INDUSTRIAL DEVELOPMENT BOARD OF CEYLON

Ministry of Industry and Entrepreneurship Development

Procurement of Service
Under
National Competitive Bidding Procedure

SELECTION OF CREATIVE & ADVERTISING AGENCY FOR THE i5 INDUSTRY EXCELLENCE JOURNEY & AWARDS 2026

Date of the Event: 16th December 2026

Bid Number – T/18/2026

Bid Submitted by:-

Company Name : ……..…….

Assistant Director – Supplies
Industrial Development Board of Ceylon,
No 615, Galle Road, Katubedda, Moratuwa,
Sri Lanka
011 – 2607004
011 – 2605326, 7
supplyidb@gmail.com

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Section I : Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

1. Scope of Bid

1.1 The Purchaser indicated in the **Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods/ Services and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

1.3 The successful Bidder will be expected to perform on Date **provided in the BDS.**

2. Source of Funds

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

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that

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a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

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

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

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

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .

4.4 Foreign Bidder may submit a bid only if so stated in the in the BDS.

5. Eligible Goods/ Services and Related Services

5.1 All Goods/ Services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the of such standards the Goods/ Services supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

6. Section of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all section indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I : Instructions to Bidders (ITB)
- Section VI : Conditions of Contract (CC)
- Section VIII : Contract Forms

Volume 2

- Section II : Bidding Data Sheet (BDS)
- Section III : Evaluation and Qualification Criteria
- Section IV : Bidding Forms
- Section V : Schedule of Requirements
- Section VII : Contract Data
- Invitation For Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods/ Services and Related Services conform to the Bidding Documents; (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and (e) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

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14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the Goods/ Services it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
(a) on components and raw material used in the manufacture or assembly of Goods/ Services quoted; or
(b) on the previously imported goods of foreign origin
(ii) However, VAT shall not be included in the price but shall be indicated separately;
(iii) the price for inland transportation, insurance and other related services to deliver the Goods/ Services to their final destination;
(iv) the price of other incidental services .

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods/ Services and Related Services

17.1 To establish the conformity of the Goods/ Services and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods/ Services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods/ Services and Related Services, demonstrating substantial responsiveness of the Goods/ Services and Related Services to the technical specification, and if

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applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods/ Services during the period if specified in the BDS following commencement of the use of the goods/ Services by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods/ Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods/ Services to supply these Goods/ Services;

(b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

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

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution; (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

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(f) remain valid for the period specified in the BDS

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB SubClause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as **"ORIGINAL."** In addition, the Bidder shall submit a copy of the bid and clearly mark it as **"COPY (Duplicate)."** In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL" and "COPY (Duplicate)."** These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents

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in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1..

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid

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opening except for late bids, in accordance with ITB Sub-Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods/ Services and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents. It shall be rejected by the purchaser and may not subsequently be made responsive by the Bidder by

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correction of the materials deviation, reservation or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB SubClause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

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32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3 (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors sted in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods/ Services and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one

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Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods/ Services and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and confirming the Client's intention to award him the Contract. The notification letter (hereinafter and in the Conditions of Contract and contract forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods/ Services (hereinafter and in the conditions of contract and contract forms called "the Contract price")

41.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 41.1, requests in writing the grounds on which its bid was not selected or any other information related to the names and evaluated prices of other bidders. The Client shall inform the Notification of Intention to Award to the successful Supplier. Notification of Intention

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to Award shall contain, at a minimum, the following information:

(a) the name and address of the Supplier who presented the best Bid;

(b) the bid price of the successful Bid;

(c) the expiry date of the Standstill Period;

(d) and instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

41.3 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended. The Standstill Period commences the day after the date the Client has published his intention to award. Upon expiry of the Standstill Period, specified in the Notification of Intention to Award or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a request to the successful Bidder to sign the draft negotiated Contract within fifteen (15) Business Days from the date of receipt of such notification

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

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

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Section II : Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	**The Purchaser is:** Industrial Development Board of Ceylon, No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka
ITB 1.2	**The name and identification number of the Contract :** Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 – T/18/2026
ITB 1.3	Creative & Advertising Agency Services shall be provided as required in the Bidding Document (According to the attached BOQ)
ITB 2.1	The source of funding is GOSL
ITB 4.4	Foreign bidders are directly not allowed to participate in bidding. Only local argents can participate in bidding.
	B. Contents of Bidding Documents
ITB 7.1	The Purchaser's address is: **Attention :** Chairman, Department Procurement Committee (Major) **Address :** Industrial Development Board, No. 615, Galle Road, Katubedda, Moratuwa. **Telephone :** 011 2607004 **E mail address :** supplyidb@gmail.com
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents • Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, shareholders, authorized signatories, capital, the director and ongoing contracts; • Declaration on Non-Collusion and Multiple Bids / Proposals (Ref. Section IV-E). • Complete Bidding Documents stamped and initialed on all pages. • Any addenda issued pursuant to ITB 8 of the Instructions to Bidders. • Copy of receipt of Purchase of Bidding Documents. • Power of Attorney or Board Resolution or Other legally valid authorization letter of Signatory of Bid. • Copy of certificate of Business Registration. • VAT certificates issued by the Inland Revenue Department, in case the bidder is registered. • Information on litigation, if any (History and Pending litigation). • Relevant documents stated in the "Section III : Evaluation and Qualification Criteria" & "Section V (C) : Technical Specifications (BOQ)".
ITB 13.1	Alternative and optional bids are not permitted

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ITB 15.1	The bidder shall quote the local expenditure in Sri Lankan Rupees.
ITB 19.1	The **bid shall be valid** until **21/01/2027.** (77 days from the date of bids closing)
ITB 20.1	**Bid Security** 1. The Bid Security shall be in the form of a **Bank Guarantee** or a **Refundable Cash Deposit**. 2. Where a Bank Guarantee is provided, the Bid shall include a Bank Guarantee issued in the form specified in "Section IV (C) – Bid Security (Guarantee)". The **Bank Guarantee shall be an unconditional, irrevocable, and payable-on-demand guarantee**. 3. The Bank Guarantee shall be issued by a **licensed commercial bank approved by the Central Bank** of Sri Lanka and operating in Sri Lanka.
ITB 20.2	Bid Security Amount**: Rs. 75,000.00** (excluding VAT, contingencies and provisional sums) The **bid shall be valid** until **18/02/2027.** (Bid validity period of 77 days from the date of bids closing + 28 days = **Bid Security period of 105 total days** from the date of bids closing)
	D. Submission and Opening of Bids
ITB 22.2 (c)	Bids including supporting documents, must be submitted in one sealed envelope bearing only a) The address of the purchaser as per ITB 23.1 b) **Name of this procurement:** Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 – T/17/2026 **Outer Envelope –** Name of supply to be written in top left corner of Outer Envelope **Inner Two Envelope –** ORIGINAL & COPY (Duplicate) to be marked on top of each envelope name of Bidders / JV, Company. Bid number & Name should be mark in both ORIGINAL & COPY (Duplicate) envelopes
ITB 23.1	The Purchaser's address is **Attention:** Chairman, Department Procurement Committee (Major) **Address:** Industrial Development Board of Ceylon, No. 615, Galle Road, Katubedda, Moratuwa. The Deadline for the submission of bids is **05/11/2026 at 11.30 A.m.**
ITB 26.1	The bid opening shall take place at: **Board Room of Katubedda IDB Head Office** **Address:** Industrial Development Board of Coylon, No. 615, Galle Road, Katubedda, Moratuwa. Date **05/11/2026 at 11.30 A.m.** Bidders shall not have the option of submitting their bids electronically.
	E. Evaluation and Comparison of Bids

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Section III : Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in ita lics]

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1. Evaluation Criteria [ITB 35.3 (d)]

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub -Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

(a) Delivery schedule

The Goods specified in the List of Goods are required to be delivered within the acceptable time range specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest time, and bids offering delivery after the final time shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery time" specified in Section VI, Delivery Schedule.

(b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the Contract Data.

(c) Cost of major replacement components, mandatory spare parts, and service.

(Not applicable)

2. Evaluation Criteria (ITB 35.4)

Total marks 100

(*To be completed by the bidder and submitted relevant documents with the Bid)*

No	Description	Eligibility Requirement	Bidders Qualification
1	**Company information**		
1.1	Name of Bidder/Company	Registered as company (Attach relevant documents for proof and details of Directors also to be submitted)	
1.2	Registration Number		
1.3	Legal Status/Nature		
1.4	Authentication of Signatory		
1.5	Office Address		
1.6	Telephone		
1.7	Fax		
1.8	E-mail address		
1.9	VAT number		

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1.0	**Past experience for similar nature National Awards events / National events - Marks 40**		
1.1	Past experience for Creative Advertising Campaigns for National Level Awards events or similar National events	Min of 10 years of experience in the relevant field. (Attach certified copies of previously completed National level events/ National events in last 10 years including Tender awarding letters, Invoices, Customer letters in their official letterheads) If they are sub-contracting events, please provide sub-contracting offer letters including certified copies of the above mentioned documents. Marks will not be given for printed photos. International events will also be considered as national level events Customer reference - Provide a certified copy - list of awards events/or similar events, names of the events, dates with year conducted, venues, no of audience, customer names with reachable contact details (Name, designation, mobiles, official address) etc.	**Max 30 marks**
1.2	Work of similar nature National level awards/events completed & value during last 10 years	Minimum 4 number of national level award events/ national events completed during last **10 years** which was value of minimum **Rs 4 Mn** for each. (Attach certified copies)	**Max 10 marks**
2.0	**Financial Capability - Marks 30**		
2.1	Audited Financial Accounts of last **three** years 2023-2025	Attach certified audited account documents (External auditor need to be certified)	**Max 10 marks**
2.2	Company average annual turnover in year 2025 , 2024 and year 2023	Minimum of **Rs.30 Mn** (Attach certified documents)	**Max 10 marks**
2.3	Capability of Working capital	**Min. Rs 4 Mn** - Certified copy by the bank for Bank statements, TOD / POD	**10 marks**
3.0	**Technical capacity - Marks 20**		
3.1	Relevant list of Equipment	Attached certified list of relevant equipment owned by the company or names of sub-contractors with relevant supporting documents	**Max 10 marks**
3.2	Qualification & experience of the staff assigned to this event.	Attach certified documents with the qualifications of key positions of the staff with CVs and relevant experience 1.Bachelor / Diploma levels for Creative advertising Manager with minimum 3 years' relevant experience 2.Professional videographer – CV (if subcontract please mention) 3.Graphic designers and necessary staff - CVs	**Max 10 marks**

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4.0	**Work plan - Marks 10**		
4.1	Proposed Event Creative concept, media and advertising Plan of i5 Industry Excellence Awards 2026	This is a compulsory document. Attach certified copy. Including Time, Tasks, Activities and Responsible person/team, two creative concepts	**Max 10 marks**

3. Multiple Contracts (ITB 35.5)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall

(a) take into account:

(i) the lowest-evaluated bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

4. Post Qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

i.	**Financial statements**	:	Audited financial statements for the last 3 financial years, where applicable.
ii.	**Annual turnover**	:	Evidence of average annual turnover from the supply of goods during the last 3 years.
iii.	**Financial resources**	:	Bank statements, bank confirmation, or an available credit facility, if required.
iv.	**Financial viability**	:	Financial statements or other evidence demonstrating the bidder's financial capacity.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- **Past experience for Creative Advertising Campaigns for National Level Awards events or similar National events**

  Min of 10 years of experience in the relevant field.
  (Attach certified copies of previously completed National level events/ National events in last 10 years including Tender awarding letters, Invoices, Customer letters in their official letterheads)

  If they are sub-contracting events, please provide sub-contracting offer letters including certified copies of the above-mentioned documents.

  Marks will not be given for printed photos.
  International events will also be considered as national level events.

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Customer reference - Provide a certified copy - list of awards events/or similar events, names of the events, dates with year conducted, venues, no of audience, customer names with reachable contact details (Name, designation, mobiles, official address) etc.

- **Work of similar nature National level awards/events completed & value during last 10 years.**
  Minimum 4 number of national level award events/ national events completed during last 10 years which was value of minimum Rs 4 Mn for each. (Attach certified copies).

- **Qualification & experience of the staff assigned to this event.**

  Attach certified documents with the qualifications of key positions of the staff with CVs and relevant experience

  (i) 1.Bachelor / Diploma levels for Event Manager with minimum 3 years' relevant experience
  (ii) 2.NVQ levels for technical staff (minimum 1 person)
  (iii) 3.Professional photographer, videographer - Need experience with event coverage for awards event/similar events (if these positions outsourcing, please confirm these positions – subcontracting)

- **Relevant list of Equipment**

  Attached certified list of relevant equipment owned by the company or names of sub-contractors with relevant supporting documents – Sound systems, LED walls, stage, carpets, Lightning systems, electrical accessories, etc. Attach proof documents for owned equipment. (Attached list of relevant equipment as owned by company or sub-contracting. Need to be certified by bidder – Table 1)

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

(Not Applicable)

5. Domestic Preference (ITB 34.1)

(Not Applicable)

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Section IV : Bidding Forms

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IDB Web Publish Sample

Section IV (A) : Bid Submission Form

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

Date: ……

No.: ……

To: **Chairman,**
Industrial Development Board of Ceylon,
No. 615, Galle Road, Katubedda, Moratuwa.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda

No.: ……*[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services. **Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 – T/18/2026**

(c) The total price of our Bid without VAT, including any discounts offered is:

……

……

……

[insert the total bid price in words and figures];

(d) The total price of our Bid including VAT, and any discounts offered is:

……

……

……

[insert the total bid price in words and figures];

(e) Our bid shall be valid for the period of 91 days, from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

……

……

*[Clearly Mention the **Bid Validity Period** in words and figures];*

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 21 and CC Clause 17.1 for the due performance of the Contract;

(g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

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(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

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

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

_____

[insert complete name of Bidder]

Dated on _____day of _____, _____*[insert date of signing]*

Company Seal: _____

IDB Web Publish Sample

Section IV (B) : Price Schedule (According to the "Section V (C) -Technical Specifications (BOQ)")

[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 2 &3 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the ***Purchaser, in the*** *"Section V (C) -Technical Specifications (BOQ)]*

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
			A						
Line Item No.	**Description of Goods or related services**	**Qty and unit**	**Unit price (inclusive of duties, sales and other taxes) Excluding VAT**	**Price per line item (Col. 3x4)**	**Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4**	**Total Price Excluding VAT (Col 5+6)**	**Discounted Total price (if any) excluding VAT**	**VAT**	**Total Price Including VAT (Col. 7 or 8+9)**
01	*Items descriptions & Quantity should be matched with BOQ.*								
1.1									
1.2									
1.3									
1.4									
02									
2.1									
2.2									
3									

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

In the capacity of _____*[insert legal capacity of person signing]*

Name: _____*-[insert complete name of person signing]*

Duly authorized to sign the bid for and on behalf of: _____*[insert complete name of Bidder]*

Dated *on*_____*day of* _____, _____ *[insert date of signing]*

Company Seal**:** _____

IDB Web Publish Sample

Section IV (C) : Bid Security (Guarantee)

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

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

Beneficiary: **Chairman, Industrial Development Board of Ceylon,**
No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka

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

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

We have been informed that ----------

----------*[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid date ----------*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the **Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026** under Invitation for **Bids No. T/18/2026.**

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

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

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

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

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

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

_____

[signature(s) & Seal of authorized representative(s) of the issuing agency]

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Section IV (D) : Manufacturer's Authorization

(Not Applicable)

IDB Web Publish Sample

Section IV (E) : Non - collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on this …. day of ……. at ……

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

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Section V : Schedule of Requirements

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(B) List of Related Services and Completion Schedule 30

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders', and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Section V – (A) : List of Goods/ Services and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item No	Description of Goods/ Services	Quantity	Units	Final (Project Site) Destination as specified in BDS	Delivery Date – 16/12/2026		
					Earliest Delivery Date & Time	Latest Delivery Date & Time	Bidder's Response
	Compilation of required task for the "i5 Industry Excellence Journey & Awards 2026" event must be as per the "Section V (C) -Technical Specifications (BOQ)" requirements.						
01.	**Pre-Event** According to BOQ no. 01, 02, 03, 04 & 05			IDB Premises & Selected Location	From the date of awarding to until 15th Dec. 2026	From the date of awarding to until 16th Dec. 2026	
02.	**During (On Going) Event** According to BOQ no. 05 (Optional live-streaming in social media)			Shangri-La Hotels Lanka Pvt Ltd - Colombo	16/12/2026 07:30 pm	16/12/2026 08:30 pm	
03.	**Post Event** According to BOQ no. 02 & 05			IDB Premises & Selected Location	21/12/2026	30/12/2026	

Signed: _____ *[insert signature of person whose name and capacity are shown]* ***Name:*** _____*[insert complete name of person signing]*

Duly authorized to sign the bid for and on behalf of: _____*[insert complete name of Bidder]*

Dated *on*_____*day of* _____, _____ *[insert date of signing]* ***Company Seal*****:** _____

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Section V – (B) : List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods/ Services Delivery Dates]

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services	Remarks
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert unit for the items]*	*[insert name of the Place]*	*[insert required Completion Date(s)]*	*(insert any other details/ clarifications)*
Service, Descriptions, Quantity & Unite should be matched with **"Section V (C) - Technical Specifications (BOQ).**						

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

Duly authorized to sign the bid for and on behalf of: _____*[insert complete name of Bidder]*

Dated *on_____day of _____, _____ [insert date of signing]* ***Company Seal*****:** _____

IDB Web Publish Sample

INDUSTRY EXCELLENCE JOURNEY & AWARDS 2026

Creative Advertising Agency BOQ

Industrial Development Board of Ceylon (IDB)

Procurement scope: CREATIVE & ADVERTISING AGENCY

Note: Bidders shall carefully observe the following instructions provided.

a. Remove Setups and Cleanup

i. Organize the systematic cleanup of the event venue immediately following the conclusion of the event.

ii. Ensure all equipment, decorations, and materials are safely dismantled and removed.

iii. Coordinate with the venue staff to ensure the venue is returned to its original condition.

iv. Properly dispose of or recycle waste materials in an environmentally responsible manner.

- If there is any damage during the construction activities, the event management should bear any cost. IDB is not responsible for the damages

v. Collect and submit all event documentation, including audio/video materials, and promotional materials.

vi. Ensure that all digital assets, such as photos, videos, and presentations, are properly handed over to IDB

No.	Description	Quantity
1	**"Videos at factory" Video Productions**	
	"Videos at factory" episodes (5 to 6 minutes)	10
	"Videos at factory" promotional trailers (30 to 60 seconds)	10
	"Videos at factory" vertical reels or short-form videos For Social media	30
2	**Case study**	
	Videos on award winners pathway (10 min)	12
3	**Awards Campaign & Digital Content**	
	Overall creative concept and visual identity and design and production of event-related creative materials, including digital and printed promotional	
	Pre- and post-award **social media** flyers and social media management including boosting during event period	40
	Produce Promotional reels and promote in social media	15
	i5 Theme video to play in the main event	1
	Design backdrop, LED walls, invitations, souvenior, framework book	
4	**Public Relations & Media Engagement**	
	Premium official photo backdrop Design with Event Logo	
	Press releases	5
5	**Media Buying & Optional Services - Media Plan Annex - i**	
	Third-party paid media (TV, Radio and Printed) plan (to be approved by IDB according to the cost)	
	Optional live-streaming in social media	1

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Annex - i

i5 INDUSTRY EXCELLENCE JOURNEY & AWARDS 2026

Media Plan

Newspaper

No	Phase	Key media Activities	Medium	Number of times	Number of days	
1	Award Ceremony Promotion	1.Half page	Three languages	Week before event	1	
		2. Half page	English	Event date	1	

Electronic Media (TV)

No.	Phase	Key media Activities	time	Number of times	Number of days	Time period
1	Award Ceremony Promotion	Trailers	6.30am -8.00am	4 Sinhala	10	10Sec
			6.30 pm-7.30pm	4 English	10	10Sec
		Crawlers	6.30am -8.00am	4 Sinhala	10	30Sec
			6.30 pm-7.30pm	4 English	10	30Sec
2	Award Ceremony telecast	one hour live program		1		1 Hour

Electronic Media (Radio)

No.	Phase	Key media Activities	time	Number of times	Number of days	Time period
1	Award Ceremony Promotion	Trailers	6.30am-10.00am	2	5	10Sec
			12noon-1.00pm	2	5	10Sec
2		Trailers	6.30am-10.00am	3	7	10Sec
			12noon-1.00pm	3	7	10Sec

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Section V – (E) : Inspection and Tests

(Not Applicable)

IDB Web Publish Sample

Section VI : Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

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

(a) **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.

(c) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) **"Day"** means calendar day.

(e) **"Completion"** means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) **"CC"** means the Conditions of Contract.

(g) **"Goods"** means all of the services, commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) **"Purchaser"** means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

(i) **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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(k) **"Supplier"** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) **"The Project Site,"** where applicable, means the place named in the Contract Data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a coract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

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written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.1 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.

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8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid

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15. Terms of Payment

15.1 The Contract Price, shall be paid as specified in the Contract Data.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods/ Services to the Purchaser.

17. Performance Security

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

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19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontract-ing

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

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(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods/ Services shall be a responsibility of the supplier.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelin g and board and lodging expenses.

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25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

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maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arisin g from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

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Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.1 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.2 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

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(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Claus e 14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

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practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

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Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.1 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.2 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

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Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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Section VII : Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	**The Purchaser is :** Industrial Development Board of Ceylon
CC 1.1 (m)	**The Project Site(s)/Final Destination(s) is/are :** Industrial Development Board of Ceylon, No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka. **Event venue – Colombo** (Specified in "Section V – (A) : List of Goods/ Services and Delivery Schedule").
CC 8.1	**For notices, the Purchaser's address shall be:** **Attention :** Assistant Director (Supply) **Address:** No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka **Telephone:** 0112607004, 0112605319 **Fax number :** 0112607004 **Electronic mail address:** supplyidb@gmail.com
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lankan Rupees within thirty (30) days of completion of the relevant stage and submission of the invoice. The Acceptance Committee should give their recommendation confirming that the Goods or services have been delivered and that all other contractual requirement for that stage have been satisfactorily performed, as determined by the Purchaser for the respective stage. **If necessary – Advance Payment** An advance payment equivalent to **Twenty Percent (20%)** of the Total Contract Price shall be made upon signing of the Contract and submission of an unconditional, on-demand Advance Payment Guarantee issued by a reputable commercial bank in Sri Lanka. The guarantee shall be for an amount equivalent to the advance payment and shall cover 100% of the advance payment amount. The Advance Payment Guarantee shall be submitted using the form provided in Section VIII-C (Guarantee for Advance Payment) of the Bidding Document. The Bank guarantee should be valid up to **06th January 2027.** **Stage 01 – Completion of Creative and Advertising Satisfactorily** Up to a maximum of **Seventy Percent (70%)** of the Total Contract Price, shall be paid on Completion of Creative and advertising Satisfactorily (Where the Supplier has already received an advance payment of twenty percent (20%) of the Total Contract Price, payment at this stage shall be made up to a maximum of Fifty percent (50%), that is 70% of the Total Contract Price inclusive of the advance payment already made.)

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	Stage 02 – Completion Satisfactorily Another **Fifteen Percent (15%)** of the total contract price, shall be paid on completion of first stage and 50% of the **Case studies and factory videos mention in BOQ.** The soft copies of the event should be handed over to the IDB before 21st December 2026. **Stage 03 – Completion Satisfactorily** The balance **Fifteen Percent (15%)** of the Total Contract Price shall be paid **after completion BOQ and handing over the outstanding documents, any other soft copies required by the IDB and those activities** should be completed before to the 30th December 2026.
CC 17.1	**A Performance Security:** Amount of performance security is **Ten Percent (10%)** of the initial total contract price valid up to **10th February 2027** an Unconditional on demand bank guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka acceptable to the (To Chairmen , Industrial Development Board Ceylon) IDB A Performance Security shall be submitted using the form provided in Section VIII-B (Performance Security) of the Bidding Document.
CC 26.1	The liquidated damage shall be **01% per day.**
CC 26.1	The maximum amount of liquidated damages shall be **10% of the Contract Value.**

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Section VIII. Contract Forms

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Section VIII – (A) : Contract Agreement

THIS CONTRACT AGREEMENT is made and entered into at Moratuwa on this … day of ……. Two Thousand and Twenty Six (2026)

BETWEEN

(1) Industrial Development Board of Ceylon a statutory Board established under Industrial Development Act No. 36 of 1969 a state owned enterprise under the Ministry of Industry and Entrepreneurship Development and having its secretariat at *No. 615, Galle Road, Katubedda, Moratuwa.* (hereinafter called "the Purchaser"), and

(2) *[insert name of Service Provider]*, a corporation incorporated under the laws of *[insert: country of Service Provider]* and having its principal place of business at *[insert: address of Service Provider]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 *under the tender notice no 18/2026* and has accepted a Bid by the *Service Provider* as the Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 for sum of *[insert Contract Price in words and figures,expressed in the Contract currency(ies)]* (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 *Service Provider*, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

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.

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4. In consideration of the payments to be made by the Purchaser to the *Service Provider* as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the *Service Provider* in consideration of the provision of Services 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:

For and on behalf of Purchaser

……..
Chairman
Industrial Development Board of Ceylon

For and on behalf of service Provider

……

W I T N E S S E S

1. Signature
   Name
   Designation

2. Signature
   Name
   Designation

1. Signature
   Name
   Designation

2. Signature
   Name
   Designation

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Section VIII – (B) : 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: **Chairman, Industrial Development Board of Ceylon,**
No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka

Date: ----------

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

We have been informed that ---------- *[name of Supplier]* (hereinafter called "the Supplier") has entered into **Contract No. T/18/2026** dated ---------- with you, for the **Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026.**

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) & Seal of authorized representative(s) of the issuing agency]

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Section VIII – (C)
: Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

[is'uing agency's letterhead]

Date: *[insert date (as day, month, and year) of Bid Submission]*

BID No. and Title: **Selection of Creative & Advertising Agency for the i5 Industry Excellence Journey & Awards 2026 - T/18/2026**

Beneficiary: **Chairman, Industrial Development Board of Ceylon, No 615, Galle Road, Katubedda, Moratuwa, Sri Lanka**

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

We, *[insert legal name and address of issuing agency],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the procurement of the Supply, Installation & Commissioning of Industrial Machinery & Testing Equipment for the Project - "Establishment of Business Incubators (National Industrial Product Development & Tooling Centre - Katubedda) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[50] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[51]*]*.

_____

[signature(s) & Seal of authorized representative(s) of the issuing agency]

[50] *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[51] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

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Invitation for Bids (IFB)

Ministry of Industry and Entrepreneurship Development
INDUSTRIAL DEVELOPMENT BOARD OF CEYLON

Invitation for Bids
Selection of

1. Event Management Agency
2. Creative & Advertising Agency

For the "i5 Industry Excellence Journey & Awards 2026"

The Chairman, Department Procurement Committee (Major) on behalf of the Industrial Development Board of Ceylon (IDB) invites sealed bids from eligible and qualified bidders for the Selection of Event Management Agency and Creative & Advertising Agency for i5 Industry Excellence Journey & Awards 2026.

Description	Event Management Agency	Creative & Advertising Agency
Bid Numbers	T/17/2026	T/18/2026
Bid Name	Selection of **Event Management Agency** for the i5 Industry Excellence Journey & Awards 2026	Selection of **Creative & Advertising Agency** for the i5 Industry Excellence Journey & Awards 2026
Bid Documents Fee (non-refundable)	Rs.3,500.00	Rs.3,500.00
Bid Closing Date and Time	05/11/2026 at **11:30 a.m**	05/11/2026 at **11:30 a.m**
Pre-bid Meeting	29/10/2026 at **10:00 a.m.** – Board Room, IDB Head Office	29/10/2026 at **11:30 a.m.** – Board Room, IDB Head Office
Bid Security Amount	Rs.75,000.00	Rs.75,000.00
Bid Security validity date	18/02/2027	
Period for Issuing Bidding Documents	23/10/2026 - 04/11/2026 from 9:00 a.m. to 3:00 p.m.	
Place of Issuing Documents	Supplies Division – IDB Head Office	

1. Bidding will be conducted through National Competitive Bidding Procedure (NCB).
2. Interested Eligible bidders may obtain further information from the Assistant Director (Supplies) Supply Division, Industrial Development Board of Ceylon, No. 615, Galle Road, Katubedda, Moratuwa and inspect the Bidding Documents from 23/10/2026 to 04/11/2026 on public working days from 9.00 a.m. to 3.00 p.m. The Bidding Documents can also View from the IDB website www.idb.gov.lk and Ministry of Industry and Entrepreneurship Development website www.industry.gov.lk (for viewing purpose only).

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However, for submission, the bidders must compulsorily submit the document which is purchased from the office mentioned above. Contact 011-2607004 (Assistant Director - Supplies), 011-2607003 (Director Marketing) or 011-2605326, 7 (IDB General Line).

3. A complete set (both original and duplicate) of bidding documents in English Language can be collected from the Assistant Director, Supply Division at Katubedda, IDB Head Office from 23/10/2026 to 04/11/2026 (on public working days) from 09.00 a.m. to 3.00 p.m.

3.1 When a bidder comes to purchase the bid document, he/she should submit the **"Company Request Letter"** to the "Chairman, Department Procurement Committee (Major)" **that includes company name, company registration number, bid number and bid name.**

and

3.2 Before collect the bid document, the bidder must payment of the **above-mentioned non-refundable Bid Documents fee.** Payment shall be made in **cash only**.

4 Duly completed bid documents (Original & Duplicate) shall be placed into the tender box in front of the Chairman Office at the Katubedda IDB Head Office or shall be sent via Registered Post/ Courier to the Chairman, Department Procurement Committee (Major), Industrial Development Board of Ceylon, No.615, Galle Road, Katubedda, Moratuwa, on or before to the time mention above. Bids will be opened soon after closing at Board Room in IDB Head Office in presence of the bidders' representatives who choose to attend. The bid number & the bid name should be mentioned on the top left-hand corner of the envelope containing the bid. **Late Bids will be rejected.**

The Chairman
Department Procurement Committee (Major)
Industrial Development Board of Ceylon
No. 615, Galle Road, Katubedda, Moratuwa.
Tel /Fax – 011-2607004

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