECTING A SUITABLE SERVICE PROVIDER FOR E-MARKETING AND CONTENT ENHANCEMENT OF THE EDB WEB PORTAL & SOCIAL MEDIA CHANNELS

- IFB No: EDB/PU/NCB/2025/03

01. Sri Lanka Export Development Board (SLEDB) which functions under the purview of Ministry of Industry & Entrepreneurship Development, has planned implementation of e-Marketing and content enhancement of the SLEDB Web Portal & Social Media Channels to promote Sri Lankan products & services in the existing, new and emerging international markets.
02. The Chairman, Department Procurement Committee (DPC) on behalf of Sri Lanka Export Development Board (SLEDB) now invites sealed Bids from eligible and qualified Bidders for selection of a suitable service provider for e-Marketing and content enhancement of the SLEDB Web Portal & Social Media Channels.
03. Bidding will be conducted using the National Competitive Bidding (NCB) procedure as defined in Procurement Guidelines of Democratic Socialist Republic of Sri Lanka (GOSL) and is open to all eligible Bidders that meet the qualifications requirements specified in the Procurement Document.
04. Interested eligible Bidders may obtain further information from Assistant Director/ Information Technology Division, Telephone: 011-2305209, Email: lahiru@edb.gov.lk or Assistant Director-Procurement Unit. Level 06, NDB - EDB Tower, No 42, Nawam Mawatha, Colombo 02, Telephone: 011-2300702, email: disna@edb.gov.lk .
05. Procurement document could be downloaded from the SLEDB website under “**Announcements section**” (<https://www.srilankabusiness.com/announcements/>). To consider as an eligible bid, a non-refundable fee of **LKR 1,000.00** should be paid to the bank account details specified in bid document and copy of the payment slip must be attached to the proposal. Proposals submitted without this payment slip will not be considered for evaluation.
06. The original of the bid should enclosed **in cover and top left-hand corner shall be marked as -EDB/PU/NCB/2025/03** bid for “**Selecting a Suitable Service Provider for e-Marketing and Content Enhancement of the EDB Web Portal & Social Media Channels**”. The name and the firm submitting the bid should appear in the cover.
07. The bidders are requested to submit the **sealed technical proposal with a copy and the financial proposal separately**. The envelopes containing the Technical and Financial Proposals shall be placed into an **outer envelope and sealed**. The bidders who failed to adhere these guidelines will not be considered for further evaluation.
08. Bidders are required to quote for “**Selecting Suitable Service Provider for e-Marketing and Content Enhancement of the EDB Web Portal & Social Media Channels**” using the formats described in **Section III - Technical Proposal - Standard Forms**.

09. The financial proposal shall be prepared using the formats provided in **Section III - Financial Proposal - Standard Forms**. Corrections if any shall be made by crossing out, initialling, dating and rewriting.
10. **Price offered shall include all applicable taxes, including any applicable government taxes.** The prices shall also include other associated costs whatsoever if any, and each price must be stated separately. (refer FORM FIN-2, BREAKDOWN OF COSTS).
11. Sealed bids should be put into the Tender Box available at the **Procurement Unit, (Level 6) of the Sri Lanka Export Development Board** or by registered post addressed to **Chairman-Department Procurement Committee, Procurement Unit, 06th Floor, Sri Lanka Export Development Board, No 42, Nawam Mawatha, Colombo 02.** SLEDB by making the payment specified before 02.00pm on 24th July 2025. Late bids will be rejected. All bids must be accompanied by a bid security in the form of a Bank Guarantee using the format given in the Procurement Document in the amount of Sri Lankan Rupees **Seventy Thousand (LKR 70,000/=)**. Bid Security remain valid for a period of 28 days beyond the validity period of the bids (77+28 days).
12. Bids shall be valid for a period of 77 days from the date of deadline for submission of the Bids.
13. Technical Proposals will be closed at **02.00pm on 24th July 2025** opened at **2.30pm on same day**, in the presence of Bidders or their authorized representatives who choose to attend in person at the office of SLEDB at the address given in paragraph (4) above.
14. SLEDB will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chairman / Chief Executive Officer
Sri Lanka Export Development Board
NDB - EDB Tower,
No. 42, Nawam Mawatha,
Colombo 02.
July 08 2025

SECTION I

Instructions to Bidders

A. General

1. Scope of Bid

- 1.1. The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding (NCB) Contract is provided in the BDS.
- 1.2. The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS

2. Source of Funds

- 2.1. Payments under this contract will be financed by the source specified in the BDS.

3. Corrupt or Fraudulent Practices

- 3.1. The attention of the bidders is drawn to the followings:
 - a) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official
- 3.2. The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- c) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, non-competitive levels; and
- d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3. If the Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question

4. Eligible Bidders

4.1. All bidders shall possess legal rights to supply the Services under this contract

4.2. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents;

4.3. A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.

5. Qualification of the Bidder

5.1. All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary

5.2. All bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) total monetary value of Services performed for each of the last three years;
- c) experience in Services of a similar nature and size for each of the last seven years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- d) list of major technologies proposed to carry out the Contract;
- e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- h) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

5.3. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- b) the Bid shall be signed so as to be legally binding on all partners;
- c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and

establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- f) experience in Services of a similar nature and size mentioned in 5.2 should be carried out by the partner in charge.

5.4. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- a) The applicant must be a company having a valid business registration in Sri Lanka.
- b) A minimum of 12 years of experience in providing digital marketing solutions, including at least 6 years of international project experience. (Supporting documentation must include details of past projects and measurable results or success indicators.)
- c) The company must have a qualified appropriate technical staff (web content writer, graphic designer, web marketing strategist having international exposure, social media expert etc.) to implement the on-line marketing campaign. CVs of the technical staff should be submitted for evaluation

5.5. A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

5.6. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (c); however, for a joint venture to qualify the partner in charge must meet at least 75 percent of those minimum criteria for an individual Bidder and other partners at least 40 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid

6. One Bid per Bidder

6.1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified

7. Cost of Bidding

7.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

8.1. The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense

B. Bidding Documents

9. Content of Bidding Documents

9.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I Instructions to Bidders

Section II Bidding Data Sheet

Section III Bidding Forms

Section IV Description of Services (SOR)

Section V General Conditions of Contract

Section VI Special Conditions of Contract

9.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. All Relevant Sections should be completed and returned with the Bid in the number of copies specified in the BDS:

10. Clarification of Bidding Documents

10.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source

11. Amendment of Bidding Documents

11.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.

11.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.

11.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English.

13. Documents Comprising the Bid

13.1. The Bid submitted by the Bidder shall comprise the following:

- a) The Form of Bid (in the format indicated in Section III);
- b) Bid Security;
- c) Priced Activity Schedule;
- d) Information Form and Documents;

and any other materials required to be completed and submitted by bidders, **as specified in the BDS.**

14. Bid Prices

14.1. The Contract shall be for the Services, as described in this document Section V, Description of Services (SOR) to the contract and in the Specifications

14.2. The Bidder shall fill in rates and prices for all items of the Services described in the Section III, [FIN 2, FIN 3] based on

the Description of Services (SOR), Section V, submitted by the Bidder.

14.3. The Bidder shall fill in rates and prices for all items of the Services described in the Schedule of Requirement, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Section III, [FIN 2, FIN 3].

14.4. The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. **However, VAT & applicable Government Taxes shall not be included in the price but shall be indicated separately.**

14.5. The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

14.6. For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder

15. Currencies of Bid and Payment

15.1. The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

16. Bid Validity

16.1. Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.

16.2. In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

17. Bid Security

17.1. The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.

17.2. The Bid Security shall be in the amount specified in the **BDS** and denominated in Sri Lankan Rupees, and shall:

- a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- b) be issued by any commercial bank licensed by the Central Bank of Sri Lanka.
- c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
- d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- e) be submitted in its original form; copies will not be accepted;
- f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3. If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 34;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 35

17.6. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid.

18. Alternative Proposals by Bidders

18.1. Unless otherwise indicated in the **BDS**, alternative bids shall not be considered.

19. Format and Signing of Bid

- 19.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail
- 19.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 19.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1. The Bidder shall seal the Financial Proposal, original of the technical proposal and all copies of the Bid in three inner envelopes and one outer envelope, duly marking the inner envelopes as “Financial Proposal”, “technical proposal - Original” and “technical proposal - Copies”.
- 20.2. The inner and outer envelopes shall
- a) be the name and addressed to the Employer at the name and address **provided in the BDS;**
 - b) **bear the name and identification number of the Contract as defined in the BDS** and Special Conditions of Contract;
- 20.3. In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**21. Deadline for
Submission of Bids**

21.1. Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1. The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23. Modification and
Withdrawal of Bids**

23.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.

23.3. No Bid may be modified after the deadline for submission of Bids.

23.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1. The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.

24.2. Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal

has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3. The bidders' names, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2. If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific short-comings. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1. To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices, and other information that the Employer may require. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2. Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1. Prior to the detailed evaluation of bids, the Employer will determine whether each Bid meets the eligibility criteria defined in ITB Clause 4; has been properly signed; is accompanied by the required securities; and is substantially responsive to the requirements of the bidding documents.

27.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Services; which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder,

shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB

29. Currency for Bid Evaluation

29.1. Sri Lankan Rupees (LKR).

30. Evaluation and Comparison of Bids

30.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27

30.2. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) making any correction for errors pursuant to ITB Clause 28;
- b) excluding provisional sums and the provision, if any, for contingencies in the, Section V;
- c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1. Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria

32.1. The contract will be awarded to the bidder whose proposal is determined to be the **most responsive and advantageous**, taking into consideration the following factors:

- Compliance with the Schedule of Requirement and scope of work
- Demonstrated qualifications, past experience, and technical capacity
- Quality of the proposed methodology and work plan
- Proposed timeline and resource allocation
- Cost-effectiveness of the proposal

The Employer reserves the right not to award the contract solely based on the lowest financial offer, but instead to select the bidder who provides the best overall value and assurance of successful delivery, as determined through technical and financial evaluations.

**33. Employer's Right to
Accept any Bid and to
Reject any or all Bids**

33.1. Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**34. Notification of Award
and Signing of
Agreement**

34.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

34.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

34.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

35. Performance Security

35.1. Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 17.4. Refer BDS.

35.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next qualified Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

36. Advance Payment and Security

36.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

37. Adjudicator

37.1. The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Sri Lanka Export Development Board (SLEDB)</p> <p>The name and identification number of the Contract is;</p> <p>PROCUREMENT OF SELECTING A SUITABLE SERVICE PROVIDER FOR E-MARKETING AND CONTENT ENHANCEMENT OF THE EDB WEB PORTAL & SOCIAL MEDIA CHANNELS</p> <p>IFB No: EDB/PU/NCB/2025/03</p> <p>Address: Sri Lanka Export Development Board Level 06, NDB — EDB Tower, No.42, Nawam Mawatha, Colombo 02</p> <p>Contact person: Assistant Director/ Information Technology Division, Telephone: 011-2305209, ext. 302, Email: lahiru@edb.gov.lk or Assistant Director, Procurement Unit Email: disna@edb.gov.lk Tele: 011-2300702, 011-2300705-11 ext. 365</p> <p>Bidders are required to bid for the total requirement of services as given in description of services in the Procurement documents. Bids for partial requirements shall be treated as non-responsive and shall be rejected.</p>
1.2	<p>The Intended Completion Date is:</p> <p>Proposed date for commencement of services: 01st September 2025</p> <p>The services shall be completed within twenty-four (24) months from the Starting Date for the Commencement of Services</p>
2.1	The source of funding for this project is: Government of Sri Lanka (GOSL)
B. Bidding Data	
9.2 and 19.1	<p>The number of copies of the Bid to be completed and submitted shall be</p> <ol style="list-style-type: none"> 1. One sealed technical proposal 2. One Copy sealed technical proposal 3. One sealed financial Proposals. <p>All above mentioned proposals shall be placed into an outer envelope and sealed</p>
10.1	<p>A pre-bid meeting shall be held on 16th July 2025 at 10.00am via physical or Virtual.</p> <p>The Client's representative is: Assistant Director-Procurement, BEC members</p> <p>If you would like to participate in this pre-bid meeting, please send an email request to the below email address requesting the physical or virtual meeting.</p>

	<p>Procurement Unit</p> <p>Contact Person: Assistant Director - Procurement</p> <p>Address: Sri Lanka Export Development Board Level 06, NDB — EDB Tower, No: 42, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>Telephone: 0112300702 Fax: 0112300728 E-mail: disna@edb.gov.lk</p>
10.2	<p>Non-Refundable Payment</p> <p>Account Details for Non-Refundable Payment are as follows;</p> <p>A non-refundable payment of Rs. 1,000/- Name: Sri Lanka Export Development Board. Account No: 306605 Bank: Bank of Ceylon Branch: Lake View Branch</p> <p>Please attach the copy of the original non-refundable payment slip or receipt with Proposal. If not, your proposal will not be considered for the evaluation.</p>
C. Preparation of Bids	
12.1	Language of the bid: English
13.1 (e)	Alternative offers and options are not allowed
14.4	The Contract shall not be subject to price adjustment.
16.1	The period of Bid validity shall be 77 (Seventy-seven) days after the deadline for Bid submission specified.
17.1	The Bidder should submit a Bid Security of LKR 70,000.00 (Sri Lankan rupees seventy thousand) as a bank guarantee. The Bidder shall provide: Bid Security in the form of a Bank Guarantee (as per the format given in the Bidding Document) Bid Security shall be issued in favour of; Chairman-Department Procurement Committee, Sri Lanka Export Development Board (SLEDB), NDB - EDB Tower, No: 42, Nawam Mawatha, Colombo 02, Sri Lanka.
18.1	Alternative bids are not permitted.
D. Submission of Bids	
20.2 (a) (b)	<p>The Employer's address for the purpose of Bid submission is</p> <p>Chairman-Department Procurement Committee, Level 06, Procurement Unit, Sri Lanka Export Development Board (SLEDB), NDB - EDB Tower, No: 42, Nawam Mawatha, Colombo 02, Sri Lanka.</p>

20.2 (c)	<p>Name and identification number:</p> <p>Name of Contract: “PROCUREMENT OF SELECTING A SUITABLE SERVICE PROVIDER FOR E-MARKETING AND CONTENT ENHANCEMENT OF THE EDB WEB PORTAL & SOCIAL MEDIA CHANNELS”</p> <p>Contract No: EDB/PU/NCB/2025/03</p>
21.1	<p>The deadline for submission of bids shall be:</p> <p>Time: on or before 14:00 hrs (2.00 p.m.) Date: July 24th, 2025.</p> <p><i>“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day”</i></p>
E. Bid Opening and Evaluation	
24.1	<p>Bids will be opened at 2.30 p.m. on the same day at the following address:</p> <p>Sri Lanka Export Development Board (SLEDB), Level 06, Procurement Unit, No. 42, Nawam Mawatha, Colombo 02, Sri Lanka.</p>
F. Award of Contract	
35.0	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be 10% of the total contract price. Which shall be valid for 30 days beyond the completion date of services under the contract. Performance security shall be submitted within 07 working days of the date of notification of award from the employer.</p>
G. Methods & Condition of payment	
	<p>Payments for the services rendered shall be made on a reimbursement basis, upon submission of detailed invoices at the end of each month. The invoices shall clearly outline all activities completed during the respective period</p>

Section III. Bidding Forms

[Comments in brackets [] provide guidance to the service provider for the preparation of their Technical Proposals; they should not appear on the Technical Proposalsto be submitted.]

1. Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form
- TECH-2 Bidder's Organization and Experience
 - A Bidder Organization
 - B Bidder Experience
- TECH-3 Comments or Suggestions on the Terms of Reference
 - A On the Terms of Reference
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

2. Financial Proposal - Standard Forms

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity

3. Evaluation Criteria

4. Letter of Acceptance

5. Bid Security (Bank Guarantee)

TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

Chairman-Department Procurement committee, Procurement Unit,
06th Floor, Sri Lanka Export Development Board (SLEDB),
No. 42, Nawam Mawatha,
Colombo 02,
Sri Lanka.

Dear Sir:

We, the undersigned, offer to selection of a Service Provider to **‘Selecting a Suitable Service Provider for e-Marketing and Content Enhancement of the EDB Web Portal & Social Media Channels’** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 1.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Organization: _____

Address: _____

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Bidder's Organization

*[Provide here a brief (**two pages**) description of the background, high level financial profile and organization of your firm/entity and each associate for this assignment. Annex **Company Profile** align to the Pre-Qualifications/Job Requirements of SOR 5.0, Certified Copy of the business registration, Audited Financial reports for the years 2021/2022, 2022/2023 & 2023/2024]*

B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. **Minimum of 3 similar in operation Projects for (website development/content enhancement and maintenance) and 5 similar e-marketing projects within last 7 years]***

Name of the Firm			
Name and address of Client:			
Name of the contact person of the client, designation and contact details:			
Is the client contactable owing to confidentiality clauses? (Yes/ No)			
Assignment name: (provide the URL if the assignment is a public web portal:)			
Approx. value of the contract: (in current US\$ or LKR):		Duration of assignment (months):	
No of professional staff-months provided by you:		Total No of staff-months of the assignment:	
Start date (month/year):		Completion date (month/year):	
Name of associated sub contractors, if any:			
Names of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager, Business Analyst/s):			
Narrative description of Project:			
<p><u>Web Site development /Content Enhancement & Maintenance</u> <i>[Minimum of 3 similar in operation Projects for (development and maintenance) within last 7 years]</i></p> <p><i>I. Explain the past project experience of similar nature that are coming under open source website development/ Content Enhancement & maintenance based on below categories)</i></p> <ul style="list-style-type: none"> <i>a. Content Management System (CMS)</i> <i>b. Trilingual Capability and Unicode compliance</i> <i>c. Responsiveness (mobile friendly)</i> <i>d. Shopping Cart</i> <i>e. Payment Gateway</i> <i>f. Trade Directory management</i> <i>g. Social Media integration</i> 			

<p>II. <i>Explain the strategies which you have followed to improve the performance of the developed websites</i></p> <p>III. <i>Must Elaborate the experience in Search Engine Optimization (SEO) with best practices used (with proof google analytics)</i></p> <p>IV. <i>Must Elaborate the experience in Content creation with best practices used as per international accepted standards.</i></p> <p>V. <i>Explain the approaches followed for website support and maintenance while adhering to service level agreements</i></p> <p><u>e-Marketing</u> <i>[Minimum of 5 similar in operation Projects for (e-Marketing) within last 7 years]</i></p> <p>I. <i>Detailed Description of the Project</i></p> <p style="margin-left: 40px;">a. <i>indicate the domain</i></p> <p style="margin-left: 40px;">b. <i>scope</i></p> <p style="margin-left: 40px;">c. <i>areas covered</i></p> <p style="margin-left: 40px;">d. <i>achievements</i></p> <p>II. <i>Detailed Description of the Actual Services Provided by your Firm [attached proof of reliable reports in performance & SEO]</i></p> <p style="margin-left: 40px;">a. <i>e-marketing strategies</i></p> <p style="margin-left: 40px;">b. <i>e-marketing performance reports</i></p> <p style="margin-left: 40px;">c. <i>SEO reports,</i></p> <p style="margin-left: 40px;">d. <i>Digital marketing reports</i></p> <p><i>Other specify</i></p> <p>Description of actual services provided by your staff within the assignment:</p>
--

(Please submit supporting documents wherever possible)]

A - On the Schedule of Requirement

[Present and justify here any modifications or improvement to the Schedule of Requirement you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. (Use maximum of 03 pages)]

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal as per Schedule of Requirement document (maximum 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

Work Plan (Content Enhancement)

Technical approach & Methodology (Development/Content Enhancement)

Work Plan (e-Marketing)

Technical approach & Methodology (e-Marketing)

Organization and Staffing (Development & e-Marketing)

a)	<p><u>Work Plan. (Development)</u></p> <p><i>In this chapter you should propose the main Development/Content Enhancement activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the SOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of TECH-8.</i></p> <p><i>[Use FORM TECH-8 provide separate sheets for Content Enhancement & e-Marketing]</i></p>				
b)	<p><u>Technical Approach and Methodology: (Development Content Enhancement)</u></p> <table border="1"> <tr> <td data-bbox="236 1178 288 1223">b.1</td> <td data-bbox="293 1178 1361 1379"><i>In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also list the potential standards, protocols & specifications you may adopt and highlight the compatibility of these with the proposed architecture.</i></td> </tr> <tr> <td data-bbox="236 1386 288 1431">b.2</td> <td data-bbox="293 1386 1361 1518"><i>In order to illustrate the feasibility of your proposed approach & methodology please provide detail description as per the section 4.0 of the SOR. Also you should submit supporting documents wherever possible.</i></td> </tr> </table>	b.1	<i>In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also list the potential standards, protocols & specifications you may adopt and highlight the compatibility of these with the proposed architecture.</i>	b.2	<i>In order to illustrate the feasibility of your proposed approach & methodology please provide detail description as per the section 4.0 of the SOR. Also you should submit supporting documents wherever possible.</i>
b.1	<i>In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also list the potential standards, protocols & specifications you may adopt and highlight the compatibility of these with the proposed architecture.</i>				
b.2	<i>In order to illustrate the feasibility of your proposed approach & methodology please provide detail description as per the section 4.0 of the SOR. Also you should submit supporting documents wherever possible.</i>				
c)	<p><u>Work Plan. (e-Marketing)</u></p> <p><i>In this chapter you should propose the main e-Marketing activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the SOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of TECH-8.</i></p> <p><i>[Use FORM TECH-8 provide separate sheets for Development/ Content Enhancement & e-Marketing]</i></p>				

d)	<u>Technical Approach and Methodology: (e-Marketing)</u>	
	d.1	<i>In this chapter you should explain your technical understanding of the objectives of the assignment. You should highlight the problems being addressed and their importance, and explain the e-Marketing technical approach you would adopt to address them. You should also list the potential standards, protocols & specifications you may adopt and highlight the compatibility of these with the proposed architecture.</i>
	d.2	<i>In order to illustrate the feasibility of your proposed approach & methodology please provide detail description as per the section 4.0 of the SOR. Also you should submit supporting documents wherever possible.</i>
e)	<u>Organization and Staffing. (Development /Content Enhancement & e-Marketing)</u> <i>In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.</i> [Use FORM TECH-5 & 7 provide separate sheets for Development & e-Marketing]	

**** Development/ Content Enhancement – new page /sector creation/ existing content (image, video, text) improvements, etc.**

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Experience in the specific role:** [*List the projects*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held,.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Qualification of the Consultant</p> <p><i>[Refer Section 4 of SOR, List qualifications to meet the minimum requirement or preferably more]</i></p>	<p>12. Work Undertaken that Best Illustrates the Qualification</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project:</p> <p>Client:</p> <p>Duration:</p> <p>Location</p> <p>Brief description of the projects:</p> <p>Positions held:</p> <p>Technologies used:</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home] [Field]															
2																	
n																	
										Subtotal							
Local																	
1		[Home] [Field]															
2																	
n																	
										Subtotal							
										Total							

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.:clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FINANCIAL PROPOSAL - STANDARD FORMS

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

Chairman-Department Procurement Committee
Sri Lanka Export Development Board
No. 42 Nawam Mawatha,
Colombo 02,
Sri Lanka.

Dear Sir,

We, the undersigned, offer to implement the ‘**Procuring a service provider for e-Marketing and revamp of EDB Web Portal- www.srilankabusiness.com (TPP).**’ in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures and currencies¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Firm: _____

Address:_____

FORM FIN-2 SUMMARY OF COSTS

[Provide a detailed cost breakdown for the proposed project, covering all expenses over the 02-year period]

Cost Component	Unit (1)	No of units (2)	Unit Cost (LKR) (Excluding VAT & any applicable govt. taxes) (3)	Total cost (LKR) (Excluding VAT & any applicable govt. taxes) (4) (4)=(2)x(3)	Total Cost (LKR) (Including VAT & any applicable govt. taxes) (5) (5) = (4) + VAT & govt. Taxes
I. Website Enhancement Cost	Months	24			
II. e-Marketing Cost	Months	24			
III. Any other [specify each item separately]					
Total Amount					

- 1 Indicate the total costs, net of local taxes, to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____
Cost component	Costs- excluding VAT & any applicable govt. taxes
any applicable govt. taxes	
Other Expenses ⁵	
Subtotal	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

3. EVALUATION CRITERIA

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

No	Criteria	Points
(i)	Specific experience of the consultant firm relevant to the assignment a) Development/Content Enhancement & Maintenance 08 b) e-Marketing 12	20 (Min. 15)
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference and time frame a) Work Plan (Content Enhancement & Maintenance) 05 b) Technical approach & Methodology (/Content Enhancement & Maintenance) 15 c) <i>Work Plan</i> (e-Marketing) 05 d) Technical approach & Methodology (e-Marketing) 25	50 (Min. 35)
(iii)	Key professional staff qualifications, skills and experience relevant to the assignment Development/ Content Enhancement Support & Maintenance & e-Marketing Team a) Project Manager (mandatory) 5 b) Software Engineer 2 c) Digital media marketing Strategist (mandatory) 3 c) Web Developer (mandatory) 2 d) UI/UX Engineer (mandatory) 4 e) QA Engineers 1 f) SEO Specialist (mandatory) 4 g) Content Writers (mandatory) 4	25 (Min. 20)
(iv)	Demonstrated financial capacity to undertake the project using own funds, in alignment with the assignment's fund disbursement mechanism, supported by audited financial statements for the past 03 (three) years	05 (Min. 05)
	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub criteria and relevant percentage weights; I General Qualifications 30 % II Adequacy for the assignment 70 % Total weight 100%	
	Total	100

The minimum technical score required to pass is: 75

4. Letter of Acceptance

[Letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____.

Name and Title of Signatory: _____.

Name of Bidder: _____.

Address: _____.

5. Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]

Beneficiary:

Date: _

BID SECURITY (BANK GUARANTEE) No.: _

We have been informed that (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

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

- a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.....

÷
[signature(s)]

SECTION: IV

DESCRIPTION OF SERVICES

SRI LANKA EXPORT DEVELOPMENT BOARD

SCHEDULE OF REQUIREMENT (SOR)

Selecting a Service Provider for e-Marketing and Content Enhancement of the EDB Web Portal (www.srilankabusiness.com) & Official Social Media Channels

1. BACKGROUND

The Sri Lanka Export Development Board (SLEDB) is the apex state organization responsible for the development & promotion of exports from Sri Lanka. The EDB's official web portal (www.srilankabusiness.com) serves as a comprehensive platform designed with the primary goal of promoting Sri Lankan products and services in international markets.

The portal is tailored to meet the needs of key stakeholders, including both prospective and current foreign companies interested in purchasing Sri Lankan goods and services, as well as prospective or current Sri Lankan exporting companies. It effectively communicates the range of services and support the EDB offers to these diverse groups within the export sector

The EDB web portal currently provides comprehensive information on 29 key product sectors and 9 service sectors from Sri Lanka. In addition to this, the portal offers valuable resources such as Trade Statistics, Market Profiles, Export Performance Reports, Industry Insights, Trade Policies and Agreements, and Market Access Information, among others. These resources are designed to support both potential and current exporters by offering essential data to help them navigate international markets and make informed business decisions.

One of the standout features of the EDB web portal is the Online Directory of Sri Lankan Exporters, which facilitates B2B matchmaking. The portal also offers the eMARKETPLACE, an e-service designed to promote B2C transactions, allowing global consumers to access and purchase Sri Lankan products and services online.

In addition, the portal integrates seven (07) official social media accounts and a blog, providing a dynamic space to showcase and promote Sri Lankan exports, fostering greater engagement and visibility for Sri Lankan businesses in the global marketplace.

Between 2014 and 2024, the EDB web portal benefited from a series of successful e-marketing campaigns utilizing diverse strategies, including Search Engine Optimization (SEO), digital advertising, international directory submissions, news and article publishing, email campaigns, and social media promotions. Building on the success of these initiatives, the EDB now plans to launch a more advanced e-marketing campaign

with content enhancement aimed at further enhancing the portal's reach and impact. This upcoming campaign will leverage the latest web technologies, enabling Sri Lankan exporters to promote their products more effectively through the EDB web portal.

To achieve this, the Sri Lanka Export Development Board seeks to engage a qualified and experienced Sri Lankan Digital Marketing Solution Service Provider. The provider will be tasked with enhancing the content on the EDB web portal and developing a comprehensive strategy for a well-structured digital marketing campaign. The strategy will respond to emerging trends such as advanced content marketing (including niche-specific content), conversion rate optimization (focused on landing page optimization), remarketing/retargeting campaigns, voice search optimization, mobile marketing, geo-targeted campaigns, data analytics, predictive marketing, social commerce, and AI-driven ad targeting.

The digital marketing efforts will encompass a broad range of activities, including SEO, social media marketing, email marketing, blog creation, B2B/B2C promotion, and various forms of advertising (e.g., Pay Per Click, Paid Directory Submissions, Banner Ads). Additionally, the campaign will involve the development of slogans, news and articles, PR campaigns, and promotional materials in foreign languages, all designed to raise awareness and generate demand through targeted lead-generation campaigns aimed at international audiences. Simultaneously, the campaign will inform local audiences about the purpose and utility of the EDB web portal and how it can assist them in developing and growing their businesses.

1.0 OBJECTIVES

- 1.1 EDB web portal to “curate” the user journey to present the user with information on product and services, exporters, buyers, information and subjects of interest in response to international best practice and search parameters.
- 1.2 To promote EDB web portal internationally as a gateway to obtain information on Sri Lankan export products & services.
- 1.3 Enhance reputation of EDB brand (International and local) & Sri Lankan Products/Services brands (Internationally).
- 1.4 To promote Sri Lankan products & services in the existing, new and emerging international markets.
- 1.5 Provide an opportunity for the Sri Lankan Exporters to promote their products to the target buyers in the international market.
- 1.6 Increase exports by facilitating B2B/ B2C contacts (facilitate the searching for and identification of possible Sri Lankan trading partners by foreign buyers via a range of key parameters) through the EDB web portal.
- 1.7 Promote Sri Lankan presence at local & international trade events.
- 1.8 Sustain and upsurge the eMarketing performance achieved so far for EDB’s web portal www.srilankabusiness.com & Social Media Channels.

3.0 SCOPE OF WORK

3.1 Specification

- 3.1.1 The services of a Sri Lankan company having relevant qualification and experience to be obtained for two years, for content enhancement & e-marketing of the EDB web portal www.srilankabusiness.com and official Social Media Channels.
- 3.1.2 The Service Provider shall study the functions and services provided by EDB and the objectives of EDB web portal and official Social Media Channels to understand the scope and key stakeholders.
- 3.1.3 The Service Provider is required to work collaboratively with the EDB Team to obtain Content Information to be published in website and official Social Media Channels.
- 3.1.4 Independent related content writing can be done by the service provider subject to the approval by EDB would be highly added advantage for service provider.
- 3.1.5 All consultants of the Service Provider may be required to sign a Non-Disclosure Agreement (NDA) at the discretion of EDB. No confidential information should be disclosed to any third party.
- 3.1.6 The Service Provider shall provide soft copies of all source code, databases, Content management tools, graphics, specification and design documents and any other related documents to EDB.
- 3.1.7 The intellectual property rights relating to the graphics, photos, text, artwork, design, sound recordings software database and any other components developed for this project by the Service Provider shall be the property of EDB in its entirety.
- 3.1.8 The Service Provider will be required to provide services to agreed service levels as defined in a Service Level Agreement (SLA) (see Service Level Agreement below – [ANNEX –A]).
- 3.1.9 EDB may extend the Content enhancement, maintenance & e-marketing period by signing an addendum between EDB and the Service Provider at the discretion of EDB and subject to additional payment.

3.2 Content Enhancement (Development & Software Support for existing technologies)

- 3.2.1 The Service Provider needs to use the existing technologies to do the design changes, content enhancement to EDB web portal to a common standard and style to ensure maximum user-friendliness adhering to international and government web standards to reflect and preserve the image of EDB.
- 3.2.2 The Service Provider will obtain formal approval of the specification by EDB prior to the commencement of development. It's anticipated that all issues and questions relating to the specification will be resolved within 2 calendar weeks of the submission of the specification.

- 3.2.3 The Service Provider will facilitate and support the testing and acceptance of changes to EDB web portal by EDB in advance of its acceptance by EDB. It is anticipated that such testing will take place within 2 calendar weeks of submission of the completed development to EDB.
- 3.2.4 The Service Provider shall implement all necessary security measures and adhere to the measures proposed by the Sri Lanka Emergency Response team (SLCERT) for ensuring the security of websites and obtain certificate from SLCERT. EDB web portal should be immune to exploitations not limited to SQL injection, cross-site scripting (XSS). Session/J back guard) URL poisoning etc.
- 3.2.5 The Service Provider shall fix without charge any bugs or issues relating to non-compliance to the specification, or other issues materially affecting the impact of the software during a period of 24 months from the changes to the web portal. This includes all types of corrective action (bug fixing, security patches etc). If EDB identifies any error or failure of web portal the Service Provider will guarantee response in accordance with a Service Level Agreement to be agreed between both parties.
- 3.2.6 If any 3rd party components, add-ons or services used in the software they must be licensed to EDB and should not have any annual subscription fees incorporated (initial cost will be borne by the Service Provider).
- 3.2.7 The Service Provider shall provide soft copies of all source code, databases, Content management tools, graphics, specification and design documents and any other related documents to EDB. (The service provider shall deploy the handed-over source code in a fresh environment, in the presence of a committee appointed by the EDB.)
- 3.2.8 If any proprietary software components belonging to the Service Provider are utilized, they will be licensed to EDB for perpetual use. The Service Provider shall make arrangements to make available the source code to EDB in the event of either bankruptcy or merger of the Service Provider.
- 3.2.9 All necessary passwords and credentials will be passed to EDB by the Service Provider before the completion of the development.
- 3.2.10 The Service Provider will propose a suitable Management, Development and Quality Assurance methodologies in their proposal.
- 3.2.11 EDB may extend the Content enhancement, maintenance period by signing an addendum between EDB and the Service Provider at the discretion of EDB and subject to additional payment.

3.3 Content Enhancement (Content writing, media [graphic, animation, video] creation)

- 3.3.1 The Service Provider shall deliver content creation services, including but not limited to written content, graphics, animations, and videos, to support the promotion and communication needs of the EDB. Content must align with EDB's branding, tone, and communication strategy.

- 3.3.2 The Service Provider will provide written content for the EDB's web portal, blogs, newsletters, social media platforms, and promotional materials. All content must be approved by EDB prior to publication. AI-generated content should not exceed 15% and must be reviewed and refined by a human before submission.
- 3.3.3 All media content (graphics, animations, videos) created by the Service Provider must be of high quality, original, and relevant to the objectives of the EDB. Content should be optimized for web use and various device formats.
- 3.3.4 The Service Provider shall submit concept drafts and storyboards (for animations and videos) for EDB's review and approval before production begins. Final outputs will only be accepted upon formal written approval by EDB.
- 3.3.5 All content must adhere to relevant government regulations, international accessibility standards (e.g., WCAG), and EDB's brand guidelines.
- 3.3.6 The Service Provider shall revise content based on EDB's feedback and ensure timely delivery within agreed deadlines.
- 3.3.7 The Service Provider will ensure that all media files are properly formatted, compressed without significant quality loss, and delivered in editable and final formats, as requested by EDB.
- 3.3.8 Any third-party assets (e.g., stock images, music, video footage) used must be appropriately licensed for commercial use and free of ongoing royalty or subscription obligations. Proof of licensing must be provided to EDB.
- 3.3.9 The Service Provider shall provide EDB with full ownership rights to all original content developed under this contract, including source files, working files, and project documents.
- 3.3.10 In the event of any legal claims arising from content developed (e.g., copyright infringement), the Service Provider shall bear full responsibility and indemnify EDB from any liabilities.
- 3.3.11 The Service Provider will propose a clear process for content review, quality assurance, and project management in their proposal.
- 3.3.12 EDB may extend the content enhancement and media support period by signing an addendum with the Service Provider, subject to additional payment and mutual agreement.

3.4 e-Marketing

- 3.4.1 The EDB web portal & official Social Media Channels to be promoted internationally as a whole irrespective of product/service sectors.
- 3.4.2 The Service Provider will undertake Search Engine Optimisation (SEO) activities to ensure optimum internet search results and submit a report monthly.
- 3.4.3 The Service Provider shall submit a report at the end of each month (within 7 days of the end of the month) to EDB detailing not limited to:
 - 3.4.3.1 Number of Visitors – Location based

- 3.4.3.2 Number of hits to all pages and files
- 3.4.3.3 Number of downloads (if any)
- 3.4.3.4 Isolated, static, missing or incomplete pages
- 3.4.3.5 Social media no of Posts, Impressions, Likes, Reach, Followers, etc.
- 3.4.3.6 PR reports
- 3.4.3.7 Blog reports
- 3.4.3.8 Email campaign reports
- 3.4.4 In relation to the individual product & service promotions, the scope of this TOR will be prioritised to the following twelve (12) key product sectors identified in the EDB Strategic Plan
 - 3.4.4.1 ICT / BPM Services
 - 3.4.4.2 Electrical & Electronics
 - 3.4.4.3 Processed Food and Beverages
 - 3.4.4.4 Spices and Concentrates
 - 3.4.4.5 Logistics
 - 3.4.4.6 Apparel & Textiles
 - 3.4.4.7 Tea
 - 3.4.4.8 Rubber based products
 - 3.4.4.9 Diamonds, Gems & Jewellery
 - 3.4.4.10 Coconut & Coconut based products
 - 3.4.4.11 Automobile & Auto component (New Sector)
 - 3.4.4.12 Medical and Pharmaceutical (New Sector)
- 3.4.5 EDB may extend the e-Marketing campaign period by signing an addendum between EDB and the Service Provider at the discretion of EDB and subject to additional payment.

4.0 ACTIVITIES/DELIVERABLES

To achieve the objectives outlined above, the selected organization will provide

- 4.1 A plan for EDB web portal content enhancement & maintenance including following activities.
 - 4.1.1 Implement a new product module leveraging the existing CMS architecture.
 - 4.1.2 UI/UX improvements of EDB web portal
 - 4.1.3 UI/UX improvements of social media channels.
 - 4.1.4 UI/UX improvements for mobile responsiveness of EDB web portal.
 - 4.1.5 EDB web portal existing and new content updates & maintenance.
 - 4.1.6 Digital marketing promotional strategy applying to the latest trends and international regulations and law
 - 4.1.7 Exporters Directory with advanced filtering system, Rating/ranking
 - 4.1.8 Develop promotional material in foreign languages as and when necessary.

4.2 **E-Marketing**

- 4.2.1 Company should prepare a marketing strategy (Identify business goals, marketing goals, market research, Target audience profiling [demographics, behaviours, interests], develop strategies to support marketing goals) for branding of EDB and Sri Lankan products and service in internationally it should include the goals, target markets.
- 4.2.2 A website marketing plan including best e-promotional strategies to achieve the objectives mentioned in this SOR, not necessarily limiting to the activities indicated below as (a) to (i)
- 4.2.3 Implementation plan for both EDB web portal improvement & marketing for two years with detailed activities, milestones, KPIs, cost estimates and measurable outcomes.

a) **Search Engine Optimization (SEO)**

To promote the site to be visible among the first 10 search results in popular multiple search engines such as Google, Bing, Yahoo, etc. (increase the current unique visitors minimum 120,000 [foreign 70% local 30%]).

- i. Research on the current traffic and behaviour analysis.
- ii. Advise on information architecture, presentation & other tips to increase the conversion rates.
- iii. Key word search using multiple tools to identify search volume patterns.
- iv. Identify a set of SEO keywords (product wise/service Sector wise/ market wise) to optimize the visibility of site within natural search results.
- v. Assist in the development & optimization of website content ensuring multiple entry points to the website via broader selection of search terms.
- vi. Continuous link building campaign to increase link popularity & page rank.
- vii. Niche-specific content marketing
- viii. Voice search optimization
- ix. Mobile-first marketing
- x. Submit performance reports.

b) **Pay Per Click (PPC) Advertising**

- i. Identification of Keywords based on relevancy, competitiveness, popularity & price.
- ii. Formulation of advertising text & banner advertisements in appropriate languages to draw attention and deliver the relevant marketing message.
- iii. Identify and recommend suitable sites to place Advertisements.
- iv. Promotional campaign for the products & services in key markets focusing on specific buyer segments with customized messages.
- v. Identify the time lines in target markets suitable to promote different Sri Lankan products.
- vi. Performance tracking system and make relevant changes to keyword bids, advertising text, budget etc.
- vii. Performance reporting with recommendation for improved performance

- viii. Propose the minimum budget to be spent for a financial year to meet the objectives.
- c) **Social Media**
- i. Select & recommend relevant social media platforms for B2B promotion.
 - ii. Development of a communication strategy to increase followers and subscribers based on the promotional objectives. (Minimum 50% Increase of current followers/ subscribers for each social media platform [foreign 70% local 30%])
 - iii. Verification of social media platform with unique branding.
 - iv. Propose a promotional strategy applying to the latest trends and new international regulations with a cost-effective budget.
 - v. Consultancy on interaction monitoring and user engagements. (Handling negative comments, responding to potential clients).
 - vi. Geo-targeted digital campaigns with AI-driven ad targeting and personalization
- d) **E-mail campaign**
- i. Suggest an appropriate Global promotional strategy to promote the services offered by the Export Development Board, the Sri Lankan export products & services and the online trading portal.
 - ii. Identify the target markets (existing/new) and market segments for promotion.
 - iii. Identify suitable seasons/events/time periods for promotion.
 - iv. Create suitable promotional material.
 - v. Performance monitoring & reporting.
- e) **BLOG Creation**
- i. Create niche-specific blog content targeting B2B markets for Sri Lankan products and services.
 - ii. Creation of content & placing them on leading blogs, forums and discussion rooms relevant to B2B marketing of products & services.
 - iii. Solicit testimonials from satisfied customers and post them on the website. Rotate testimonials or post new ones regularly.
- f) **News & Articles**
- i. Write and publish original articles and news content on relevant industry platforms.
 - ii. Prepare proactive press releases and circulate through appropriate distribution services.
 - iii. Guest blog posting to other websites for partnering with top influences within the industry to develop high quality, highly relevant back link.
- g) **Directory Submissions**
- Free listing in relevant directories, submission to paid/unpaid Directories in a product specific/ country specific manner.
- h) **Placing Banner Advertisements**
- Identify appropriate sites in which the banner advertisements to be placed.
 - Designing of effective geographically focused banner advertisements in appropriate language.

i) **Setting up Analytics**

The selected company should provide an advanced performance measurement tool which can be implemented on a selected website. The tool should offer performance metrics in terms of visitors, conversions and visitor behaviour. It should further help to analyse the performance of each channel, medium & online marketing campaign.

5.0 PRE-QUALIFICATIONS/JOB REQUIREMENTS

5.1 The applicant must be a company having a valid business registration in Sri Lanka.

5.2 A minimum of 12 years of experience in providing digital marketing solutions, including at least 6 years of international project experience. (Supporting documentation must include details of past projects and measurable results or success indicators.)

5.3 The company must have a qualified appropriate technical staff (web content writer, graphic designer, web marketing strategist having international exposure, social media expert etc.) to implement the on-line marketing campaign. CVs of the technical staff should be submitted for evaluation.

- The Service Provider shall have the suitable resources for the following positions in relation to this project:

Key Professional Staff	Academic	Experience in the <u>Proposed Role</u>
Development/ Content Enhancement Support & Maintenance, e-Marketing Team		
Project Manager	Degree from a recognize University or related subject with professional qualification	8 years
Software Engineer	B. Sc in IT or equivalent	5 years
Digital media marketing Strategist	B. Sc in IT or equivalent	5 years
Web Developer	B. Sc in IT or equivalent	3 years
UI/UX Engineer	Diploma in IT or equivalent	2 years
QA Engineers	Diploma in IT or equivalent	2 years
SEO Specialist	B. Sc in IT or equivalent	2 years
Content Writers	Higher Diploma in relevant Field	5 years

6.0 **REPORTING**

The company is expected to

- 6.1 Work mainly with Director/IT & staff of the IT Division and with other EDB officers attached to Product/Market divisions & industry experts as and when required.
- 6.2 Submit performance reports in liaison with the KPIs & targets mentioned in the final action plan.
- 6.3 The initial work plan to be revised within the approved budget (if necessary) to achieve the expected results.
 - The Service Provider is required to submit the following list of deliverables under each sub project

Website Enhancement			
No	Deliverables	Phase	Time Schedule
1	Plan for EDB web portal content enhancement & maintenance, Implementation schedule	Inception	Commencement + week 2
2	Detailed Content enhancement & Maintenance report (Monthly) SEO report (Monthly)	Management	During 24 Months

e-Marketing			
No	Deliverables	Phase	Time Schedule
1	e-Marketing Market Strategic Plan Implementation schedule	Inception	Commencement + week 2
2	Detailed activity Performance report (Monthly)	Management	During 24 Months

7.0 **METHOD OF SELECTION**

- 7.1 Insertion of advertisement in local newspapers/ published in EDB website (www.srilankabusiness.com) circulate the Request for Proposal (RFP) Notice among registered service providers with the EDB calling for RFP s from suitable companies.
- 7.2 The RFPs to be evaluated by a Bid Evaluation Committee (BEC) appointed by the EDB and the Procurement Committee reserves the right to accept or reject RFPs. Final decision will be taken by the Procurement Committee.
- 7.3 Once the acceptance of the Letter of Award by the bidder, he requires to enter into a legal agreement with the EDB.

Service Level Agreement (SLA)

1. Introduction

The aim of this agreement is to provide a basis for close cooperation between the Service Provider and EDB for software support and hosting & e-marketing services to be provided by the Service Provider. This will ensure timely and efficient support services are available.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2. Objectives of SLA

- To create an environment conducive to a cooperative relationship between the Service Provider and EDB.
- To document the responsibilities of all parties taking part in this agreement.
- To define the commencement of the agreement, its initial term and the provision of reviews.
- To define in detail the service to be delivered by each party and the level of service expected, thereby reducing the risk of misunderstandings.
- To institute a formal system of objective service level monitoring ensuring that reviews of the agreement is based upon factual data.
- To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels.

3. Service Level Monitoring

The success of the SLA depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to stakeholders.

Service factors must be meaningful, measurable and monitored regularly. Actual levels of service are to be compared with the agreed target levels by both EDB and the Service Provider. In the event of a discrepancy between the actual and targeted service levels both EDB and the Service Provider are expected to identify and resolve the reason(s) for any discrepancies in close cooperation.

Service Level Monitoring will be undertaken by EDB and reports will be monthly as forwarded to the Service Provider and other stakeholders.

4. Scope of Services

This SLA applies to all software support, hosting and e-marketing services provided by the Service Provider to EDB under contract <<contract number and date>>

5. On Call Service Requirements

The Service Provider and EDB must make at least two qualified personnel (primary and secondary (shadow)) available by telephone and email for the reporting and resolution of issues. Dedicated contact details are:

	Service Provider	EDB
Primary / Secondary Contact		
Name	[to be completed]	[to be completed]
Job Title	[to be completed]	[to be completed]
Telephone Number	[to be completed]	[to be completed]
Mobile Number	[to be completed]	[to be completed]
Email address	[to be completed]	[to be completed]
Office Street Address	[to be completed]	[to be completed]

Differing Service Levels are required depending on the perceived criticality of the issue in relation to the provision of information and services via the web site. The allocation of criticality levels is made at the absolute discretion of EDB in accordance with the following guidelines:

Consultant **MUST** make at least ONE qualified personnel available to the Client by telephone and email for the reporting and resolution of non-conformities or other issues, defects or problems. Dedicated telephone numbers and emails should be available for reporting issues. Client will nominate the personnel who are authorized to report non-conformities or other problems with the system from the departments. Reporting of non-conformities includes requests by the Client to apply critical software updates or patches.

Table-1 shows the response priority assigned to faults according to the perceived importance of the reported situation and the required initial telephone response times for the individual priority ratings. All times indicated represent telephone response time during specified Support Levels. The indicated telephone response time represents the maximum delay between a fault/request being reported and a Consultant's representative contacting the Client by telephone. The purpose of this telephone contact is to notify the Client of the receipt of the fault/request and provide the Client with details of the proposed action to be taken in respect of the particular fault/request.

Support Level	Business Critical	Business Critical	Non-Business Critical	Non-Business Critical
	Fatal	Impaired	Fatal	Impaired
High	60 minutes within Support Hours	90 minutes within Support Hours	90 minutes within Support Hours	120 minutes within Support Hours
Medium	120 minutes within Support Hours	150 minutes within Support Hours	150 minutes within Support Hours	180 minutes within Support Hours

Table-1: Response Priority

Note:

Fatal

- Total system inoperability

Impaired

- Partial system inoperability

Business Critical - Unable to perform core business functions
Non-Business Critical - Able to perform limited core business functions

Consultant notification can occur outside Support Level time, and thus the response may occur after the next Support Level begins. Furthermore, “Time to Arrive On-Site (Table-3)” starts from Support Level starting time and “Time to Resolve the Problem” is Support Level time starting from the actual time of arrival on site.

6. Problem Resolution and Penalties

If problems have not been corrected within two (2) hours of the initial contact, the Consultant shall send qualified maintenance personnel to the respective Client’s site to take necessary actions to correct the issue reported (defect, problem or non-conformity).

If faults are not corrected within the time limits specified in the Table-2, the Client shall be entitled to a penalty payment for each hour that the Consultant fails to resolve the fault.

Maximum ceiling of penalty for a given month is 10% of the monthly support and maintenance price.

The time to arrive on-site is specified in the Table-3.

Support Level	Business Critical	Business Critical	Non-Business Critical	Non-Business Critical
	Fatal	Impaired	Fatal	Impaired
High	6 Hours LKR 3,000.00 per hour	10 Hours LKR 2,000.00 per hour	10 Hours LKR 2,000.00 per hour	15 Hours LKR 1,000.00 per hour
Medium	8 Hours LKR 2,000.00 per hour	12 Hours LKR 1,000.00 per hour	12 Hours LKR 1,000.00 per hour	20 Hours LKR 500.00 per hour

Table-2: Resolution Time and Penalties

Support Level	Business Critical	Business Critical	Non-Business Critical	Non-Business Critical
	Fatal	Impaired	Fatal	Impaired
High	Not applicable	Not applicable	Not applicable	Not applicable
Medium	2 Hours	3 Hours	3 Hours	5 Hours

Table-3: Time to arrive on-site

** provided Service Level Agreement (SLA) subject to change depending on circumstances

Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- f) “GCC” means the General Conditions of Contract.
- g) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- h) “Employer” means the entity who employs the Service Provider
- i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
- j) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
- k) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- n) “The Project Site,” where applicable, means the place named in the SCC.
- o) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- p) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- q) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

1.2 Applicable Law	The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.
1.3 Language	This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
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, telex, telegram, or facsimile to such Party at the address specified in the SCC .
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, 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 SCC .

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| 1.7 Inspection and Audit by the Bank | The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so, required by the GOSL. |
| 1.8 Taxes and Duties | The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

2. Commencement, Completion, Modification, and Termination of Contract

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| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC . |
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2.2 Commencement of Services

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| 2.2.1 Program | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. |
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| 2.2.2 Starting Date | The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC . |
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| 2.3 Intended Completion Date | Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . 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. |
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| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. |
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2.5 Force Majeure

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| 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. |
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| 2.5.2 No Breach of Contract | The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract |
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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.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than fifteen (15) 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 (d) of this Sub-Clause 2.6.1:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) 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 is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is
 - a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - b. acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

2.6.2 By the Service Provider 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 Sub-Clause 2.6.2:

- 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-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.6.3 Suspension of Loan or Credit In the event that the GOSL suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL suspension notice.
- b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14-day termination notice.

- 2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:
- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General The Service Provider shall perform the Services in accordance with the Schedule of Requirement, and carry out its 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 Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts. The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Prohibition of Conflicting Activities Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality The Service Provider, its 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.

3.4 Insurance to be Taken Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in "Key Personnel and Subcontractors",
- c) changing the Program of activities; and
- d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations The Service Provider shall submit to the Employer the reports and documents specified in Schedule of Payments in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider 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 Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

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 SCC** 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 SCC**. 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 Over- payment 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 Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

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, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in Bank Guarantee.

4. Service Provider's Personnel

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 Key Personnel and Subcontractors. The Key Personnel and Subcontractors listed by

title as well as by name in Key Personnel and Subcontractors are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

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.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

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 Provider in carrying out the

Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub- Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

The price is payable in Sri Lankan Rupees.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) 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 SCC**. 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 Period allocated for Payments

Payments shall be made within the period specified in the SCC

6.6 Day works

6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. 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. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

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 If 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, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed in terms of section 8.2.1.

Section VI. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The contract name is; PROCUREMENT OF SELECTING A SUITABLE SERVICE PROVIDER FOR E-MARKETING AND CONTENT ENHANCEMENT OF THE EDB WEB PORTAL & SOCIAL MEDIA CHANNELS The contract number; EDB/PU/NCB/2025/03
1.1(h)	The Employer is; Sri Lanka Export Development Board
1.1(j)	The Service Provider is
1.1(p)	The Member in Charge is
1.3	The language is English
1.4	Notices shall be given to the Authorized Representative stated in SCC 1.6
1.6	The Authorized Representatives at the commencement of this contract are: For the Employer: Sri Lanka Export Development Board Level 06, NDB EDB Tower, No.42, Nawam Mawatha, Colombo 02 For the Service Provider: The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.
2.1	The date on which this Contract shall come into effect is The date of signing of the contract (Effective date)
2.2.2	The Starting Date for the commencement of Services is 7 days from the effective date.
2.3	The Intended Completion Date is twenty-four Months (24) from the commencement date of the contract.
3.5(d)	No other actions
3.7	Restrictions on the use of documents prepared by the Service Provider are: None
3.8.1	The liquidated damages rate is 0.5 percentage (0.5%) of the Contract price per week. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
5.1	The assistance and exemptions provided to the Service Provider are: Refer 9.2 of Description of Service – Client’s Assistance
6.2	The amount in local currency is: Sri Lanka Rupees

6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	<p>Payments shall be made according to the following schedule:</p> <p>Payments for the services rendered shall be made on a reimbursement basis, upon submission of detailed invoices at the end of each month. The invoices shall clearly outline all activities completed during the respective period</p> <p>Payments will be released only upon the successful completion of the said service and upon receipt of the invoice with the acceptance certificate of the same by the Review Authority of the project.</p>
6.5	Payment shall be made within twenty (20) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within thirty (30) days in the case of the final payment.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>Not applicable</p>
8.2.4	Arbitration shall be heard in Sri Lanka in accordance with the Arbitration Act of Sri Lanka.

Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of – (name of first firm)--, --(name of second firm) --,--(name of last firm) --]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* 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 denominated in the currency of the Employer's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders]* 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 27,

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]

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 in the types and proportions of currencies in which the Contract Price is 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 _____