

## **DEVELOPMENT LOTTERIES BOARD**

### **INVITATION TO BIDS FOR OBTAINING SERVICES OF HANDLING OUTDOOR PROMOTION & ADVERTISING, ACTIVATIONS AND EVENTS 2020/ 2021**

#### **INSTRUCTIONS / GENERAL CONDITIONS TO BIDDERS**

##### **1. Introduction**

The Development lotteries Board (DLB), which comes under the purview of the **Ministry of Finance, Economy and policy Development incorporated** under the parliamentary act of Development Lotteries Board act no 20 of 1997. It contributes immensely to the economic development, mainly through Education, health, Culture, Sports, Religious sectors via Presidents fund & Mahapola Higher Education Trust Fund.

DLB currently manages and operates eight brands of lotteries to fulfill the obligation of raising and generating funds to the above development and social development tasks. The brands are Saturday Fortune, Lagna Wasanwa, Super ball, Jayoda, Kotipathi Kapruka, Development Fortune, Ada Kotipathi and Development Instant (Scratch off).

##### **2. Invitation for Bidders**

Sealed bids are hereby invited by the Chairman, Department Procurement Committee, Development Lotteries Board from BTL agencies for obtaining services of handling outdoor promotions & advertising, activations and events 2020 / 2021

Interested bidders can collect the Bidding documents from procurement division of Development Lotteries Board upon a payment of Rs.5,000.00 as a non-refundable fee.

##### **3. Scope of the Service**

Following are to be covered;

- Concept development for all BTL activities.
- Handling Activation, Promotion, Events.
- Coordinating promotional selling operation.
- Branding outlets, shops, vehicles etc..
- Other outdoor promotional activities specify by DLB.

##### **4. The Advertising Agency shall give an undertaking that**

- The creative of BTL concepts will not infringe any existing legal provisions and any copy right of 3<sup>rd</sup> parties.
- The creative are not defamatory of any person, firm or company and that it is not absence blasphemous libelous or defamatory any person.
- Any legal matters or claims arising out of said creative will be the advertising agencies' liability.
- All creative has to be approved by an authorized officer of the Development Lotteries Board and all Visuals, Artworks, Story boards and production materials should be kept in the custody at the Development Lotteries Board.

##### **5. Assigning the Man Power and their responsibility.**

A separate experience creative team must be assigned for creative works. The creative team as well as the client servicing team should be ready to provide the advertising service by 365 days.

## **6. Contract Period**

The Contract entered into by the agency will be valid for a period of one year.

## **7. Contract not to be sublet**

Not allowed

## **8. Timely Delivery**

All production materials should be delivered as per the agreed time period of DLB. Further, all lottery draw functions have to be completed within the time specified by DLB.

## **9. Competitive products or Institutions advertising**

The agency or their related subsidiary companies has no right to carry out advertising activities for any competitive product, Corporate or institution, and the Board has the right to obtain advertising services from any other advertising agency or person within the contract period.

## **10. Eligibility**

- Bidder should have a valid business registration for advertising field.
- Minimum of 03 year experience in the Advertising field of creative related to the TV, Radio, Press & Digital medium.

## **11. Amendment of Bidding Documents**

- a. At any time prior to the deadline for submission of bids, the DLB may amend the Bidding Documents by issuing an addendum.
- b. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- c. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the DLB may, at its discretion, extend the deadline for the submission of bids.

## **12. Cost of Bidding**

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

## **13. Alternative Bids**

- a. Alternative bids shall not be considered

## **14. Bid Price**

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.

### **15. Currencies of Bid**

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. Bids quotes in the other currencies will be rejected and treated as non – responsive bid.

### **16. Period of Validity of Bids**

Bids should be valid for period of 91 days from the date of technical qualification opening. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

### **17. Bid Security**

Bidder should be submitted un conditional bid security for **Rs. 170,000.00** obtain from reputed bank in Sri Lanka as per the format given in the bidding document. Bid security is to be **valid up to 01.08.2020**. beneficiary is Chairman, Development Lotteries Board.

### **18. Documents comprising the Bid**

a) The **envelop 1**, marked as “**Pre-qualification**” should include the followings.

#### Stage 01:-

- a. Original Bid security
- b. Certified copy of articles of association, partnership or Joint Venture Agreement
- c. Corporate profile of the Company together with Audited Accounts for last 03year – in respect of which Audited Accounts are available, and information covering all aspects for the proper evaluation of the tender, the set of Accounts should be certified by a Chartered Accountant.
- d. List of permanent employees with the EPF numbers. (Form 01)
- e. Clientele – Present accounts & Past accounts handled should be submitted separately. The agency should produce the service certificates obtained from the clients along with the list of clients. Any list of clients without service certificates would be rejected during the short – listing process.
- f. Latest Form 20 (List of directors)
- g. Details of creative work done for BTL advertising for year 2018/2019 on CD / DVD form.
- h. Details of Awards won
  - i. Gold
  - ii. Silver
  - iii. Bronze

#### Stage 02:-

- i. Creative proposal
  - After evaluation of pre-qualification cover will call presentation from the successfully bidders and open creative proposals.
  - Creative presentations will be evaluated/ selected considering the following criteria,

- a. Creativity
- b. Immediate recall
- c. Novelty of the concept
- d. Product positioning strategy
- e. Image building
- f. Identify the target market

The Agencies are expected to submit the above list of awards/recognitions for campaigns, certifying by the awarding authority. Without certifying list would be rejected during the evaluation stage. (Form 02)

b). The **envelop 2**, marked as “**Financial Bids**” should include the followings.

Stage 03:-

- 1. Duly filled bid submission form.
- 2. Cost guide form (form No:- 01)
- 3. A copy of Bids security

**19. Format and Signing of Bid**

19.1. The Bidder shall prepare one original of the documents comprising the bid as described clearly mark it as “**ORIGINAL- PRE QUALIFICATION**” AND **ORIGINAL – FINANCIAL BID** .” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “**COPY OF PRE QUALIFICATION**” AND **COPY – FINANCIAL BID.**” In the event of any discrepancy between the original and the copy, the original shall prevail.

19.2. 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.

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

**20. Submission and Opening of Bids**

Submission, Sealing and Marking of Bids as follows.

a) Bidders submitting bids by post or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as Envelop 01 “PRE-QUALIFICATION” including creative proposals enclosed with separate envelopes and envelop 02 “FINANCIAL BID.” With relevant copies. Finally submit as two main envelopes as one is FINANCIAL BID (including copy envelop) envelop and other one is PRE-QUALIFICATION (including copy envelopes with creative proposal ) please refer followings for sealing of envelopes

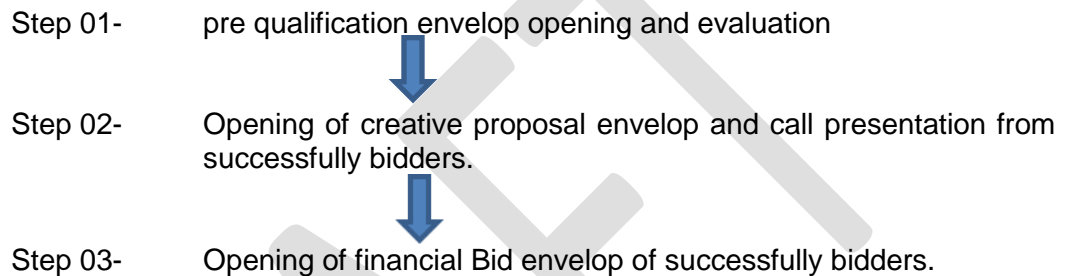
- |                                                                                                                                                                                                                |   |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------|
| <ul style="list-style-type: none"> <li>• Pre-qualification envelop marked “ Original”</li> <li>• Pre-qualification envelop marked “ Copy”</li> <li>• Creative proposals envelopes marked “creative”</li> </ul> | } | Main envelop - 01 |
| <ul style="list-style-type: none"> <li>• Financial Bid Envelop marked “Original”</li> <li>• Financial Bid Envelop marked “Copy”</li> </ul>                                                                     | } | Main envelop - 02 |

b) The inner and outer envelopes shall:

- i. bear the name and address of the Bidder;
- ii. be addressed to the Purchaser
- iii. bear the specific identification of this bidding process as instructions given.
- iv. bear a warning not to open before the time and date for bid opening.  
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.
- v. In the Financial Proposal Envelop bear a warning **“Do not open with the pre-qualification envelops”**.

## 21. Bid Opening

21.1. The Purchaser shall conduct the bid opening in public at the address, date and time specified in the clause no 25.



21.2. First, envelopes marked “PRE-QUALIFICATIONS” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. Envelopes marked “FINANCIAL BID” shall not be opened and read out with the pre-qualification. Financial Proposals will be opened after technical evaluation with the presence of the bidders representatives.

21.3. 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 opening except for late bids.

## 22. Preliminary Examination of Bids.

22.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Clause 18 have been provided, and to determine the completeness of each document submitted.

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

Bid Submission Form,  
Price Schedules,  
A copy of Bid Security

## Evaluation and Comparison of Bids

### 23. Confidentiality

- 23.1. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Proposal, and particularly the Terms of Reference or if it fails to achieve the minimum technical score. Creative proposal envelopes will be opened only for the successfully bidders.
- 23.2. Following the ranking of pre-qualification, the bidders that achieve the minimum technical score will be invited for the financial proposal opening.
- 23.3. Information relating to the examination, evaluation, comparison, and Pre-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.
- 23.4. 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.
- 23.5. Notwithstanding, 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.

### 24. Power to accept or reject the proposal or opinions/Calling creative from other shortlisted & registered Agencies of the Development Lotteries Board

The Development Lotteries Board reserves to itself the right to accept or reject any proposal or opinion or part without any cost thereof if the creativeness is not up to the requirements / acceptable level of the Board. In case of DLB turns down the creative presented by an Agency, Development Lotteries Board can again call proposals from other shortlisted agencies those who have been selected by the tender board and the registered agencies for relevant year.

### 25. Closing Date

Bidders should send all Bidding documents (PRE-QUALIFICATIONS and Financial Bid) by post under registered cover, marked as "obtaining services of handling outdoor promotions & advertising, activations and events 2020/2021" Bid No DLB/PRO/2020/11 to reach the Chairman, Departmental Procurement Committee, C/o Development Lotteries Board, 356, Dr Colvin R de Silva Mawatha, Colombo 2, not later than **2.00 p m on 04.08.2020**. Bidders if they so desire, may deposit the bids in the box provided at the Procurement Division of Development Lotteries Board, 356, Dr. Colvin R. De Silva Mawatha, Colombo 02, not later than **2.00 p m on 04.08.2020**. Late submission of bids will not be accepted and will be returned. Bids will be opened at **2.00 pm on 04.08.2020** with the presence of the bidders representatives

### 26. Performance Bond

The selected Advertising Agency should submit an un conditional performance bond sum of **Rs 1.700,000.00** obtain from reputed bank in Sri Lanka as per the format given in the bidding document. Performance security is to be valid 396 days from the letter of award. Beneficiary

is Chairman, Development Lotteries Board. Agreement will be signed within 3 working days from the receipt of the performance security.

### **27. Payments**

- All creative, concepts, production payment will be made in favor of the Advertising agency. Payment will be made within 30 days after receipt of the invoice date.
- The MOU will be signed by DLB with Agency.

### **28. Third party agreement**

The Agency should not sign any agreement with third party without written approval from the Development Lotteries Board.

### **29. Increase or Decrease of Costs**

Once the bid is accepted, the agreed price is fixed and no any alteration will be allowed.

### **30. Governing Law**

The bid and any contract resulting there from shall be governed by and construed according to the Law of Sri Lanka.

### **31. Termination**

Either party may terminate the contract by giving a notice of one month (01) or the termination must end at the end of a calendar month.

### **32. Arbitration**

- (a) All disputes arising out of contract agreements should be resolved by mediation, and the dispute shall be referred for arbitration in accordance with the provisions of the Arbitration Act No 11 of 1995.
- (b) Performance of the contract shall continue during the Arbitration proceedings.
- (c) All proceedings and hearings by Arbitrators shall be held in Sri Lanka.
- (d) Contract agreements would be governed by Sri Lanka law.

### **33. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

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.

### **34. Signing of Agreement**

The conditions include in this document is part and partial of the agreement signed with selected bidder.

Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 2.

**I/We agree to abide by all the terms and conditions pertaining to this Bid or contract.**

Name of the Bidder:.....

Address:.....

Contact Number:..... Fax Number:.....

.....  
Signature of the authorized  
Signatory of the Bidder

*Affix the Company Seal here*

Name of the Signatory:.....

Capacity:.....

...

**Witnesses**



1. Signature

:.....  
Name  
:.....  
Address  
:.....  
Contact Number :.....

2. Signature

:.....  
Name  
:.....  
Address  
:.....  
Contact Number :.....

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**Development Lotteries Board**  
**Corporate Cost Guide for Productions - 2020/2021**

<b>Outdoor Event</b>				
<b>Labour cost for each person</b> (Including Days pay, Foods & Lodging)	Per night			
<b>Per night labour cost for each supervisor</b> (Including Days pay, Food & Lodging)				
<b>Transport cost</b>	Per Km	Colombo area		
		Out of Colombo		
<b>Hiring cost of GI Pips</b>	Per Pip			
<b><u>Fabricating 20" x 10" trade stall with Branding</u></b> 1 inch. 60 Iron reveted frame and fixing wanista board to the frame, Sticker/Pasting/Transportation/Lighting/Carpating / Fixing/Roof Ciling/Dismantaling etc....	per sq. feet			
<b><u>Hall Decorates cost</u></b> Hall decoration cost, 1 podium, 2 micks, light & sound system carpet, Platform, stage, labour cost				
<b><u>Backdrop for the event</u></b> Artwork , Printing , Fixting Charges, Hiring cost of Iron Frame transport & labour chrages	per sq. feet			
<b><u>Vehicle Branding</u></b> sticker printing & pasting, Labour cost & all other cost	per sq. feet			
<b><u>Vehicle Display Floot</u></b> Construction, Fabrication, sticker printing & pasting, Iron structure, Flex printing & fixing, roofing, labour cost, lighting, carpet, etc...	per floot			
	per km	Colombo area		
Including fuel & driver		Out of Colombo		
	<b><u>AV Presentation</u></b> Production, agency co-ordination, commercial in Beta cam inclusive of sound recording charges, Vidiography, Studio	Animated	Sinhala & Tamil	5 min
10 min				
15 min				

charges recording & editing fee, Library & Other Chag., Library Photography, Directors fee, photography , Modal fee,		Sinhala or Tamil	5 min		
			10 min		
Costimues, Location, Special Digital effect, Transport chgs, artwork chgs for title & tags, cassette cost and incidental, cassette cost and incidental expenses & other charges.			15 min		
			<b>Printing Cost</b>		
	<b>Size</b>	<b>Quantity</b>	<b>50 gsm</b>	<b>85 gsm</b>	<b>100 gsm</b>
<b>Posters</b> Printing & Supplying Art paper, 04 colour	17" x 22"	3,000			
		5,000			
		7,500			
		10,000			
		15,000			
		20,000			
		50,000			
		75,000			
		100,000			
			<b>80 gsm Bank</b>	<b>100 gsm Bank</b>	<b>120 gsm Art Paper</b>
<b>Leaflets</b> (Sinhala & Tamil Both Side) Printing & Supplying  04 Colour double side print	B 5	3,000			
		5,000			
		7,500			
		10,000			
		15,000			
		20,000			
		50,000			
		75,000			
		100,000			
			<b>300 gsm Art Board</b>		
<b>Danglers</b> Sinhala & Tamil (Both Side) <b>Double side, art board 04 colour</b>	A 4	3,000			
		5,000			
		7,500			
		10,000			
		15,000			
		20,000			
		50,000			
		75,000			

			100,000			
<b>Sticker</b> Digital sticker with lamination	Sinhala or Tamil		5,000			
	Sinhala & Tamil		10,000			
	Offset printing with lamination	Sinhala or Tamil	5,000			
		Sinhala & Tamil	10,000			
				<b>Poplin Material</b>	<b>Satin Material</b>	<b>Flex Material</b>
<b>Pennants</b> Printing & Supplying 160 GSM	96" x 30"		5			
			20			
			50			
			75			
			100			
<b>Banners</b> Printing & Supplying with 04 rings (160 gsm)	96" x 48"		1	-		
			5	-		
			10	-		
			15	-		
<b>Poster Pasting Cost</b> Transport cost, Labour cost, pasting material	17" x 22"		100,000			
			75,000			
			50,000			
			25,000			
			10,000			
<b>Hoarding - One year Lease Cost</b> ( Including flex printing, Installation to the Iron frame of flex, Transportation, Iron Frame, Labour cost, RDA & UDA, Local government taxes, privat land owner lease cost if any) - <b>Note 01</b>	10'x20'		Sinhala or Tamil			
	30'x20'		Sinhala or Tamil			
<b>Changing the Flex - Hoarding</b> Flex printing, transportation, installation labour chag, other cost if any;	10'x20'		Sinhala or Tamil			
	30'x20'		Sinhala or Tamil			
<b>Mini Bill Boards/Lolipop Boards - Note 01</b> One year Lease Cost Digital printed, 1"x1" galvanized box bar frame 1.5" heavy duty GL pole, transport, print, fabrication & installation, RDA & Local authority charges	4'x8'		Sinhala or Tamil			
	4' x 2'		Sinhala or Tamil			

**\*\*\* Note 01**

- A - Main Road closed by Main Town
- B - Main Road closed by Sub Town
- C - Sub Road closed by Town

I/We hereby agreed to provide the services at the above quoted rates

## Annexure 02

### DEVELOPMENT LOTTERIES BOARD

#### *Bid Security Guarantee*

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

Beneficiary: ----- [insert (by PE) name and address of Employer/Purchaser]

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 dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [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") of the IFB; or.

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (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) of authorized representative(s) ]

## DEVELOPMENT LOTTERIES BOARD

### PERFORMANCE GUARANTEE

----- [Issuing Agency's Name, and  
Address of Issuing Branch or Office] -----  
-----

Beneficiary: ----- [Name and Address of Employer] -----  
-----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- [insert "construction"/ "Supply"] of ----- [name of contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the Contractor, 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 contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[Signature(s)]

**ADVERTISING SERVICES AGREEMENT FOR OBTAINING SERVICES OF  
HANDLING OUTDOOR PROMOTION & ADVERTISING, ACTIVATIONS  
AND EVENTS 2020/ 2021**

This Advertising Agreement (hereinafter referred to as “the Agreement”) made and entered into on **(date)** at Colombo

By And Between;

**The Development Lotteries Board**, duly established in Sri Lanka under the provisions of the Act No. 20 of 1997, and having its registered address at No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02 (“hereinafter referred to as “Board”), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART;

AND

**(Agency Name)** a company incorporated in Sri Lanka under Companies Act No. 07 of 2007, bearing company registration No. .... and having its registered office **(Agency Address)** (herein referred to as “Agency”), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the OTHER PART;

whereas **(Agency Name)** is an Outdoor advertising agency which is inter-alia in the service of Outdoor Advertising , Including handle the Activities, Event Management & all BTL advertising;

AND WHEREAS Agency has represented to “Board” that based on its experience as a leading advertising agency handling selected and reputed clients, Agency is well equipped to provide all kind of advertising related services to “Board” and will maximize the value delivered for every advertising rupee of “Board” spent through Agency to the extent as agreed and incorporated herein by reference;

AND WHEREAS based on the said representations and subsequent discussions, the “Board” hereby appoints Agency to provide related services thereto as per the terms and conditions detailed herein; NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. TENURE**

This Agreement shall be effective for a period of 1 year from **(Date)** (Hereinafter “Effective Date”) to **(Date)** unless terminated earlier in accordance with the terms and conditions mentioned herein.

## **2. SCOPE OF WORK:**

- 2.1. Development of Concepts related to the below the line advertising.
- 2.2. Coordination and handling of Events/ exhibitions/conventions activations related to the Development Lotteries Board.
- 2.3. Decorations (Including Backdrop).
- 2.4. Handling of all kind of outdoor advertising & branding.

## **3. UNDERTAKINGS OF THE AGENCY**

- 3.1 Establish and designate devoted Outdoor team and client servicing team within the Agency for providing 24x7 service basis.
- 3.2 Provide necessary materials related to the activities.
- 3.3 Obtain approval for local government authorization & other necessary approval.
- 3.4 Coordination with relevant outdoor parties.
- 3.5 All safety measures should be undertaken by the agency.
- 3.6 All tri party payment should be settled by the agency on due date.
- 3.7 Furnish the performance Guarantee for the warrantee periods if required.

## **4. APPROVALS**

- 4.1 All advertising messages released on behalf of the Board must be approved by authorized members of the Board's management.
- 4.2. Before proceeding with execution / release will be submitted to the "Board" for approval.
- 4.3 Required to obtain a written brief from the "Board", prior to developing any advertising concepts.
- 4.4 All creative s has to be approved by an authorized officer of the Board under the supervision of the creative agency.
- 4.5 All Visuals, Artworks, Story boards and production materials should be kept in the custody of the Board.

## **5. SUB- CONTRACT**

The Services shall be performed by the Agency employees alone. The Agency shall not sub- contract or assign any of its obligations or responsibilities hereunder to any third party without the prior written approval of the Board. Provided that if the Board provides its written consent to the Agency to sub-contract or assign any or all of its obligations under



this Agreement, the Agency shall enter into an agreement with each sub-contractor or assignee in a form consistent with the terms of this Agreement. The Parties further agree that in the event of such subcontracting or assignment, the Agency shall remain primarily liable to the Board for the provision of the Services in accordance with the terms hereof and of all Statements of Work.

## **6. INDEMNIFICATION**

In view of the aforesaid, it follows that either party will indemnify the affected party and keep the affected party indemnified at all times against any damages, losses, claims incurred by the affected party, and/or proceedings initiated against the affected party arising due to negligence and/ or act of the other party or its employees or agents or any other personnel/ representative, for releasing the “Board” advertisements.

## **7. COMPENSATION**

7.1 The Board shall pay the Agency as per the detailed cost guide attached in Annexure 1.

7.2 Any jobs beyond the scope of work specified in the cost guide and/or third party costs will be charged additionally, on agreement by both parties.

## **8. CONSIDERATION AND INVOICING**

8.1 Production – Agency shall charge in accordance with the approved production estimate by the “Board”.

8.2 Once the Tender is accepted, the agreed price is fixed and no any alteration will be allowed for the Cost Guide except above clause 7.1 and 7.2

8.3 The Board will enjoy a credit period of up to 45 days upon receipt of invoices.

## **9. BANK GUARANTEE**

The service provider must submit the Bank Guarantee at the time of offering job when necessary.

## **10. PAYMENTS**

10.1. All creative, concepts, production payment will be made in favor of the Advertising agency. Payment will be made within 30 days after receipt of the invoice date.

10.2. The MOU will be signed by DLB with Agency.

## **11. RENEWAL:**

This Agreement may be renewed for a further period on mutually agreed terms and conditions by the parties.

## **12. TERMINATION**

12.1 Without prejudice to any other rights of herein stipulated, this Agreement may be terminated by either party by giving Thirty (30) days' notice in writing to the other party, without assigning any reason whatsoever.

12.2 This Agreement will be terminated at the occurrence of any of the following circumstances.

a) If the other commits a breach of any of the Terms and Conditions of this Agreement and such breach is not remedied within thirty (30) Days from notification thereof to the party in breach; In such case if the any advance amount has been paid to the Agency, than the Agency will refund the amount proportion to the services not carried out or the period unutilized,

If the other becomes insolvent or goes into voluntary or compulsory liquidation or pass an effective resolution for winding-up or make an arrangement or composition with its creditors, or if any receiver be appointed on behalf of debenture holders or otherwise;

## **13. UNDERTAKING, WARRANTIES AND REPRESENTATIONS OF THE AGENT**

Agency specifically undertakes, represents and warrants to the Board that the Services provided herein:

13.1 Shall not cause infringement or violation of any intellectual property rights or other rights including copyright, right to privacy/publicity. Any legal, matters or claims arising out of said creative will be the liability of the agency.

13.2 Shall comply with all applicable laws, ordinances, rules, regulations and guidelines in effect provided / issued by the Government of Sri Lanka; The creative's will not be defamatory of any person, firm or company and that it is not absence blasphemous libelous or defamatory any person.

13.3 Shall agree that all documents executed between the Parties pursuant to the execution of this Agreement shall form an integral part of this Agreement, by way of express reference thereto;

13.4 Shall comply with the directions, guidelines, policies, processes, directives, notifications and such other communications that Board may notify in writing to Agency from time to time with reference to the Scope of Services herein.

## **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The copyright in all the work created by the Agency rights therein for which the Board has duly paid shall be of the Board. The Agency shall return all the work in which copyright work belongs to the Board, within 7 days of total payment.

14.2 The Agency shall have no lien whatsoever over any blocks, matrices, negatives, positives, proofs, printing materials, films, paintings, etc, for which payments have been

made. The Agency shall arrange to return available stereos, artworks, blocks, etc., from printers, publications, etc. in as is condition.

14.3 The Agency shall handover copies in duplicate to the Board to keep at the client's library of each art work and all other marketing material upon completion of each assignment.

14.4 The Agency further undertakes to execute any further document as may be required including the correspondence to be exchanged with the concerned Copyright Authorities for effective transfer of the said Copyrights in the name of Board and more perfectly assuring the said Copyrights unto the Board.

14.5 If third parties infringe upon Board's intellectual property rights, the Board shall at its expenses take action against them to the extent it deems appropriate and the Agency shall assist Board therein, all costs being borne by the Board. The Agency shall notify the Board of any relevant facts which come to its knowledge and which may adversely affect the Board's intellectual property rights or the Board's reputation.

## **15. THIRD PARTY AGREEMENT**

The Agency should not sign any agreement with third party without written approval from the Board.

## **16. ETHICS AND CODE OF CONDUCT**

The parties will conduct all their dealings in a very ethical manner and with the highest business standards. The parties will endeavor to comply with all relevant, regulations and codes including any codes of conduct of relevant advertising industry bodies in relation to the provision of the Services.

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka

## **18. FORCE MAJEURE**

Except as provided herein no party shall be liable to the other for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, fire or accident, shipwrecks. Should any such event occur, "Board" may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred. The party affected by Force Majeure shall take all necessary steps to mitigate the event of Force Majeure.

## **19. ARBITRATION**

19.1 In the event of any dispute and/or difference arising between the Parties hereto in terms of this Agreement the Parties hereto will first make their best endeavors to

resolve, through mutual consultation between the parties, without involving any third party or parties, any dispute, and/or difference arising between the parties or their respective representatives or assigns which may arise in connection with or in relation to this Agreement. If no resolution is forthcoming the parties may take steps as hereinafter set out.

19.2 Any dispute and/or difference and/or claim arising out of or relating to this Agreement thereof shall be settled by arbitration in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka.

19.3 Such dispute and/or difference and/or claim shall be referred by either party to arbitration. Such Party may nominate its arbitrator. The other party may consent to such nomination. If there is no such consent the other party may nominate its own arbitrator. Thereafter, the Two Arbitrators shall nominate an umpire.

19.4 The place of arbitration shall be Colombo, Sri Lanka.

19.5 The language to be used in proceedings shall be English.

19.6 Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered post acknowledgment due or personally delivered at the following addresses, or any changed address as communicated by either of the party to the other:

In the case of "The Agency":-

In the case of "The Board":-

19.7 The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both parties. This agreement can be renewed between the parties by mutual consent in writing only.

19.8 Both Parties hereto represent and warrant to each other that; the signatories of both parties are entitled to sign on behalf of both Parties and the rights and obligations of both parties shall be legally valid and binding and enforceable on both Parties.

## **20. CONFIDENTIALITY**

20.1 The agency and its employees, agents and /or any personnel/ representatives will maintain complete confidentiality of any work assigned. The agency will regard as trade secret and maintain in the strictest confidence all information and material given to the agency by the "Board" in relation to the brands assigned to the agency, as well as the work the agency will perform for the Board and the brands assigned to the agency. The agency shall ensure that its employees and agents adhere to these confidentiality norms strictly. 20.2 Each Party to this Agreement shall use its best efforts to keep in strict confidence, and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired

by it (whether directly or indirectly) from or concerning any other Party under this Agreement or in connection with the performance under the Agreement (herein after called "Confidential Information"). No Party shall utilize such Confidential Information for any purposes other than those contemplated in this Agreement. Further, no party shall at any time disclose any Confidential Information to any third party for any purposes other than those contemplated in this Agreement without the prior written consent of the other Party. The following information shall be excluded from the foregoing scope of Confidential Information.

- a) Information which at the time of disclosure is generally available to the public;
- b) Information which after disclosure becomes generally available to the public through no fault of the receiving party;
- c) Information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other party;
- d) Information which the receiving party can show was received by it after the time of disclosure from any party outside the Agreement without any obligation of confidentiality and which was not acquired directly or indirectly from the other party.

Or

Information which the party concerned shall be compelled to divulge if required by Law.

## **21. RELATIONSHIP BETWEEN THE PARTIES**

This Contract is entered into on a principal to principal basis and under no circumstances shall the agency and/or its employees, agents and any other personnel/ representatives be construed as "Board" employees or agents nor shall any of your premises, office or other place of business be construed as "Board" branch office/ division/ subsidiary. The agency undertakes to indicate to their customers that they are an independent trader and state on all signs, stationery, invoices, press releases, leaflets, etc. This Contract shall not be construed to create any relationship either of employee/ employer, principal/ agent, partnership/associate or any other relationship of a like nature between the client and the agency and/or their employees, agents and representatives.

## **22. EMPLOYMENT RESTRICTIONS**

Board and Agency will not employ each other employee during the period of this agreement.

## **23. MODIFICATION**

No amendment, modification or addition to this Agreement or the Annexure appended hereto shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives.

#### **24. DISCLAIMER OF LIABILITY**

“Notwithstanding any provision contained in this Agreement to the contrary, the Agency hereby acknowledges and confirms that the “Board “will and is entitled to rely on the accuracy and completeness of all the representations, warranties or statements made by the Agency in connection with its ownership of intellectual property rights subsisting and the “Board” accepts no liability whatsoever (whether in tort or contract or otherwise) for any loss, claims or damage arising from any inaccuracies or omissions from such representations, warranties or statements and Contractor will indemnify the “Board “if any.

#### **25. WAIVER**

The failure, with or without intent, of either Party to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof.

#### **26. SEVERABILITY**

Should any part of this Agreement be declared illegal or unenforceable, the Parties will cooperate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as conditions precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

#### **27. ENTIRE AGREEMENT**

This AGREEMENT supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier Agreement relating to the subject matter thereof any other Agreement between the parties in relation to the subject matter thereof. However, this AGREEMENT will not relieve the parties from their respective rights and obligations against each other arising out of or in connection with any previous Agreement.

#### **28. INDEPENDENT RIGHTS**

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

**29. COUNTERPARTS**

This Agreement shall be executed in two (2) counterparts, one (1) each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

**30. Other Documents**

The parties shall admit that the tender document, letter of appointment and the cost guide as a part and partial of this agreement.

**31. INTERPRETATION**

The headings and captions of the clauses and paragraphs of this Agreement shall be for convenience and reference only. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall prevail, unless specified to the contrary in the relevant Statement of Work.

**IN WITNESS WHEREOF**, these presents have been executed by duly authorized signatories of the parties hereto as of the date first above written.

**For and on behalf of the Board**

**for and on behalf of the Agency**

1. ....

2.....

Chairman

Chief Operation Officer

2. ....

Witnesses:

Witnesses:

1. ....

2. ....

- Annexure 1: Letter of Selection**
- Annexure 2: Cost Guide**
- Annexure 3: Tender Document**

DRAFT

**FORM 01**

**INVITATION TO BIDS FOR OBTAINING SERVICES OF HANDLING OUTDOOR PROMOTION & ADVERTISING, ACTIVATIONS AND EVENTS 2020/ 2021**

**Employee Information**

Name of the Agency .....

Department	Designation	Name of the Employee	EPF No	Work Experience
Creative				
Client Service				



Audio / Video Production				
Digital Media				
IT				
HR				
Finance				

I/We here by certified the above information is true and correct.

Date: .....

.....  
Rubber Stamp

.....  
Authorized Signature  
Name of the Authorized Officer

**FORM 02**

**INVITATION TO BIDS FOR OBTAINING SERVICES OF HANDLING OUTDOOR  
PROMOTION & ADVERTISING, ACTIVATIONS AND EVENTS 2020/ 2021**

**List of Awards**

Name of the Agency .....

<b>Awarding Authority</b>	<b>Category</b>	<b>Year</b>	<b>Awards Type (Gold / Silver or Bronze )</b>
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I/We here by certified the above information is true and correct.

Date: .....

.....  
Rubber Stamp

.....  
Authorized Signature  
Name of the Authorized Officer

The Chairman,  
Department Procurement committee,  
Development Lotteries Board,  
No.356, Dr. Colvin R De Silva Mawatha,  
Colombo 02.

**INVITATION TO BIDS FOR OBTAINING SERVICES OF HANDLING OUTDOOR  
PROMOTION & ADVERTISING, ACTIVATIONS AND EVENTS 2020/ 2021**

I / We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to bidder and Terms and Conditions of Bid" pertaining to the above bid, along with annexure/Schedule, thereto, hereby undertake to OBTAINING SERVICES OF HANDLING OUTDOOR PROMOTION & ADVERTISING, ACTIVATIONS AND EVENTS 2020/ 2021 referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of . . . . . The make up of the aforesaid total Bid Price is given in the accompanying Price Schedule Annex B.

I / We confirm that this offer shall be open for acceptance until . . . . . and that it will not be withdrawn or revoked prior to that date.

I / We attach hereto the following documents as part of my / our Bid:

1. Price Schedule
2. Documentary evidence to establish eligibility to bid.
3. Bid Security.
4. Performance Guarantee
5. Agreement
6. Any other documents

I / We understand that you are not bound to accept the lowest tender and that you reserve the right to reject any or all tenders or to accept any part of a bid without assigning any reasons thereof.

We undertake to adhere to the Delivery terms.

My / Our Bank Reference is as follows : .....  
.....

Signature of bidder: .....

Name of Bidder : .....

Address : .....  
.....

Fax : .....

Date : .....

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