

# **REQUEST FOR PROPOSALS**

## **SELECTION OF A SERVICE PROVIDER**

### **CLOUD BASED WEBSITE SOLUTION INCLUDING DESIGN, IMPLEMENTATION, SEARCH ENGINE OPTIMIZATION, SEARCH ENGINE MARKETING & MAINTENANCE**

**FOR**

**THE BOARD OF INVESTMENT OF SRI  
LANKA (BOI)**

**CONTRACT NO: BOI/ADMN/Q/128/2021**

**BOARD OF INVESTMENT OF SRI LANKA**

Level 09, West Tower  
World Trade Center  
Echelon Square  
Colombo 01

September 2021

# BOARD OF INVESTMENT OF SRI LANKA

## REQUEST FOR PROPOSALS (RFP)

### INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF A SERVICE PROVIDER FOR CLOUD BASED WEBSITE SOLUTION INCLUDING DESIGN, IMPLEMENTATION, SEARCH ENGINE OPTIMIZATION (SEO), SEARCH ENGINE MARKETING (SEM) & MAINTENANCE FOR THE BOARD OF INVESTMENT OF SRI LANKA

CONTRACT NO: BOI/ADMN/Q/128/2021

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Board of Investment of Sri Lanka (BOI) invites sealed proposals from the eligible and qualified Bidders for selection of a Service Provider to obtain Cloud Based Website Solution including design, implementation, SEO, SEM & maintenance for the Board of Investment of Sri Lanka.
2. Eligible Bidders shall have previous experience as Service Provider for at least three, ideally five reputed organizations providing the similar challenges, preferred in last three years.
3. The initial period of Contract is one (01) year, to be extended based on the performance.
4. Inviting proposals will be conducted through the National Competitive Bidding Procedure.
5. Interested Bidders may obtain further information from the Deputy Director General – Marketing, Research & Talent Management, of BOI (Tel. 011-2338063, 011-2427018, 077-7281390, E-mail: [johannm@boi.lk](mailto:johannm@boi.lk)) or Senior Deputy Director – Information Technology (Tel. 011-2424381, 011-2427305, 076-9728098, E-mail: [samanthad@boi.lk](mailto:samanthad@boi.lk))
6. RFP Document may be inspected during working days at the Stores & Supplies Unit, Administration Department, Level 9, West Tower, World Trade Center, Colombo 01 from 09:00 to 15:00 hours up to 21.10.2021. The RFP Document could also be viewed on the Website of the BOI. (<https://investsrilanka.com/boi-ads/>)
7. A complete set of RFP Document may be purchased by the interested Bidders from the Stores & Supplies Unit on the submission of a written request on a business letter head upon making a non-refundable payment of Rs.10,000/- plus VAT in cash to the Shroff of the BOI during working days between 9:00 and 15:00 hours from 27.09.2021 until 21.10.2021 or the Bidders may obtain the Bank details of BOI for making payments, by contacting Senior Deputy Director – Administration (011-2543041, 011-2427365, 074-1531432 or E-mail: [lakshmanp@boi.lk](mailto:lakshmanp@boi.lk)).
8. A virtual pre-proposal meeting of this contract will be held at **10:00 hours on 15.10.2021** for which the link will be shared upon sending an email request to [lakshmanp@boi.lk](mailto:lakshmanp@boi.lk).
9. Sealed proposals addressed to **Chairman, Department Procurement Committee II, C/o Director – Administration, Administration Department, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Colombo 01** may be sent either by registered post or should be deposited in the Tender Box placed at the Stores & Supplies Unit of the above address to be submitted on or before **14:00 hours on 22.10.2021**. Late Proposals will be rejected. Proposals will be opened immediately after the closing time of proposals and virtual bid opening will be held for which the link will be shared in advance with the Bidders who have purchased the Bidding Document.

10. Proposals shall be valid up to 19.01.2022.

11. All Proposals shall be accompanied by a Bid Security of Rs.100,000/- and shall be valid up to 18.02.2022.

Chairman

**BOARD OF INVESTMENT OF SRI LANKA**

## **Section I. Instructions to Bidder (ITB)**

### **A. General**

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
  
- 2. Qualification and Experience of the Bidder**
  - 2.1 All bidders shall provide in Section III, Form of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule as necessary.
  - 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
    - (a) Work plan and methodology
    - (b) Experience in services of a similar nature for each of the last three to five years, and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
    - (c) Qualification and experience of key Staff proposed for Contract;
    - (d) List of major items of equipment proposed to carry out the Contract;
    - (e) Any other if listed in the Bidding Data.
  
- 3. Cost of Bidding**
  - 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
  
- 4. Site Visit and Pre-proposal Meeting**
  - 4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

4.2 The Bidders are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Data Sheet. The Bidders should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal meeting

## **B. Bidding Documents**

### **5. Content of Bidding Documents**

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

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VIII	Forms of Securities
Invitation for Bid	
Section II	Bidding Data
Section III	Forms of Bid and Qualification Information
Section V	Contract Data
Section VI	Employer's Requirements
Section VII	Activity Schedule

### **6. Clarification Of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

## **C. Preparation of Bids**

### **7. Language of Bid**

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

**8. Documents  
Comprising  
the Bid**

- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked “**ENVELOPE 1– QUALIFICATION AND EXPERIENCE INFORMATION**”; and
  - (b) The second envelope shall be clearly marked “**ENVELOPE 2 – “FINANCIAL BID”** and warning “**DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS**”.
- 8.2 The Envelope 1, marked as “**QUALIFICATION AND EXPERIENCE INFORMATION**” shall include the originals of the following:
- (i) Bid Security if requested;
  - (ii) Duly filled Schedules, “Qualification and Experience Information”; (Schedule A to F)
  - (iii) Other information listed in Bidding Data; and
  - (iv) Any other information, Bidder may wish to include
- 8.3 The Envelope 2, marked a “**ORIGINAL OF FINANCIAL BID**” shall include the originals of the following:
- (i) Duly filled and signed Bid Submission Form;
  - (ii) Duly filled Priced Activity Schedules
- 8.4 The two covers shall then be sealed in an outer Envelope. All inner and outer envelopes/covers shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in Bidding Data;

**9. Bid Prices**

- 9.1 The Contract shall be for the Services, as described in the Employer’s Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in rates and prices for all items of the Services described in Employer’s Requirements, Section VI and listed in the Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.

- 10. Currency of Bid** 10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.
- 11. Bid Validity** 11.1 Bids shall remain valid for the period specified in the Bidding Data.
- 11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.
- 12. Bid Security** 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.
- 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).
- 12.5 The Bid Security may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the Contract; or
    - (ii) furnish the required Performance Security (if required).
- 13. Format and Signing of Bid** 13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.
- 13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

#### **D. Submission of Bids**

##### **14. Sealing and Marking of Bids**

- 14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.
- 14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

##### **15. Deadline for Submission of Bids**

- 15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- 15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

##### **16. Late Bids**

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15.1 will be returned unopened to the Bidder.

#### **E. Bid Opening and Evaluation**

##### **17. Bid Opening**

- 17.1 The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as



the Employer may consider appropriate, will be announced by the Employer at the opening.

- 17.3 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause 21.2.

**18.  
Clarification of  
Bids**

- 18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

**19.  
Examination of  
Bids and  
Determination of  
Responsiveness**

- 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b, c) is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**20.  
Evaluation of  
Qualification  
and Experience**

- 20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.
- 20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3

- 20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.
- 20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of **70 points** together with the minimum given against each criterion.

## **21. Evaluation of Financial Bid**

- 21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile.
- 21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened.
- 21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.
- 21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
  - b) correcting the arithmetical errors in-pursuant to Clause 22.
  - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
  - d) applying any discounts offered by the Bidder.
- 21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

## **22. Correction of**

- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified

## **Errors**

by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub- Clause 12.5.

## **F. Award of Contract**

### **23. Award Criteria**

- 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

### **24. Employer's Right to Accept any Bid and to Reject any or all Bids**

- 24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### **25. Notification of Award and Signing of Agreement**

- 25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 The Contract, in the form provided in the bidding document, will incorporate all agreements between the Employer and the successful Bidder.

**26.  
Performance  
Security**

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

**27.  
Advance  
Payment and  
Security**

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable Employer.

## Section II – Bidding Data

### Instructions to Bidders (ITB) Clause Reference

- (1.1) The Employer is Board of Investment of Sri Lanka (BOI)
- Request for Proposals – Selection of a Service Provider for Cloud Based Website Solution Including Design, Implementation, SEO, SEM & Maintenance for the Board of Investment of Sri Lanka.
- Contract No: BOI/ADMN/Q/128/2021
- (1.2) The period of completion of the Contract is One (01) year from the Date of awarding of the Contract and to be extended based on the performance.
- (2.2) The information required from Bidders in Sub-Clause 2.2 of Section I (ITB) is:
- (a) Work Plan and Methodology.
  - (b) Experience preferred in last 03 years in providing services of at least three, ideally five reputed organizations with similar challenges, and details of services under way or contractually committed, and names, contact nos. and addresses of clients who may be contacted for further information.
  - (c) Qualifications and experience of Key Staff proposed for the Contract.
  - (d) Web Hosting
  - (e) Audited Financial Statements up to three (03) years.
  - (f) A copy of the Certificate of Incorporation certified by the Company Secretary.
- (4.2) A virtual pre-proposal meeting of this contract will be held at **10:00 hours** on **15.10.2021** for which the link will be shared upon an email request to [lakshmanp@boi.lk](mailto:lakshmanp@boi.lk).
- (6.1) Any clarifications or queries on the RFP Document may be requested in writing not later than five (05) Working Days prior to the date of Submission of Proposals.
- The Address for requesting clarifications is: Director – Administration, Administration Department, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01, on 011-2427165, 077-2649435 and E-mail: [sirindag@boi.lk](mailto:sirindag@boi.lk).
- (8.0) Bids shall be submitted in accordance with the instructions of the ITB Clause 8. (Sub Clause 8.1 to 8.3)
- (8.4) The address for Submission of Proposals is: Chairman, Department Procurement Committee II, C/o Director – Administration, Administration Department, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01. Sealed proposals may be deposited in the Tender Box placed at the Stores & Supplies Unit, Administration Department, Level 9, West Tower, World Trade Center, Echelon Square, Colombo 01.

(11.1) The period of Proposal Validity shall be 90 days from the date of opening of Proposals, i.e. until 19.01.2022.

(12.1) The amount of Bid Security shall be Rs.100,000/-

The Bid Security shall be valid until 18.02.2022, from the date of opening of the Proposals.

The Proposal Security should be unconditional guarantee and should not be deviated from the format given in the Section VIII.

The Proposal Securities issued by the following agencies are acceptable.

- A Commercial Bank operating in Sri Lanka
- A bank based in another country but the guarantee “Confirmed” by a bank operating in Sri Lanka.

(14.1) The Employer’s address for the purpose of submission of Proposals is; Chairman, Department Procurement Committee II, C/o Director – Administration, Administration Department, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01.

For identification of the Proposal, the envelopes should indicate:

Contract: Request for Proposals – Selection of a Service Provider for Cloud Based Website Solution Including Design, Implementation, SEO, SEM & Maintenance for the Board of Investment of Sri Lanka.

Contract Number: BOI/ADMN/Q/128/2021

(15.1) The deadline for submission of Proposals shall be **at 14:00 hours on 22.10.2021.**

(17.1) Proposals will be opened at **14:00 hours on 22.10.2021** at the following address.

Administration Department  
Board of Investment of Sri Lanka  
Level 09, West Tower  
World Trade Center  
Colombo 01.

**Note:** Proposals will be opened immediately after the closing time and virtual bid opening will be held for which the link will be shared in advance with the Bidders who have purchased the Bidding Document.

**(20.3)** Criteria for the Evaluation of Qualification and Experience of the Bidders:

<b>Schedule</b>	<b>Criteria</b>	<b>Maximum Points</b>	<b>Minimum Required</b>
<b>A</b>	Work plan and Methodology	45	37
<b>B</b>	Experience in similar assignments	20	12
<b>C</b>	Key Staff	15	10
<b>D</b>	Web Hosting	10	05
<b>E</b>	Client Reference	05	03
<b>F</b>	Financial Capability	05	03
<b>Total</b>		<b>100</b>	<b>70</b>

**Brief description on criteria for the evaluation**

**A. Work plan and Methodology:**

The determination will take into account the Bidder's proposed approach including the allocation of necessary resources in providing the services and will compare the matching with the requirement stipulated in the Employer's Requirement.

**B. Experience in similar assignments:**

The determination will take into account the Bidder's involvement in the similar assignments in the recent past as given in **2.2 (b)**

**C. Key Staff:**

Only the Key staff proposed by the Bidder will be evaluated. Qualifications related to the Contract and experience gained by the staff will be considered.

**D. Web Hosting:**

Website should be hosted on a Data Center managed by a reputed Client (preferably SLT or Dialog) with Firewall Protection and data backup facility and other advanced security related services with minimal disruption to backup & downtime. Payments should be made by the Bidder until go live. Thereafter monthly rental will be paid by BOI.

**E. Client's Reference:**

The references made by previous clients on the quality of the Services provided by the Bidder and testimonials of the clients will be evaluated.

**F. Financial Capability:**

All financial aspects including the Annual Turnover and other financial information/audited financial statements will be evaluated.

**(20.4)** The Bidder who will qualify the minimum criteria and score minimum **70 points** or more, will be invited to present their proposed solutions to the Management of BOI.

The date of presentations will be informed by the BOI only for the Bidders who obtained the minimum 70 points. All expenses incurred for the delivery of presentations will be entirely borne by the Bidder.

**Selection of the Lowest Evaluated Bidder.**

The Financial Bids will be opened of the Bidders who fulfill the above minimum requirements (70 Points) and the final scores will be given as follows.

The Weights given to the Presentation and Financial Bids are:

Creative Proposal Presentation	=	0.7
Financial	=	0.3

**(26.1)** The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 5% of the total Contract Price covering the Contract period plus 28 days .

The Performance Security should be unconditional guarantee and should not be deviated from the format given in the Section VIII.

The Performance Securities issued by the following agencies are acceptable.

- a) A Commercial Bank operating in Sri Lanka
- b) A bank based in another country but the guarantee “Confirmed” by a bank operating in Sri Lanka.

**(27.1)** If requested, an advance payment equivalent to 20% of Initial Contract Price or Bid Price could be paid within 14 Days of the Service Provider submitting an acceptable unconditional Advance Payment Guarantee. (Section VIII)



## Qualification Information

### **Schedule A – Work Plan and Methodology**

[As required under ITB Clause 20.3)

The Bidder is expected to refer the Employer's Requirements in Section VI and develop a broad Work Plan and Methodology to fulfill the requirements as specified.

The Agency / Bidder shall provide an elaborated Work Plan and Methodology for the Contract on the following main elements.

- Demonstrate
  - An understanding of the key business challenges/opportunities facing the BOI and Provide an appreciation of it global competitive landscape from a website point of view
- Deliver a comprehensive website strategy to address the above challenges, opportunities & competition, using the scope of work provided as a guide, by presenting;
  - A concept/blueprint of a website that could be globally scaled to attract potential global investors and compete with other IPA websites (invest India / invest Vietnam etc), focusing on creative design, broad content and technical specification, milestones and time schedule for the Contract.
  - A search engine marketing and optimization strategy that will drive traffic of targeted potential investor audiences to the website and generate leads for BOI to action into FDI generating activity.

**Providing complete information is essential for the evaluation of the proposals.**

**Schedule B – Experience in Similar Assignments During Last Five Years**  
*(Enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)*

**Please provide the description of below organizations with similar challenges. We are looking for at least three, ideally five examples in reputed organizations, preferred in last three years.**

No	Organization/Institute	Project Period	Contact Person		URL of the developed Website	Description (Please describe the involvement of the client agency to develop the website (design, develop, maintain, security assessment, cloud hosting, server management, CRM development, web page development, attending troubleshooting etc.)
			Name	Tel. No.		
1.	Eg. ABC (P) Ltd	August 2019 to December 2019	Mr X	071458965	<a href="http://www.abc.lk">www.abc.lk</a>	Design, develop & maintenance server based Website Solution with security assessment
2.						
3.						
4.						
5.						

**Schedule C – Key Staff**

[As required under ITB Clause 20.3)

Proposed Service Team (including the profile and CV’s) that will be nominated to handle the BOI related requirements during the Contract. Below key staff have to be in the current Payroll of the organization or contractually obligated to perform the services.

No.	Key Area	Name	Position	Qualifications	Years of experience with current Employer	EPF/Pay Code Number
1.	Project Management					
	1.					
	2.					
2	Architecture and Interface Design					
	1.					
	2.					
	3.					
3.	Content Creation					
	1.					
	2.					
	3.					
4.	Graphic Design					
	1.					
	2.					
	3.					
5.	Web Page Development					
	1.					
	2.					
	3.					
6.	Website Security					
	1.					
	2.					
	3.					

**Schedule D – Web Hosting**

[As required under ITB Clause 20.3)

The Bidder shall provide the details about Client (eg. SLT, Dialog) and package offered.

No	Hosting Details	To be filled by the Bidder
1	Host at (Client Details)	
2	Server OS	
3	Hard Disk Space, RAM, Cores	
4	Firewall details	
5	Bandwidth - Up Link	
6	Bandwidth - Down Link	
7	Data Backup details	
8	DR Solution of the Client	

**Schedule E – Client’s Reference**

[As required under ITB Clause 20.3)

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

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

**Schedule F – Annual Turn-over Information**

Copies of Audited Financial Statements for the last three (03) years should be attached to prove the following figures.

<b>Description</b>	<b>Financial Year</b>		
	<b>2020/2019 (Mn)</b>	<b>2019/2018 (Mn)</b>	<b>2018/2017 (Mn)</b>
Turnover from Contracting			
Fixed Assets (FA)			
Current Assets (CA)			
Current Liabilities (CL)			
Long Term Liabilities (LL)			
Net Profit (Before Taxation)			

## Form of Contract

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]* (herein after 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 (herein after 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 and Reporting Requirements
    - Appendix C: Key Personnel and Subcontractors
    - 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]*

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*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

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*[Authorized Representative]*

## Section IV. Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider
- (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.

#### 1.2 Applicable Law

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

- 1.3 Language This Contract has been executed in English Language
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

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

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, " Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.



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

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

## 2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

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

2.6.3 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b),(d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 3. Obligations of the Service Provider

3.1 General

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

3.3 Confidentiality

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

3.5 Service Providers' Actions Requiring Employer's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations

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

- 3.7 Documents Prepared by the Service Providers to Be the Property of the Employer All plans, drawings, Employer’s Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
- 3.8 Liquidated Damages
- 3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- 3.8.2 Correction For Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5
- 3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

#### 4. Service Provider’s Personnel

- 4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

- 5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the CC.
- 5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be.
- 5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.5.4 and 6.3.
- 6.2 Contract Price The Contract Price is set forth in the Contract Data.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation
  - 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.5.4, a breakdown of the lump-sum price is provided in Appendix D.
- 6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

the conditions listed in the CC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Invoicing  
for  
Payments

The Employer shall make the Interim payments and final payment on review of the progress of work performed by the Service Provider and upon receipt of the invoices. Payments shall be made during the specific time period as stated in Contract Data.

## 7. Quality Control

7.1 Identifying  
Defects

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

7.2 Correction of  
Defects, and  
Lack of  
Performance  
Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

## 8. Settlement of Disputes

8.1 Amicable  
Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute  
Settlement

- 821 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.
- 822 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.
- 823 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

## Section V. Contract Data

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

1.1(c)      The Contract name is Request for Proposals – Selection of a Service Provider for Cloud Based Website Solution including Design, Implementations, SEO, SEM & Maintenance for the Board of Investment of Sri Lanka.

1.1(e)      The Employer is Board of Investment of Sri Lanka

1.1(h)      The Service Provider is .....

1.4          The addresses are:

Employer: Board of Investments of Sri Lanka  
              Level 26, West Tower  
              World Trade Center  
              Echelon Square  
              Colombo 01

Attention: Johann Munaweera  
              Deputy Director General – Marketing, Research & Talent Management  
Tele:       011-2338063 / 011-2427018  
E-mail:    [johannm@boi.lk](mailto:johannm@boi.lk)  
Mobile:    077-7281390

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

1.6          The Authorized Representatives are:  
              For the Employer: Johann Munaweera  
              Deputy Director General – Marketing, Research & Talent Management

              For the Service Provider: .....

2.1          The date on which this Contract shall come into effect is.....

2.2          The Service Provider shall commence the stipulated work within 14 days from the date of Letter of Acceptance and on the submission of the Performance Security.

              The Starting Date for the commencement of Services is .....  
              The Date for Commencement of service is 14 days from the effective date of the Contract.

2.3          The Service Provider is expected to complete the design, implementation, SEO / SEM and launching (go live) of the new Website within three (03) months from the effective date of the Contract. The period of Contract is initially one (01) year and to be extended based on

the performance of management of the Website. The intended Completion Date of Contract is on ..... 2023.

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

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

3.5(d) Any other actions are (Please specify) .....

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

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

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of Performance Penalty/(ies) is 5 percent (5%).

6.1 The Service Provider's remuneration shall be a Lump-sum remuneration in Sri Lanka Rupees and the total contract sum will be paid on the certification of the Deputy Director General – Marketing, Research & Talent Management. Such payments shall be made as given in the **Sub Clause 6.4**.

6.2 The Contract amount is. .... (LKR)

6.4 Payments shall be made according to the following schedule:

*[Note: (a) the following installments are indicative only; (b) “commencement date” may be replaced with “date of effectiveness;” and (c) if applicable, detail further the nature of the report evidencing performance, as may be required].*

6.4.1 If required, an Advance Payment of maximum 20% from the total Contract Price shall be paid on the request of the Service Provider against the submission of a Bank Guarantee.

6.4.2 Maximum two progress payments shall be made at the two intervals with maximum percentages of 10% and 30% respectively from the total Contract Price as follows, upon review of the work performed, subject to the certification by the Employer.

First progress payment of 10% - After 01 month from the date of commencing the Contract.

Second progress payment of 30% - After completing the design, implementation, SEO / SEM and after launching the Website (At the point of go live of the Website and at the end of the 1st quarter of one year Contract period).

6.4.3 The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.

6.4.4 Remaining 60% of the Contract Price shall be paid as equal installments at the end of each quarter, on satisfactory management of the Website. Accordingly, three (03) equal payments of 20% shall be paid at the end of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarters up to reach 100% of the total Contract Price over the period of one year.

6.4.5 The Service Provider may enter into a Service Agreement with the Employer for the maintenance of the Website for 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years post-handover, governed by the percentages stated by the Service Provider in Section VII - Maintenance Cost (Table B) and will be paid in four quarterly installments, following review of satisfactory maintenance and support services provided.

6.5 Payments shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4.1 to 6.4.4 above.



## Appendices

### **Appendix A – Description of the Services**

The Service Provider shall provide a detailed description of the services to be offered including the dates for completion of the various tasks and the work schedule for the implementation and maintenance of the Cloud Based Website Solution to the Board of Investment of Sri Lanka by taking into account of the following key activities.

- The Service Provider shall make himself fully aware and thorough understanding of the Employers' Requirements (Section VI).
- An overall Website Solution shall be developed over Wordpress, with an appropriate Content Management System (CMS) and should have an attractive User-friendly interface.
- The designed Website shall be in multiple languages to fulfil the international standards.
- The Service Provider shall be well aware of the expected deliverables of the Official Website designed for the Employer.
- The Website shall be implemented with all cyber security requirements.
- Maintenance related activities of the Web Solution shall be clearly coordinated.
- The developed Website Solution shall be managed by the Service Provider up to the expectations of the Employer.
- Content shall be updated on a continuous basis. This would include the maintenance and updation of the current website, until new website is launched.
- SEO / SEM setting targets to lead generation.

### **Appendix B – Schedule of Payments and Reporting Requirements**

#### **Schedule of Payments**

- The breakdown of the total Contract Price shall be in accordance with the payment schedule specified in 6.4 of Contract Data.
- Payments to the Service Provider will be made entirely on the performance of the creation of the new Website Design, content and copy, technical development & Implementation, SEO / SEM, Web Management, maintenance and hosting under the review period and on the work certified by the Management of the BOI as per the rates given in the Priced Activity Schedule in Section VII and for the maintenance and updation of the current website, until new website is launched. For any additional work performed, payments will be made according to the Rate Card.
- The progress of the Service Provider is reviewed monthly by the Employer according to the milestones and time schedule presented by the Service Provider in the Work Plan & Methodology under Section II - Bidding Data (Qualification Information). Payments will be made only based on the deliverables of the Contract and

the status of attending for the continuous developments of the Website (major, Medium & minor developments) by the Service Provider.

Milestone payments as stated in Contract Data (Sub Clause 6.4) shall be made according to the following time schedule, by reviewing the progress of completion of the activates pertaining to the entire Contract.

<b>Split of Contract</b>	<b>Desired Timeline</b>	<b>Percentage of the Total Contract Price</b>	<b>Milestone Payments</b>
New Website Design, Visual Layout, Content & Copy and Technical Development	Completion by 03 Months from the Commencement of the Contract	40%	10% - At the end of 01 Month from the commencement. 30% - At the end of 1 <sup>st</sup> Quarter (03 Months)
Website Maintenance	12 Months (From the Commencement of the Contract)	60%	20% - to be paid in four (4) equal installments at the end of every quarter. (Current & New website)
SEO / SEM			25% - to be paid at the end of each quarter as per agreed targets. (Current & New website)
Web Hosting			15% - to be paid in four (4) equal installments at the end of every quarter. (Current & New website)

Attending time for the development activities during the period of management of the Website is as follows.

<b>Nature of Development</b>	<b>Timeline</b>	<b>Remarks</b>
Major Development	24 - 48 Hours	As per Rate Card
Medium Development	24 Hours	To form part of Contract under “Website Maintenance” in Section VII – Priced Activity Schedule (Table A)
Minor Development	02 Hors	

#### **Reporting Requirements**

- The Service Provider shall report all activities under the Contract for prior approval of the Management of the BOI.

- The Service Provider shall allocate a dedicated officer / team for continuous commitment and reporting to the Employer.

### **Appendix C – Key Personnel and Subcontractors**

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

### **Appendix D – Breakdown of Contract Price**

- The Service Provider shall provide a detailed breakdown of the total Contract Price that is given in the Priced Activity Schedule. (Section VII)
- The prior approval of the Management of the BOI shall be obtained by the Service Provider for any additional work and for the payments not mentioned in the Priced Activity Schedule. Payments for the additional work will be guided by the rates provided in the Rate Card in Section VII.

### **Appendix E – Services and Facilities Provided by the Employer**

- The Employer shall provide the basic office facilities to the Service Provider on the request.
- The Employer shall designate an Officer to coordinate the work with the Service Provider.
- If the Service Provider requires to deploy a Retainer in the premises of the Employer, such arrangements will be made.
- The Employer will provide access to the information required for the designing of the Web Solution.

## **Section VI. Employer's Requirements**

## 1. BOI Profile

The Board of Investment of Sri Lanka (BOI) is the country’s apex agency for investment promotion and facilitation, incorporated as a statutory body under the government of Sri Lanka.

The key objectives of the BOI are to foster and generate economic development, widen and strengthen the base of the economy, encourage and promote Foreign Direct Investment, diversify sources of foreign exchange earnings, increase export earnings with the vision “To make Sri Lanka the most preferred destination for Sustainable investment in Asia”.

The key role of the BOI is to target and attract investments into priority sectors supporting the Government’s investment policy and contribute towards achieving national growth targets.

The BOI acts as the first point of contact for investors who intend to set up projects in Sri Lanka. Information and guidance are provided and approvals required from other Line Agencies are coordinated by the BOI to assist investors. Such assistance is provided throughout the project cycle from start-up to implementation and successful operation of the project.

At present, BOI owns and operates a total of twelve Export Processing Zones (EPZs) in the country, and BOI Enterprises account for 71% of national exports and 85% of industrial exports, while providing direct employment opportunities to over 500,000 Sri Lankans.

## 2. Background

Historically, while Sri Lanka’s economy has been fundamentally dependent on export oriented and FDI led economic activities, Sri Lanka has not been able to command the world’s stage on FDI inflows. Comparatively with other emerging countries it competes with in the Asian region, Sri Lanka has not been able to sustain a sizeable share of FDI from key investor destinations.

FDI Share matrix for emerging Asian countries, 2016-18

Destination of Greenfield FDI								
Source countries	China	India	Vietnam	Indonesia	Malaysia	Singapore	Philippines	Sri Lanka
China	-	23%	4%	38%	15%	4%	14%	0.2%
UAE	6%	51%	6%	12%	19%	2%	2%	0.6%
Thailand	19%	1%	48%	6%	3%	2%	21%	1.1%
Hong Kong	52%	17%	2%	1%	3%	18%	6%	0.6%
Japan	21%	18%	18%	9%	8%	8%	7%	0.2%
France	33%	28%	17%	2%	4%	11%	2%	0.2%
United States	45%	26%	6%	3%	3%	12%	4%	0.1%

Source: FDI Benchmark tool,  
Region is defined as Major emerging markets in Asia

As a result, countries such as Bangladesh and Vietnam, that were either on par with or lower than Sri Lanka on GDP terms, have, over the years, course corrected and grown exponentially to compete with other Asian nations that have always enjoyed a higher GDP. Sri Lanka is still lagging behind.

And while Sri Lanka lagged behind the rest of its neighbouring countries, the world as we know it changed, and with it, so did the lens of the investor and the parameters that affect and attract investment to frontier markets such as Sri Lanka.

The BOI recognized this trend and has set its course to support the Government’s agenda of doubling

GDP in this decade, and lead the orchestration in attracting market transforming FDI, and contribute substantially to this transformative economic agenda.

BOI has outlined its new strategy on the theme of “Reimagining FDI in Sri Lanka”, to enable a decade of growth. This strategy defines clear and actionable investment attraction priorities, coupled alongside realistically articulated timelines. The new strategy is aimed at transforming the economic landscape of Sri Lanka and curating a conducive investment climate.

It has been developed based on an in-depth study undertaken to elicit the country’s intrinsic and competitive advantages while comparative assessing regional competitor performance. It also focuses on identifying key areas for improvement to lead the creation of a compelling investment climate and investor facilitation, and action items to bridge shortcomings.

The strategy also includes initiatives taken to engage relevant line ministries and other government agencies in streamlining processes to improve accessibility to services, especially through digitization, aiming to reduce both step and time taken for approvals.

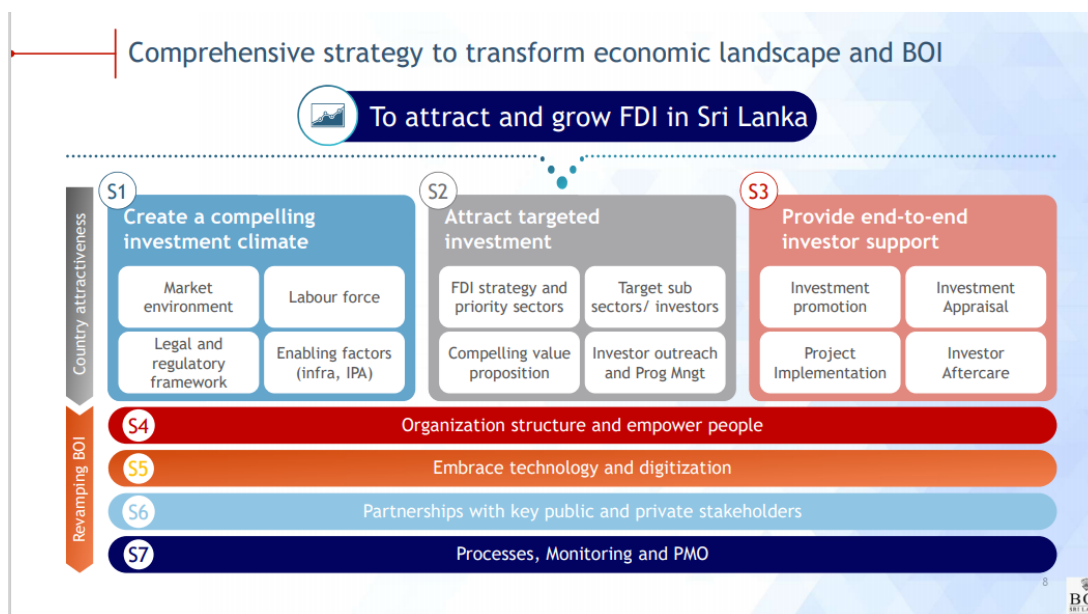
This strategy, therefore, has been developed focusing on two main aspects. One being “Country Attractiveness” and other being “Revamping BOI” and is articulated through a 7-pillar approach as below.

**“Country attractiveness” includes:**

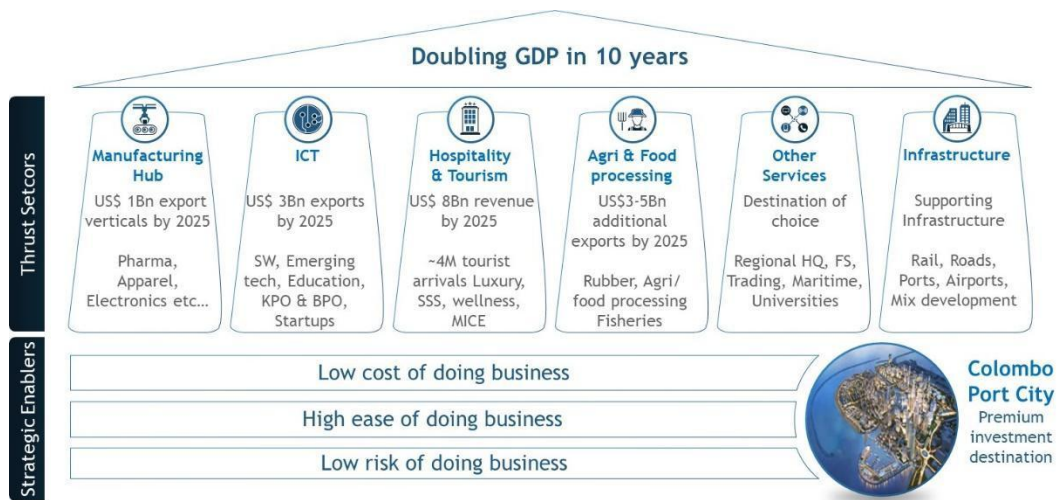
- Create a compelling investment climate;
- Attract targeted investment; and
- Provide end-to-end investor support.

**“Revamping BOI” includes:**

- Organization and People;
- Embrace Technology and People;
- Partnerships with Key Public & Private Stakeholders; and
- Process Monitoring & Project Management Office



To facilitate this, the BOI has set in motion an investment outreach programme to target thrust sectors such as Manufacturing, ICT, Tourism & Hospitality, Agri & Food Processing, Infrastructure, and other selected services that offer the greatest impact to the Sri Lankan economy and its citizens to capitalize on.



The manufacturing sector will naturally be focused on as it continues to provide the backbone to export based revenue generation. ICT and hospitality industries will, along with the Port City project where entry of Regional HQs, Financial Services, International trade and maritime firms as well as world-class academic institutions are promoted, drive the increase in GDP as game changers. Furthermore, agriculture and food processing sectors have been identified to usher in rapid and inclusive growth while the build-up of supporting infrastructure is seen as both an enabler and a hygienic factor. The Other high potential areas identified are;

- Exports & Import Substitution as FDI

FDI generation through exports is a crucial element in this strategy and is also an initial step which needs to be taken to access new markets. While Sri Lankan exports are on a growth trajectory, significant opportunity exists to accelerate exports and attract further FDI.

Currently exports are concentrated within a few sectors such as apparel, tea and rubber. The need therefore is to look beyond these sectors and focus on export diversification. This will be key to achieving the 2025 vision that will require a shift in industrial composition of inward FDI to new sectors where encouraging higher value added, domestic resource-based exports and import substitution are required to fuel realization. To that end,

A 400-acre zone will be dedicated for pharmaceutical manufacturing focusing on multiple categories of related sub industries such as biopharmaceuticals, injectables, APIs, nutraceuticals, etc.

A strong backward integration for the apparel industry will be initiated by developing a new zone for textile manufacturing.



- Electronics and the Electrical sub-sector will be positioned to take the advantage of future technology platforms such as graphite and graphene-based manufacturing, sensors and switches, IOT devices, printed circuit boards (PCBs), electrical panel boards, and mobile phones etc.
- Infrastructure and Services such as logistics, Regional HQs, Financial Services, Trading, Maritime & Universities will be required to support growing consumer economy as well as expanding manufacturing and services sectors.

In tandem with its identified thrust sectors, the BOI will also focus on predetermined geographic locations to realize its strategic agenda. These priority markets have been selected based on the following criteria:

- The top countries that have a strong track record of investing in Sri Lanka
- The top countries that have a strong track record of investing in South Asia
- The top countries that have been investing in the six priority sectors
- The top countries that have global strength in the six priority sectors
- The top countries that have published outward FDI strategies

Based on BOI's research conducted on these criteria, the following markets have been considered as priorities: These seven markets have been selected as they meet, at a minimum, at least two of the five criteria referenced above.



## The Challenge

### 1. Establishing Sri Lanka as a preferred investment destination for global investors

Attracting FDI however for Sri Lanka remains a challenge, as the landscape remains fiercely competitive, both globally and within South and South East Asia. In the short to medium term, the challenge for Sri Lanka is to remain globally relevant and internationally competitive, if it is to attract greater FDI against the backdrop of the pandemic where global FDI pools have tanked by over 40%. More than 1000 agencies worldwide compete for this reducing FDI stock.

The website will be one of the first channels of opportunity to create a compelling case of engagement with a potential investor, who will use it to form a first impression of what Sri Lanka has to offer vs. other competing nations and IPAs. This will be the first moment of truth that will create an image of Sri Lanka as a preferred investment destination and will support Sri Lanka to attract FDI to the country by engaging targeted global audiences.

It is imperative therefore that the BOI is armed with an effective and globally scalable website that can compete with the websites of other competing IPAs and which will generate the aesthetics and technical backbone to support in targeting investors and generating leads to capitalize on further.

### 3. Scope of Work

The Board of Investment of Sri Lanka seeks a Service Provider which specializes in the implementation of a holistic Cloud Based Web Solution inclusive of redesign and on-going maintenance/tech support, to develop its Official Website ([www.investsrilanka.com](http://www.investsrilanka.com)).

- 3.1 The overall solution should include design, development and maintenance of the Website with an appropriate **Content Management System (CMS)** which would have a user – friendly interface for non-webmasters to update the site with minimum IT skills.
- 3.2 The website must be developed and maintained on WordPress format
- 3.3 Search Engine Optimization
  - a. Optimization strategy  
This includes audience and content gap analysis, backlink and keyword research, competitor analysis, planning and keyword forecasts, and campaign ideation.
  - b. On-site optimization  
On-site search engine optimization includes metadata optimization and content generation, including optimizing content for Voice / Video.
  - c. Off-site optimization  
Off-site search engine refers to all the measures that can be taken outside of the actual website in order to improve its position in search rankings.
  - d. Technical optimization  
This includes a thorough multi-point audit, page speed projects, server log analysis, CMS/responsive design, indexation improvement, HTTPS and site migrations.



- 3.4 Search Engine Marketing  
Below given is the list of some of the best known SEM activities across major publishers (Google, YouTube, Facebook, LinkedIn etc.).
- o Paid search advertising
  - o PPC (pay-per-click)
  - o PPC (pay-per-call)
  - o CPC (cost-per-click)
  - o CPM (cost-per-thousand impressions)
- 3.5 Social Media Marketing  
Social media marketing supports in customer engagement and driving traffic to website hence helping business in generating more leads. By sharing informative & quality content, you are providing our potential customers one more reason to click through our website. Below are the lists of platforms which help us to achieve the maximum outcome in attracting FDI.
- o Facebook
  - o LinkedIn
  - o Instagram
  - o Twitter
  - o YouTube
  - o Any other popular platform like (Pinterest, Tumblr etc.)
- 3.6 Dynamic enough to reach multilingual access supporting key international languages such as Japanese, Chinese, Korean, Arabic, Russian, French, Spanish and German when it is necessary.
- 3.7 Development of investment promotion specific website pages for affiliated agencies foreign missions, as an extension to the BOI website and its investment promotion reach.
- 3.8 Cloud based solution that is hosted on a cloud maintained by a reputed Cloud Service Provider.
- 3.9 Server management and administration of the solution should be carried out by the Bidder.
- 3.10 The Service Provider has to deploy sufficient Project Managers/Business Analysts & Technical, Graphic Design, Security and Web Page Development Experts to maintain/manage and update the website. The Website needs to be updated in order to accommodate any future changes and requirements of BOI
- 3.11 The Website should support responsive page design compatible with multiple size screens (Computer, Tablet, Smartphones or any other)
- 3.12 Training should be provided to relevant BOI staff for updating and maintaining content using the Content Management System and to provide technical assistance to the BOI staff as needed during the contract period.
- 3.13 A Visitor Tracking System should be integrated to the webpage.
- 3.14 The website should have provision for interested parties to submit requests for detailed information and other queries as needed.

- 3.15 Visitors should have the option of registering for the BOI Newsletters / investment related opportunities.
- 3.16 Provide a communication interface (Chat Bots) for immediate responses to FAQs utilizing AI.
- 3.17 The Website should facilitate an online application approval system along with Payment Gateways, SMS Gateways etc. and Website developer should collaborate with employer to integrate the data entry panes with the backend data base.
- 3.18 The Website should feature an easy to use and convenient document download system. (Documents ranging from Annual Reports, Standard Bidding Documents, Promotional Material and Application forms among others).
- 3.19 Should provide a data backup and recovery solution for the Website, confirming zero downtime and ensuring business continuity while providing a contingency plan for disaster management.
- 3.20 Providing the BOI 24hrs technical support.
- 3.21 The Website should have links to following existing internal services / applications / systems that have already developed and run live:
  - 3.21.1 Visa – Visa recommendation system
  - 3.21.2 IDIS – Identity card issuing system
  - 3.21.3 Local Sales – Local sales bidding system
  - 3.21.4 Web Sub – employment data submitting system
  - 3.21.5 IEMS – import export management system
  - 3.21.6 Export BPO data – system of submitting BPO data
  - 3.21.7 Declarant portal – information viewing system for declarants
  - 3.21.8 Land Bank – viewing of land details
  - 3.21.9 Online application approval system
- 3.22 In addition, the Web Hosting services should ensure:
  - 3.22.1 **Scalability:** Ability to expand as per the needs of the BOI website.
  - 3.22.2 **Availability:** Be accessible 24/7 from any part of the world with minimum if not zero downtime (99.9%).
  - 3.22.3 **Flexibility:** Be adaptable to changes in Information Technology.
  - 3.22.4 **Redundancy and risk management:** Ability to mitigate and provide solutions in case of a website being affected by extended power outage, intruders, virus attacks and server failures.
  - 3.22.5 **Server Capacity:** Ability to use current models of web servers for optimal performance of the site hosted.

## **4. Other Attributes of the Web Solution**

### **4.1 Security:**

The Website should be developed taking into account all cyber security requirements needed to detect, prevent, and respond to all kinds of past, present and future threats and cyber attacks.

### **4.2 Usability:**

The Website should be user-friendly, interactive, quickly accessible and reliable with a simple yet attractive interface (even with slow internet speeds).

### **4.3 Aesthetics, appearance & functionality:**

The design should be professional, and appealing, in order to guide Stakeholders and other Visitors to easily access information and applications as needed. It should also be able to compete with other investment promotions agency websites such as invest India & Invest Vietnam etc.

The Website should utilize images and graphics as applicable, with consistency across all pages and applications, complementing the overall style of the Website.

### **4.4 Visibility and Accessibility:**

The Website should have high visibility with clear and descriptive page titles, and easily found via all major search engines.

### **4.5 Compatibility:**

The Website must adhere to the latest and modern web coding standards to facilitate cross browser compatibility. The website must be compatible with all major Web Browsers including MS Edge, Google Chrome, Netscape, Opera, Safari, Maxthon, Firefox and Macintosh based Browsers among others.

### **4.6 Speed of Connectivity:**

The server response to any page request should be fast, even when using multimedia (flash) among other plug-ins.

### **4.7 Technologically Advanced:**

It should consist of state of the Art Technology in keeping with current Website Trends, Formats and Customizations.

### **4.8 Corrective Services:**

It should ensure any defective links or errors identified during routine maintenance are noted and fixed.

### **4.9 Preventative Maintenance:**

It should ensure that the extensive testing is carried out to identify and fix problems as the traffic to the site increases.

#### **4.10 Content Management:**

Access to implement day to day/minor updates should be provided to the Marketing Department of the BOI.

#### **4.11 Minor Content Creation:**

The Web Solution should cover creation of icons, buttons, ads and other minor graphic additions as required.

#### **4.12 Refreshing Images/Graphics:**

This entails replacement and where relevant, the animation of various images on different pages on the Website including compressing documents and graphics to keep a minimum loading time.

#### **4.13 Site Performance and Enhancement:**

All pages within the Website should be available at all times, and pages should load without error or delay.

#### **4.14 Security Patches and Updates:**

All the Software including the Operating System should have the latest Security Patches and updates in order to avoid cyber-attacks.

## **5. Special Instructions / Guidelines**

- 5.1 The Service Provider shall implement all necessary security measures and adhere to the measures proposed by the Sri Lanka Emergency Response Team (SLCERT) for ensuring the security of Websites and obtaining certificates from SLCERT. BOI Website should be immune to exploitations not limited to SQL injection, cross-site scripting (XSS). Session/J back guard) URL poisoning etc. The security certificate should be submitted when the project is handed over to the Employer (BOI).
- 5.2 The Service Provider shall fix without charge any bugs or issues relating to non-compliance to the specification, or other issues materially affecting the impact of the software during a period of 12 months from the National Launch of revamped web portal. This includes all types of corrective action (bug fixing, security patches etc.).
- 5.3 If any 3rd party components, add-ons or services used in the software they must be licensed to BOI. Initial cost will be borne by the Service Provider. The Service Provider shall maintain and upgrade as necessary all elements of the Website Software until launch.
- 5.4 The Service Provider should hand over all the Source Codes and Credentials to the Employer (BOI) when the Project is handed over and the Source Codes should be resubmitted at intervals of six (06) months or following a major modification.
- 5.5 All material / product and related codes would be the property of the Employer and the Service Provider / Developer would have no claim over the same in future.
- 5.6 All content should be stored and kept confidential and the Service Provider should not reuse/replicate/transfer the same to the others/external parties.
- 5.7 The Service Provider should provide all Admin / User Manuals.

- 5.8 The Service Provider should also provide support for all future upgrades / initiatives related to the BOI Website.
- 5.9 The Web Solution should cover costs of all the licenses or certification for Website development and maintenance.
- 5.10 Copyright of the Website and all content within, should be exclusive to the BOI.
- 5.11 BOI will provide the SSL Certificate for the Website.
- 5.12 The Service Provider shall host the website on WordPress format

## **Technical Specifications**

The following information to be provided by the Bidder:

<b>Item</b>	<b>Requirement</b>	<b>Any other information</b>
Front end	Please Specify	
Back end	Please Specify	
CMS	Please Specify	
Software Development Lifecycle	Please Specify	
Database	Please Specify	
Data updating facility	Please Specify	
Website Security	Please Specify	
Cyber Security	Please Specify	

## Section VIII. Security Forms

### Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Agency]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

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Annex B Form: Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

*[name of Contract]*

Gentlemen:

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

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

Date: \_\_\_\_\_