



MINISTRY OF LABOUR AND FOREIGN EMPLOYMENT
SRI LANKA BUREAU OF FOREIGN EMPLOYMENT(SLBFE)



REQUEST FOR PROPOSALS

INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF MEDIA COMPANY TO EDUCATE THE GENERAL PUBLIC OF NEGATIVE CONSEQUENCES IN SEEKING FOREIGN EMPLOYMENT THROUGH INFORMAL CHANNELS AND RISK OF LEAVING FOR FOREIGN EMPLOYMENT THROUGH ILLEGAL CHANNELS.

CONTRACTNO:PR/02/41

NO 234
DENZIL KOBBAKADUWA MAWATHA
KOSWATTA
BATTARAMULLA

2022 November

MINISTRY OF LABOUR AND FOREIGN EMPLOYMENT

SRI LANKA BUREAU OF FOREIGN EMPLOYMENT



REQUEST FOR PROPOSALS (RFP)

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(TWO ENVELOPE METHOD)

CONTRACT NO: PR/02/41

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Sri Lanka Bureau of Foreign Employment invites sealed bids from the eligible and qualified Bidders for selection of a Media company to educate the community of human trafficking and safe migration through mass media and social media.
2. Eligible bidders Should be a registered limited liability Company with the Registrar of Companies under the Companies Act No. 07 of 2007 with a minimum of 5 year valid registration in the past from the date of closing of this bid. (Documentary evidence should be submitted in this regard. Certified copy of Business Registration Certificate (BRC) should be attached together with the Bid documents.
3. Bidder should provide the past experiences which performed with at least one (01) electronic, printed, social media stations for advertising in three languages - Sinhala, Tamil & English. (Documentary evidence should be submitted in this regard)
4. All Proposals shall be accompanied by a Bid Security of Rs.1,500,000/- in **cash** or by a **bank guarantee** and shall be valid from 05.12.2022 to 04.04.2023
5. The Contract period is twelve (12) months.
6. Bidding will be conducted through the National Competitive Bidding Procedure.
7. Interested Bidders may obtain further information on the Contract from the Manager – Procurement of SLBFE. (Tel. 011-2007585, 071-8697232, E-mail: mgr_procurement@slbfe.lk)

8. RFP document may be inspected during working days at the SLBFE Procurement Division, 2nd floor, No 234, Denzil Kobbakaduwa Mawatha, Koswatta, Battaramulla from 09:00 to 11:00 hours up to from 29.11.2022. to 04.12.2022. The RFP document could also be viewed on the Website of the SLBFE. (WWW.slbfe.lk)
9. A complete set of RFP document may be purchased by the interested Bidders from the procurement Division, 2nd floor, No 234, Denzil Kobbakaduwa Mawatha, Koswatta, Battaramulla on the submission of a written request on a business letter head upon making a non-refundable payment of Rs. 25,000/- in cash to the Cashier of the SLBFE 1st floor from 29.11.2022 to 04.12.2022 between 9:00 a.m. to 15:00 p.m. including Saturday and Sunday.
10. Sealed proposals addressed to **Chairman, Department Procurement Committee, C/o. Manager –Procurement, Procurement Division, 2nd floor, No 234, Denzil Kobbakaduwa Mawatha, Koswatta, Battaramulla** should be deposited in to the Tender Box placed at the **Procurement Division**, 2nd floor of the above address to be submitted on **or before 10:00 a.m on 05.12.2022**. Late Proposals will be rejected. Proposals will be opened immediately after the closing time and Bidders or their authorized representatives will be permitted to present the opening of bids/ proposals.
11. Bid shall be valid upto 04.04.2023.
12. The Department Procurement Committee reserves the right to reject any proposals/ bid without assigning any reason thereof and will not be liable to refund any expenses incurred directly or indirectly in connection with the preparation or submission of any Bid document. The decision of the DPC in this regard will be final.

**Chairman
Department Procurement Committee
Sri Lanka Bureau of Foreign Employment
No: 234, Denzil Kobbakaduwa Mw,
Koswatta,
Battaramulla**



“LOCAL SUPPORT FOR GLOBAL EMPOWERMENT”

SECTION – I

INSTRUCTIONS TO BIDDER

Section I. Instructions to Bidder (ITB)

A. General		
1. Scope of Bid	1. 1	<p>The Employer, as defined in the Bidding Data Sheet, invites bids for the project and Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.</p> <p>The successful Bidder will be expected to complete the performance of the Services by the intended completion Date provided in the Bidding Data.</p>
2. Qualification and Experience of the Bidder	2. 1	<p>All bidders shall provide in Section III, Form of Bid and Qualifications and Experiences Information, a preliminary description of the proposed work methods and schedule as necessary.</p> <p>If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:</p> <ul style="list-style-type: none"> (a) A brief description of the concept for the project and services. (b) Work plan and methodology; with an estimated timeline plan of the delivery. (c) List of projects and services performed in the last 05 years; (d) Experience in services of a similar nature during the last 05 years, and details of services under way of contractually committed; and names and address of clients who may be contacted for further information on those contracts; (Attach supporting documents) (e) Qualification and experience of key Staff proposed for the project and services; (f) List of major items of equipment proposed to carry out the project and services; (g) Audited Financial Statements for three (03) years (2019/2020/2021) <p>Any other if listed in the Bidding Data.</p>
3. Cost of Bidding	3. 1	The Bidders 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.
B. Bidding Documents		
4. Content of Bidding Documents	4. 1	<p>These set of bidding documents comprises the documents listed below:</p> <p>Volume I</p> <ul style="list-style-type: none"> • Section I. - Instructions to Bidder • Section IV - Conditions of Contract • Section VIII - Forms of Securities <p>Volume II</p> <ul style="list-style-type: none"> • Section II - Bidding Data Sheet • Section III - Forms of Bid and Qualification Information • Section V - Contract Data • Section VI - Employer's Requirements • Section VII - Price Schedule

5. Clarification of Bidding Documents	5.1	A prospective Bidder if require any clarification of the bidding documents may notify the Employer in writing.
C.Preparation of Bids		
6. Language of Bid	6.1	English.
7. Documents comprising the Bid	7.1	<p>The Bidder shall prepare one original set of the Technical proposal and one original set of the Financial proposal and clearly mark each</p> <p style="text-align: center;">A. ENVELOPE 01 “ORIGINAL - QUALIFICATION AND EXPERIENCE INFORMATION ”; and TECHNICAL PROPOSAL” and</p> <p style="text-align: center;">B. ENVELOPE 02 “ORIGINAL - FINANCIAL PROPOSAL “and”DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDER.</p> <p>The Envelope 1, marked as “QUALIFICATION AND EXPERIENCE INFORMATION” shall include the originals of the following:</p> <ul style="list-style-type: none"> I. Bid Security with cash deposit receipt or bank guarantee; II. Duly filled Schedules, “Qualification and Experience Information” ;(Schedule “a” to “g”) III. Other information listed in Bidding Data; and IV. Any other information, Bidder may wish to include <p>The Envelope 2, marked as “ORIGINAL OFFINANCIAL PROPOSAL” shall include the originals of the following:</p> <ul style="list-style-type: none"> (i) Duly filled and signed Bid Submission Form; (ii) Duly filled Priced Activity Schedule
	7.2	<p>The bidder shall prepare ;</p> <ul style="list-style-type: none"> a) One set of duplicate copies of the documents of “Technical Proposal” in separate envelop / cover as specified in 7.1 (A) i-iv and clearly marked them ; “Duplicate copy No.01 – Technical Proposal” and ; b) One set of duplicate copies of the document of “Financial Proposal” in separate envelop /cover as specified in 7.1 (B) i-ii and clearly marked them ; “Duplicate copy No.02- Financial Proposal” <p>The two covers with duplicate (a & b separately) shall then be sealed in a one Envelope. All inner and outer envelopes/covers shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address provided in the Bidding Data; (b) be mentioned name and identification number of the Contract as defined in in bidding data ; (c) be mentioned the bidder’s company name and the address

		<p>(d) be mentioned the tender heading ,date and the time</p> <p>In the event of any discrepancy between the original and the duplicate copies,</p> <p>The original and all duplicate copies of the Bid shall be typed or written in indelible ink and shall be signed or initialed by a person or persons duly authorized to sign on behalf of the bidder.</p> <p>Any amendments such as interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
8. Bid Prices	8.1	<p>The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the Priced Activity Schedules submitted by the Bidder.</p> <p>The Bidder shall fill in rates and prices for all items of the Services described in Employer's Requirements, Section VI and listed in the Priced Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.</p> <p>All duties, taxes, and other levies payable by the Service Provider under the Contract,</p>
9. Currency of Bid	9.1	The prices shall be quoted in Sri Lanka Rupees. (LKR)
10. Bid Validity	10.1	<p>Bids shall remain valid for the periods specified in the Bidding Data.</p> <p>In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 11 in all respects.</p>
11. Bid Security	11.1	The Bidder shall furnish a Bid Security in the amount and validity period as specified in the Bidding Data Sheet.
	11.2	<p>If a Bid Security is requested under sub-clause 11.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.</p> <p>The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 11.1.</p> <p>The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).</p> <p>The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 21; or (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the Contract; or furnish the required Performance Security

12. Format and Signing of Bid	1 2. 1	<p>The Bidder shall prepare one original and one duplicate copy of the documents comprising the Bids as described in Clause 7 of these Instructions to Bidders.</p> <p>The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.</p>
	1 2. 2	<p>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 cases such corrections shall be initialed by the person or persons signing the Bid.</p>
D. Submission of Bids		
13. Sealing and Marking of Bids	1 3. 1	<p>The outer envelope prepared in accordance with sub-clause 7.1 shall</p> <ul style="list-style-type: none"> (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 Bid opening as defined in the Bidding Data.
	1 3. 2	<p>In addition to the identification required in Sub-Clause 13.1, the envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.</p> <p>If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
14. Deadline for Submission of Bids	1 4. 1	<p>Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data Sheet.</p> <p>Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.</p>
15. Late Bids	1 5. 1	<p>Any Bid received by the Employer after the deadline prescribed in Clause 14.1 will be returned unopened to the Bidder.</p>
E. Bid Opening and Evaluation		
16. Bid Opening	1 6. 1	<p>The Employer shall open the Technical proposals in public in the presence of bidders or their representatives who choose to attend at the address, date and time specified in the Bidding data sheet.</p> <p>The Financial proposal will remain unopened and will be held in custody of the Purchaser until the time of opening of the financial proposal. The date, time, and venue of the opening of financial proposal will be advised in writing by the Purchaser. <u>If the Technical proposal and the financial proposal are submitted together in one envelope, the Purchaser may reject the Bid.</u> Alternatively, the financial proposal may be immediately resealed for later evaluation.</p> <p>Before opening the bids, the Purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of</p>

submission shall be returned to the concerned bidder unopened. The envelopes marked "MODIFICATION" shall be opened first, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out and recorded at bid opening shall be considered further.

All other envelopes holding the Technical proposal shall be opened one at a time, and the following read out and recorded:

- (a) the name of the bidder;
- (b) whether there is a modification;
- (c) the presence of a Bid Security
- (d) Any other details as the Purchaser may consider appropriate.
- (e) Any clarification

The bidders' representatives who are present shall be requested to sign an attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the Technical proposal opening conducted by the Purchaser.

The Employer shall prepare a record of the opening of Technical proposal that shall include, as a minimum: the name of the Bidder and whether there is a modification, or alternative offer; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

At the end of the evaluation of the Technical proposal, the Purchaser will invite bidders who have submitted substantially responsive Technical proposals and who have been determined as being qualified for award to attend the opening of the financial proposals. The date, time, and location of the opening of financial proposals will be advised by the Employer. Bidders shall be given reasonable notice of the opening of financial proposals.

The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Documents and return their financial proposals unopened.

The Employer shall conduct the opening of financial proposals of all Bidders who submitted substantially responsive Technical proposals, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser.

All envelopes containing financial proposals shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, including any discounts and alternative offers; and

		<p>(d) any other details as the Purchaser may consider appropriate.</p> <p>Only financial proposals, discounts, and alternative offers read out and recorded during the opening of Financial proposals shall be considered for evaluation. No Bid shall be rejected at the opening of financial proposals.</p> <p>The Employer shall prepare a record of the opening of financial proposals that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
17. Clarification of Bids	1 7. 1	<p>To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the responses shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 21.</p>
18. Examination of Bids and Determination of Responsiveness	1 8. 1	<p>Following the opening of Technical proposals, the Purchaser shall examine the Technical proposals to confirm that all documents and financial documentation requested in ITB 2.1 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid shall be rejected.</p> <p>Prior to the detailed evaluation of Technical proposals, the Purchaser will determine whether each Technical proposal:</p> <ul style="list-style-type: none"> (a) meets the qualification criteria defined in ITB Clause 2.1, where applicable; (b) has been properly signed; and (c) is substantially responsive to the requirements of the Bid Documents. <p>A substantially responsive Technical proposal is one which conforms to all the terms, conditions, and specifications of the Bid Documents, without material deviation, reservation or omission.</p> <p>A material deviation, reservation or omission is one:</p> <ul style="list-style-type: none"> (a) which affects in any substantial way the scope, quality, or performance of the Solution; <p>which limits in any substantial way, inconsistent with the Bid Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</p> <ul style="list-style-type: none"> (b) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	1 8. 2	<p>Following the opening of financial proposals, the Purchaser shall examine the financial proposals to confirm that all documents and financial documentation to determine the completeness of each document submitted. If any of these documents or information is missing, the bid shall be rejected.</p>

		<p>Prior to the detailed evaluation of Financial proposals, the Purchaser will determine whether each Financial proposal:</p> <ul style="list-style-type: none"> (a) meets the qualification criteria defined in ITB Clause 2.1, where applicable; (b) meets the other relevant requirements specified in the Bid Documents; (c) has been properly signed; and <p>Is accompanied by the Bid Security specified in ITB Clause 11.</p>
19. Evaluation of Qualification and Experience	1 9. 1	The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 18.
	1 9. 2	<p>At two-envelope procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 01 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point systems specified in Sub-Clause 19.3</p>
	1 9. 3	Each substantial responsive Bid will be given a score as described under Bidding Data Sheet . A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.
20. Evaluation of Financial Bid	2 0. 1	<p>After the evaluation of Envelope 01 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered non-responsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 02 – Financial Proposal' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening their envelope marked 'Envelope 02-Financial Proposal'. The notification may be sent by registered letter, or facsimile</p>
	2 0. 2	<p>The Envelope 02 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Proposal' are opened. Before evaluating the Financial proposal, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.</p>
	2 0. 3	<p>In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:</p> <ul style="list-style-type: none"> a) excluding provisional sums and the provision, if any; b) Correcting the arithmetical errors in-pursuant to Clause 21. c) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers. d) Applying any discounts offered by the Bidder. <p>The Employer reserves the right to accept or reject any variation, deviation, or alternative offer.</p>

		Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.
21. Correction of Errors	2 1. 1	Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic 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.
	2 1. 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 Sub-Clause 11.1
F. Award of Contract		
22. Award Criteria	2 2. 1	Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the quality and cost based evaluation bids .
23. Employer's Right to Accept to any Bid and Reject all bids	2 3. 1	Notwithstanding Clause 22, 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.
24. Notification of Award and Signing of Agreement	2 4. 1	The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	2 4. 2	The notification of award will constitute the formation of the Contract.
	2 4. 3	The Contract, in the form provided in the bidding document, will incorporate all agreements between the Employer and the successful Bidder.
25. Performance Security	2 5. 1	If requested in the Bidding Data sheet , Letter of Acceptance, the Successful Bidder shall deliver to the Employer a Performance Security in the amount by cash. Stipulated in the Bidding Data sheet , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
26. Advance Payment and Security	2 6. 1	The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a suitable bank guarantee acceptable by the Employer.

SECTION -II
BIDDING DATA SHEET

Bidding Data Sheets – Section II

Clause Ref.No.	Details
A -General	
ITB1.1	<p>The Procurement Entity's: Sri Lanka Bureau of Foreign Employment</p> <p>Address :No. 234,Denzil KobbakaduwaMawatha Koswatta, Battaramulla.</p>
ITB1.1	<p>The Name and identification number of the contract INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF MEDIA COMPANY TO EDUCATE THE GENERAL PUBLIC OF NEGATIVE CONSEQUANCES IN SEEKING FOREIGN EMPLOYMENT THROUGH INFORMAL CHANNELS AND RISK OF LEAVING FOR FOREIGN EMPLOYMENT THROUGH ILLEGAL CHANNELS.</p> <p>Contract No.PR/02/41</p> <p>The successful bidder should provide attractive and creative proposal with overall media plan and rollout planwith an estimated timeline of delivery.</p> <p>The media campaign should encompass the following.(Please include these items to Technical purposal envelop)</p> <ol style="list-style-type: none"> a. Electronic Media b. Printed Media c. Social Media d. Participatory programme e. Road Shows f. Bus/Vehicle branding g. Video documentary programme h. Truck Promotions i. A Web based platform for information regarding human trafficking. j. Theme song audio video for the campaign k. If any other (please specify) <p>The advertising and communication campaign should be comprehensively designed to cover all media platform.</p>
	<p>Theperiodofinitiation oftheproject and services should be started immediately with signing the agreement</p>
ITB 2.2	<p>Theinformation requiredfrombiddersinSub-Clause2.2 is:</p> <ol style="list-style-type: none"> a) A brief description of the concepts for the project and the services

	<ul style="list-style-type: none"> b) Workplan and methodology. c) Experience for more than five (5) years in relevant field. d) Qualifications and experience of key Staff proposed for the Contract. e) List of major items of equipment and facilities proposed to carry out the Contract (if any). f) Audited Financial Statements up to three (03) years. (2019/2020/2021) g) Client's References h) Samples of any past projects and services
<p>ITB5.1</p>	<p>Any clarifications or queries on the RFP document may be requested in writing not later than Two (02) days prior to the date of Submission of Proposals.</p> <p>The Address for requesting clarifications is: Manager – Procurement of SLBFE. (Tel. 011-2007585, 071-8697232 e-mail: mgr_procurement@slbfe.lk</p>
<p>ITB7.1</p>	<p>The Bidder shall prepare one original set of the Technical proposal and one original set of the Financial proposal and clearly mark each</p> <p style="text-align: center;">A. ENVELOPE 01 “ORIGINAL - QUALIFICATION AND EXPERIENCE INFORMATION ”; and TECHNICAL PROPOSAL” and</p> <p style="text-align: center;">B. ENVELOPE 02 “ORIGINAL - FINANCIAL PROPOSAL “and” DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDER.</p> <p>The Envelope 1, marked as “QUALIFICATION AND EXPERIENCE INFORMATION” shall include the originals of the following:</p> <ul style="list-style-type: none"> i. Bid Security or cash deposit receipt ; ii. Duly filled Schedules, “Qualification and Experience Information” ; (Schedule “a” to “g”) iii. Other information listed in Bidding Data; and iv. Any other information, Bidder may wish to include <p>The Envelope 2, marked as “ORIGINAL OFFINANCIAL PROPOSAL” shall include the originals and duplicate of the following:</p> <ul style="list-style-type: none"> I. Duly filled and signed Bid Submission Form; II. Duly filled Priced Activity Schedule <p>The bidder shall prepare ;</p> <ul style="list-style-type: none"> a) One set of duplicate copies of the documents of “Technical Proposal” in separate envelop / cover as specified in 7.1 (A) i-iv and clearly marked them ; “Duplicate copy No.01 – Technical Proposal” and ; b) One set of duplicate copies of the document of “Financial Proposal” in separate envelop / cover as specified in 7.1 (B) i-ii and clearly marked them ; “Duplicate copy No.02- Financial Proposal”

	<p>The two covers with duplicate (a & b separately) shall then be sealed in one Envelope. All inner and outer envelopes/covers shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address provided in the Bidding Data; (b) be mentioned name and identification number of the Contract as defined in bidding data sheet; (c) be mentioned the bidder's company name and the address (d) be mentioned the tender heading, date and the time <p>In the event of any discrepancy between the original and the duplicate copies,</p> <p>The original and all duplicate copies of the Bid shall be typed or written in indelible ink and shall be signed or initialed by a person or persons duly authorized to sign on behalf of the bidder.</p> <p>Any amendments such as interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p> <p>All inner and outer envelopes/covers shall be addressed to the Chairman, Department Procurement Committee, C/o Manager Procurement, procurement Division, Sri Lanka Bureau of Foreign Employment, No. 234, Denzil Kobbakaduwa Mawatha Koswatta, Battaramulla</p> <p>For hand delivery: Tender Box is placed at: SLBFE Procurement Division, 2nd Floor, No. 234, Denzil Kobbakaduwa Mawatha Koswatta, Battaramulla</p> <p>The name and the identification number of the Contract shall be as stated in Bidding Data 1.1 above.</p>
ITB10.1	<p>The period of Bid Validity shall be 120 days from the date of opening of Proposals until from 05.12.2022 to 04.04.2023.</p> <p>The amount of Bid Security shall be Rs.1,500,000/-</p>
ITB 11.1	<p>The Bid Security shall be valid until 04.04.2023, from the date of opening of the Proposals.</p> <p>The amount of bid security shall be Rs. 1,500,000.00 in cash or by a bank guarantee</p> <p>The bid Security should be unconditional Bank guarantee and should not be deviated from the format given in the Section VIII.</p> <p>The Bid Securities issued by the following agencies are acceptable.</p> <ul style="list-style-type: none"> (a) A Licensed Commercial Bank operating in Sri Lanka approved by Central Bank.
ITB 13.1	<p>The Employer's address for the purpose of submission of Proposals is;</p>

A	A brief description of the concepts for the project and the services	25	20
B	WorkPlanandMethodology with a estimated timeline plan of the delivery	20	15
C	ExperienceinSimilarAssignments	20	15
D	Qualifications and experiences of KeyStaff	10	06
E	Equipment,Facilities/TechnicalCapacityavailable withtheBidder	05	03
F	FinancialCapability	10	05
G	ClientReference	05	02
H	Sample Projects	05	04
	Total	100	70

Briefdescriptiononcriteriafortheevaluation

A. A brief description of the concepts for the project and the services.

The concept to be described according to the following pillars to be published through expected Media modes.

- Emotional theme to attention, the issued in hand.
- Content based on present day situations to aware about the fear factor, the issued in hand.
- Educating individuals who have to do the right things and right way in seeking the foreign employment.

B. WorkplanandMethodologywith an estimated timeline plan of the delivery

The determination will take into account the Bidder’s proposed approach to the work planand methodology, based on the scope of work, including the allocation of necessaryresources in providing the services and will evaluate Bidder’s ability to match theirproposal withtherequirementstipulated inthe Employer’s Requirement.

C. ExperienceinSimilarAssignments:

The determination will take into account the Bidder’s involvement in similar assignmentsinthe recentpastas given in2.1.

D. KeyStaff:

Only the key Staff proposed by the Bidder will be evaluated. Qualifications related to theContractand experience gainedbythe Staffwillbe considered.

E. EquipmentandFacilities/TechnicalCapacity:

Adequacy of the equipment proposed by the Bidder and the availability of resources andfacilitieswillbeevaluated.

F. FinancialCapability:

All financial aspects including the Annual

	<p>Turnover and other financial information/audited Financial Statements will be evaluated.</p> <p>G. Client's Reference: The references made by previous clients on the quality of the services provided by the Bidder and testimonials of the clients will be evaluated.</p> <p>H. Sample Projects The references indicated of "A" (brief description of the concepts for the project and the services, the Bidder should be prepared sample project)</p>
<p>ITB25</p>	<p>Performance Security</p> <p>Successful bidder should furnish a Performance Security equivalent to 10% of the total bid (excluding Tax) The amount of performance security shall be in cash or bank guarantee. It should be valid for 394 days from the issuing of the date.</p>
	<p>Special Notice</p> <p>If you failed to provide the service after awarding the Contact, The performance Security will be en - cashed in fully by the SLBFE without prior notice.</p> <p>The Financial Bids will be opened only the Bidders who will achieve the minimum qualification and experience requirement and score a minimum of 70 points or more.</p>

SECTION -III

FORMS OF BID AND QUALIFICATION INFORMATION

Qualification Information

Schedule A—A brief description of the concepts for the project and the services

(Please described in details)

Schedule B – Work Plan and Methodology

(Please attached work plan and methodology)

The Media Company is expected to refer “The risk of leaving for foreign employment through illegal channels” in the Employer’s Requirements in Section VI and develop a comprehensive Work Plan and Methodology to fulfill the requirements as specified below.

- Demonstrate an understanding of the thematic concept, advertising, brand objectives, and key communication objectives via media modes mentioned as at ITB 1.1
- Encapsulates thematic idea, advertising objective, and brand objective and enables communication objectives creatively communicate through the all media modes mentioned as at ITB 1.1.
- Deliver an overall presentation considering the above-mentioned requirements.
- Provide an estimated timeline of projects and services delivery.
- Please provide the under mentioned details

- Creative strategies
- Shooting schedule
- Music and graphics
- Planning on pre - media and post – media

Schedule C – Experience in Marketing Communication related Media for more than five

(5) Years including Experience in National Brand.

(Enclosed in envelop marked, “Envelope 1 – Qualification and Experience Information)

Note: The Bidder is required to provide examples on how you have supported other organizations to achieve similar Objectives.

Company Name	Company Representative's Contact Details (Please mention name, official E-mail address and telephonenumber)	Period of Experience	Description of Work Performed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

ScheduleD– Qualifications and experiences of KeyStaff and the details of sub-contractors

- ProposedServiceTeam(includingtheprofile)thatwillbenominatedtohandletheSLBFE requirementsduringthe Project and services.
- ProposedTeam:AccountDirector,CreativeDirector,ArtDirectorandCopywriter etc.Thestructure tbe providedalongwiththe credentials and CV’s.
- Belowmentioned positions of keystaffshould beincluded atthecurrentPayrolloftheOrganization if someone has hired to performed the service contractually it should be mentioned at the list.

Nameof Employee	AreaofExpertise	PositionAssigned	TasksAssigned	EPF/ PayCode Number
		AccountDirector		
		CreativeDirector		
		MediaDirector		
		Copywriter		
		Editor		
		ArtDirector		
		If any other...		

A brief description of the concept for the project and services

Schedule E – Equipment/Facilities

The Bidders shall provide all physical assets/equipment/facilities/technical capacity that could be utilized to perform the Project and service.

(Type, Platform, Capacity/Quality, Quantity etc.)

Availability of required facilities will be physically verified by the Employer during the evaluation if necessary.

Type	Capacity	Quantity	Possession of the Asset/Equipment	
			Owned	Hired

Schedule F – Client’s Reference
(Enclosed in envelop marked, “Envelope 1 – Qualification and Experience Information)

Attach the testimonials given by the clients, making references on the services executed by the Service Provider

Annual Turnover of the Company

Description	2021/2020(Mn) (LKR)	2020/2019(Mn) (LKR)	2019/2018(Mn) (LKR)
Turnoverfrom Contracting			
FixedAssets(FA)			
Current Assets (CA)			
Current Liabilities (CL)			
Non-Current Liabilities(NCL)			
Net Profit (Before Taxation)			

FORM OF BID

FORM OF BID

To: Chairman, Department Procurement Committee
Sri Lanka Bureau of Foreign Employment
No:234, DenzilKobbakaduwa Mw
Koswatta, Battaramulla

INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF MEDIA COMPANY TO EDUCATE THE GENERAL PUBLIC OF NEGATIVE CONSEQUENCES IN SEEKING FOREIGN EMPLOYMENT THROUGH INFORMAL CHANNELS AND RISK OF LEAVING FOR FOREIGN EMPLOYMENT THROUGH ILLEGAL CHANNELS.

We, the undersigned, having read and fully acquainted ourselves with the contents of the “**Information and Instructions to Bid and Terms and Conditions of Bid**” pertaining to the above Bid, do hereby undertake for procurement of Educate the community of human trafficking media campaign

01. SLBFE’s services are the service to therein, in accordance with the aforesaid instructions. The details of the Bid Price are given in the accompanying Price Schedules.
02. We confirm that this offer shall be open for acceptance until and that it will not be withdrawn or revoked prior to that date.
03. We attach hereto the following documents as per part of our Bid:
 - i. Price Schedule
 - ii. Documentary evidence to establish eligibility to bid
 - iii. Bid Security
 - iv. Documentary evidence to establish qualifications for the performance of the Bid
 - v. Any other relevant documents
04. We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any Bid or part of a Bid without assigning any reason thereof.

We undertake to adhere to the delivery details of procurement of invitation to submit proposals for selection of media company to educate the general public of negative consequences in seeking foreign employment through informal channels and risk of leaving for foreign employment through illegal channels.

05. Our Bank Reference is as follows:

Signature of the Bidder :

Name of Bidder :

Address :

Telephone :

E-mail :

Fax :

Date :

Company Seal :

SECTION -IV
CONDITIONS OF CONTRACT

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) “ Priced 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 whose Bid to provide the Services has been accepted by the Employer;
- (i) “ Service Provider’s Bid” means the completed bidding documents submitted 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.

1.3 Applicable Law:

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

1.4 Language

This Contract has been executed in English Language.

1.5 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.

1.6 Location

The Services shall be performed at such locations as are not so specified, at such locations, as the Employer may approve.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required 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 Effective ness of Contract

This Contract shall come into effect on the date the Contract is signed by either party 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 with the date of signing the agreement.

2.3 Intended C ompletion 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 Force Majeure

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 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.

2.6 Extension of Time

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

2.7 Payments Payments shall be made within thirty (30) days of receipt of the invoice and the relevant documents

2.8 Termination

By the Employer
:The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (60) 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 becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) If the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause

3.8. and the Contract Data.

- (f) If the Employer, in its sole discretion, decides to terminate this Contract.
- (g) 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 or
- (h) If the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue.

By Service Provider

- (a) 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.
- (b) Upon termination of this Contract the Employer shall make the following payments to the Service Provider:
 - (c) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

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 Contract or to the Services, as faithful advisers to the Employer.

3.3 Service Providers' Actions Requiring Employer's Prior Approval

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

- a. entering into a related work of any part of the Services,
- b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c. changing the Program of activities; and

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

3.4 Reporting Obligations

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

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

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.6 Liquidated Damages

Payment of Liquidated Damages

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

3.8 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 Clause 6.5.

3.9 Performance Security

The Service Providers 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 394 days from the Completion Date of the Contract.

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 schedule D are hereby approved by the Employer.

4.2 Removal and/or Repla cement 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 groundst hereof, 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 CC.

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 E.

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 costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A.

6.2 Contract Price

The Contract Price is set forth in the Contract Data.

6.3 Payment for Additional Services and Performance Incentive Compensation

For the purpose of determining the remuneration due for additional Service as may be agreed a breakdown of the lump-sum price is provided in Appendix D.

6.4 Terms and Conditions of payment

6.5 Invoicing for Payments Payments will be made to the Service Provider and according to the paymentschedule stated in the Contract Data. Unless otherwise stated in, the ContractData,firstpaymentsshallbemadeagainstthe provisionbytheServiceProviderof a bank guarantee for the same amount, and shall be valid for the periodstatedinthe ContractData.

The Employer shall make the payments on job wise and on review of the progress of work performed by the Service Provider. Payments on job wiseshall be made upon receipt of the invoices during the specific time period asstatedin ContractData.

7. Quality Control

7.1 Identifyin gDefects TheEmployershallchecktheServiceProvider'sperformanceandnotifyhimofanyDefec tsthatarefound.SuchcheckingshallnotaffecttheServiceProvider'sresponsibilities.

7.2 Correction ofDefects, andLack ofPerformanc ePenalty

- (a) The Employer shall give notice to the Service Provider of any Defects beforethe end of the Contract. The Defects liability period shall be extended for aslongasDefects remain tobecorrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct thenotifiedDefectwithinthelength oftimespecifiedbytheEmployer'snotice.
- (c) If the Service Provider has not corrected a Defect within the time specified inthe Employer's notice, the Employer will assess the cost of having the Defectcorrected, the Service Provider will pay this amount, and a Penalty for LackofPerformance calculatedasdescribedin clause3.8.

8. SettlementofDisputes

8.1 AmicableSettle ment ThePartiesshallusetheirbesteffortstosettleamicablyalldisputesarisingoutoforinconn ection withthis Contract or itsinterpretation.

8.2 Dispute Settlement This would govern and construed under the lows of Sri Lanka.

9. Duration of the Agreement

9.1 This agreement shall be valid for a period of one (01) year.

Agreement

THIS AGREEMENT is made

the.....day of....., 2022.

BETWEEN

- (1) Sri Lanka Bureau of Foreign Employment duly incorporated under the Sri Lanka Bureau of Foreign Employment Act no. 21 of 1985, having its registered office at No. 234, Denzil Kobbakaduwa Mawatha, Koswatta, Battaramulla (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 media company to educate the general public of negative consequences in seeking foreign employment through informal channels and risk of leaving for foreign employment through illegal channels and has accepted a Bid by the Bidder for the media campaign 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 this agreement.
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Media work plan and methodology with an estimated timeline plan of delivery.
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) Performance bond or receipt of the cash deposit
 - (h) Payment Plan
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.
4. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder here by covenants with the purchaser to perform the media campaign.
5. The Purchaser hereby covenants to pay the Bidder in consideration of the procurement of media campaign as per, 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.

- 6. The Employer owns the copy rights of all new creations/ designs/ portraits/ banners/ songs/ music/ films/ documentaries/ advertisements ... etc develop or create under this agreement. The Service Provider is responsible for not misusing anyone else's intellectual for this media campaign. If such a legal issue arises, all the responsibilities should be borne by the service provider.
- 7. This agreement shall be valid for a period of one year from to

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)

Section V.
ContractData

Section V. Contract Data

GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1(c) The Contract name is Request for Proposals—**INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF MEDIA COMPANY TO EDUCATE THE GENERAL PUBLIC OF NEGATIVE CONSEQUENCES IN SEEKING FOREIGN EMPLOYMENT THROUGH INFORMAL CHANNELS AND RISK OF LEAVING FOR FOREIGN EMPLOYMENT THROUGH ILLEGAL CHANNELS.**

1.1(e) The Employer is: **Sri Lanka Bureau of Foreign Employment**

1.1(h) The Service Provider is

1.4 The addresses are:

Employee Address:

**No. 234, Denzil Kobbakaduwa Mawatha
Koswatta, Battaramulla**

Attention: Manager - Procurement
Tele: 011-2887585
E-mail: mgr_procurement@lbfe.lk
Mobile: 071-8697232

Service Provider:
Attention: Tele:
Facsimile:
E-mail:

1.6 The Authorized Representatives are: Chairman of SLBFE for the Employer:

For the Service Provider:

The date on which this Contract shall come into effect is

The Service Provider shall commence the stipulated work within
01 days from the date of Letter of Acceptance and the Performance Security shall be submitted within
3 days from the date of Letter of Acceptance.

The Starting Date for the commencement of Services is with signing of the agreement.

3.3 The Service Provider shall not use any content, material, document, creative designs or Software created and developed for the employer, for any other purposes, without prior written consent of the Employer.

The Service Provider shall transfer the work performed during the Contract Period to a person designated by the Employer prior to the expiration of the Contract.

3.8 The liquidated damages rate is 0.5 percent (0.5%) per day of the Contract Price.

The maximum amount of liquidated damages for the whole Contract is 10% of the Contract Price. The total amount should not be exceeded more than 10 percent (10%) of the final Contract Price.

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of Performance Penalty/(ies) is 20 percent (20%).

The Service Provider shall be paid in Sri Lankan Rupees, based on the rates given in the Priced Activity Schedule and on the certification of the Management of SLBFE (Employer). Such payments shall be made entirely on the work completed/performance under the review period as specified in Bid

3.9 If required, an Advance Payment of maximum 20% from the total Contract Price shall be paid on the request of the Service Provider against the submission of a Bank Guarantee and it will be deducted from interim payment in four equal installments as follows.

First interim payment of 25% of the contract value will be made based on the certified work by the employer upon deduction of 25% of the advance made.

Second interim payment of 25% of the contract value will be made based on the certified work by the employer upon deduction of 25% of the advance made.

Third interim payment of 25% of the contract value will be made based on the certified work by the employer upon deduction of 25% of the advance made.

Final payment of 25% of the contract value will be made based on the certified work by the employer upon deduction of 25% of the advance made.

Further, All payments mentioned above will be made in accordance with the work performed based on the activities of the Priced Activity Schedule, subject to the certification by the Employer that the Services have been rendered satisfactorily, pursuant to the performance indicators during the period under review as per the work plan.

Progress payments shall be made within 30 days of receipt of the invoice and the relevant documents.

Appendices

Appendix A – Description of the Project and Services

The Media Company shall provide a detailed description of the project and services to be offered including the dates for completion of the various tasks and the work schedules for the project of Selection of a media company for the SLBFE by considering the following key activities.

1. The media company shall make themselves fully aware and familiarize themselves with a thorough understanding of the Employers' Requirements (Section VI) and demonstrate an understanding of communication objectives and concepts further the thematic nature of the project and the process of reading the communication challenges that would need to be addressed and demonstrate how to address these issues and how they are best positioned to help the SLBFE overcome these, using the scope of work provided as a guide.
2. The Media company has to provide creative strategies, shooting schedule, planning on pre-media and post media, music and graphics and on how it addresses the key theme and the communication objective way forward on target group.
3. The Media company shall, during the project period, required and in consultation with the SLBFE, adjust the original Work Plan and Methodology presented to perform tasks given in Section VI of Employer's Requirements and Scope of Work, to ensure that it is aligned exactly to the required purpose and output required.

Appendix B – Schedule of Payments and Reporting Requirements

Schedule of Payments

1. Payments to the Service Provider shall be made entirely on the performance under the review period of the Contract. Performance of work will be defined as the achievement of agreed deliverables within the agreed timelines and agreed quality, and on the work certified by the Management of the SLBFE as per the rates given in the Priced Activity Schedule in Section VII.
2. The progress of the Service Provider is reviewed weekly by the SLBFE on the work performed according to the Work Plan & Methodology presented by the Service Provider in Section II - Bidding Data (Qualification Information).

Reporting Requirements

1. The Service Providers shall designate a dedicated Account Director/Manager and Team for continuous commitment and reporting to the SLBFE.
2. The Service Providers shall report all activities under the Contract for prior approval of the Management of the SLBFE.

Appendix C – Key Personnel and Sub Contractors

The detailed list of Key Personnel and the Subcontractors submitted by the Service Provider to perform the Contract shall be approved by the Employer.

Appendix D – Breakdown of Contract Price

1. The Service Provider shall provide a detailed breakdown of the total Contract Price as per the Priced Activity Schedule. (Section VII)
2. The prior approval of the Management of the SLBFES shall be obtained by the Service Provider for any additional work and for the payments not mentioned in the Priced Activity Schedule.
3. Payments to the Service Provider under this Contract shall be made in accordance with the terms of the Contract.

Appendix E – Services and Facilities Provided by the Employer

1. The Employer shall provide access to the information required for the designing and development of work of the Service Provider.

Section VI
Employer's Requirements

Section VI. Employer's Requirements

1. Background

The Sri Lanka Bureau of Foreign Employment (SLBFE) was established under the provisions of the Parliament Act No. 21 of 1985 which was subsequently amended by the Act Nos. 4 of 1994 and 56 of 2009. The SLBFE is the regulatory authority for the foreign employment sector in Sri Lanka. It is now functioning under the purview of the Ministry of Labor and Foreign Employment.

Labour Migration is an important factor for the human development of Sri Lanka. Currently the number of Sri Lankans are working overseas is approximately 1.0 million all over the world. Being a major source of foreign exchange earnings providing a substantial cushion against the widening trade gap and thereby enhancing the external sector resilience of the country. Being a major source of foreign exchange earnings, workers' remittances have covered around 80 per cent of the annual trade deficit, on average, over the past two decades.

In the reason past the media has published the incidence of individuals who had been stranded in overseas and it would be a result in increasing number of women being trapped in to slavery due to human trafficking in persons. It is reported on a daily basis that young men and women who go abroad on tourist Visas in search of work are more often subjected to serious persecution in those countries and it is a serious threat to their lives as well as to the reputation of the country.

Unlicensed agencies that are operating as a mafia are abusing tourist Visas to send Sri Lankan women who fail to meet the criteria for a domestic and unskilled employment to the Middle East for Foreign Employment. In this situation no one is held accountable for the issues face by the women who went for employment illegally.

All this is happening as a part of human trafficking and smuggling in locally and internationally. SLBFE has decided to educate the general public of negative consequences in seeking foreign employment and encouraged them to find foreign employment through legal channels.

2. Scope of Work (Media Brief)

The SLBFE seeks a Media company that specializes in creative, design, and producing to educate the general public of negative consequences of seeking foreign employment through illegal channels and risk of leaving for foreign employment on visit/tourist Visas, as well as to aware them regarding human trafficking and safe migration through mass and social media.

The Media Company is expected a brief description of the concepts for the project and services highlighting the risk of leaving for foreign employment through illegal channels and to develop a comprehensive Work Plan and Methodology to fulfill as per the requirements of SLBFE.

Media company needs to contribute beyond emotional theme to attention, Content based on present day situations to aware about the fear factor, the issues in hand.

Educating individuals who have to do the right things and right way in seeking the foreign employment. conventional Media activities. It is the work of a strategic partnership with the SLBFE that will bring a compelling story of trust, respect, and assurance to the community.

Theme: **“Safe foreign employment ”**

Corporate Communication Objective: **“Create a peaceful mind set of migrant worker”**

Communication Objective: **“Combatting Human Trafficking in person and safe migration”**

It is important to note that very high standards of outcome are expected with respect to the services specified as below;

I. Creative Strategies

Developing a creative strategies for all image-building campaigns that will be applied.

II. The Shooting Schedule

Provide the time and date schedule on a weekly basis for a one-month period.

III. Planning on Pre-Media and post-Media

Provide a schedule that aligns with the storyboard dummy and shooting schedule.

IV. Music and Graphics

Explain the usage of the music and graphics with the theme, communication, advertising, and brand objectives.

Section VII.
Price schedule

Section VII. Price schedule

Price Schedule

Sri Lanka Bureau of Foreign Employment

The bidders should submit the prices for the procurement to educate the General Public for negative consequences of seeking Foreign Employment through informal channels and risk of leaving for foreign Employment through illegal channels, by using below mentioned format.

Name of Bidder

Bid Number PR/02/02-41

Mode	Details of the Proposal (Technical and Financial) (Please attach a detailed plan in a separate paper)	Cost (Excluding Taxes) (LKR)	SSCL 2.5% (LKR)	VAT (LKR)	Cost (Including Taxes) (LKR)
Audio & Electronic Media					
Printed Media					
Social Media					
Participatory programme					
Road Shows					
Bus/Vehicle branding					
Video documentary programme					
Truck Promotions					
A Web based platform regarding human trafficking					
Theme song audio video for the campaign					
Any other (Pls. specify)					
Total Cost					

Total cost including taxes in words:-

.....

I/We agree to provide Media Campaign to educate the general public of negative consequences in seeking foreign employment through informal channels and risk of leaving for foreign employment through illegal channels.

The above project and Services on SLBFE's given in the above and under no circumstances, will a request be made to increase the agreed price.

Duly authorized to sign the Bid for and on behalf of:

Name :

Designation :

Signed :

Date:

Section VIII

Forms of Securities

Annex B Form: Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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

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

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

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or show grounds or reasons for your demand for the sums 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 Contractor 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 394 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Annex C Form: Bank Guarantee for Advance Payment

To: The Chairman
No 234,
Sri Lanka Bureau of Foreign
Employment
Denzil Kobbakduwa Mawatha
Koswaththa
Battramulla

Media Company for Educate the General Public for negative consequences of seeking Foreign Employment through informal channels and risk of leaving for foreign Employment on visit / tourist Visas.

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contractor of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* 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 remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Your truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date:

