

REQUEST FOR PROPOSALS

SELECTION OF A

PRODUCTION COMPANY

FOR

CORPORATE VIDEO

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

CONTRACT NO: BOI/ADMN/Q/081/2022

BOARD OF INVESTMENT OF SRI LANKA

LEVEL 09, WEST TOWER
WORLD TRADE CENTER
ECHELON SQUARE
COLOMBO 01

JUNE 2022

REQUEST FOR PROPOSALS (RFP)

INVITATION TO SUBMIT PROPOSALS FOR SELECTION OF A PRODUCTION COMPANY FOR CORPORATE VIDEO OF THE BOARD OF INVESTMENT OF SRI LANKA

CONTRACT NO: BOI/ADMN/Q/081/2022

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Board of Investment of Sri Lanka (BOI) invites sealed bids from the eligible and qualified Bidders for selection of a production company for the Corporate Video of the Board of Investment of Sri Lanka (BOI), in keeping with the Organization's objectives.
2. Eligible Bidders shall have experience for more than ten (10) years in Marketing Communication related production including the prior experience in National Brand (Nation Branding) related production such as Sri Lanka Tourism, Export Development Board and Sri Lankan Airlines etc.
3. The Contract period is three (03) months.
4. Bidding will be conducted through the National Competitive Bidding Procedure.
5. Interested Bidders may obtain further information on the Contract from the Director – Media & Publicity of BOI (Tel. 011-2338063, 077-3500588, E-mail: leslieu@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 18.07.2022. 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 27.06.2022 until 18.07.2022 or the Bidders may obtain the Bank details of BOI for making payments, by contacting Senior Deputy Director – Administration on 011-2543041, 011-2427365, 074-1531432 or E-mail: lakshmanp@boi.lk
8. A Pre-proposal meeting will be held at **10:00 hours** on **12.07.2022** and the venue is notified in the RFP document. The Bidders have the option to attend for the Pre-proposal meeting physically or virtually for which the link will be shared upon sending an email request to 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 19.07.2022**. Late Proposals will be rejected. Proposals will be opened immediately after the closing time and proposal opening will be held for the Bidders who have purchased the RFP Document. The Bidders have the option to attend for the proposal opening virtually (the link will be shared in advance).
10. Proposals shall be valid up to 17.10.2022.
11. All Proposals shall be accompanied by a Proposal Security of Rs.100,000/- and shall be valid up to 15.11.2022.

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) List of services performed for each of the last ten years;
 - (c) Experience in services of a similar nature during the last ten 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;
 - (d) Qualification and experience of key Staff proposed for Contract;
 - (e) List of major items of equipment proposed to carry out the Contract;
 - (f) Audited Financial Statements up to five (05) years
 - (g) Client's References
 - (h) 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**
 - 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:

Volume I

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VIII	Forms of Securities

Volume II

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 as **“ENVELOPE 1– QUALIFICATION AND EXPERIENCE INFORMATION”**; and
 - (b) The second envelope shall be clearly marked as **“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 G)
 - (iii) Other information listed in Bidding Data; and
 - (iv) Any other information, Bidder may wish to include
- 8.3 The Envelope 2, marked as **“ORIGINAL OF FINANCIAL BID”** shall include the originals of the following:
- (i) Duly filled and signed Bid Submission Form;
 - (ii) Duly filled Priced Activity Schedule
- 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 Priced Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 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 initialed 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 Errors

- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 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 suitable bank guarantee acceptable by the 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 Production Company for Corporate Video of the Board of Investment of Sri Lanka.
- Contract No: BOI/ADMN/Q/081/2022
- (1.2) The period of completion of the Contract is three (03) months from the Date of Award of the Contract.
- (2.2) The information required from bidders in Sub-Clause 2.2 is:
- (a) Work plan and methodology.
 - (b) Experience for more than ten (10) years in Marketing Communication related production including the prior experience in National Brand (Nation Branding) related production such as Sri Lanka Tourism, Export Development Board and Sri Lankan Airlines etc. 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) List of major items of equipment and facilities proposed to carry out the Contract (if any).
 - (e) Audited Financial Statements up to five (05) years.
 - (f) Client’s References
 - (g) A copy of the Certificate of Incorporation certified by the Company Secretary of the Bidder.
- (4.2) A Pre-proposal meeting of this Contract will be held at **10:00 hours** on **12.07.2022** at the Conference Room, Level 26, Board of Investment of Sri Lanka, West Tower, World Trade Center, Echelon Square, Colombo 01. The Bidders have the option to attend for the Pre-proposal meeting physically or virtually for which the link will be shared upon sending an email request to 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: Senior Deputy Director – Administration, Administration Department, Board of Investment of Sri Lanka, Level 09, West Tower, World Trade Center, Echelon Square, Colombo 01, on 011-2543041, 011-2427365, 074-1531432 or E-mail: lakshmanp@boi.lk.
- (8) Bids shall be submitted in accordance with the instructions of the ITB Clause 8. (Sub Clause 8.1 to 8.3)

- (8.4) All inner and outer envelopes/covers shall be addressed to the 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. The name and the identification number of the Contract shall be as stated in Bidding Data 1.1 above.

For hand delivery: Tender Box is placed at 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 91 days from the date of opening of Proposals until 17.10.2022.

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

The Proposal Security shall be valid until 15.11.2022, 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) 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.

- (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 Production Company for Corporate Video of the Board of Investment of Sri Lanka.

Contract Number: BOI/ADMN/Q/081/2021

- (15.1) The deadline for submission of Proposals shall be at **14:00 hours on 19.07.2022**.

- (16.1) Proposals will be opened at **14:00 hours on 19.07.2022** at the following address.

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

Note: Proposals will be opened immediately after the closing time and proposal opening will be held for the Bidders who have purchased the RFP Document. The Bidders have the option to attend for the proposal opening virtually (Link will be shared in advance). Late proposals received after the deadline prescribed above, will be rejected and returned unopened to the Bidder.

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

Schedule	Criteria	Maximum Points	Minimum Required
A	Work Plan and Methodology	35	30
B	Experience in Similar Assignments	30	25
C	Key Staff	15	05
D	Equipment, Facilities/Technical Capacity available with the Bidder	05	05
E	Financial Capability	05	02
F	Client Reference	10	03
	Total	100	70

Brief description on criteria for the evaluation

A. Work plan and Methodology:

The determination will take into account the Bidder's proposed approach to the work plan and methodology, based on the scope of work, including the allocation of necessary resources in providing the services and will evaluate Bidder's ability to match their proposal 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 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. Equipment and Facilities/ Technical Capacity:

Adequacy of the equipment proposed by the Bidder and the availability of resources and facilities will be evaluated.

E. Financial Capability:

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

F. 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.

- (20.4)** The Bidder/s who have submitted the substantially responsive bids, will be invited to present their creative proposals to the Management of BOI, based on the evaluation criteria stipulated under 20.3 of the Bidding Data.

The date for the proposal presentation will be informed by the Employer and all expenses incurred for the delivery of presentation will be entirely borne by the Bidder.

The Bidders shall have to score a minimum of **70 points**, to be qualified through the criteria of qualification and experience information, as specified in Bidding Data (20.3).

- (21.2)** The Financial Bids will be opened only the Bidders who will achieve the minimum qualification and experience requirement and score a minimum of **70 points or more**.

- (23.1)** The Employer will award the Contract to the Lowest Evaluated Bidder and the award of the Contract will be notified in writing to the successful Bidder by the Employer as specified in **ITB Clause 25.1**.

- (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.

Qualification Information

Schedule A – Work Plan and Methodology

[As required under ITB Clause 20.3)

The Production Company is expected to refer to “The Challenge and Need” in the Employer’s Requirements in Section VI and develop a comprehensive Work Plan and Methodology to fulfill the requirements as specified.

The production company shall provide a detailed work plan and methodology for the contract on the following main elements.

- Demonstrate an understanding of the thematic concept, advertising, brand objectives, and key communication objectives via storyboard cum presentation of the corporate video.
- Provide a storyboard that encapsulates thematic idea, advertising objective, and brand objective and enables communication objectives creatively communicate via corporate video.
- Based upon the thematic idea, provide details on how the creative director’s role and creative strategy of Corporate Video.
- Application of the music selection in the context of thematic creative strategy and the role of the Music Director.
- Deliver an overall presentation considering the above-mentioned requirements.
- Please provide the under-mentioned details
 - The shooting schedules
 - The script processes
 - Planning and pre-production

Schedule B – Experience in Marketing Communication related production for more than ten years including experience in National Brand (Nation Branding) related production such as Sri Lanka Tourism, Export Development Board and Sri Lankan Airlines etc.

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

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

Company Name	Company Representative’s Contact Details (Please state name, official E-mail address and telephone number)	Client Since	Description of Work Performed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Schedule C – Key Staff

[As required under ITB Clause 20.3)

- Proposed Service Team (including the profile) that will be nominated to handle the BOI related requirements during the Contract.
- Proposed Team: Account Director, Creative Director, Art Director and Copywriter. The structure to be provided along with the credentials and CVs.
- Below key staff has to be in the current Payroll of the Organization or contractually obligated to perform the service.

Name of Staff	Area of Expertise	Position Assigned	Task/s Assigned	EPF/ Pay Code Number
Account Director				
Creative Director				
Production Director				
Copywriter				
Editor				
Art Director				

Schedule D – Equipment / Facilities

[As required under ITB Clause 20.3)

- The Bidder shall provide all physical assets/equipment/facilities/technical capacity that could be utilized to perform the Contract. (Type, Platform, Capacity/Quality, Quantity etc. if applicable.)
- Availability of required facilities will be physically verified by the Employer during the evaluation.

Type	Capacity	Quantity	Possession of the Asset/Equipment	
			Owned	Hired

Schedule E – Annual Turn-over Information

Copies of Audited Financial Statements for the last five (05) years should be attached to prove following figures.

Description	Financial Year				
	2022/2021 (Mn)	2021/2020 (Mn)	2020/2019 (Mn)	2019/2018 (Mn)	2018/2017 (Mn)
Turnover from Contracting					
Fixed Assets (FA)					
Current Assets (CA)					
Current Liabilities (CL)					
Non-Current Liabilities (NCL)					
Net Profit (Before Taxation)					

Schedule F – 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

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]*

[Authorized Representative]

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

[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.

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 Providers 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 payments on jobwise and on review of the progress of work performed by the Service Provider. Payments on jobwise shall be made upon receipt of the invoices 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 of, and Supplements to, Clauses in the General Conditions of Contract

1.1(c) The Contract name is Request for Proposals – Selection of a Production Company for Corporate Video of 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 27, Media & Publicity Department, West Tower
World Trade Center
Echelon Square
Colombo 01

Attention: Mr Leslie Uduwavidane
Director – Media & Publicity

Tele: 011-2338063

E-mail: leslieu@boi.lk

Mobile: 077-3500588

Service Provider:

Attention:.....Tele:

Facsimile:

E-mail:

1.6 The Authorized Representatives are:

For the Employer: Mr Leslie Uduwavidane
Director – Media & Publicity

For the Service Provider:

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

[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Clause 6.4), etc.]

2.2 The Service Provider shall commence the stipulated work within 05 days from the date of Letter of Acceptance and the Performance Security shall be submitted within 14 days from the date of Letter of Acceptance.

The Starting Date for the commencement of Services is

The Date for Commencement of service is 05 days from the effective date (date of Letter of Acceptance) of the Contract.

2.3 The Intended Period of Completion is for three (03) months from the date of Letter of Acceptance. (The intended Completion Date of the Contract is on2022)

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

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

3.5 (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 20 percent (20%).

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

Second progress payment of 30% - After 01 month from the first progress payment.

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 at the end of the Contract period, on satisfactory completion of the work.

6.4.5 All payments are made in accordance with the work performed based on the activities of the Priced Activity Schedule, subject to the certification by the Employer that the Services have been rendered satisfactorily, pursuant to the performance indicators during the period under review.

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 production company shall provide a detailed description of the production to be offered including the dates for completion of the various tasks and the work schedules for the Contract of Selection of a production company for the production for the Board of Investment of Sri Lanka by considering the following key activities.

1. The production company shall make themselves fully aware and familiarize themselves with a thorough understanding of the Employers' Requirements (Section VI) and demonstrate an understanding of communication objectives and concepts further the thematic nature of the Corporate Video and the process of reading the communication challenges that would need to be addressed and demonstrate how to address these issues and how they are best positioned to help the BOI overcome these, using the scope of work provided as a guide.
2. The production company has to provide a creative strategy via storyboard to provide rationale on how its address the key theme and the communication objective way forward on positioning Sri Lanka as a preferred investment destination to global audiences, with the aim of generating international awareness of Sri Lanka's investment capability to potential global investors and creating a uniform identity for BOI in Sri Lanka by establishing its image as the country's apex investment organization.
3. The production company shall, during the production period, and if required, and in consultation with the Employer, adjust the original Work Plan and Methodology presented to perform tasks given in Section VI of Employer's Requirements and Scope of Work, to ensure that it is aligned exactly to the business purpose and output required.

Appendix B – Schedule of Payments and Reporting Requirements

Schedule of Payments

1. The breakdown of the total Contract Price shall be in accordance with the payment schedule specified in 6.4 of Contract Data.
2. Payments to the Service Provider shall be made entirely on the performance under the review period of the Contract. Performance of work will be defined as the achievement of agreed deliverables within the agreed timelines and agreed quality, and on the work certified by the Management of the BOI as per the rates given in the Priced Activity Schedule in Section VII.
3. The progress of the Service Provider is reviewed weekly by the Employer on the work performed according to the Work Plan & Methodology presented by the Service Provider in Section II - Bidding Data (Qualification Information).

Reporting Requirements

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

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

Appendix E – Services and Facilities Provided by the Employer

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

Section VI. Employer's Requirements

1. Background

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 65% of national exports and 85% of industrial exports, while providing direct employment opportunities to over 500,000 Sri Lankans.

2. Scope of Work (Production Brief)

The Board of Investment of Sri Lanka seeks a production company that specializes in creative, design, and producing corporate video to position and establish itself as the apex organization to bring foreign direct investment to Sri Lanka. The scope of work of the selected production company needs to contribute beyond conventional production activities. It is the work of a strategic partnership with the BOI that will bring a compelling story of trust, respect, and assurance to the investor. It is a partnership of storytelling that brings much-needed confidence to the investor.

The compelling story is all about the people, people of BOI, People of factory workers, People of management, People of vendors, People of suppliers, People of the society, network, the integral part of the nation, who always stand for trust, care and respect and who always can really on...

They are all our stakeholders who we can trust

The above-mentioned story is the voice that needs to be communicated and should derive from existing BOI customers who are happy and content with business and affairs with the office of BOI. Hence production house needs to tell BOI, "How to Say" that, and create a corporate video that will communicate authentically, organically, and creatively.

2.1 Theme: "Sri Lanka is all about People"

2.2 Corporate Communication Objective: "Trustworthy Image" to communicate

2.3 Communication Objective: We are ready to cater to Industry 4.0 base any industry

- 2.4 Advertising Objective: To reconfirm that factor of “People” you can always really on.
- 2.5 Brand Objective: Business is continuing and new business opportunities are plenty trustworthy people of Sri Lanka can build the business and sustain it.
- 2.6 The target audience of the BOI comprises both local and international investors. Therefore, it is important to note that very high standards of output are expected with respect to the services specified hereunder;

2.6.1 Creative Strategy and Storyboard

Developing a creative strategy and storyboard for all image-building campaigns that will focus on specific international audiences and thrust sectors to promote Sri Lanka as a preferred investment destination, which is capable of competitively positioning the country against other Investment Promotion Agencies.

2.6.2 The Shooting Schedule

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

2.6.3 Planning on Pre-production and post-production

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

2.6.4 Music and Graphics

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

3. Technical Specifications for the Production Related Items

3.1 Main Camera

- 3.1.1 Industry-standard filming quality 4k or higher (Arri Alexa or Red Dragon or better)
- 3.1.2 Cine ultra or prime lenses

3.2 Second Camera (Depend on the storyboard)

- 3.2.1 Industry-standard and secondary camera usage in documentary/ corporate video production

3.3 Editing

- 3.3.1 4k complaint non-linear editing system
- 3.3.2 Copyright cleared music and sound effects
- 3.3.3 Graphics and CGI as appropriate for the storyboard requirements using 2D and 3d software
- 3.3.4 Professional color grade of visuals

3.4 Final output format

- 3.4.1 Output 4k files, required for projection on Exhibitions, Cinema, or TV Display
- 3.4.2 Full HD appropriately for social media and presentation

3.5 Production

- 3.5.1 Script and Storyboard to be developed in collaboration with BOI and production house
- 3.5.2 Need to provide services of experience, music, creative and production Directors by the production house
- 3.5.3 Stock images could be used as and when necessary

Section VIII. Security Forms

Annex A Form: Bid Guarantee (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 Clause22,

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 _____

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: _____