

MINISTRY OF DEVELOPMENT STRATEGIES AND INTERNATIONAL TRADE

BOARD OF INVESTMENT OF SRI LANKA



**REQUEST FOR PROPOSAL DOCUMENT FOR DEVELOPMENT
AND OPERATION OF AN EXPORT PROCESSING ZONE /
INDUSTRIAL PARK AT BINGIRIYA, SRI LANKA**

REFERENCE TO PAPER ADVERTISEMENT DATED 27.01.2019

<u>CONTENTS</u>		<u>Page No.</u>
	Request for Proposal	2
Section 1	Terms of Reference	2 - 4
Section 2	(i) Instructions for Proposers	5 -13
	(ii) Data Sheet	14 - 17
Section 3	Proposal Submission Form	18
Section 4	i) Documents Establishing the Eligibility and Qualifications of the Proposer	19
	ii) Joint Venture Information Form	20
Section 5	Form of Security for the Proposal	21
Section 6	Form of Performance Security	22
Section 7	Financial Proposal Formats	23
	FIN 1 – Historical Financial Performances	24 - 25
	FIN 2 – Average Annual Turnover	25
	FIN 3 – Availability of Financial Resources	26
Section 8	8.1 Technical Proposal Format and Content	27 - 29
	8.2 Evaluation Criteria	30
Section 9	List of Activities Recommended to be Sited within the EPZ/IP – Bingiriya	31 - 36

Attachments

Attachment 1	:	Directional Map
Attachment 2	:	Perimeter Survey Plan of the Land
Attachment 3	:	Contour Survey Plan of the Land
Attachment 4	:	Conceptual Blocking out Plan of the Land
Attachment 5	:	Geotechnical Investigation Report
Attachment 6	:	Plan for Development of Access Roads to land

MINISTRY OF DEVELOPMENT STRATEGIES AND INTERNATIONAL TRADE
BOARD OF INVESTMENT OF SRI LANKA

**Request for Proposals (RFP) for Development and Operation of an
Export Processing Zone (EPZ)/ Industrial Park (IP) at Bingiriya, Sri Lanka**

1. **The Board of Investment of Sri Lanka (BOI)** on behalf of the Government of Sri Lanka hereby invites Proposals to develop and operate of an Export Processing Zone (EPZ)/Industrial Park (IP) at Bingiriya, Sri Lanka from prospective National and International Developers who are capable of investing, developing and managing such a project. The land area available under Phase I development is 164 Acres. Additionally, 282 Acres are available for expansion under Phase II development.
2. Further information and inspection of RFP documents could be made at the following address:
 - (a) Contact Person : Executive Director (Engineering Approvals & Special Projects),
Board of Investment of Sri Lanka
 - (b) Telephone : +94 112399084, +94 777915548 Fax: +94 112346342
 - (c) Address : Level 19 - West Tower, World Trade Centre
Echelon Square, Colombo 01, Sri Lanka
3. Interested parties could obtain RFP documents on a written request made on a business letter head from the address given in paragraph 2 above or download from the Web link <http://www/investsrilanka.com/ads>
4. Proposals shall be valid upto 29.09.2019.
5. A pre proposal conference will be held at 1100 hrs on 15.02.2019 at the site, Bingiriya, Sri Lanka.
6. Sealed proposals may be delivered to the Executive Director (Engineering Approvals & Special Projects), Board of Investment of Sri Lanka, Level 19 - West Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka.
7. The deadline for submission of proposals shall be 1400 hrs on 29.03.2019. Proposals which are received on or before the deadline for submission of Proposals will be opened soon after the closing at the above address.
8. Proposers or their authorized representatives are requested to be present at the opening of proposals.

Chairman
BOARD OF INVESTMENT OF SRI LANKA

SECTION 1: TERMS OF REFERENCE

1.0 Background

The Board of Investment (BOI) of Sri Lanka is empowered by Law No. 4 of 1978 to attract investments to develop EPZs, and currently operates 15 EPZs/Industrial parks within the Western, Southern and Central Provinces of Sri Lanka and most of them are operating at their maximum capacity. Two (02) of them are developed and operated by private investors.

Under the guidance of Ministry of Economy, Trade and Industry of Japan, a Japanese study team with Ernst & Young carried out a feasibility of potential industrial sites in Sri Lanka recently that includes an Export Processing Zone/Industrial Park at Bingiriya as well.

A block of land namely "Germanwatta" with an extent of 164 Acres has been identified by the BOI for setting up of an Export Processing Zone/Industrial Park as a Phase I development. For expansion of the Zone, another 282 Acre land could be made available under Phase II development.

2.0 Objective

The BOI in consultation with Ministry of Development Strategies & International Trade to invite proposals on International Competitive Bidding (ICB) basis from interested parties to select an Investor/Developer to construct, establish and operate an Export Processing Zone/Industrial Park within the identified land and specifically investor is required to;

- (a) Plan, Invest and Develop an Export Processing Zone/Industrial Park on the identified land
- (b) Manage and operate the zone, environmentally friendly manner.

3.0 Access to Land

The distance from Bandaranaike International Airport to the site is 62 km. Distance from Colombo to site (Dummalasuriya) via Kochchikade, Madampe is 80 km. Distance from Bingiriya to Site is 7 km and from Dummalasuriya is 4.9 km. Entire road length from Colombo to Site is carpeted, Class A & B type road.

4.0 Location

Said land is located in Watuwatta Grama Niladhari Division of Udubaddawa Divisional Secretariat area of Bingiriya, Kurunegala District in North Western Province, Sri Lanka.

- 3.1 Kurunegala is a district in North Western Province, Sri Lanka and consists of 4812 km², 30 Divisional Secretariats and 4476 villages. Total District population is 1,618,465. Bingiriya Divisional Secretariat Division has a population of 62,349. Unemployment rate of Sri Lanka is 4.2% and the youth unemployment rate is 19.6%.

5.0 The Land

Comprises land mainly flat in terrain high and stable ground. Soil condition of the entire land is highly stable and earth work and foundation cost is expected to be very low. The land will

be made available to the successful investor on long term lease on Chief Government Valuer's nominal valuation.

6.0 Infrastructure and Services Available

(i) Roads / Transport

From Colombo to Katunayake, 4 lane expressway and beyond Katunayake via Madampe upto Dummalasuriya road stretch is wide 2 lane carpeted Class A & B Road. Fifteen feet (15' 0") wide carpeted road from Bingiriya to land is available. The particular road section is running between Bingiriya and Tuntota. Dummalasooriya town is located a few meters away from Tuntota. Locational maps annexed.

(ii) Power Supply

2 MVA power supply shall be made available to the land, initially. Additionally, 8 MVA power supply is to be made available to Site depending on the progress.

(iii) Water Supply

Water conforming to Drinking Water Quality will be supplied through the water supply network of National Water Supply & Drainage Board (NWSDB) to meet initial demand of 1000 m³/day.

To enhance the capacity further, NWSDB is in the process of designing a new water supply scheme Pannala – Makandura which is proposed to be implemented in near future.

(iv) Telecommunication

Available from Sri Lanka Telecom and various other telecommunication service providers. Fibre optic network is available at site.

7.0 Infrastructure Facilities Required to be Provided (within land) by the Investor

- Internal road network
- Storm water drainage system
- Wastewater Treatment Plant with sewer collection network including discharge pipeline.
- Water storage and distribution piping network
- Solid waste management system
- Water retention area
- Service buildings and a service area

8.0 Scope of Work of the Investor/Developer

To provide internal infrastructure outlined in above 7.0 for the smooth functioning of the investment zone while promoting local/foreign investors to establish their enterprises and make use of available facilities.

Responsibility of the Investor/Developer during the Operational Period

- (i) Operate the zone in an environmentally friendly manner in harmony with surrounding and in compliance with BOI/Government regulations
- (ii) Make and provide all safety measures in compliance with relevant and acceptable standards during the implementation and operational phases of the investment zone
- (iii) Provide security at required locations

9.0 Infrastructure and Facilities Provided by BOI/Government

- (i) 1000 m³/day capacity water supply upto the land boundary
- (ii) 2MVA power supply up to the land boundary, initially
- (iii) Development of access roads to the land
- (iv) Completion of current study for Environmental Impact Assessment and obtaining approval
- (v) Perimeter survey and contour survey plans shall be made available
- (vi) Declaration of the land area as a BOI Licensed Zone
- (vii) Duty Free facility for capital goods
- (viii) Issuance of plan approval, environmental approval and construction permits by BOI in consultation with relevant agencies.
- (ix) Import/Export facilitation

SECTION 2 (i) : INSTRUCTIONS TO PROPOSERS

DEFINITIONS

- a) "Contract" refers to the agreement that will be signed between the **Board of Investment of Sri Lanka (BOI)** and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) "Country" refers to the country indicated in the Data Sheet.
- c) "Data Sheet" refers to such part of the Instructions to Proposers used to reflect conditions of the Request for Proposal (RFP) process that are specific for the requirements of the RFP.
- d) "Day" refers to calendar day.
- e) "Government" refers to the Government of Democratic, Socialist Republic of Sri Lanka.
- f) "Instructions to Proposers" (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the Preparation of their Proposals.
- g) "Material Deviation" refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and:
 - (i) substantially alters the scope and quality of the requirements;
 - (ii) limits the rights of **BOI** and/or the obligations of the proposer; and
 - (iii) adversely impacts the fairness and principles of the RFP process, such as those that compromise the competitive position of other proposers.
- h) "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the Project described in this RFP.
- j) "RFP" refers to the Request for Proposals consisting of instructions and references prepared by the **BOI** for purposes of selecting the best Proposer to invest, develop and operate the project described in the Terms of Reference.
- k) "Project" refers to the entire scope of tasks and deliverables requested by the **BOI** under the RFP.
- l) "Supplemental Information to the RFP" refers to a written communication issued by the **BOI** to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but fourteen (14) days prior to the deadline for submission of Proposals.
- m) "Terms of Reference" (TOR) refers to the document included in this RFP as Section 1 which describes the objectives and scope of the project to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and tasks expected of the successful proposer.

GENERAL

1. The **BOI** hereby solicits Proposals in response to this Request for Proposals (RFP). Proposers shall adhere to all the requirements of this RFP.
2. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by the **BOI**. The **BOI** is under no obligation to award a contract to any Proposer as a result of this RFP.
3. In responding to this RFP, the **BOI** requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they shall at all times hold **BOI**'s interests paramount.
4. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified.

CONTENTS OF PROPOSAL

5. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 5.1 Proposal Submission Form (RFP Section 3);
- 5.2 Documents Establishing the Eligibility and Qualifications of the Proposer (RFP Section 4);
- 5.3 Proposal Security, if applicable (if required and as stated in the **Data Sheet**, prescribed Forms in RFP Section 5 & 6);
- 5.4 Financial Information (prescribed form in RFP Section 7);
- 5.5 Technical Proposal (RFP Section 8);
- 5.6 Any attachments and/or appendices to the Proposal.

6. Clarification of Proposal

- 6.1 Proposers may request clarifications of any of the RFP documents no later than fourteen (14) days prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the **BOI** office address indicated in **the Data Sheet**. The **BOI** will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have purchased RFP documents and who are expected to purchase RFP documents in future.
- 6.2 The **BOI** shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of the **BOI** to extend the submission date of the Proposals, unless the **BOI** deems that such an extension is justified and necessary.

7. Amendment of Proposals

- 7.1 At any time prior to the deadline of Proposal submission, the **BOI** may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP document in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet**.
- 7.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, the **BOI** may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

PREPARATION OF PROPOSALS

8. Cost

The Proposer shall bear any and all costs related to the site visits, attending to meetings, preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. The **BOI** shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

The Proposal, as well as any and all related correspondence exchanged between the Proposer and the **BOI**, shall be written in the English language. Any printed literature furnished by the Proposer written in a language other than English language must be accompanied by a translation in the English language. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the English Language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the successful Proposer and the **BOI**.

10. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 3 of this RFP.

11. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

- 11.1 Expertise and Experience of Proposer – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete and operate the Project as required by the RFP. The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

11.2 Proposed Methodology, Approach and implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified.

11.3 Management Structure and Key Personnel – This section outlines the proposed management structure for this particular zone.

11.4 Where the **Data Sheet** requires the submission of the Proposal Security for selected and shortlisted proposer will be informed by the **BOI** after evaluation of the Technical Proposal. The Proposal Security may be forfeited by the **BOI**, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet**, or;
- b) If the Proposal Security amount is found to be less than what is required by the **BOI** as indicated in the **Data Sheet**, or;
- c) In case the successful proposer fails:
 - i. to sign the Contract Agreement after the **BOI** has accepted the proposal of the Successful Proposer;
 - ii. to furnish Performance Security, insurances, or other documents that the **BOI** may require as a condition to rendering the affectivity of the contract agreement that may be executed with the successful Proposer.

12. Financial Information

The Financial Information shall be submitted using the attached standard form (Section 7).

13. Currencies

All prices shall be quoted in US Dollars (US \$).

14. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified proposer, using the forms provided under Section 4, Proposer Information Forms. Documentary evidence required to be submitted with regard to Eligibility and Qualification of Proposers has been given in items 8 and 9 of Data Sheet.

15. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead

entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if their proposal is accepted, the contract agreement shall be entered into, by and between the **BOI** and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to the **BOI**, the lead entity identified to represent the joint venture shall not be altered within a period of 5 years from the date of signing of the agreement between **BOI** and the successful Proposer. For any alternation after the said period shall receive prior approval of the **BOI**. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; or
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by the **BOI**.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the Project defined in the RFP.

If a joint venture's Proposal is determined by the **BOI** as the most responsive Proposal the **BOI** shall issue the Letter of Acceptance of the Proposal to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

16. Alternative Proposals

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered.

17. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet**, commencing on the submission deadline date indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, the **BOI** may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

18. Pre Proposal Conference

When appropriate, a pre proposal conference will be conducted at the date, time and location specified in the **Data Sheet**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposers conference will be issued to all Proposers, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an Addendum to the RFP.

19. Submission and Opening of Proposals

19.1 The outer envelope of the proposal shall bear the address of the **BOI** as specified in the **Data Sheet** and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening" as specified in the **Data Sheet**. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

19.2 When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with deadline for submission. The **BOI** shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the address of **BOI** indicated in the Data Sheet.

19.3 The number of copies required shall be as specified in the **Data Sheet**.

19.4 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested in this RFP document, or lack of clarity in the description of the project, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the information furnished in the RFP by the **BOI**.

20. Deadline for Submission of Proposals and Late Proposals

Proposals must be received at the address indicated in Data Sheet and not later than the date and time specified in the **Data Sheet**.

Any Proposal that arrives after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the respective Proposer.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice. All notices must be received by the **BOI** prior to the deadline for submission. The respective envelopes shall be clearly marked "**WITHDRAWAL,**" "**SUBSTITUTION,**" or "**MODIFICATION**".

21.2 Proposals requested to be withdrawn shall be returned unopened to the Proposers, prior to the deadline for submission of Proposals.

21.3 No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

22. Proposal Opening

The **BOI** will open the Proposals in the presence of a committee appointed by itself.

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other details as the **BOI** may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

23. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after the agreement is signed.

Any effort by a Proposer to influence the **BOI**, in the examination, evaluation and comparison of the Proposals or decisions with regard to acceptance of a Proposal may result in the rejection of its Proposal.

EVALUATION OF PROPOSALS

24. Preliminary Examination of Proposals

The **BOI** shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. The **BOI** may reject any Proposal at this stage.

25. Evaluation of Technical Proposals

25.1 The **BOI** shall examine the Proposals to confirm that all terms and conditions under the General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

25.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially responsive to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet**. No changes may be made by the **BOI** in the criteria, sub-criteria and point system indicated in the **Data Sheet** after the deadline for submission of Proposals.

25.3 The **BOI** reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and among those that may be listed in the **Data Sheet** may include, but need not be limited to all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have previous experience with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing previously completed projects;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer.

26. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the **BOI** may, at its discretion, ask any Proposer for a clarification of its Proposal.

A request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted at this stage.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by the **BOI**, shall not be considered during the review and evaluation of the Proposals.

27. Responsiveness of Proposal

Determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

28. Letter of Intent/Letter of Acceptance

Prior to expiration of the period of proposal validity, a Letter of Intent indicating further negotiations to the preliminary qualified Proposers shall be issued. Within 30 days of issuing a Letter of Intent, qualified proposers shall submit a Proposal Guarantee enabling further negotiations and making recommendations to relevant approving Authorities. After obtaining all the relevant approvals, the Successful Party shall be informed by a Letter of Acceptance to Submit a Performance Security and to sign the Agreement.

29. Signing of Agreement

Within thirty (30) days from the date of receipt of the Letter of Acceptance, the successful investor shall sign the agreement. The said agreement shall comprise terms and conditions applicable and to be effective during the life of the project.

30. Performance Security

A performance security, **if requested**, shall be provided in the form provided in Section 7 for the amount and by the deadline indicated in the **Data Sheet**, as applicable. Where a Performance Security will be required, the submission of the said document and the confirmation of its acceptance by the **BOI** shall be a condition prior to the agreement to be signed between the successful Proposer and the **BOI/GOSL**.

SECTION 2 (ii): INSTRUCTIONS TO PROPOSERS (CONT.)

DATA SHEET

The following data shall complement, supplement, or amend the provisions in the Instructions to Proposers. In case of a conflict between the Instructions to Proposers the Data Sheet and other annexures or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to	Data	Specific Instructions/ Requirements
1		Project Title	Development and operation of an Export Processing Zone/ Industrial Park at Bingiriya
2	5.3	Acceptable Forms of Proposal Security	Issued by an Agency acceptable to the BOI using the proposal security included in Section 5 Standard Forms
3	5.3 11.4	Proposal Security	Amount of Proposal Security required is Rs.1,000,000.00 or equivalent US \$ amount issued by an Agency acceptable to BOI using the form for proposal security (unconditional guarantee) included in Section 5, Standard Forms. After preliminary evaluation of proposals, successful bidders will be requested to submit a proposal security.
4	5.3 11.4	Validity of Proposal Security	Upto the date 28 from the date of expiration of validity of the proposal
5	6.1	Deadline for submitting Requests for clarifications/ questions	14 days prior to deadline for submission of proposals.
6	6.1	Contact Details for submitting clarifications/ questions	Focal Person : Executive Director (Engineering Approvals & Special Projects) Address : Board of Investment of Sri Lanka Level 19 – West Tower, World Trade Center, Echelon Square, Colombo 1, Sri Lanka. jayasundarah@boi.lk + 94 777915548
7	7.1	Manner of Disseminating Supplemental Information to the RFP and Responses/ Clarifications to Queries	Direct communication by facsimile, email or registered post.
8	14	Other documents that may be submitted to establish eligibility	As deemed necessary by the proposer for an objective Evaluation

DS No.	Cross Ref. to	Data	Specific Instructions/ Requirements
9	14	Required Documents that must be submitted to Establish Eligibility and Qualification of Proposers (In "Certified True Copy" form only)	<ul style="list-style-type: none"> (i) Company Profile (ii) Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if proposer is not a corporation (iii) List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if proposer is not a corporation (iv) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if proposer is not a corporation (v) Latest Audited Financial Statements (Income Statements and Balance Sheet) including Auditor's Report for the past 3years (vi) All information regarding any past and current litigation during the last five (5) years, in which the proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
10	17	Period of Proposal Validity commencing on the submission date	180 days, upto 29.09.2019
11	20	Deadline of Submission	1400 hrs on 29.03.2019
12	18	A pre-proposal conference will be held on	<p>Date and Time: 1100 hrs on 15.02.2019</p> <p>Venue: At site - Bingiriya</p> <p>The focal point for the arrangement at the BOI is: Mr. H M Jayasundara, Executive Director (Engineering Approvals & Special Projects)</p> <p>Telephone: +94 11 2399084 +94 777 915548</p> <p>Email: jayasundarah@boi.lk</p>

DS No.	Cross Ref. to	Data	Specific Instructions/ Requirements
13	19	Proposal Submission Address	Executive Director (Engineering Approvals & Special Projects) Board of Investment of Sri Lanka Level 19 – West Tower, World Trade Center, Echelon Square, Colombo 1, Sri Lanka.
14	19.3	No. of copies of proposal that must be submitted	Original : One (01)
15	19.2 22	Conditions & Procedures for electronic submission and opening, if allowed	Proposals submitted electronically are accepted.
16	22	Date, time and venue for opening of Proposals	Date and Time : 1400 hrs on 29.03.2019 Venue: Engineering Approvals & Special Projects Department, Board of Investment of Sri Lanka, Level 19 - West Tower, Echelon Square, World Trade Centre, Colombo 01
17	25 28	Evaluation method to be used in selecting the most responsive Proposals	Technical Proposals having more than 50 score will be considered further. The negotiations will comprise also the terms and conditions to be included in the contract agreement. In additions any modifications and improvements proposed by the BOI will be negotiated at this stage. The BOI will accept the proposal of the proposer with whom the negotiations are successful.
18	25.2	Criteria for the Acceptance of a Proposal and Evaluation of Proposals	Refer Section 8.2
19	25.3	Post-Qualification Actions	Verification of accuracy, correctness and authenticity of the information provided by the proposer on the legal, technical and financial documents submitted. Validation of extent of compliance to the Instructions to Proposers requirements and evaluation criteria based on what has so far been found by the evaluation team.

DS No.	Cross Ref. to	Data	Specific Instructions/ Requirements
			<p>Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer.</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous Projects completed.</p> <p>Physical inspection of the Proposer's projects, office, branch offices or other places where business transpires, with or without notice to the proposer.</p>

SECTION 3 : PROPOSAL SUBMISSION FORM

[Insert: Location]

[Insert: Date]

To:

[Insert: Name & Address of **BOI** focal point]

Dear Sir/Madam,

We, the undersigned, hereby offer to undertake to **Invest, Develop and Operate an Export Processing Zone/Industrial Park at Bingiriya Phase I** in Sri Lanka in accordance with your Request for Proposal dated [.....] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial information.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP to **Invest, Develop and Operate an Export Processing Zone/Industrial Park at Bingiriya** in Sri Lanka.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the implementation of the project commencing not later than days from the date of signing agreement with the **BOI**.

We fully understand and recognize that **BOI** is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that **BOI** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

.....

Name and Title of Signatory:

.....

Name of Firm:

.....

Contact Details:

**SECTION 4 : (i) DOCUMENTS ESTABLISHING THE ELIGIBILITY
AND QUALIFICATIONS OF THE PROPOSER**

Proposer Information Form

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

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name *insert Proposer's legal name+		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Countries of Operation	4. No. of staff in each Country	5. Years of Operation in each Country
6. Legal Address/es in Country/ies of Registration/Operation: *insert Proposer's legal address in country of registration]		
7. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
8. Latest Credit Rating (if any)		
9. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
10. Proposer's Authorized Representative Information Name: *insert Authorized Representative's name+ Address: *insert Authorized Representative's name+ Telephone/Fax numbers: *insert Authorized Representative's name+ Email Address: *insert Authorized Representative's		
11. Attached are copies of original documents of: All eligibility document requirements listed in the Data Sheet If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered		

SECTION 4 : (ii) JOINT VENTURE PARTNER INFORMATION FORM (IF REGISTERED)

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

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name: *insert Proposer's legal name+		
2. JV's Party legal name: *insert JV's Party legal name+		
3. JV's Party Country of Registration: *insert JV's Party country of registration+		
4. Countries of Operation	5. No. of staff in each Country	6. Years of Operation in each Country
7. Legal Address/es in Country/ies of Registration/Operation: *insert Party's legal address in country of registration]		
8. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
9. Latest Credit Rating (if any)		
10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
11. JV's Party Authorized Representative Information Name: *insert name of JV's Party authorized representative] Address: *insert address of JV's Party authorized representative+ Telephone/Fax numbers: *insert telephone/fax numbers of JV's Party authorized representative+ Email Address: *insert email address of JV's Party authorized representative+		
12. Attached are copies of original documents of: [check the box(es) of the attached original documents] <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above		

SECTION 5 : FORM OF SECURITY FOR THE PROPOSAL

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets] *insert issuing agency’s name, and address of issuing branch or office+.....

Beneficiary : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon Square, Colombo 01.

Date (insert by issuing agency) date

GUARANTEE NO *Insert (by issuing agency) number +

We have been informed that *insert (by issuing agency) name of the Prospective Developer+; if a joint venture, list complete legal names of partners+ (hereinafter called “the Prospective Developer”) has submitted to you its Proposal dated *insert (by issuing agency) date] (hereinafter called “the Proposal” Under Invitation of proposals.

Furthermore, we understand that, accordingly to your conditions, proposals must be supported by a Security for the Proposal.

At the request of the Prospective Developer, we *insert name of issuing agency+ hereby irrevocably undertake to pay any sum or sums not exceeding in total an amount of *insert amount in figures+ *insert amounts in words+ upon receipt by us of your demand in writing accompanied by a written statement stating that the Prospective Developer is in breach of its obligation (s) under the conditions, because the Prospective Developer.

- (a) has withdrawn its Proposal during the period of validity specified; or
- (b) having been notified of the acceptance of its proposal by the Board of Investment of Sri Lanka during the period of validity of proposals fails or refuses to execute the Agreement, in accordance with the conditions for submission of proposal.

This Guarantee shall expire: (a) if the Prospective Developer is the successful Developer upon or receipt of copies of the Contract signed by the Developer or (b) if the Prospective Developer is not the successful Developer, upon the earlier of (i) our receipt of a copy of your notification to the Prospective Developer that he was unsuccessful, otherwise it will remain in force up to (insert date).

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

.....
[Signature (s) of authorized representative (s)]

SECTION 6 : FORM OF PERFORMANCE SECURITY

(Unconditional)

Beneficiary : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon Square, Colombo 01

Date :

PERFORMANCE GUARANTEE NO:.....

We have been informed that.....(name of Investor) (hereinafter called "the Investor") has entered into Contract No.....(reference number of the Contract) dated..... with you for Investment, Development and Operation of an Export Processing Zone/Industrial Park at Bingiriya, Sri Lanka, (hereinafter called "the Contract").

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

At the request of the Investor, we.....*(name of agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....(amount in figures).....(amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Investor is in breach of its obligation(s) under the Contract, without you needing to prove to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than the.....day of....., (insert date, 28 days beyond the Intended Completion Date) and any demand for payment under it must be received by us at this office on or before that date.

.....
(Signature/s)

SECTION 7 : FINANCIAL INFORMATION FORMATS

FIN - 1 : Historical Financial Performance

FIN - 2 : Average Annual Turnover

FIN - 3 : Availability of Financial Resources

Form FIN – 1 : Historical Financial Performance

Each Proposer must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint

Venture Partner name below:

Joint Venture Partner:

Financial Data for Previous Three (03) Years (US\$ Equivalent)			
	Year 1	Year 2	Year 3
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA-CL			
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's Fin-3	

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits after Taxes			
<p>Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> ▣ Documents should reflect the financial situation of the legal entity or entities comprising the Proposer and not the Proposer’s parent companies, subsidiaries or affiliates. ▣ Historical financial statements must be audited by a certified accountant. ▣ Historical financial statements must be complete, including all notes to the financial statements. <p>Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</p>			

Form FIN-2 : Average Annual Turnover

Each Proposer must fill out this form.

The information supplied should be the Annual Turnover of the Proposer or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner :

Annual Turnover Data for the last three (03) years			
Year	Amount (Currency)	Exchange Rate	US\$ Equivalent
Average Annual Turnover			

Form FIN-3 : Availability of Financial Resources

Proposers must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Proposer's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN-1)	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

SECTION 8

8.1 - TECHNICAL PROPOSAL FORMAT AND CONTENT

8.2- EVALUATION CRITERIA

8.1 TECHNICAL PROPOSAL FORMAT AND CONTENT

- (i) **Cover Letter and Proposal Summary Form:** This section must include a letter that briefly describes the proposal, identifies the benefits that the project will create and describes the proposer's experience in similar development efforts. The letter must be signed by an authorize representative of the responding entity and be followed immediately by the Proposal Summary Form.
- (ii) **Contact information:** for all future communications-Include contact person's name, title, organization, address, telephone number and e-mail address.
- (iii) Profile of the Proposer.
- (iv) Description of business activity proposed
 - (a) **Proposal Narrative:** this section must provide a detailed description of the proposal and the ways in which it satisfies the goals and objectives of this RFP, please include:
 - ▣ A statement of the objectives of the project and the approach the proposer will take in implementing the project, including the project components, development program and design guidelines.
 - ▣ A description of intended users of the development and identification of proposed tenants or end-users, if known.
 - (b) **Plans and Drawings:** in this section, provide a layout plan to illustrate the overall character and planning of the development.
 - (c) **Development timing:** Proposer shall include a graphic timeline showing all major milestones of project development until final completion.
 - (d) **Project Experience:** Details of three (03) past relevant projects of similar magnitude:

(v) Market strategy and financial plan/Business Plan.

Should address as a minimum, the following items:

- a) Philosophy-Overall viewpoint for operating a Export Processing Zone/Industrial Park
- b) Objectives and Goals - The goals and objectives to be achieved over the term of the lease
- c) Organizational Structure – The structure and hierarchy of the organization
- d) Budget – Estimated project budget/Investment

Evidence of proposer's financial ability. Provide Audited Financial Statements for the past three (03) years

(vi) Economic Impact

The Proposer shall provide a discussion of the economic impact of the proposed project including fiscal impacts, construction and permanent employment and potential economic impact.

(vii) Measures proposed to control environmental aspects and the proposals to develop and operate the project as an eco-friendly project.

(viii) Financial

Outline the proposed financial investment including a description of the long-term financial viability and sustainability. Details of the ability to finance or to secure financing to support the business Plan. A justification of any external financial assistance to be obtained to fund the project.

Prior to signing the contract, the **BOI** shall require written evidence that the proposer has procured a firm and irrevocable commitment that all the necessary funds to develop the property as proposed herein have been secured.

(ix) **Operational Plan:** The Operational Plan should address at least, the following items:

- a) Provide a description of the property usage including conceptual drawings, diagrams, illustrations and related technical documents.
- b) Outline the proposed services/facilities to be provided, how they will be provided and when.
- c) Outline staffing requirements to support the services offered.

(x) **References:** any special references highlighting capabilities of the organization.

(xi) Any **additional information** for a better understanding of the proposal.

(xii) The **Proposers warrant** that:

- (d) All information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
- (e) None of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights;
- (f) It has not withheld any information potentially relevant to **BOI** consideration of its response, including any actual or potential controversies, disputes or claims involving the respondent.

8.2 EVALUATION CRITERIA

	Technical Proposal Evaluation	Points obtainable (maximum)
1.	Specific Experience of the Proposer in similar projects. Proposer will receive marks for completion of at least one project in similar nature with an investment of US\$ 20.0 million during the last 10 years.	30
2.	Adequacy of the proposed methodology and work plan in responding to TOR (i) Approach for implementation of the project <ul style="list-style-type: none"> (a) Understanding of the project (b) Components of the project (c) Conceptual layout of the lands (d) Optimum utilization of the lands (e) Development timing (f) Qualifications of the investor/developer to design, develop, build, operate & manage the project (g) Proposals to develop and operate as an eco-friendly project (h) Operational plan (ii) Measures proposed to control environmental aspects	70 5 5 5 10 5 15 10 10 5
	Total	100

**SECTION 9 : LIST OF ACTIVITIES RECOMMENDED TO BE SITED WITHIN
THE EXPORT PROCESSING ZONE/INDUSTRIAL PARK - BINGIRIYA**

(1)	BASIC METAL SECTOR (BM) (Melting, electroplating and galvanizing are not permitted)
1.1	Structural metal products
1.1.1	The assembly of anodized building fittings from anodized metal.
1.1.2	Manufacture and alteration of fabricated iron and steel structures.
1.1.3	Manufacture and alteration of architectural ornamental metal works.
1.1.4	Manufacture and alteration of boilers, tanks and other structural sheet metal works
1.1.5	Manufacture of other structural products
1.2	Fabricated metal products
1.2.1	Manufacture of metal cans, boxes and containers
1.2.2	Manufacture of stamped, coated and engraved metal products
1.2.3	Manufacture of fabricated wire and cable products
1.2.4	Manufacture of heating, cooking and lighting equipment except electrical
1.3	Cutlery, Hand-tools and General Hardware
1.3.1	Manufacture of cutlery
1.3.2	Manufacture of hand-tools
1.3.3	Manufacture of general hardware
1.3.4	Manufacture of miscellaneous cutlery, hand-tools, and general hardware
1.4	Furniture and Fixtures Primarily of metal
1.4.1	Manufacture, repair and alteration of furniture and fixtures for household, office store and restaurants
1.4.2	Manufacture of miscellaneous furniture and fixtures – primarily of metal
(2)	CHEMICAL INDUSTRIES SECTOR (CH)
2.1	Pesticides and Fertilizers
2.1.1	Storage and warehousing facilities for pesticides. Compartmentalized storage of organophosphate, organochlorines and carbonates, organometallic, inorganic chemicals (arsenate of lead), etc.
2.1.2	Storage and warehousing facilities for fertilizers compartmentalized storage of phosphorous-based, nitrogen-based and mixed fertilizers
2.2	Other Chemical Products
2.2.1	Manufacture of incense, camphor and joss-sticks
2.2.2	Manufacture, formulation and repacking of waxes and polish as other type of
2.2.3	Manufacture of candles
2.2.4	Manufacture of safety matches and “strike-anywhere” matches
2.2.5	Manufacture of artificial abrasive
2.3	Basic Industrial Chemicals
2.3.1	Manufacture of dry ice
2.4	Paints, Varnishes and Lacquer
2.4.1	Manufacture of putty and filling material and other paint products (except emulsion)
2.5	Rubber Products (Use of latex is not permitted. Only dry processes are permitted).
2.5.1	Tyre and Tube Industries
2.5.2	Retreading and rebuilding of tyres
2.5.3	Manufacture of industrial and moulded rubber products, specialties and sundries
2.5.4	Manufacture of miscellaneous rubber products using processed rubber including rubber sheets (Except Dipped products manufacturing)

2.6	Plastic Products (Use of latex is not permitted. Only dry based rubber processes are permitted)
2.6.1	Manufacture of plastic products by moulding, extruding or fabrication from purchased raw materials (PVC, HDPE, LDPE).
2.6.2	Manufacture of tableware, kitchenware and dinnerware
2.6.3	Manufacture of plastic footwear
2.6.4	Manufacture of plastic furniture
2.6.5	Manufacture of plastic products from starting raw materials
2.6.6	Manufacture of other fabricated plastic products
2.6.7	Manufacture of plastic products from purchased plastic sheets such as identification plates, badges, emblems tags and similar products
2.6.8	Establishments engaged in the manufacture of plastic products by moulding, extruding or fabricating of plastic articles from purchased raw materials (HDPE, LDPE, PVC, etc)
2.7	Synthetic Resins, Plastic materials and Man-Made Fibre
2.7.1	Manufacture of synthetic resins, polystyrene resins copolymers, vinyl resins, polyester and alkyl resins, phenolic resins, acrylic resins in granular, powder, sheet and tube forms.
2.7.2	Manufacture of cellulose and other man-made fiber such as mono-filament, multi-filament, staples or tow which can be further processed on textile machines
(3)	FOOD SECTOR (FD)
3.1	Fish, Crustacean and Similar Foods
3.1.1	Drying Fish
3.2	Food Products
3.2.1	Frying and packing of peanuts, cadge nuts etc
3.2.2	Processing of sesame and olive oil (small scale)
3.3	Vegetable and Animal Oils and Fats
3.3.1	Processing of non-traditional export oil such as cinnamon oil
3.4	Tobacco Manufacture
3.8.1	Manufacture of Cigar
3.8.2	Manufacture of Cigarette from tobacco and tobacco related products
3.8.3	Manufacture of chewing and smoking tobacco
3.8.4	Curing and Redrying tobacco leaves
3.8.5	Miscellaneous processing of tobacco leaves
(4)	MACHINERY AND EQUIPMENT SECTOR (ME)
	Assembly of machinery and equipment from ready made components and not involving electroplating, galvanizing and other similar operations
4.1	Office, Computing and Accounting Machinery
4.1.1	Assembly of electronic or manual typewriters, cash registers, weighing, duplicating and accounting machines
4.1.2	Assembly of electronic data processing machinery and accessories including computers and calculators
4.1.3	Assembly of electronic data processing machinery and accessories including computers and calculators
4.1.4	Assembly of miscellaneous office machines
4.2	Radio, Television and Communication Equipment
4.2.1	Assembly of radio and television receiving sets, transmitting signaling and detection equipment
4.2.2	Assembly of telephone and telegraphic equipment
4.2.3	Assembly of telex and facsimile machines
4.2.4	Assembly of tape recorders and other sound recording equipment
4.2.5	Assembly of audio and video cassette recorders
4.2.6	Assembly of phonogram and record player
4.2.7	Assembly of other electronic equipment, apparatus and accessories

4.3	Electrical Appliances and House wares
4.3.1	Assembly of household cooking, heating and washing appliances
4.4	Professional and Scientific Equipment
4.4.1	Assembly of laboratory and scientific instruments, ammeter, barometer, chemical balance etc.
4.4.2	Assembly of measuring and controlling equipment plumb bob rain gauge, taximeter, thermostats, etc
4.4.3	Assembly of surgical, medical, dental equipment and furniture
4.4.4	Manufacture of medical, surgical supplies
4.4.5	Manufacture of orthopedic and prosthetic appliance such as abdominal support, ankle support arch support, artificial limb, kneecap support etc.
4.5	Photographic and Optical Goods
4.5.1	Assembly of photographic equipment and accessories
4.5.2	Assembly of optical instruments
4.5.3	Manufacture of eyeglasses and spectacles
4.5.4	Manufacture of optical lenses
4.5.5	Repair shops for optical instruments and cameras
4.6	Watches and Clocks
4.6.1	Manufacture of watches and clocks
4.6.2	Repair shops of clocks and watches
4.7	Jewellery and Related Products of Precious Metals
4.7.1	Manufacture of jewellery or precious metals, semi-precious metals and pearls
4.7.2	Manufacture of silverware
4.8	Musical Instruments
4.8.1	Manufacture and repair of pianos
4.8.2	Manufacture and repair of string instruments
4.8.3	Manufacture and repair of wind and percussion instruments
4.8.4	Manufacture of assembly of electronic organs
4.8.5	Manufacture of miscellaneous musical instruments
4.9	Sporting and Athletic Goods, except Firearms, Rubber (Rubber gloves) and Plastic Products
4.9.1	Manufacture of sports gloves and mats (Except Dipped Rubber products)
4.9.2	Manufacture of sports balls, excepting of rubber and plastic
4.9.3	Manufacture of gym and playground equipment
4.9.4	Manufacture of sports tables (billiards, snooker, Ping-Pong, etc.)
4.9.5	Manufacture of other sports and athletic goods
4.10	Other Light Industries
4.10.1	Manufacture of pencils, pens and other office and artist materials
4.10.2	Manufacture of umbrellas and canes
4.11	Engines and Turbines
4.11.1	Assembly and rebuilding of steam, gas and hydraulic turbines
4.11.2	Assembly and rebuilding of steam and gas engines
4.11.3	Assembly and rebuilding of petrol, diesel and other internal combustion engines
4.12	Agricultural Machinery and Equipment
4.12.1	Assembly and rebuilding of machinery and equipment used in agriculture and farming
4.12.2	Assembly and rebuilding of machinery and equipment used in dairy farming and livestock raising
4.12.3	Assembly and rebuilding of machines and equipment used in other agricultural operations
4.13	Metal and Wood Working Machinery
4.13.1	Assembly and rebuilding of metal cutting, shaping, shaving and finishing machinery
4.13.2	Assembly and rebuilding of wood working machinery
4.14	Specific Industrial Process Machinery

4.14.1	Assembly and rebuilding of machinery and equipment used in:
	- Tea Industry
	- Rubber Industry
	- Coconut Industry
	- Food and Beverage Industry
	- Textile Industry
	- Paper and Pulp Industry
	- Printing Industry
	- Leather Industry
	- Construction Industry
	- Clay, Stove and Glass Industry
4.15	Machinery and Equipment except Electrical Equipment
4.15.1	Manufacture/Assembly of service industry machines
4.15.2	Manufacture/Assembly of sewing machines
4.15.3	Manufacture/Assembly of elevators and escalators
4.15.4	Manufacture/Assembly of cooking ranges
4.15.5	Manufacture/Assembly of water pumps
4.15.6	Refrigeration industry
4.16	Electrical Industrial Machinery and Apparatus
4.16.1	Assembly of motors and generators
4.16.2	Assembly of electrical distribution apparatus
4.16.3	Assembly of electrical welding apparatus
4.16.4	Repair and construction of electrical transformers
4.17	Electrical Apparatus and Supplies
4.17.1	Manufacture of electric lamp fixtures
4.17.2	Manufacture of electrical cables, wires and wiring devices
4.17.3	Manufacture of conductor connectors and other current carrying wire devices
4.17.4	Manufacture of electrical insulators and insulation materials
4.17.5	Manufacture of conduits and fittings
4.17.6	Manufacture of distribution boards
4.18	Electrical Industrial Machinery and apparatus
4.18.1	Manufacture of Motors and generators
4.18.2	Manufacture of electrical distribution apparatus
4.18.3	Manufacture of electrical welding apparatus
4.18.4	Repair and construction of electrical transformers
	Electroplating, Galvanizing & other similar operations are not recommended for above projects.
(5)	MINERAL PRODUCTS SECTOR (MP)
5.1	Pottery China and Earthenware
5.1.1	Manufacture of household pottery
5.1.2	Other pottery, china and earthenware
5.2	Structural Clay Products
5.2.1	Manual production of sun dries clay bricks and tiles
5.2.2	Manufacture of clay bricks and hollow clay tiles but not sun dried
5.2.3	Manufacture of stone lining and chimney pipes
5.2.4	Manufacture of architectural finishes
5.2.5	Manufacture of miscellaneous structural clay products
5.3	Glass and Glass products
5.3.1	Manufacture of mirrors
5.3.2	Manufacture of flat/sheet glass
5.3.3	Manufacture of laboratory and industrial grade glass products
5.3.3.1	Manufacture of miscellaneous glass and glass products n.e.c.

5.4	Non-metallic Mineral Products
5.4.1	Manufacture of structural concrete products
5.4.2	Manufacture of art goods (pencils, crayons, etc.) not stone and marble Products
5.4.3	Manufacture of sandpaper, emery paper and cloth
5.4.4	Grinding and crushing of stones and gravels
5.4.5	Manufacture of fiber board and its products
(6)	PAPER AND PAPER BOARD ARTICLES (PP)
6.1	Manufacture of containers and boxes of paper and paperboard
6.2	Manufacture of stationery, envelopes and related articles
6.3	Manufacture of miscellaneous products made from paper and paperboard
6.4	Printing newspaper and periodicals
6.5	Printing and publishing of books and pamphlets, printed cards and stationery
6.6	Commercial printing
6.7	Miscellaneous printing including publication material
(7)	TEXTILE AND LEATHER (TL) (In respect of textile - bleaching, dyeing and washing are not permitted. In respect of leather - tanning is not permitted).
7.1	Made-up Textile goods
7.1.1	Manufacture of house furnishings
7.1.2	Manufacture of Textile bags
7.1.3	Manufacture of Canvas bags and other canvas products
7.1.4	Manufacture of jute bags
7.1.5	Manufacture of aide belts
7.1.6	Manufacture of Made-up textile goods
7.1.7	Manufacture of Embroidery of made-up textile goods
7.2	Knitting Mills
7.2.1	Hosiery mill
7.2.2	Underwear and outerwear knitting mills
7.2.3	Fabric knitting mills
7.2.4	Miscellaneous knitting mills
7.3	Carpets and Rugs
7.3.1	Manufacture of carpets and rugs
7.3.2	Manufacture of mats and mattings
7.4	Other Textile, Garments and Coir Products
7.4.1	Manufacture of fiber batting, padding and upholstery filling
7.4.2	Small establishments engaged n rope and mattress making
7.4.3	Manufacture of medical and surgical supplies such as antiseptic dressings, sanitary napkins, surgical gauze etc.
7.5	Wearing apparel, except Footwear
7.5.1	Manufacture of wearing apparel by cutting and sewing fabric, leather, fur and other materials in garment factories
7.5.2	Manufacture of raincoats and water proof outer garments
7.5.3	Manufacture of miscellaneous wearing apparel
7.6	Leather products and Substitutes
7.6.1	Manufacture of luggage and handbags, wallets and small leather articles
7.6.2	Manufacture of shoes, except of rubber, plastic and wood
7.6.3	Manufacture of slippers and sandals except of rubber and plastic (leather processing activities shall not be recommended for above projects)
7.6.4	Manufacture of artificial leather
7.7	Coir Products
7.7.1	Manufacture of linoleum and other hand surfaced covering

7.7.2	Manufacture of Coir briquettes and similar products out of coir dust
(8)	TIMBER AND WOOD (TW) (Sawing and planing are not permitted)
8.1.1	Manufacture of wooden and cane containers
8.1.2	Manufacture of bamboo, rattan and other cane products
8.1.3	Manufacture of brooms and brushes made of wood and coir
8.2	Wood and Cork Products
8.2.1	Manufacture of cork products
8.2.2	Manufacture of wooden shoes, shoe lasts and similar products
8.2.3	Manufacture of miscellaneous products out of wood
8.2.4	Manufacture of products such as like wooden baskets, barrels, casks, drums, hogsheads, keys, tanks, tubes and vats
8.3	Furniture and Fixtures
8.3.1	Manufacture of wood furniture including upholstered
8.3.2	Manufacture of box beds
8.3.3	Manufacture of wood and cane blinds, screens and shades
8.3.4	Miscellaneous furniture and fixtures
8.3.5	Wood carving and crafting
(9)	TRANSPORT SECTOR (TR)
9.1	Motorcycles and Bicycles
9.1.1	Manufacture of assembling of bicycles and exercising bicycles
9.1.2	Assembly of motorcycles, scooters, trishaws, etc
9.1.3	Assembly of side cars of motorcycles
9.1.4	Manufacture of bicycle parts
9.1.5	Manufacture of motorcycles, scooters, trishaws etc.
	Electroplating and Galvanizing activities are not recommended for any of the above projects.
9.2	Shipbuilding and Repair
9.2.1	Manufacture of row boats, catamarans and sail boats
9.2.2	Manufacture of spare parts of row boats, catamarans and sail boats
9.3	Motor Vehicles
9.3.1	Manufacture of bodies for jeeps, buses and coaches
9.3.2	Repairing, major alteration (but not ordinary repair) of motor vehicles (engines and bodies)
9.3.3	Manufacture of motor vehicle parts such as brakes, clutches, axle, gears, wheels and frames
9.3.4	Manufacture of motor vehicle parts
9.3.5	Repair and maintenance shops and garages
9.3.6	Manufacture or assembly of automobiles
9.3.7	Manufacture of heavy vehicles such as earth movers, road surfaces etc.