

# **REQUEST FOR PROPOSALS**

**PROC NO: PROC/PROM/MR- Turkey, Iran & Saudi Arabia (2018)**

**Appointing an Agency for Public Relations Services for Ceylon Tea in Turkey, Iran & Saudi Arabia**



**STANDARD BIDDING DOCUMENT**

**FORMS**

**PROCUREMENT OF GENERAL GOODS & SERVICES**

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## Section I. Instructions to Bidders (ITB)

### General

1. Scope of Bid
  - 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Services incidental there to as specified in 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.
2. Source of Funds
  - 2.1 Payments under this contract will be financed by the source specified in the Bidding Data Sheet (BDS).
3. Ethics, Fraud and Corruption
  - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement 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 a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### 4. Eligible Bidders

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

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

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

5. Eligible Goods and Related Services
- 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the services supplied shall be complied to other Internationally accepted standards.

### Contents of Bidding Documents

6. Clarification of Bidding Documents
- 6.1 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 7.
7. Amendment of Bidding Documents
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 7.3 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 20.2

### Preparation of Bids

8. Language of Bid
- 8.1 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.
9. Documents Comprising the Bid
- 9.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 10, 12, and 13;

- (b) documentary evidence in accordance with ITB Clauses 16 and 26, that the Goods and Services conform to the Bidding Documents;
  - (c) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (d) any other document required in the BDS.
10. Bid Submission Form and Price Schedules
- 10.1 The Bidder shall submit the Bid Submission Form using the form furnished 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.
11. Alternative Bids
- 11.1 Alternative bids shall not be considered.
12. Bid Prices and Discounts
- 12.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 12.2 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.
- 12.3 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..
- 12.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

12.5 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 28.

12.6 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.

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|---|--|
| 13. Currencies of Bid   | 13.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Euro (EU) and payment shall be Payable only in Euro (EU).  |
| 14. Documents Establishing the Eligibility of the Bidder            | 14.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.  |
| 15. Documents Establishing the Conformity of the Goods and Services | <p>15.1 To establish the conformity of the Goods and Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Services conform to the technical specifications and standards Specified in Section V, Schedule of Requirements.</p> <p>15.2 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 and Services, demonstrating substantial responsiveness of the Goods and Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>15.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of special tools, etc., necessary for the proper and continuing functioning of the Services during the period if specified in the BDS following commencement of the use of the Services by the Purchaser.</p> |

16. Documents Establishing the Qualifications of the Bidder
- 16.1 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 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 Services to supply these 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.
17. Period of Validity of Bids
- 17.1 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. The bid shall be validity until 180 days from the date of opening bids
- 17.2 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.
18. Format and Signing of Bid
- 18.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 9 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
- 18.2 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.
- 18.3 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

- |   |      |   |
|---|------|---|
| 19. Submission, Sealing and Marking of Bids | 19.1 | Bidders may always submit their bids by mail or by hand.<br><br>(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.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.   |
|   | 19.2 | The inner and outer envelopes shall:<br><br>(a) Bear the name and address of the Bidder;<br><br>(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 20.1;<br><br>(c) bear the specific identification of this bidding process as indicated in the BDS; and<br><br>(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 23.1.<br><br>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. |
| 20. Deadline for Submission of Bids         | 20.1 | Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.   |
|   | 20.2 | The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, 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.   |
| 21. Late Bids                               | 21.1 | the Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 20. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.   |
| 22. Withdrawal, and Modification of Bids    | 22.1 | A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 18.2, (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 18 and 19 (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 20.

22.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 35.1.

22.3 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 There of.

### 23. Bid Opening

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

23.2 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.

23.3 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, in accordance with ITB Sub-

## Clause 21.1

- 23.4 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

24. Confidentiality
- 24.1 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.
- 24.2 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.
- 24.3 Notwithstanding ITB Sub-Clause 24.2, 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.
- 25 Clarification of Bids
- 25.1 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 27.
26. Responsiveness of Bids
- 26.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 26.2 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 and 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.

26.3 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 correction of the material deviation, reservation, or omission.

27. Nonconformities, Errors, and Omissions

27.1 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.

27.2 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.

27.3 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.

- 27.4 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.
28. Preliminary Examination of Bids
- 28.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided, and to determine the completeness of each document submitted.
- 28.2 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 Sub-Clause 10.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 10;
29. Examination of Terms and Conditions; Technical Evaluation
- 29.1 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.
- 29.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 15, 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.
- 29.3 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 26, the Purchaser shall reject the Bid.

30. Evaluation of Bids
- 30.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 30.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 30.
- 30.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 12;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 27.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 12.2; and 12.3
  - (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;
- 30.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 30.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 30.5 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 Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
31. Comparison of Bids
- 31.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance

with ITB Clause 30.

32. Postqualification of the Bidder
- 32.1 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.
- 32.2 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 16.
- 32.3 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.
33. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 33.1 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

34. Award Criteria
- 34.1 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.
35. Notification of Award
- 35.1 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.
- 35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 Upon the successful Bidder's furnishing of the signed Contract Form
36. Signing of Contract
- 36.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 36.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.





## 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.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	<b>A. General</b>
ITB 1.1	The Purchaser is: Sri Lanka Tea Board
ITB 1.1	<p>The name and identification number of the Contract are: Proc/ Prom/GC(PR)- <b>Turkey, Iran &amp; Saudi Arabia</b> (2018)</p> <p>The number, identification and names of the lots comprising this procurement are; <b>Appointing an Agency for Public Relations Services for Ceylon Tea in Turkey, Iran &amp; Saudi Arabia</b></p>
ITB 2.1	The source of funding is: GOSL
ITB 4.4	Foreign bidders <i>are allowed to participate in bidding.</i>
<b>B. Contents of Bidding Documents</b>	
ITB 7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Director (Tea Promotion) for MENA Region Address: Tea Promotion Unit, Consulate General of the Democratic Socialist Republic of Sri Lanka, Villa No. 02, Plot B-44, Street 322-B, 8C Street Mankhool Road, Dubai – United Arab Emirates. Telephone: +971 4 3987871 Facsimile number: +971 4 3987872 Electronic mail address: ctbureau@eim.ae - ceylonte@eim.ae</p>
<b>C. Preparation of Bids</b>	
ITB 11.1 (e)	<p>The Bidder shall submit the following additional documents: <i>[insert list of documents, if any]</i> <u>Refer the formats given in bid document in addition this</u></p> <p>Agency profile, Business Registration, Audited Accounts 2017,2016,2015</p>
ITB 15.1	The bidder shall quote in United State Dollar (USD).

<b>ITB 19.1</b>	The bid shall be validity until 180 days from the date of opening bids.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p><b>Appointing an Agency for Public Relations Services for Ceylon Tea in Turkey, Iran &amp; Saudi Arabia</b></p> <p>Proc/ Prom/GC(PR)- <b>Turkey, Iran &amp; Saudi Arabia</b> (2018)</p>
<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention:</p> <p>Director (Tea Promotion) for MENA Region, Tea Promotion Unit, Consulate General of the Democratic Socialist Republic of Sri Lanka, Villa No. 02, Plot B-44, Street 322-B, 8C Street Mankhool Road, Dubai – United Arab Emirates</p> <p>The deadline for the submission of bids is:</p> <p>Date: 12.12.2018                      Time: 3.00 pm</p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at: Consulate General Office in Dubai with a bid opening committee at Embassy and forward the documents to Colombo office.</p> <p>Address: Tea Promotion Unit, Consulate General of the Democratic Socialist Republic of Sri Lanka, Villa No. 02, Plot B-44, Street 322-B, 8C Street Mankhool Road, Dubai – United Arab Emirates</p> <p>Date: 12.12.2018                      Time: 3.00 pm</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 35.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Option 1 is selected and the adjustment is: ..... Option 2 is selected and the adjustment is Dollars (USD) .... Option 3 is selected and the adjustment is ....% per week</p> <p>(b) Deviation in payment schedule:</p> <p>(c) the cost of major replacement of service:</p> <p>(d) <i>[insert any other specific criteria]</i></p> <p>(e)</p>

**ITB 35.4**

The following factors and methodology will be used for evaluation:

**Eligibility Criteria for Agency**

- Should have at least 7 years experience in PR industry.
- At least 5 years' experience in FMCG PR campaign handling.
- Should have handled a marketing and media management budget of over USD 50mn per annum in the past 3 years.
- Should have a fully-fledged Dubai Office.
- Should have an international network in Turkey, Iran & Saudi Arabia.
- Should have experience in creating and handling PR Campaigns in Turkey, Iran & Saudi Arabia for mega beverage brands.
- Agencies that have won recognition awards and/or handled large international branding campaigns and with proven human talent on international branding consultancy campaigns will be given preference.
- Local entity should get not involved with other hot beverage campaigns during the contract period.

Agencies will be required to provide proof of the fulfillment of the above criteria through officially accepted documents such as audited accounts, client confirmation of accounts handled, company registration documents etc.

**Expected Services from the PR Agency**

- To develop the PR strategy related to promotion of Ceylon Tea in Turkey, Iran and Saudi Arabia.
- To propose the tools/creative concepts for Public Relations campaign in Turkey, Iran and Saudi Arabia.
- To organize and Implement creative PR events to promote Ceylon Tea image in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.
- To organize publicity campaigns covering major media such as TV, Press and Social media in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.

**Financial Evaluation**

Quality and cost base selection (QCBS)

### Section III. Evaluation and Qualification Criteria

#### Evaluation Criteria

The PR Agency will be selected under quality and minimum cost based selection (QCBS) method and procedures describe selection of Good and services published by National Procurement Agency in Sri Lanka

<b>Technical Proposal 70%</b>		
No	Criteria	Maximum Points <sup>3</sup>
a	Experience in international PR Industry (Format A)	21
b	Experience in handling a FMCG Product (Format B)	26
c	Work plan and Methodology (Format C)	30
d	Key Staff allocation for SLTB Assignment (Format D)	09
f	Client Reference	10
g	any other Achievements	4
		100

#### Financial Proposal 30%

No	Lowest Financial Proposal will get highest marks	Evaluation

## Qualification Information

**Notes on Form of Qualification Information**

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

**FORMAT A - Experience in international PR Industry**

Period (From ... To...)	Employer	Description of Works	Amount	Contractor's Responsibility %

**FORMAT B - Experience in handling a FMCG Product**

Period (From ... To...)	Employer	Description of Works	Amount	Contractor's Responsibility %

**FORMAT C - Work plan and Methodology (Technical Proposal)**

No.	Items /tools	Description/ sub tools	Time Frame	Methodology
01	<i>Media relations</i>			
02	<i>Advertorials</i>			
03	<i>Social media</i>			
04	<i>Newsletters</i>			
05	<i>Brochures and catalogues</i>			
06	<i>Business events (Proposed location should be indicated)</i>			
07	<i>Speaking engagements</i>			
08	<i>Sponsorships or partnerships</i>			
09	<i>Traditional Journalist visits</i>			
10	<i>Influencers</i>			
11	<i>Digital tools</i>			
12	<i>Other</i>			







## Section IV. Bidding Forms

### Table of Forms

01. Bid Submission Form .....

02. Form of Contract Agreement.....

03. Price Schedule:.....

04. Price and Completion Schedule - Related Services .....

01.Bid Submission Form

[Date]

Chairman  
Sri Lanka Tea Board

Having examined the bidding documents, we offer to provide the Services [name and identification number of Contract] in accordance with the Conditions of Contract, Employer’s Requirements and activity schedule accompanying this Bid for the Contract Price of [.....amount in numbers],[.....amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Official Stamp Seal

## 02. Form of Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Conditions of Contract;
  - (b) The Contract Data;
  - (c) The Form of Bid
  - (d) The Priced Activity Schedule
  - (e) The Employer's Requirements
  - (f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
    - Appendix A: Description of the Services
    - Appendix B: Schedule of Payments
    - Appendix C: Key Personnel
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Services and Facilities Provided by the Employer
  
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

---

[Authorized Representative]  
 For and on behalf of [name of Service Provider]

---

[Authorized Representative]

### 03.Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

### 04. PRICE SCHEDULE

The Financial Proposal should also be submitted in line with the technical proposal. Agencies are required to fill the following rate card in addition to submitting the financial proposals specified above for the purpose of comparison. Payments will be made on a job by job basis or installment basis on work done basis.

No.	Items /tools	Description/ sub tools	Quantity	Unit Rate	Cost of Concept Development & Professional Charges (Rate in USD)
01	<i>Media relations</i>				
02	<i>Advertorials</i>				
03	<i>Social media</i>				
04	<i>Newsletters</i>				
05	<i>Brochures and catalogues</i>				
06	<i>Business events including event organizing cost ****</i>				
07	<i>Speaking engagements</i>				
08	<i>Sponsorships or partnerships</i>				
09	<i>Traditional Journalist visits</i>				
10	<i>Influencers</i>				
11	<i>Digital tools</i>				
12	<i>Other</i>				
	<i>Tax **</i>				

\* Excluding Traveling cost for the presentation  
 \*\*Breakdown of the Taxes is needed  
 \*\*\* Event organizing cost should be indicated separately

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- 2. Inspections and Tests .....

# 1. Technical Specifications

## Schedule C – Work Plan and Methodology

(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)

### **TECHNICAL PROPOSAL**

#### **FORMAT C - Work plan and Methodology (Technical Proposal)**

No.	Items /tools	Description/ sub tools	Time Frame	Methodology
01	<i>Media relations</i>			
02	<i>Advertorials</i>			
03	<i>Social media</i>			
04	<i>Newsletters</i>			
05	<i>Brochures and catalogues</i>			
06	<i>Business events (Proposed location should be indicate)</i>			
07	<i>Speaking engagements</i>			
08	<i>Sponsorships or partnerships</i>			
09	<i>Traditional Journalist visits (Profiles should be attached)</i>			
10	<i>Influencers/KOLs (Profiles should be attached)</i>			
11	<i>Digital Tools</i>			
12	<i>Other</i>			

## **5. Main Objective**

**To increase brand awareness of “Pure Ceylon Tea” and purchase content in line with the stated Marketing Objectives across the identified global markets**

### **Scope of Communication**

- Ceylon Tea to be the most aspired tea in the world
- Create awareness in the identified target markets that the Lion Logo symbol is the only guarantee of high quality pure Ceylon Tea since it is plucked at origin.
- Create awareness that the Lion Logo also signifies sustainable production processes: environmental, social and ethical.
- Persuade consumers to look for “Ceylon Tea” with “Lion Logo” on the retail shelf.
- Re-impose the relationship between "Ceylon Tea" and Sri Lanka.

## **6. Expected results from the campaign**

- Ceylon Tea to be reinforced as the pre-eminent Tea in the world.
- To reverse the recent decline and increase value added/pre-packaged exports of Pure Ceylon Tea. (Consumer packs at retail level not exceeding 3Kilos).
- Increase the revenue of Ceylon Tea exports.
- To increase the share of Lion Logo tea exports.

## **7. Demographic Segmentation**

<b>Description</b>	<b>Turkey</b>	<b>Iran</b>	<b>Saudi Arabia</b>
<b>Target Gender</b>	Male and Female	Male and Female	Male & Female
<b>Target Age</b>	25-40	25-40	20+
<b>Socio-Economic Class</b>	Upper Class, Upper Middle, Middle (ABC1C2)	BC1 SEC Class Groups urbanized Iranians	Upper Class, Upper Middle, Middle (ABC1C2)
<b>Geographical Area</b>	Nationally	Tehran, Mashhad, Karaj, Esfahan, Shiraz and Tabriz (these 6 cities are responsible for about 75% of tea consumption of Iran)	Nationally

## **9. Expected Services from the PR Agency**

- To develop the PR strategy related to promotion of Ceylon Tea in Turkey, Iran and Saudi Arabia.
- To propose the tools/creative concepts for Public Relations campaign in Turkey, Iran and Saudi Arabia.
- To organize and Implement creative PR events to promote Ceylon Tea image in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.
- To organize publicity campaigns covering major media such as TV, Press and Social media in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.
- To propose methodology for monitoring and evaluation process.



Section VI. General Conditions of Contract

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 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 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 Services, as specified in the Contract Data.
- (i) ~~“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 Services is subcontracted by the Supplier.

Section VI General Conditions of Contract

(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 contract.

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

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.

5.2 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.

- 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 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 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 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 Services performed under the Contract shall not

VI. General Conditions of Contract

vary from the prices quoted by the Supplier in its bid.

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 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.

- |                                  |   |
|----------------------------------|---|
| 19. Confidential Information     | <p>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.</p> <p>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.</p> <p>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.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20. Subcontracting               | <p>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.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p>  |
| 21. Specifications and Standards | <p>21.1 Technical Specifications and Drawings</p> <p>(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.</p>   |



## Section VI. General Conditions of Contract

- (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.  |
| <del>23. Insurance</del>  | <del>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.</del>  |
| 24. Transportation        | 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods 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 traveling and board and lodging expenses.  |

- 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~~

## Section VI. General Conditions of Contract

~~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 arising 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

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.

- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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,

Section VI. General Conditions of Contract

- (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 Clause 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 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

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 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 Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 34.2 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

### 34.3 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 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.

36. Negotiations

Will be held at the date and address indicated in the Data Negotiations Sheet. The invited suppliers will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the employer proceeding to negotiate with the next-ranked supplier. Representatives conducting negotiations on behalf of the supplier must have written authority to negotiate and conclude a Contract.

37. Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization, and any suggestions made by the supplier to improve the Terms of Reference. The employer and the supplier will finalize the Terms of Reference, work schedule and reporting. These documents will then be incorporated in the Contract as “Description of Services”. The employer shall prepare minutes of negotiations which will be signed by the employer and the Supplier.

38. Conflict of Interest

Agency is requested to declare any conflict/s of interest.

If information provided by the agency or other information available to it establishes, that a conflict of interest exists between Sri Lanka Tea Board and the Agency, it might be



grounds for exclusion of the agency from consideration for the Sri Lanka Tea Board account.

In the event the Sri Lanka Tea Board establishes a conflict of interest exists after the engagement of the agency, the contract between the department and the agency may be terminated by letter in accordance with the terms and conditions of the contract.

### 39. Security, confidentiality and copyright

**NOTE:** It has been established worldwide that the copyright of creative work in advertising as well as in the case of a painter remains the fundamental right of the person producing such creative.

#### Copyright

Intellectual property remains vested with Sri Lanka Tea Board once the payment is made. Sri Lanka Tea Board shall secure sole ownership of any material produced during the course of the contract.

The information in this brief is confidential. The agency and other persons working on this project will be bound by Public Service regulations with respect to confidentiality. All information gathered in relation to the project is the property of Sri Lanka Tea Board. If confidential information is leaked during the tender process this may be grounds for exclusion of the agency from consideration for this campaign. The successful agency is also not at liberty to disclose any of this information to any other party and if information is leaked after the successful agency is appointed this may be grounds for termination of the contract.

### 40. Important Considerations

- Sri Lanka Tea Board is a government institution that comes under the Ministry of Plantation Industries. It is paramount that the agency makes special commitment to understand the working culture and demonstrate to a larger extent flexibility, high level of enthusiasm and motivation, thus assist Sri Lanka Tea Board to fulfill administrative procedures (related to the advertising agency work) in the public sector.
- Agency should demonstrate the interest and motivation to serve the national brand Ceylon Tea with Lion logo and packed at origin while they should not only consider mere financial gains.
- Note that the items listed in the table 'Expected event management from the agency' may increase or decrease depending on the requirement of Sri Lanka Tea Board.

## 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.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>CC 1.1(i)</b>	The Purchaser is: Sri Lanka Tea Board
<b>CC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: Dubai
<b>CC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Attention: Director General  Address: Sri Lanka Tea Board, No.574, Galle Road, Colombo 03.  Telephone: +94-11-2508991  Facsimile number: +94-11-2582122  Electronic mail address: dg@pureceylontea.com
<b>CC 12.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are handover to Consulate General Office  Director (Tea Promotion) for MENA Region, Tea Promotion Unit, Consulate General of the Democratic Socialist Republic of Sri Lanka, Villa No. 02, Plot B-44, Street 322-B, 8C Street Mankhool Road, Dubai – United Arab Emirates
<b>CC 15.1</b>	<i>Sample provision[Select appropriately]</i>  CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  After completion of the work / job (Job basis)  Payment shall be made in United State Dollar (USD)

## **Annexure I**

### **Terms of Reference**

#### **Appointing an Agency for Public Relations Services for Ceylon Tea in Turkey, Iran & Saudi Arabia**

##### **SECTION A: Introduction**

The British, who ruled Sri Lanka until 1948, introduced the tea industry to the country in 1867. Tea production is of high importance to the Sri Lankan economy and the world market. The country is the world's fourth largest producer of tea and the 3<sup>rd</sup> largest exporter. The industry is one of the country's main sources of foreign exchange, accounting for 2.8% of GDP, generating over US\$1500 million annually in exports of tea. The tea sector employs directly and indirectly about 2 million people in Sri Lanka, which accounts for 10% of the country's population.

Ceylon Tea has been prized for its unique flavour, colour & character, which cannot be easily replicated. The humidity, cool temperatures, sunshine and rainfall (two monsoons) in the country's Central and Southern highlands are conducive to the manufacture of special quality teas. Tea plantations in Sri Lanka are scenic and pristine. Tea is grown, hand-picked and processed in an artisanal process, unchanged for over a century.

The renowned Tea Research Institute strictly monitors use of pesticides [which are needed in minimal quantities due to the humid climate]. Ceylon Tea is reputed as the "cleanest tea in the world" in respect of pesticide residues due to these stringent controls.

Ceylon tea is divided into three groups: High Grown, Mid Grown, and Low Grown teas based on the elevation and geography of the land on which it is grown. This is similar to the terroir concept in wine. Ceylon Tea has unique characteristics and is known for superior flavor for its high grown teas with heavy demand from the west and exquisite leaf appearance for low grown teas, much sort after in the Middle East.

26% of tea is produced on corporate estates and 74% by small holders, who sell the raw leaf to processing factories. Cost of production is the highest among major origins due to low yields, high cost artisanal processes and relatively high cost of labour. In that back-ground and due to the premium quality of Orthodox Ceylon Tea, it has to be sold at higher price levels than other origins. This has happened thus far but could be at risk if a concerted effort is not made to rebuild the premium, aspirational position of Ceylon tea, highlighting its superiority to other origins. There would be a major socio-economic impact of a reduction in tea prices and if they do not grow in line with production cost/cost of living increases.

In the first half of the 20<sup>th</sup> century, the British developed Ceylon Tea's global image by exporting it in bulk to London for packaging. Almost all major international brands like Lipton, Tetley, Typhoo and Twinings built consumer loyalty with Ceylon Tea. British interests developed the quality and image of Ceylon Tea to a level envied by other tea producers. The Ceylon Tea Propaganda Board, founded in 1932, spent large sums promoting Ceylon Tea in consuming countries, supporting the major international brands, developing the Lion Logo

to signify Pure Ceylon Tea, preceding the Juan Valdez character for Columbian Coffee.

Most British owned global brands started moving away from Ceylon Tea in the late

1970s/early 1980s due to the Government policy of nationalization and the switch from quality-based competition to price based, with the advent of supermarkets and the tea bags.

**2) Our Vision:**

**Make pure Ceylon tea the most aspired beverage in the world.**

**3) The Challenge:**

In most of our key markets, the market leaders have moved or are moving away from an emphasis on origin to an emphasis on their brand and the values it portrays. As the costs of marketing increase and the power of supermarkets to discount rises, brands are economizing by reducing the content of Ceylon tea in their blends. Ceylon tea is by far the most expensive black tea due to global demand and hence the inclusion of other origins into a blend is most often to reduce the final cost. This is a gradual and subtle process that is little understood by the consumer who assumes his usual brand is of a consistent quality. Over the longer term, reduced quality impacts new generations drinking tea apart from drop in demand for Ceylon Tea.

The market leaders in target markets began and grew their brands using pure Ceylon tea. Therefore, we need to once again create awareness of the need for the consumer to seek out the genuine Ceylon Tea via the Lion Logo symbol, as it is the most reliable guarantee of Pure Ceylon Tea.

Tea drinkers are generally ageing and younger generations move to trendier beverages. In traditional tea markets it is viewed as old fashioned “my parents’ drink.” Tea consumption is higher per capita in less developed markets. As prosperity increases, coffee and other beverages grow. Tea is not viewed as a prestigious, aspirational beverage.

Consumers in more sophisticated markets are increasingly influenced by Fair trade and environmental Rainforest Alliance type campaigns which place little emphasis on origin and quality attributes. These schemes are designed for international brands packing in consuming markets and do not benefit Sri Lanka or origin packed brands. (Annex A – Tea Market in Turkey & Annex B - Tea Market in Iran & Annex C – Tea Market in Saudi Arabia)

**4. Reasons to conduct the PR Campaign**

PR will be a part of the global campaign of the Sri Lanka Tea Board ongoing Advertising plan. The PR campaign depends on the overall goals. Accordingly, following communication objectives are emphasized.

## **5. Main Objective**

**To increase brand awareness of “Pure Ceylon Tea” and purchase content in line with the stated Marketing Objectives across the identified global markets**

### **Scope of Communication**

- Ceylon Tea to be the most aspired tea in the world
- Create awareness in the identified target markets that the Lion Logo symbol is the only guarantee of high quality pure Ceylon Tea since it is plucked at origin.
- Create awareness that the Lion Logo also signifies sustainable production processes: environmental, social and ethical.
- Persuade consumers to look for “Ceylon Tea” with “Lion Logo” on the retail shelf.
- Re-impose the relationship between "Ceylon Tea" and Sri Lanka.

## **6. Expected results from the campaign**

- Ceylon Tea to be reinforced as the pre-eminent Tea in the world.
- To reverse the recent decline and increase value added/pre-packaged exports of Pure Ceylon Tea. (Consumer packs at retail level not exceeding 3Kilos).
- Increase the revenue of Ceylon Tea exports.
- To double the share of Lion Logo tea exports.

## **7. Demographic Segmentation**

<b>Description</b>	<b>Turkey</b>	<b>Iran</b>	<b>Saudi Arabia</b>
<b>Target Gender</b>	Male and Female	Male and Female	Male & Female
<b>Target Age</b>	25-40	25-40	20+
<b>Socio-Economic Class</b>	Upper Class, Upper Middle, Middle (ABC1C2)	BC1 SEC Class Groups urbanized Iranians	Upper Class, Upper Middle, Middle (ABC1C2)
<b>Geographical Area</b>	Nationally	Tehran, Mashhad, Karaj, Esfahan, Shiraz and Tabriz (these 6 cities are responsible for about 75% of tea consumption of Iran)	Nationally

## **8. Eligibility Criteria for Agency**

- Should have at least 7 years experience in PR industry.
- At least 5 years’ experience in FMCG PR campaign handling.
- Should have handled a marketing and media management budget of over USD 50mn per annum in the past 3 years.
- Should have a fully-fledged Dubai Office.
- Should have an international network in Turkey, Iran & Saudi Arabia.
- Should have experience in creating and handling PR Campaigns in Turkey, Iran & Saudi Arabia for mega beverage brands.
- Agencies that have won recognition awards and/or handled large international branding campaigns and with proven human talent on international branding consultancy campaigns will be given preference.

- Local entity should get not involved with other hot beverage campaigns during the contract period.

Agencies will be required to provide proof of the fulfillment of the above criteria through officially accepted documents such as audited accounts, client confirmation of accounts handled, company registration documents etc.

**9. Expected Services from the PR Agency**

- To develop the PR strategy related to promotion of Ceylon Tea in Turkey, Iran and Saudi Arabia.
- To propose the tools/creative concepts for Public Relations campaign in Turkey, Iran and Saudi Arabia.
- To organize and Implement creative PR events to promote Ceylon Tea image in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.
- To organize publicity campaigns covering major media such as TV, Press and Social media in Turkey, Iran and Saudi Arabia parallel to Sri Lanka Tea Board advertising Campaign.
- To propose methodology for monitoring and evaluation process.

**10. SLTB Time Plan**

<b>Time Duration</b>	<b>Activity</b>
19 <sup>th</sup> Nov 2018	Calling Proposals
12 <sup>th</sup> Dec 2018	Closing date for Proposal submission
21 <sup>st</sup> Dec 2018	Finalizing the Evaluations
31 <sup>st</sup> Dec 2018	Awarding the service to selected Bidder
Mid 2019	Commencement of PR Campaign
Mid 2019	Commencement of SLTB advertising Campaign
Mid 2020	PR campaign performance Evaluation
Mid 2022	Campaign will be ended