Ministry of Industry and Entrepreneurship Development

Sri Lanka Export Development Board (EDB)

REQUEST FOR PROPOSALS (RFP) on Two Envelope System

for

Procurement of a Service Provider for Production of a Promotional Video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – Sri Lanka Export Development Board (EDB)

Contract Number EDB/PU/NCB/2026/06

Sri Lanka Export Development Board
9th Floor, NDB –EDB Tower, No. 42, Nawam Mawatha, Colombo 02
Tel. 0112300702 Website: www.srilankabusiness.com

October 2026

Contents

Section	Content	Pg. No
Invitation for Bidder		**3**
	Volume 01	
Section I	**Instruction to Bidders**	**5**
Section IV	**Conditions of Contract**	**37**
Section VII	**Contract Forms**	**57**
	Volume 02	
Section II	**Bidding Data Sheet**	**12**
Section III	**Forms of Bid and Qualification Information**	**17**
Section V	**Contract Data**	**48**
Section VI	**Terms of Reference (TOR) and Schedule of Requirements are issued as separate supplementary documents to this RFP**	**52**

Ministry of Industry and Entrepreneurship Development
Sri Lanka Export Development Board (EDB)

INVITATION FOR PROPOSAL (IFP)

Procurement of Service Provider for Production of a Promotional Video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector– Sri Lanka Export Development Board (EDB)
Contract No. EDB/PU/NCB/2026/06

1. Sri Lanka Export Development Board (SLEDB) which functions under the purview of Ministry of Industry & Entrepreneurship Development, is the apex state organization responsible for the development and promotion of exports. SLEDB has recognized the creative industry as a highly prospective sector poised to make substantial contributions towards attaining the social and economic development objectives of the country.
2. The Chairman, Department Procurement Committee (DPC), on behalf of Sri Lanka Export Development Board (SLEDB) now invites sealed bids from eligible and professional service providing firms (Bidders) for the procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – Sri Lanka Export Development Board (EDB).
3. Bidding will be conducted through the National Competitive Bidding (NCB – Single Stage Two Envelope Bidding Procedure) specified in the National Procurement Guidelines 2024 and are opened to all eligible bidders as defined in the Guidelines.
4. To be eligible for contract award, the successful bidder shall not have been blacklisted, suspended, or debarred by any government institution or recognized regulatory authority at the time of submission. The qualification criteria for the eligible bidders shall include the following. (Additional qualification requirements are given in the Procurement Documents).

Qualification Criteria

a) General Experiences.

- Must be a legally registered company in accordance with the applicable laws and regulations of Sri Lanka.
- Must have a minimum of ten (10) years of demonstrated experience in video production and producing similar sectoral promotional video.

b) Specific Experience in contract of similar nature.

- Must have proven experience in corporate video production with social media content creation, and promotional AV content and experience in producing similar sectorial/promotional AVs in international & local clients.

c) successfully designing and production of corporate/ sectoral videos for at least two international and/or global marketing campaigns of a similar nature within the past five (05) years.

d) Financial Capacity.

- The Service Provider (or lead partner in case of a JV/Consortium) shall have an annual average turnover of at least LKR 10 million over the last three (03) years.
- The Service Provider must demonstrate access to financial resources, such as liquid assets, credit facilities, or other financial means, sufficient to meet a minimum cash flow requirement of LKR 02 million, net of other commitments related to this project.

5. Interested eligible Bidders may obtain further information from Assistant Director-Procurement, Level 06, NDB – EDB Tower, No.42, Nawam Mawatha, Colombo 02, Telephone: 011-2300702, email: disna@edb.gov.lk.

6. A complete set of Procurement Documents in English may be purchased by interested bidders from the Sri Lanka Export Development Board (SLEDB) at the address stated in Paragraph 5, upon payment of a non-refundable fee of LKR 1,000.00. The Procurement Documents may also be downloaded for reference purposes from the SLEDB website under the "Announcements" section at www.srilankabusiness.com/announcements. Payment shall be made in accordance with the method specified in the Procurement Documents, and copies of the relevant payment slip or original receipt must be attached to the proposal. Proposals submitted without the required proof of payment for the respective activity or activities will not be considered for evaluation.

7. The original of the bid should enclosed in cover and top left-hand corner shall be marked as "EDB/PU/NCB/2026/06" – bid for "Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – Sri Lanka Export Development Board (EDB)". The name and the firm submitting the bid should appear in the cover (Refer Bidding Data Sheet 8.2).

8. Bids must be delivered to the address specified in Paragraph 5 above on or before 2:00 p.m. on 19th November 2026. Late bids will be rejected. Bids will be opened at 2:15 p.m. on the same day, following the bid closing, in the presence of bidders' representatives who choose to attend. All bids must be accompanied by a Bid Security in the form of bank guarantee of not less than Sri Lankan Rupees Fifty Thousand. (LKR 50,000.00).

9. A Pre-Bid Meeting will be held at 10.00 a.m. on 11th November 2026 at 9th Floor, VIP room of EDB. All interested Bidders may participate to the Pre-Bid meeting.

Chairman / CEO
Sri Lanka Export Development Board (EDB)
No. 42, Nawam Mawatha,
Colombo 02

30th October 2026

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, invites proposals for the service as described in the Section VI including Schedule of Requirements (SOR). The name and identification number of the Contract is provided in the Bidding Data Sheet.

1.2 The successful bidder (Service Provider) will be expected to complete the Services by the Intended Completion Date provided in the Bidding Data Sheet.

1.3 The Name of the Procurement and Contract number is provided in the Bidding Data Sheet

2. Qualifications and Experience of the Bidders

2.1 All bidders (Service Providers) shall provide duly Perfected Forms of Bid furnishing information regarding qualifications, experience (as per outlined in SOR) and preliminary descriptions on the proposed service, including method, strategies and time schedule etc.

2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids as in Section III of Volume II

a) List of Services performed for each of the last ten (10) years;
b) Qualification information
c) Experience in services of a similar nature projects (at least two) during last five 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) Methodology of service providing
e) Any other, Technical proposal submission forms listed in the Bidding Data Sheet 8.2.

3. Cost of Bidding

3.1 The bidder (Service Provider) shall bear all costs associated with the preparation and submission of the proposal, and the Employer will in no case be responsible or liable for those costs.

4. Travelling etc.

4.1 The bidder (Service Provider), at the bidder's own responsibility and risk, is encouraged to visit and examine the sites of required services and its surroundings and obtain all information that may be necessary for preparing the proposal and entering into a contract for the Services. The costs of travelling etc. shall be at the bidder's (Service Provider) own expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

Volume 1

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VII	Contract Forms

Volume 02

Section II	Bidding Data Sheet
Section III	Forms of Bid and Qualification Information
Section V	Contract Data
Section VI	Employer's Requirements including SOR

6. Clarification of Bidding Documents	6.1	A prospective bidder (Service Provider) requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Proposal

7. Language of the proposal	7.1	The proposal prepared by the bidder (Service Provider), as well as all correspondence and documents relating to the proposal exchanged by the bidder (Service Provider) and the Employer shall be in English Language.

D. Submission of Proposal

8. Documents Comprising the Bid	8.1	The Bid shall comprise the following: a) Proposal Submission Form and the applicable Price Schedules, in accordance with ITB; b) Schedule of providing the benefit in accordance with section VI; c) Bid Security, in accordance with ITB Clause 12; d) Schedules in accordance with ITB 2; e) Any other forms listed in BDS 8.2 f) any other document required in the BDS
	8.2	The proposal shall be submitted in two envelops Envelop one for technical forms. Envelop two for financial proposal. Proposal shall be submitted as per the criteria outlined in BDS
9. Bid Prices	9.1	The Contract shall be for the Services, as described in the Employer's Requirements - Section VI, based on the price Schedule submitted by the Bidder.
10. Currency of Bid and Payment	10.1	The lump sum price quoted by the bidder (Service Provider) shall be in Sri Lanka Rupees.
11. Validity of the proposal	11.1	Proposal shall remain valid for the period specified in the Bidding Data Sheet.
	11.2	In exceptional circumstances, the Employer may request the bidder's (Service Provider) to extend the period of validity for a specified additional period. The request and the bidder's (Service Provider) responses shall be in writing. A bidder (Service Provider) may refuse the request without extending the Bid security (Proposal Guarantee). An bidder (Service Provider) agreeing to the request will not be required or permitted or otherwise to modify the Proposal, but will be required to extend the validity of Bid security (proposal guarantee) for the period of the extension, and in compliance with Clause 12 in all respects.
12. Bid Security (Proposal Guarantee)	12.1	The bidder shall furnish, as part of the proposal, a Bid Security (Proposal Guarantee), in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data Sheet.
	12.2	If the Proposal is not accompanied by an acceptable Bid Security (Proposal Guarantee) as requested under sub-clause 12.1 above, the Proposal shall be rejected by the Employer.
	12.3	The bid security (Proposal Guarantee) of unsuccessful bidder's (Service Provider) will be returned within 28 days of the end of the Proposal validity period specified in the Bidding Data Sheet.
	12.4	The bid security (Proposal Guarantee) of the successful bidder (Service Provider) will be discharged within 14 days after the bidder (Service Provider) has signed the Agreement and furnished the required Performance Security

12.5 The Proposal Guarantee may be forfeited:

(a) if the bidder (Service Provider) withdraws the Proposal after opening of the Proposal during the period of Proposal validity;

(b) if the bidder (Service Provider) does not accept the correction of the price of the Proposal, pursuant to Clause 22; or

(c) in the case of a successful bidder (Service Provider), if the bidder (Service Provider) fails within the specified time limit to:

(i) Sign the Contract; or

(ii) Furnish the required Performance Security

13. Format and Signing of Bid

13.1 The bidder (Service Provider) shall prepare one original set of documents comprising the proposal as described in Clause 8 of the Instructions to Bidders.

13.2 The original of the proposal 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 (Service Provider). All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons signing the document.

13.3 The proposal 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 (Service Provider), in which case such corrections shall be initialed by the person or persons signing the documents.

13.4 The Service Provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB 8 (Documents Comprising the Bid). Service Providers shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Service Provider has the option of submitting its Proposals electronically.

13.5 An authorized representative of the Service Provider shall initial all the pages of the original Technical and Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The sign Technical and Financial Proposal shall be marked "ORIGINAL"

13.6 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

13.7 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

13.8 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**",

- **Technical Proposal " procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts**

sector – Sri Lanka Export Development Board (EDB)", Contract No: **EDB/PU/NCB/2026/06,** [name and address of the Service Provider], and with a warning **"DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."**

13.9 Similarly, the original Financial Proposal shall be placed inside a sealed envelope clearly marked "**FINANCIAL PROPOSAL**",

- **Financial Proposal** " procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – Sri Lanka Export Development Board (EDB)**",** Contract No: **EDB/PU/NCB/2026/06,** [name and address of the Service Provider], and with a warning **"DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."**

(if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked.

13.10 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed.

14. Sealing and Marking of Bids

14.1 The Bid prepared in accordance with clause 8 shall:

a) Be addressed to the Employer at the address provided in the Bidding Data;
b) Bear the name and identification number of the Contract as defined in the Bidding Data; and
c) Provide a warning not to open before the specified time and date for opening of the Proposals as defined in clause 8.4

14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the bidder (Service Provider) to enable the Proposal to be returned unopened, if required.

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Proposal.

15. Deadline for Submission of Bids

15.1 Proposals shall be delivered to the Employer at the specified address no later than the time and date mentioned in the Bidding Data Sheet

15.2 Employer may extend the deadline for submission of proposals by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.

15.3 Employer may extend the deadline for submission of proposals by issuing an amendment, in which case all rights and obligations of the parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Proposal received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the bidder (Service Provider).

E. Bid Opening and Evaluation

17. Bid Opening

17.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of proposals, the Employer may, at the Employer's discretion, request any bidder (Service Provider) for clarification of their Proposal including the premium price and other relevant information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Proposal 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 proposals in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of proposals, using the information provided in BID, the Employer will determine whether each Proposal

a) is accompanied by the required securities; and
b) is substantially responsive to the requirements of the bidding documents

19.2 If a Proposal 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.

19.3 A substantially responsive Proposal is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's (Service Provider) obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders (Service Provider) presenting substantially responsive Proposals.

20. Evaluation of Bids

20.1 The Employer will evaluate and compare only the Proposals determined to be substantially responsive in accordance with Clause 19. The evaluation criteria outlined in the Bidding Data Sheet (BDS)

20.2 During the evaluation of Bid, the Employer will determine whether the bidder's (Service Provider) are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document.

21. Correction of Errors

21.1 Proposals determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

F. Award of Contract

22. Award Criteria

22.1 Subject to Clause 24, the Employer will award the Contract to the bidder (Service Provider) whose Proposal has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Proposal.

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

23.2 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Proposal, and to cancel the bidding process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder (Service Provider) or bidders (Service Providers) or any obligation to inform the affected bidder

(Service Provider) or bidders (Service Providers) of the grounds for the Employer's action.

24. Notification of Award and Signing of Agreement

24.1 The bidder (Service Provider) whose Proposal has been accepted will be notified in writing, of the award by the Employer prior to expiration of the validity period of the Proposal. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contractor (hereinafter and in the Contract called the "Contract Price")

24.2 The notification of award will constitute the formation of the Contract.

24.3 The Contract, in the form provided in the bidding documents, will Incorporate all agreements between the Employer and the successful bidder (Service Provider).

25. Performance Security

25.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful bidder (Service Provider) shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

Section II. Bidding Data Sheet

Bidding Data Sheet

No.	Details
1.1	The Employer is; **Chairman/ CEO** **Sri Lanka Export Development Board (EDB)** **9th Floor, NDB –EDB Tower,** **No. 42 Nawam Mawatha,** **Colombo 02**
1.3	The Name and Identification Number of the Contract are Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – Sri Lanka Export Development Board (EDB) Contract Number : **EDB/PU/NCB/2026/06**
1.4	The Client will provide the following inputs and facilities: - **Necessary assistance to coordinate with related organizations** - **Further information and any other available details if required**
1.2	The intended service period is 03 months from date of issuing the contract
6.1	For Clarification of bid purposes only, the Employer's address is: Attention: **Head of Procurement** Address: **Sri Lanka Export Development Board (EDB)** **6th Floor, NDB EDB Tower,** **No. 42 Nawam Mawatha,** **Colombo 02.** Telephone: **0112300702** **The deadline for the submission of clarification is 10 days prior to the bid submission**.
8.4	Address for submission of proposal is; **The Chairman,** **Sri Lanka Export Development Board (EDB)** **6th Floor, Procurement Unit** **NDB EDB Tower,** **No. 42 Nawam Mawatha,** **Colombo 02** **The deadline for submission of proposals shall be on or before 2.00 p.m. on 19th November 2026.**
8.1	The bidder shall submit the following additional documents with the bid i. Certified copy of the Business Registration ii. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. Bids submitted by a limited liability Company or a Corporation: A notarized Power of Attorney; or a Board resolution certified by a Company Secretary.

b. Bids submitted by a single Proprietor: Signature of the Proprietor or notarized Power of Attorney.
c. Bids submitted by a Partnership: Notarized Power of Attorney. A Copy of the partnership agreement shall be submitted with the power of Attorney.

iii. Last (03) years audited financial reports

These documents should be included in first envelop (Technical Proposal)

8.2

The Proposal shall comprise the following:

For FULL TECHNICAL PROPOSAL (FTP):

1st Inner Envelope with the Technical Proposal

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH -2	Bidders Information Sheet
TECH -3	Proposal Security (Bid Security)
Power of Attorney	No pre-set format/form. Bidder must be submitted Notarized Power of Attorney in standard format
TECH-4	Non-collusion Affidavit
TECH-5	Service providing firm's experience.
TECH-5A	A. Bidder's firm experiences
TECH-5B	B. Key personal experiences
TECH-6	Comments or Suggestions on the Schedule of Requirements and on Counterpart Staff and Facilities to be provided by the Client.
TECH-6A	A. On the Schedule of Requirements
TECH-6B	B. On the Counterpart Staff and Facilities
TECH-7	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-8	Work Schedule and Planning for deliverables
TECH-9	Team composition, assignments and professional staff inputs, Curriculum vitae
TECH-10	Staffing Schedule
TECH-11	Proposal of service will be provided as per SOR

The top left corner of the first envelope shall be clearly marked as ***'Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector"* – Do not Open'**

2nd Inner Envelope with the Financial Proposal

FORM	DESCRIPTION
FIN-1	Financial Proposal Submission Form.
FIN-2	Price Schedule for Service Outcome and Service Output

The top left corner of the second (2nd) envelope shall be clearly marked as ***'Financial Proposal** – Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector* **- Do not Open'**

Both the Technical Proposal and Financial Proposal must be enclosed in a single outer envelope as *"Selection of Service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts*

<table>
<tr><td></td><td>sector”.

Failure to submit the Technical and Financial Proposals in separate envelopes, as instructed above, may result in the rejection of the proposal.</td></tr>
<tr><td>10</td><td>Currency of Bid & Payments: Sri Lanka Rupees</td></tr>
<tr><td>10.2</td><td>Non-Refundable payment
Account details for non-refundable payment are as follows
A non- refundable payment Rs. 1,000.00, could be paid at EDB or to the following Bank account.
Name : Sri Lanka Export Development Board
Account No : 306605
Bank : Bank of Ceylon
Branch : Lake View Branch
Email : disna@edb.gov.lk</td></tr>
<tr><td>11.1</td><td>The period of Bid validity: 5th February 2027</td></tr>
<tr><td>12.</td><td>a. Bid shall include a Bid Security and Bid Security Guarantee shall be;
i. An unconditional on demand bank guarantee
ii. Issued by any Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
iii. In favor of The Chairman/CEO, Sri Lanka Export Development Board (The name of beneficiary)
iv. In the form included in Section IV of the bidding documents
v. The amount of the Bid Security shall be LKR 50,000.00 [Sri Lankan Rupees Fifty Thousand only]

The validity period of the bid security shall be from 19th November 2026 to 5th February 2027</td></tr>
<tr><td>14.1</td><td>The Employers address for the purpose of Proposal submission is;

Chairman & CEO
Sri Lanka Export Development Board (EDB)
6th Floor, NDB – EDB Tower
No. 42 Nawam Mawatha,
Colombo 02</td></tr>
<tr><td>15</td><td>Dead line for submission of Proposals to the address given at 14.1 is on or before
Date: 19th November, 2026
Time: 2.00 p.m
The Pre Bid Meeting will be held on 11th November, 2026 10.00 a.m. at the VIP Room, 9th Floor of EDB</td></tr>
<tr><td>20.1</td><td>The following factors and methodology will be used for the evaluation of proposals:

<table>
<tr><th>#</th><th>Criteria</th><th>Points Allocated (%)</th></tr>
<tr><td>1</td><td>Description of Approach, Development Methodology, Creative Concept & Script Outline Clarity, creativity, and alignment with objectives (FORM TECH-3, FORM TECH-7 & presentation)</td><td>35</td></tr>
</table>
</td></tr>
</table>

	2	Content development, techniques use in video production (quality of the proposed approach and techniques use in video production) (FORM TECH 3, FORM TECH-7 & presentation)	20
	3	Relevant Past Experience & Portfolio Quality and relevance of similar past work (local and international) (FORM TECH-5 A/B with relevant portfolio)	15
	4	Expertise, experience and team composition of the team assigned to the project (FORM TECH-5, TECH-6)	10
	5	Work & Time Plan for implementing the assignment (FORM TECH-8)	10
	6	Recognition received and client feedback for previous similar projects Industry recognitions, awards and client testimonials for previous similar projects (FORM TECH-5, A)	10
		Total Marks	**100**

1. Evaluation of the Second Envelope (Financial Proposal)

Only the financial proposals of technically qualified bidders (those who obtain a "**60 Points**" in the technical evaluation) will be opened and evaluated.

Proposals that fail to meet the technical requirements will be disqualified and returned unopened.

2. Opening of Financial Proposals

The date, time, and venue of the financial proposal opening will be officially communicated to all technically qualified service providers.

Financial proposals will be opened in the presence of the bidders or their duly authorized representatives.

3. Final Selection

The lowest evaluated, technically qualified bidder will be invited for contract negotiations and award

25	A Performance Security, which is 10% of the contract price (without VAT) shall be submitted. The Performance Security should be paid in cash or by an unconditional Bank Guarantee from a bank approved by the Central Bank of Sri Lanka, valid until a date 28 days from the Completion Date of the Contract.

Section III
Bidding Forms

Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	
TECH-1	Technical Proposal Submission Form.	
TECH -2	Bidders Information Sheet	
TECH -3	Proposal Security (Bid Security)	
Power of Attorney	No pre-set format/form. Bidder must be submitted Notarized Power of Attorney in standard format	
TECH-4	Non-collusion Affidavit	
TECH-5	Service providing firm's experience.	
TECH-5A	A. Bidder's firm experiences	
TECH-5B	B. Key personal experiences	
TECH-6	Comments or Suggestions on the Schedule of Requirement and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-6A	A. On the Schedule of Requirement (SOR)	
TECH-6B	B. On the Counterpart Staff and Facilities	
TECH-7	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-8	Work Schedule and Planning for deliverables	
TECH-9	Team composition, assignments and professional staff inputs, Curriculum vitae	
TECH-10	Staffing Schedule	
TECH-11	Proposal of service will be provided as per SOR	

Note 01

These forms shall be completed properly and place them in the envelop marked ‘*P*rocurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector – *Do not Open”*

Note 02

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Bidder who signs the Proposal

FORM TECH -1
TECHNICAL PROPOSAL SUBMISSION FORM

……..2026

The Chairman
Sri Lanka Export Development Board (EDB)
9th Floor, NDB EDB Tower,
No. 42, Nawam Mawatha,
Colombo 02.

We, the undersigned, offer to provide the consulting services for **"P**rocurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector**" – Sri Lanka Export Development Board (EDB) Contract Number EDB/PU/NCB/2026/06** in accordance with your Request for Proposal dated …….. ……2026. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

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

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the contract Agreement.

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

Authorized Signature: ----------

Name of the Title of Signatory: ----------

Name of Consultancy Organization: ----------

Address: ----------

FORM TECH 2
Bidders Information Sheet

All Bidders whether they be individual firms, each partner of a Joint Venture, and a named, Sub-contractor(s) for highly specialized components of the Software, Products and/or Services, which are RFP, must complete the information in this form. All Bidders that complete this sheet should also complete the further Qualification Forms provided in this section.

Bidder's Information Sheet

Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's actual or intended country of registration	
Bidder's year of registration	
Bidder's legal address in country of registration	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
In case of joint ventures each partner must submit information sheet **Attached herewith are copies of the following documents:** **(a)** Joint Venture Agreement (b) Power of Attorney or Board Resolution authorizing the signing of proposals and the contract (a) (c) Certificate(s) of Business Registration	

FORM TECH -3
Format for Bid Security

[*This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets*]
---------- [*Insert issuing agency's name and address of issuing branch or office*]
Beneficiary: Sri Lanka Export Development Board

Date: ---------- [*Insert (by issuing agency) date*]

BID GUARANTEE No.: ---------- [*Insert (issuing agency) number*]

We have been informed that ---------- [*Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners*] (hereinafter called "the bidder") has submitted to you its bid dated ---------- [*Insert (issuing agency) date*] (hereinafter called "the bid") for the execution/supply [*select appropriately*] of [*Insert name of contract*] under invitation for bids No. EDB/PU/NCB/2026/06] ("the IFB").
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ---------- [*Insert name of issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **LKR *(Insert Value in figure)*** [*Sri Lankan **Rupees in wards***] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder,
(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the **ITB**") of the **IFB**; or
(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB.**

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ***[month in Letters], [date in Number]***, 2026
Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

----------.
[signature(s) authorized representative(s)]

FORM TECH -04

Non-collusion Declaration

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. …….);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

……

Signature of the Declarant

FORM TECH -05

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-05: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment

A - Bidder' Organization

Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.

B - Bidder's Experience

1. List only previous Engagement of a development of corporate video/ sector promotional video in international assignments

2. Using the format below, provide information on each assignment for which your firm for carrying out development of corporate video/ sector promotional video similar to the ones requested under this assignment. **Use maximum of 15 pages**.

3. The Letters of Acceptance and Letters of contract completion shall be attached for each assignment

Assignment Name:	Approx. value of the contract (in LKR):
Country; Location within country;	Duration of the assignment (months)
Name of Client:	Total Number of staff-months of assignment:
Address;	Approximate value of services provided by your firm under the contract (LKR):
Start date (month/year) Completion date (month/year)	Number of professional staff-months provided by associated Bidders:
Name of associated key personal, if any:	Names of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader)
Narrative description of Service:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:…….

FORM TECH -06
COMMENTS AND SUGGESTIONS ON THE SCHEDULE OF REQUIREMENT, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-06: comments and suggestions on the Schedule of Requirement (Volume 02 of RFP) that could improve the quality / effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On Schedule of Requirement

[Present and justify here any modifications or improvements to 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 incorporate in your Proposal.]

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client according to Paragraph reference 1.4 of Data sheet including; administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH -7
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE SCHEDULE OF REQUIREMENT

Form TECH-7: Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters;

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology*** Explain your understanding of the objectives of the assignment, approach to the service, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Should explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) ***Work Plan.*** Outline the plan for the implementation of the main activities/tasks 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 in 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(s) should be included here. The work plan should be consistent with the Work Schedule Form.

c) ***Organization and Staffing*** Should propose the structure and composition of your team, including the list of the Professional staff and relevant technical and administrative support staff.

FORM TECH-8

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Delivarables[1]	Proposed time duration (in weeks)]	Comments
8.1. Research & Scripting	3 weeks	
8.2 Screening	1week	
8.3 Filming	5 weeks	
8.4 Editing & Post Production	3 weeks	
Total weeks:	**12 weeks**	

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

FORM TECH -9

TEAM COMPOSITION, ASSIGNMENT, AND PROFFESSIONAL STAFF INPUTS

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

FORM TECH 9 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Firm:	
Name of Expert:	
Date of Birth:	
Nationality:	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained. The copy of certificates of education shall be attached

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}Copy of service letters shall be attached.

Period	**Employing organization and your title/position. Contact information for references**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	Name of assignment or project Location Client Contact details of the Client Main features of the project Position held	

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Expert's contact information: (e-mail……., phone .....)

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 willful described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature
Date

{day/month/year}

Name of authorized

Signature Date
Representative of the Bidder (the same who signs the Proposal)

FORM TECH-10 STAFFING SCHEDULE

N°	Name of staff	Staff input[1] (in the form of a bar chart)												Total time-input (in Months)		
		Position		D/M-1		D-2		D-3	.....		D-...			Office	Field	Total
1																
2																
3																
n																
											Subtotal					

[1] Duration of activities shall be indicated in a form of a bar chart.

TECH-11
PROPOSAL OF SERVICE WILL BE PROVIDED AS PER SOR

The Service Provider (Bidder) is required to submit a comprehensive description demonstrating its approach to successfully performing the contract in line with the objectives, scope, tasks, and deliverables specified in the schedule of requirements.

Item	Description	Quantity	Compliance of the Requirement (Yes/ No)
1.0	**Main promotional video**	1 Job	
2.0	**Short Video clip**		
3.0	**Micro video clips**		
4.0	**Social Media Teaser**		

Financial Proposals Forms

FIN 01 - Financial Proposal Submission Form

The Chairman / CEO
Sri Lanka Export Development Board (EDB)
9th Floor, NDB EDB Tower
42 Nawam Mawatha,
Colombo 02

We, the undersigned, offer to provide the consulting services for **"P**rocurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector**"– Sri Lanka Export Development Board (EDB)** in accordance with your Request for Proposal dated **……. 2026** and our Technical Proposal. Our attached Financial Proposal is for the sum of

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

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

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

Authorized Signature [*In full and initials*] : …….
.....

Name and Title of Signatory: ……..……...
.....

Name of Firm: ……..

……...

Address: ……

……...

FIN 02 - Price Schedule for Service Outcome and Service Output

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This schedule is pre-populated with the minimum requirements specified in the Scope of Work (Section 3) and Deliverables (Section 4) of the SOR.

No	Description	Unit (1)	No of Units (2)	Unit Cost (LKR) (Excluding VAT) (3)	Total Cost (LKR) (Excluding VAT & govt. taxes) (4) (4) = (2)x(3)	Total Cost (LKR) (Including VAT & any applicable govt. taxes) (5) (5) = (4) + VAT & govt. Taxes
1	Pre-production	item				
2	Filming (including equipment)	item				
3	Travel, Accommodation, Logistics	item				
4	Editing & post-production					
5	Music Licensing/Sound Design & voicing					

6	B-roll footage					
7	Subtitles (English SRT, plus German and Japanese subtitles)					
8	Short Video Clips -1 minute					
9	Micro video clips - 30 seconds					
10	Social Media Teaser: 30-second highlight reel designed for maximum engagement					
11	Other (Specify)					
Total Cost *[Note: This will be the total cost of the project taken into account during the financial evaluation]*						

Note:
Any cost other than this schedule (excluding recurrent cost) shall not be allowed

Section IV. Conditions of Contract

1. **General Provisions:**

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

(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Employer" means the party who employs the Service Provider

(f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

(h) "Service Provider" is a person or corporate body who's Bid to provide the Services has been accepted by the Employer;

(i) "Service Provider's Bid" means the completed bidding document submit ted by the Service Provider to the Employer

(j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

1.2 Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

1.3 Language

This Contract has been executed in English Language

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.

2.2 **Starting Date**

the Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 **Intended Completion Date**

Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Addition of Services and Future Modifications

The Additional Services and Future Modifications set forth in Contract Data.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such act ion as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than Fourteen (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and twenty (28) days' in the case of the event referred to in (f):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material port ion of the Services for a period of not less than sixty (60) days; or

(d) If the Service Provider does not maintain a Performance Security in accordance with Clause 3.7;

(e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.6.1 and the Contract Data.;

(f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written no ice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(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),

(e) Of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.3 Service Providers 'Actions Requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following act ions:

(a) Entering into a sub Contract for the performance of any part of the Services,

(b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) Changing the Program of activities; and

(d) Any other action that may be specified in the Contract Data.

3.4 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B (for Public Relations only) in the form, in the numbers, and within the periods set forth in the said Appendix.

3.5 Documents Prepared by the Service Providers to Be the Property of the Employer

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.4 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.6.2 Correction for Overpayment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjust in the next payment certificate. The Service Provider shall be paid interest on the

overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.7 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract. The Amount of Performance Security is specified in Contract Data

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's writ ten 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 exempt ions as specified in the Contract data.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 as the case may be.

5.3 Services and Facilities

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

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

6.2 Contract Price

The Contract Price is set forth in the Contract Data.

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 Clause 2.4 a breakdown of the lump-sum price is provided in Price schedule.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond sixty (60) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.6.

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 connect ion with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 Any dispute arises between the Employer and the Service Provider in connect ion with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with sub clause 8.2.1 above, shall be finally sett led by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section V Contract Data

GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (e)	The contract Name is **Engagement of "production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector" – Sri Lanka Export Development Board (EDB)**
1.1 (h)	The Employer is **Chairman / CEO** **Sri Lanka Export Development Board (EDB)** **9th Floor, NDB EDB Tower** **No. 42 Nawam Mawatha,** **Colombo 02**
1.1 (m)	*The Member in Charge is [name of Member Leader of the Joint Venture].*
1.1 (p)	*The Service Provider is [insert name]*
1.4	Address are **i. Employer** **Sri Lanka Export Development Board (EDB)** **9th Floor, NDB EDB Tower** **No. 42 Nawam Mawatha,** **Colombo 02** **ii. Service Provider** …… ……
1.6 Authorized Representatives	The Authorized Representatives are: i. For the Employer: **Director General** **Sri Lanka Export Development Board (EDB)** **9th Floor, NDB EDB Tower** **No. 42 Nawam Mawatha,** **Colombo 02** **TP: 94 011 2300675** **Email: dg@edb.gov.lk** ii. For the Service Provider ……. ……. ……..

2.1	This Contract shall come into effect on the date of issuing Letter of Acceptance
2.2	**Starting Date** The Service Provider shall start carrying out the Services the date issuing the letter of acceptance, or at such other date as may be specified in the Contract Data.
2.3	**Intended Completion Date** As per the SOR.
2.4	**The Additional Services and Future Modifications** i) The Client (EDB) reserves the right, at any stage during the contract period, to request the Consultant to provide additional services, undertake expanded scope of work, or make modifications to the existing services, if such services are deemed necessary for the successful planning, implementation, and completion of "production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector" Any additional or modified services shall be formally communicated in writing by the Client, specifying the nature of the new requirement, expected deliverables, timelines, and performance standards. ii) The Consultant shall review the Client's request and submit a proposal within the stipulated time, outlining the methodology, resource allocation, timeline adjustments, and any financial implications associated with the additional services. iii) No additional or modified services shall be carried out by the Consultant without the prior written approval of the Client. All approved variations shall be executed through a Contract Amendment or Addendum, duly signed by both parties. iv) The financial adjustments (if any) arising from additional services or modifications shall be agreed upon mutually and incorporated into the contract using transparent and justifiable pricing methods, consistent with government procurement regulations.

	v) The Consultant shall ensure that the addition of services does not adversely affect the quality or timelines of the originally contracted tasks unless otherwise agreed by both parties
3.6.1	The liquidated damages rate is 0.2% per day The maximum amount of liquidated damages for the whole contract is 10% of Lack of performance Penalty/(ies) is the contract value of the relevant service.
3.7	**Performance Security**. A Performance Security, which is 10% of the contract price (without VAT) shall be submitted. The Performance Security should be paid in cash or by an unconditional Bank Guarantee from a bank approved by the Central Bank of Sri Lanka, valid until a date 28 days from the Completion Date of the Contract
6.4	The payment will be made on as per the SOR

SECTION VI – SCHEDULE OF REQUIREMENT AND APPENDICES

Refer Supplementary of Volume 02 for

SOR

Appendix A- Description of the Services.

Note:

Refer Section Volume 02, Section VI SOR

Appendix B—Schedule of Payments and Reporting Requirements

Note:

Refer Volume 02, Section VI SOR

a) **Expected Key deliverables and Time line**
b) **Terms of Payment**

Appendix C—Key Personnel.

Note:

Refer SOR Key Personal Requirement

Appendix D—Services and Facilities Provided by the Employer.

Note:

Refer SOR, Institutional Arrangements

Section VII – Contract Forms

Contract Agreement

THIS CONTRACT AGREEMENT is made
The …….. Day of……..., 2026.

BETWEEN

(1) Chairman, Sri Lanka Export Development Board (EDB) (hereinafter called "the Purchaser"), and
(2) **[insert name of Supplier**], a company incorporated under the laws of Sri Lanka and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Bidder").

WHEREAS the Purchaser **Accepted a Bid by the Bidder Invitation for Bids for "Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector" – Sri Lanka Export Development Board (EDB)**

Accepted a Bid by the Bidder for the Services as given in the price schedule (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement
   (b) Request for Proposal
   (c) Contract Data
   (d) Conditions of Contract
   (e) Terms of Reference (TOR)/ Schedule of Requirements
   (f) The Supplier's Bid
   (g) The Purchaser's Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
   In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder here by covenants with the **……**

4. And to remedy defects therein in conformity in all respects with the provisions of the Contract.
   The Purchaser hereby covenants to pay the Bidder in consideration of the **…….**

5. And the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed:

Designation:

Company Seal:

in the presence of [insert identification of official witness]

1…….. ……

(Name/Designation/ID) (Signature)

2…….. ……

(Name/Designation/ID) (Signature)

For and on behalf of the Service Provider

Signed:

Designation:

Company Seal:

in the presence of [insert identification of official witness]

1…….. …….

(Name/Designation/ID) (Signature)

2…….. ……

(Name/Designation/ID) (Signature)

Performance Security

[Note: the purchaser is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*
[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]
---------- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----------

* Beneficiary: **…….**
Date: ----------

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

We have been informed that ---------- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. **EDB/PU/NCB/2026/06** dated ---------- with you, for the **"Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector" – Sri Lanka Export Development Board (EDB)** (hereinafter called "the Contract").

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

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

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

_____

[Signature(s)]

1. Letter of Acceptance/ Notice of Contract Award

[On Client's Letterhead]

Letter of Acceptance / Notice of Contract Award

To:

[Name and Address of the Selected Consultant]

Date: [Issuing Date]

Contract No: EDB/PU/NCB/2026/06

Subject: "Procurement of service provider for production of a promotional video on Creative Industry in Sri Lanka focusing Giftware & Lifestyle and Handicrafts sector" – Sri Lanka Export Development Board (EDB)

Dear Sir/Madam,

We are pleased to inform you that your Proposal dated ***[Insert Proposal Date]*** for the above-mentioned consultancy, for a contract price of Sri Lankan Rupees ***[Insert amount in figures and words],*** exclusive of VAT, has been accepted.

Accordingly, you are instructed to proceed with the execution of the Contract in accordance with the terms and conditions outlined in the Request for Proposals (RFP).

The signing of the formal agreement shall take place at the Sri Lanka Export Development Board, 9th Floor, NDB EDB Tower, No. 42 Nawam Mawatha, Colombo 02, on or before ***[Insert Date as per RFP].***

Please be present at the above-mentioned venue on *[Insert Date]*, together with two witnesses and your company seal, for the execution of the Contract.

Failure to attend and sign the agreement by the stipulated date, or failure to submit the required documents, may result in action being taken in accordance with the Government Procurement Guidelines**.**

Should you require any further clarification, please contact the Procurement Officer, Sri Lanka Export Development Board, 6th Floor, NDB EDB Tower, No. 42 Nawam Mawatha, Colombo 02.

Telephone: [Insert Telephone Number]

Sincerely,

Chairman

Sri Lanka Export Development Board