



RFP NO.	MOB/ENG/27/09/23-009
ISSUE DATE	27/09/2023

RFP

Site Cleaning and Pest Control Activities at Mobitel Base Stations

Mobitel (Pvt) Limited
148/15, Lesley Ranagala Mawatha.
Baseline Road,
Colombo 08,
Sri Lanka

DATA SHEET

<p><u>ITEM DESCRIPTION</u></p> <p>Request for Technical & Commercial Proposals for “site cleaning and Pest control Activities for Mobitel (Pvt) Ltd”.</p>
<p>RFP NO: MOB/ENG/27/09/23-009</p>
<p><u>BID BOND</u></p> <p>Value of the bid bond is One Million (Rs.1,000,000.00). The bid bond shall be valid for One hundred and Twenty days (120) from the date of closing Bids. The Bid Bond format is given in Annexure 1.</p> <p>Important: Bidders must handover the original copy of the bid-bond to the above mentioned address 10.00 hours, 10th October 2023.</p>
<p><u>RECEIVING AND CLOSING OF RFP</u></p> <p>Proposals will be received not later than 10.00 hours Sri Lanka time on 10th October 2023</p>
<p><u>COMPLETION PERIOD</u></p> <p>Service to be provided as per the scope of services given under General Terms and Conditions of RFP.</p>

Section 1

GENERAL CONDITIONS OF RFP

Introduction

Mobitel (Private) Limited, at 3rd floor, Procurement Division, No: 148/15, Lesley Ranagala Mawatha, Baseline Road, Colombo 08., will receive Proposals for “Outsource Drivers for Mobitel (Pvt) Ltd.”. The Vendor should comply with the terms and conditions of this RFP as outlined below.

1 RFP Details

1.1 Receipt and close of RFP

Your Technical and Commercial Proposal should be handed over to Mobitel Procurement Division before 10.00 hours Sri Lanka time on 10th October 2023.

Please refer below guidelines for pricing submission and you are requested to strictly adhere to same.

Instructions for Submission

1. You are requested to submit your, Technical and commercial proposals only to Mobitel Procurement Division

2 Opening of RFP

- 2.1 The Evaluation Committee will open RFP. The successful vendor will be informed of the award within ninety (90) working days of the opening of Proposals.

3 Acceptance of Proposals

- 3.1 The Proposals will only be accepted from vendors who have fulfilled the RFP requirements along with the bid bond submission.
- 3.2 It is the policy of **Mobitel** to select the most suitable offer and award the order to the successful vendor(s). However, **Mobitel** reserve the right to reject any oral offers. **Mobitel** has no obligation to explain to unsuccessful Vendor the reason for rejecting their RFP. Further there is to be no contract until certain formal documents have been executed and official Purchase Order issued.

4 Validity Period of Offer

- 4.1 All offers shall be held good for acceptance for a minimum period of 90 days from the date of closing the RFP.

5 Submission of quotes

5.1 Vendor should submit the following documents;

- 5.1.1 Vendors must attach a letter undertaking to comply with the conditions of the RFP
- 5.1.2 All offers shall be held good for acceptance for a minimum period of Ninety (90) days from The date of closing of this RFP

6 Bid Bond

- 6.1.1 Each Bid Proposal shall be accompanied by a Bid Bond to the value indicated in the RFP Data Sheet, undertaking that the offer will be held valid for the validity period and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued by a Commercial Bank in Sri Lanka, and payable to Mobitel (Pvt) Limited. The Bid Bond shall be valid for One Hundred and twenty days (120) from the date of closing of Bids and should be substantially in accordance with the specimen at Annexure 1. Failure to submit the Bid Bond at the time or before the closing of the Bids and in accordance with above said requirements may result in the Proposal being rejected. Bid securities from unsuccessful Bidders will be returned to them after an award is made to the successful Bidder. The Bid Securities of the successful Bidder will be returned to them after receipt of the performance bond.

7 Performance Bond

7.1.1 The Contractor shall furnish following performance security to the Buyer

- a) A Performance Bond for the successful performance of POC which amounts to ten per cent (10%) of the POC BOQ price decided with the selected vendor during the contract finalization process and to be submitted within twenty one (21) days after the date of signing the Contract with the selected vendor in the form provided in Annexure 2, Appendix 11. Such Performance Bond shall be valid for a period of six months from the date of issue. However if the POC is extended beyond 6 months, the Performance Bond shall be extended for a period of another 6 months. If the POC is successful the Buyer will release the Performance Bond.
- b) The Contractor shall furnish a second Performance Bond to Mobitel amounting to ten percent (10%) of the Contract Price in the form provided in the RFP Document (Annexure 2, Appendix 11) within twenty one (21) days after the date of signing the Contract with Mobitel. If the Contractor requires an Advance Payment, the Performance Bond amount shall be equivalent the Advance Payment amount plus 10% of the Contract Price. If not, the bidder shall provide in addition to the Performance Bond of 10%, an Advance Payment Guarantee to the equivalent value of Advance Payment. The Contractor shall provide the Performance Bond/Advance Payment Guarantee to Mobitel before Mobitel provides the Advance Payment.

7.1.2 The proceeds of the second Performance Bond shall be payable to Mobitel for the Contractor's failure to complete its obligations and as a security against the Advance Payment. Mobitel may at its discretion extend the validity period of the performance Bond dependent on the extension of work schedules.

7.1.3 The performance Bond shall be denominated in United States Dollars and shall be in the form of an irrevocable and unconditional Bank guarantee, issued by a bank located in Mobitel's country acceptable to Mobitel, in the form provided in the RFP documents (Annexure 2 Appendix 11). The said bank guarantee shall remain in force until the Final Acceptance.

8 Technical Requirement

- 8.1 The vendor should submit their RFP based on technical scope detailed in **Section 2**. Vendors should respond to all sub sections clearly and may attach additional information relevant as annexures.

9 Commercial Proposal

- 9.1 The vendor should submit the commercial proposal separately as explained in **Section 3**
- 9.2 Prices indicated shall be firm and not subject to variation except for rates of VAT and other applicable taxes prevailing on the date of closing of RFP.
- 9.3 Credit terms offered must also be in accompanying Notes to price format submitted

10 Documents and Details to Accompany RFP

- 10.1 The Vendor must submit the profile of the company, a list of important customers with their contact details for the services Proposed.
- 10.2 All RFP's should contain adequate particulars in respect of the scope of services in conformity to required scope as per **Section 2**
- 10.3 All RFP's shall be the property of **Mobitel** and shall not be returned to the Vendor.

11 Accept or Reject Offers and Intimation of Acceptance

- 11.1 **Mobitel** reserves the right to decide on the most suitable Vendor/s taking into consideration all concerned facts. Mobitel is not bound to make the award to RFP to the vendor submitting the lowest offer.
- 11.2 The Evaluation Committee reserves the right to reject any or all RFP's without adducing any offer. The notice of acceptance of RFP will be sent by registered post to the successful vendor to the address given by him in the RFP documents as soon as possible after the decision has been made. Intimation of the acceptance of RFP may alternatively be made by e-mail if circumstances so require, and such intimation should be considered sufficient notice of acceptance.
- 11.3 The notice of acceptance of RFP's will be communicated to the successful Vendor who will receive the official Service Order.
- 11.4 **MOBITEL** reserves the right to cancel the project at its sole discretion at any time prior to signing a contract for any reason and without penalty
- 11.5 **MOBITEL** reserves the right to partition the work to the Vendors who are required to fully cooperate with other selected Vendor to collectively fulfill the objectives and requirements for the project.

12 Use of Documents and Information

- 12.1 No vendor shall without prior written approval from Mobitel disclose any document, specification, etc to any outside person or any other Vendor.
- 12.2 The vendor shall not make use of any document or information except for purpose of executing of the order.
- 12.3 The vendor shall be responsible for any discrepancies, errors or omissions in written information supplied by the Vendor, whether they have been approved by the Vendor or not, provided that such discrepancies, errors, or omissions are not due to inaccurate information furnished by the Vendor.
- 12.4 The vendor shall carry out at its own expense any alterations or remedial work necessitated by reason of discrepancies, errors or omissions due to the fault of the Vendor and shall modify the written information. Accordingly, or in the event if the same were done by or on behalf of the Vendor, the Vendor shall bear all costs incurred thereby in agreement with the Vendor

13 Canvassing, Gifts & Commissions

- 13.1 Vend or their Agents should not canvass, offer or agree to give any kind of gifts, commissions rebate or inducement to any person employed by **Mobitel**.
- 13.2 Breach of this clause may be punishable by law and shall render the RFP invalid And /or cancelled.

14 Tests and Inspection

- 14.1 The vendor reserves the right to obtain information from existing customers of the Vendor with regard to services provided by the Vendor to as confirm their conformity to the specified standards.

15 Termination for Default

- 15.1 If the vendor fails to fulfill the order as specified in the terms of delivery mentioned in the Purchase Order issued, Mobitel may without prejudice to any other remedy for breach of the Contract, has the right to terminate the order in whole or in part and recover any losses from the payments due to the Vendor.

16 Standards of Product

- 16.1 The vendor shall warrant that the product supplied would conform to the required standards.
- 16.2 The vendor shall if necessary undertake to sign an agreement with Mobitel for all warranty procedures and provision for alternate Services

17 Royalties and Patents

- 17.1 The vendor shall pay royalties and license fees and defend all suits resulting from claims for, infringement of any patent or other intellectual property rights and the Vendor shall and

indemnify and hold Mobitel indemnified completely and at all times from all damages, costs and expenses of the alleged infringement of any patent or other intellectual property rights, on all software, materials, and equipment purchased outright or leased and installed according to the specifications provided by Mobitel.

17.2 The vendor shall defend Mobitel at the Vendor's own cost at any or all such suits or proceedings. If the Equipment or any item thereof is held to constitute an infringement in such action, the Vendor at his own expense will have the choice of taking one or more of the following courses of action;

17.2.1 Replace the item with a non-infringing item.

17.2.2 Procure for Mobitel the right to continue to use such Equipment and item.

17.2.3 Modify the Equipment or any item thereof so that the said Equipment or any item thereof shall cease to constitute infringement of any such rights.

17.2.4 In such an event the Vendor shall obtain the prior written approval of Mobitel.

18 Maintenance and Enhancements

18.1 The vendor must define who will provide systems maintenance service, where this/these individual(s) will be located, what the response times are and what service/contract cost options are offered.

18.2 The vendor will also provide the Mobitel contractually the right to determine an emergency need (as defined by the Mobitel) and the wherewithal to respond within a predetermined time frame. The Vendor must describe how they provide minor/major upgrades, bug fixes available to the Mobitel.

19 Governing Language

19.1 All correspondence and other documents pertaining to the RFP shall be written in the English language. If any printed documents written in any other language are furnished, the English translation shall have to be certified by the relevant embassy or High Commission.

20 Applicable Law

20.1 The RFP and any Contract resulting there from will be governed and abide by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

21 Arbitration (Only in the event of Parties entering in to a Contract)

21.1 The Parties shall use their best efforts to settle any dispute difference or question between them arising out of a resulting Contract in an amicable way. The subject matter shall be discussed in good faith.

21.2 If however, the subject matter remains in dispute despite the Parties efforts to settle the dispute in question either party may submit the matter to arbitration as set out below.

- 21.3 All disputes differences or questions between the Parties with respect to any matter arising out of or relating to the resulting Contract shall be finally settled under the Rules of Conciliation and Arbitration in accordance with the provisions of the Arbitration Act No 11 of 1995 and the rules of the Arbitration Centre of the Institute for the development of Commercial Law and Practice, in Colombo (Sri Lanka) by three(3) arbitrators appointed in accordance with the said Rules and proceedings and the proceedings shall be conducted in the English language.

22 Taxes and Duties

- 22.1 All taxes such as VAT, payable in Sri Lanka by the Vendor relating to the execution of a resulting Contract shall be borne by Mobitel.
- 22.2 The Vendor who should be registered for VAT shall submit to Mobitel complete and sequentially numbered invoices stating the VAT numbers of both parties and showing the component of VAT separately and Mobitel shall pay such total tax invoices.
- 22.3 However personal income tax and corporate income tax of the Vendor, the Vendor's employees or his Sub Vendors payable whether in Sri Lanka or outside Sri Lanka shall not be borne by Mobitel.
- 22.4 Any taxes outside Sri Lanka shall not be borne by Mobitel.
- 22.5 Any taxes whether in Sri Lanka or outside Sri Lanka by Sub Vendors or employees of the Vendor shall not be borne by Mobitel.

23 Protection of Existing Telecommunications System

- 23.1 During the installation/construction period, the Vendor shall pay special attention to the protection of the existing telecommunications system from damage or interference.
- 23.2 In case such damage or interference should occur, the Vendor shall immediately suspend his Works and ask Mobitel for their instructions, upon receipt of which he shall restore services as soon as possible at his own cost.

24 Prevention of Damage

- 24.1 The Vendor shall, at his own expenses, provide facilities necessary to prevent damages to Works, Goods, adjacent structures or a third party until the Works has been completed and accepted.
- 24.2 The Vendor shall whenever he considers it necessary for the prevention of accidents, take proper measures at his own cost, and notify Mobitel of the measures taken. The Vendor shall be solely responsible, should any accident occur.
- 24.3 The Vendor shall not enter for any purpose, buildings other than those concerning with the project, without obtaining the permission of the person in charge.

25 Non-Disclosure Agreement

Guidelines;

- (1) The Complete NDA should be submitted
- (2) The NDA should be executed in the following manner

Company - By the persons authorized by the Company's Articles of Association. Generally it is a Director (in a single Director company) or Two Directors or a Director and the Company Secretary. However in large companies delegation takes place as such a Manager or other official might be authorized to sign the NDA on behalf of the Company. In the latter case please obtain a copy of the document by which the Board has given authority to the individual to sign on behalf of the Company. Plus the rubber seal (or the common seal if available) of the company to be placed on the NDA (this is required for the purpose of refuting any allegations that might be made by the other party on the basis that the NDA was signed by a person not authorized by Company.

- (3) The two witnesses should place their signatures (the witnesses by placing their signatures would be witnessing the placing of the signatories' signatures)
- (4) NDA should be submitted in two copies

NOTE - IF a NDA has already been executed with Mobitel, it is not necessary to submit a separate NDA with this RFP.

26 Correspondence

- 26.1 The Vendor will name a representative to communicate with Mobitel. The representative must be a person authorized to negotiate a contract in the company's name. The Vendor must also identify a person who will act as the Vendor's contract administrator. This person or a successor must have full authority to resolve disputes with Mobitel
- 26.2 Any technical clarification must be sent via email to scharith@Mobitel.lk
- 26.3 Any correspondence in regard to commercial should be sent via e-mail to the following address. All communications about this Request for Proposals must be directed through the following officer who is the coordinator for this RFP
Email: prasanth@mobitel.lk

Section 2: Technical Specification

27. Period

- 27.1 Sites cleaning should be done in every 90 days and the contractor shall ensure that the vested cleaning list to be finish within 60 days from the commencement date of first site cleaning activity of the respective turn. However, the Contractor shall perform any urgent requirement that deviates from the normal schedule of cleaning.
- 27.2 Frequency of contract visits shall depend on the specific sites cleaning and pest control needs of each premise. Specified sites, with a history of pest infestations, will be visited more frequently.

28. Implementation

- 28.1 The contractor shall comply with and arrange for the installation of Mobitel Internal Software Application, '**InfraMS**,' for managing access permissions, uploading photos of cleaning status (before and after), and submitting invoices for payment.
- The contractor shall provide each team of site cleaners with a smart mobile phone equipped with the internal Mobitel software application 'Inframs'
- The Contractor shall notify Mobitel through the “Inframs” application at least five working days in advance the schedule to in order to arrange permission.
- 28.2 Contractor should coordinate with the regional Site Administration Executive (SAE) before entering and leaving the site.
- 28.3 Should provide weekly update of the sites cleaned & pest controlled to the relevant regional Site Administration Executives (SAE).
- 28.4 Inform regional SAE the current status of the site before starting the work and also, after finishing the work in order to check the site alarm with INOC.
- 28.5 Cutting or removing of the existing unnecessary plants (shrubs, herbs and creepers) of the area and applying weed control chemicals to garden including to grass and Trimming(specially the vendor shall remove “Mana Bushes” from the site).Vendor has to specify the chemicals that are going to

be used.(The vendor has to ensure that the site condition is to be maintained at satisfactory level in between the site cleaning cycle)

- 28.6 Collecting of rain water retaining containers such as plastic cans, coconut shells and tins and disposed in a proper manner.
- 28.7 The contractor shall agree for cutting and removing of trees (which is not come under the clause no.28.5) inside the site premises within the assign geographical area to perform the site cleaning and pest controlling activities for each vendor's subject to issuing purchase order.
- 28.8 Should clean access road within 25 meters' length to the site and if any additional requirement for exceeding 25 meters the vendor shall agree to clean the access road under below 03 categories with pre-agreed additional charges.
- The road distance between 25m to 100m
 - The road distance between 100m to 500m
 - The road distance between 500m to 1000m
- 28.9 Cleaning & removing the creepers along the chain link fence and remove the unnecessary plants (shrubs, herbs and creepers) within a 1-meter-wide area around the Mobitel site fence to reduce the risk of

potential fires at no cost. And from 2m to 5m -wide area around the Mobitel site fence Should be cleaned by the vendor at pre-agreed additional charges.

- 28.10 Vacuuming the inside shelter and outdoor BTS's and Battery Banks.
- 28.11 Vendors have to remove the branches of tress outside the fence, which has the potential in falling inside the premises or damaging the fence of the site. Relevant regional SAE approval has to be taken prior to such activity.
- 28.12 Cleaning up to the ground where the shelter door, Meter cubical, plinths, security huts are available. (Special attention needed to clean the underneath of the shelter)
- 28.13 Cleaning of all debris available on the roof of shelters, meter cubicles, security hut, toilet, gen huts & etc.
- 28.14 Should use proper tools such as bush cutters, Sprayers, mamoties and other general tools.
- 28.15 Burning of debris or garbage shall not be done inside the premises or near the fence.
- 28.16 Such materials should be taken out and disposed by the contractor.
- 28.17 Insert lubricant oil to gate hinges, shelter door & BTS door locks to maintain smooth opening.
- 28.18 Cleaning of tower base plate using water during each cleaning visit without damaging the paint and surface shall be free from moss, mud or any other contaminants. Photographs to be submitted to Mobitel after cleaning of each leg (four/three).
- 28.19 Cleaning of BTS plinths (Steel/Concrete) so that the surface shall be free from moss, mud or any other contaminants.
- 28.20 All outer surfaces of outdoor cabinets should be cleaned so that all surfaces shall be free from moss or mud.
- 28.21 The Contractor shall completely suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities. Populations of the following pests are excluded from this contract. Birds, Bats, Termites, Other wood-destroying organisms.
- 28.22 The Contractor shall implement a preventive maintenance program that identifies and correct conditions that contribute to pest infestation. Some of the most effective techniques may include, but are not limited to:
 - a. *Disinfestations treatment against common pests like spiders, cockroaches, ants, mosquito & other insects.*
 - b. *Rodent treatment against rats, bandicoots & mice.*
 - c. *Prevent the re-infestations for a long period.*
 - d. *Baiting*

- e. *Glue Trapping in area where baiting is restricted.*
- f. *Rodent Removal*
- g. *Non Chemical Control*

28.23 The Contractor shall conduct a thorough, initial assessment of the interior space of the equipment/Shelters and exterior ground areas. The purpose of the initial assessment is for the Contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the buyer within fifteen (15) calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the buyer, in writing, about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

28.24 The Contractor shall employ practices and techniques as they relate to cleaning, trash, and materials handling that reduce the sources of food, harborage, and access routes used by pests in and around site.

28.25 The Pest Control Plan shall consist of four parts:

- a. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of brand names of trapping devices, pest monitoring devices, and any other control devices or equipment shall be included.
- b. A schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Specified sites, with a history of pest infestations, will be visited more frequently.
- c. A description of any structural or operational changes that would facilitate the pest control effort.
- d. A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service in accordance with this exhibit.

28.26 The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the buyer. Only qualified, trained, and licensed/certified personnel shall apply chemicals. Uncertified individuals working under the supervision of a Certified Applicator shall not be permitted to provide service.

28.27 Pest control Chemicals shall be applied according to manufacturers' recommendation and shall be applied evenly. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage. All chemicals shall be in the original manufacturer's containers and properly labeled.

28.28 Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide product inside the buyers premises

28.29. The Contractor shall use non-pesticide methods of control wherever possible. For example: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible.

example:

- Bait stations and other types of bait formulations rather than sprays.
- As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments.
- Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.

A. The Contractor shall obtain the approval from buyer prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment.

28.30 All work shall comply with the applicable requirements of state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

29. Record Keeping

29.1 The Contractor shall be responsible for maintaining a logbook / excel for Pest control and Site cleaning or file for each site or site specified in this contract. These records shall be kept on site property and maintained by the Contractor.

Each logbook or file shall contain at least the following items:

- a. A copy of the Pest Control Plan, (including labels and MSDS for all pesticides used), brand names of all pest control devices and equipment, and the Contractor's service schedule,
- b. Completed copies of Pest Control and Site Cleaning Work and Inspection Report, or an equivalent shall be used to advise by the Contractor of routine service requests and to document the performance of all work.
- c. Upon completion of a service visit to a building, the Contractor's representative performing the service shall complete, sign, and return it to the log book.

30. Invoice

30.1 Photos of the cleaned sites and those taken before cleaning should be submitted along with the invoice through the Mobitel InfraMS system, bearing the signature of the relevant Regional Site Administration Executives or respective Regional Operational Technical Staff

30.2 Contractor should submit all invoices within 30 days after the service.

30.3 Pricing for Integrated Pest Management for MSC, BSC, Generator rooms and other than which are not come under above scope.

31. Statement of Compliance

Following should be noted when marking compliance for the above Clauses.
The compliance shall be stated clearly whether it is Yes or No.

- a) Yes = Full Compliance
- b) No = No Compliance
- c) Format of the compliance statement.

Clause Nos of the Scope	Compliance - Yes/No	Remarks

Technical Contact Person

Name	Designation	Email Address	Telephone Number	Mobile Number

Section 3**Commercial Terms****Commercial Proposal**

Vendor shall make available the commercial proposal for the proposed ~~implementation sites~~ along with the response to the technical RFP and both proposals should be submitted as indicated in general guidelines for RFP submission. The commercial proposal should indicate costs applicable as per the below price format template. If there are, any other direct/ indirect costs should be revealed.

Adherence to the below price format template is mandatory.

Price Format

Category	UOM	Unit Rate
Motorable Site	Each	
Non-motorable site	Each	
Access Road Cleaning		
Access Road Cleaning	(up to 25m)	Free of Charge
Access Road Cleaning	(25m - 100m)	
Access Road Cleaning	(100m - 500m)	
Access Road Cleaning	(500m-1000m)	
Cleaning around the Fence area		
Up to 01m-wide area around the Mobitel site fence		
2m to 5m -wide area around the Mobitel site fence		

Notes:

- 3.1 Prices are to be quoted in LKR.
- 3.2 Validity of offer - 90 days from closing date of RFP.
- 3.3 Taxes applicable should be shown separately.
- 3.4 Payment Terms – monthly payments in arrears with 60 days credit.
- 3.5. Price offer to be signed by Authorized Signatory of the Company.
- 3.6. Penalty Clause - as per the clause 2.3.1.13.
- 3.7. Please expand on above line items if required in keeping with format.
- 3.8. Please provide the below requested contact details in your commercial response.

Commercial Contact Person

Name	Designation	Email Address	Telephone Number	Mobile Number

4. Please provide the below requested general information about your company in your commercial response. You may expand the lines if required in keeping with format

Company Name	
Company Established Year	
Number of Staff	
Name of CEO/Managing Director	
Name of Board members	
Subsidiaries or Affiliated Companies	
<u>Financial Information</u>	
Last Year Revenue	
Last Year Profit (Net Earnings Before Tax)	
Total Assets	
Current Liabilities	
Top 5 customers and reference details	

Annexure 1-Bid Bond

BID BOND FORMAT

Gtee Ref
Date of Issue

Bene Name
Address

AT THE REQUEST OF Applicant Name & Address, WE DO HEREBY UNDERTAKE AND AGREE UNCONDITIONALLY AND IRREVOCABLY AND GUARANTEE TO PAY ON FIRST DEMAND WITHOUT CAVIL, ARGUMENT AND OR ANY REQUIREMENT BY MOBITEL (PRIVATE) LIMITED TO ADDUCE REASONS, PROOF OR CONDITION AND WITHOUT ANY OBJECTION WHATSOEVER BY US, ALL MONEYS THAT MAY BE CLAIMED AND/OR DEMANDED BY YOU AS Purpose of Gtee WE FURTHER UNDERTAKE THAT, IN THE EVENT REASONS HAVE BEEN FURNISHED IN THE SAID DEMAND, THE SAID REASONS PROVIDED THEREIN SHALL NOT BE QUESTIONED OR DISPUTED BY US.

EVERY DEMAND HEREUNDER SHALL BE IN WRITING FOR SPECIFIC AMOUNTS UNDER THE HAND OF THE CHIEF EXECUTIVE OFFICER OF MOBITEL (PVT) LTD AND SHALL CERTIFY THAT THE SAID Applicant Name HAVING BECOME LIABLE TO PAY Purpose of Gtee, FAILED TO PAY THE SAME WHEN SO REQUESTED BY OR ON BEHALF OF THE MOBITEL (PVT) LTD AND SHALL BE ADDRESSED TO THE MANAGER, bank and address DELIVERED AT OUR COUNTERS AT address, AT OR BEFORE 12 NOON ON (Expiry Date being 120 days from date of issue), AND IN CASE THE SAID Expiry date SHALL BE A BANK HOLIDAY, THEN AND OR 12 NOON ON THE FIRST BANK NORMAL WORKING DAY THEREAFTER.

OUR MAXIMUM LIABILITY HEREUNDER SHALL NOT IN ANY EVENT EXCEED THE SUM OF Amount in words (Amount in Figures).

EVERY PAYMENT MADE BY US THEREUNDER SHALL BE A PRO TANTO DISCHARGE OF OUR LIABILITY THEREUNDER.

THIS GUARANTEE SHALL BECOME AUTOMATICALLY NULL AND VOID AND CEASE TO BE OF ANY FORCE OR AVAIL IN LAW AFTER 12 NOON ON THE SAID Expiry Date (AND IN CASE THE SAID DATE SHALL BE A BANK HOLIDAY THEN AFTER 12 NOON ON THE FIRST BANK NORMAL WORKING DAY THEREAFTER) AND OUR LIABILITY HEREUNDER SHALL BE COMPLETELY EXTINGUISHED AFTER 12 NOON ON THE SAID DATE (OR AFTER 12 NOON ON THE FIRST NORMAL WORKING DAY THEREAFTER, AS THE CASE MAY BE) WHETHER OR NOT THE ORIGINAL OF THIS LETTER OF GUARANTEE IS RETURNED TO US DULY DISCHARGED EXCEPT

ONLY IN RESPECT OF DEMANDS FOR SPECIFIC AMOUNTS FORMULATED AND CERTIFIED IN MANNER AFORESAID AND DULY RECEIVED FROM YOU BY US AT OUR COUNTERS AT (address of the bank) AS AFORESAID UNDER THIS GUARANTEE AT OR BEFORE 12 NOON ON THE SAID Expiry Date (OR AT OR BEFORE 12 NOON ON THE FIRST BANK NORMAL WORKING DAY THEREAFTER, AS THE CASE MAY BE).

WE AGREE THAT ANY CHANGE OR ADDITION TO OR OTHER MODIFICATION OF THE TERMS OF ANY CONTRACT BETWEEN THE PARTIES SHALL NOT IN ANY WAY RELEASE US FROM ANY LIABILITY UNDER THIS GUARANTEE.

THIS BID GUARANTEE SHALL BE GOVERNED BY THE LAWS OF SRI LANKA DATED AT COLOMBO ON THISDAY OF 2016.

Bank
Location

AUTHORIZED SIGNATORY

Annexure 2 - Performance Bond (Specimen)

Mobitel (Private) Limited
148/15, Lesley Ranagala Mawatha.
, Date of Issue: ___ December 2012
Baseline Road,
Colombo 08,
Sri Lanka.

Dear Sirs,

OUR LETTER OF GUARANTEE.....

At the request of **HSBC Bank Singapore**, we issue the following Performance Bond.

At the request of....., We, **The Hongkong and Shanghai Banking Corporation Limited** duly incorporated under the Laws of the **Hong Kong SAR with limited liability and having its registered office at 1, Queens Road, Central Hong Kong and Branch Office At No. 24, Sir Baron Jayatilaka Mawatha, Colombo 1**, do hereby undertake and agree unconditionally and irrevocably and guarantee to pay on first demand without cavil, argument and or any requirement by **Mobitel (Private) Limited** to adduce reasons, proof or condition and without any objection whatsoever by us, all moneys that may be claimed and/or demanded by you in relation to failure to perform obligations under **PO No.:_of the Contract concerning the supply of** we further undertake that, in the event reasons have been furnished in the said demand, the said reasons provided therein shall not be questioned or disputed by us.

Every demand hereunder shall be in writing for specific amounts under the hand of the Chief Executive Officer of **Mobitel (Private) Limited** and shall certify that the said....., having become liable to pay for the **PO No.:_ of the Contract concerning the supply of** .failed to pay the same when so requested by or on behalf of the **Mobitel (Private) Limited** and shall be addressed to the Manager Trade Services, the **Hongkong & Shanghai Banking Corporation Limited of 24 Sir Baron Jayatilaka Mawatha, Colombo 1**, at or before 12.00 noon on..... **Day of**, and in case the said expiry date shall be a bank holiday, then and or 12.00 noon on the first bank normal working day thereafter.

Our maximum liability hereunder shall not in any event exceed the sum of **USD **** (United States Dollars ****)**.

Every payment made by us thereunder shall be a pro tanto discharge of our liability thereunder.

This guarantee shall become automatically null and void and cease to be of any force or avail in law after 12.00 noon on the said expiry date **Day of**.....(and in case the said date shall be a bank holiday then after 12.00 noon on the first bank normal working day thereafter) and our liability hereunder shall be completely extinguished after 12.00 noon on the said date (or after 12.00 noon on the first normal working day thereafter, as the case may be) whether or not the original of this Letter of Guarantee is returned to us duly discharged except only in respect of demands for specific amounts formulated and certified in manner aforesaid and duly received from you by us at our counters at the **Hongkong & Shanghai Banking Corporation Limited Of 24, Sir Baron Jayatilaka Mawatha, Colombo 1**, as aforesaid under this guarantee at or before 12 noon on the **Day of**..... (or at or before 12.00 noon on the first bank normal working day thereafter, as the case may be).

We agree that any change or addition to or other modification of the terms of any contract between the parties shall not in any way release us from any liability under this guarantee.

This Performance Guarantee shall be governed and construed in all respects in accordance with the laws the Republic Of Sri Lanka.

Your faithfully,

FOR **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**

DATED AT COLOMBOON THISDAY OF 2016.

AUTHORIZED SIGNATORY

Mobitel (Pvt) Ltd

AGREEMENT ON NON-DISCLOSURE AND RESTRICTION OF USE OF MATERIAL

THIS AGREEMENT made and entered into on this day of Two Thousand and (. ..).

By and Between

..... a Company incorporated under the Companies Act, No.7 of 2007 under the Registration No. PV and, having its registered office at at (hereafter referred to as "....." which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and includeits successors and permitted assigns) of the ONE PART.

And

MOBITEL (PRIVATE) LIMITED a Company incorporated under the Companies Act, No.7 of 2007 under the Registration No. PV 9478 and, having its registered office at 109, Galle Road, Colombo 03, Sri Lanka (hereafter referred to as "**Mobitel**" which expression shall include, unless explicitly excluded, **MOBITEL (PRIVATE) LIMITED**, its successors-in-interest and permitted assigns) of the OTHER PART.

3 Mobitel and are hereinafter jointly referred to as "Parties" and individually as "Party".

4 WHEREAS Mobitel is carrying on the business of providing mobile telecommunication cellular services in Sri Lanka;

WHEREAS

AND WHEREAS the Parties wish to protect and preserve the confidential and/or proprietary nature of information and materials to be disclosed or made available by either Party (hereinafter referred to as the "**Disclosing Party**") to the other Party (hereinafter referred to as the "**Receiving Party**") in connection with including and not limited to certain discussions, negotiations or dealings between the Parties ("**Purpose**") in accordance with the terms and conditions set forth herein;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. To facilitate discussions, meetings and the conduct of business, as may from time to time occur, between the parties in connection with the proposed business relationship between the two parties, it may be necessary for either party to disclose to the other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible forms, that comes to their attention in the course of performing this Agreement, which they know or reasonably be assumed to know is confidential based on the nature and the circumstance(s) of disclosure of such data and/or information, including, but not limited to specifications, records, data, computer programs, drawing, know-how, notes, model reports and samples, idea, invention (whether patentable or not), process, technique, algorithm, computer program (source and object code), design, schematic, drawing, formula, data, product development plan, strategy, forecast and other technical, engineering, manufacturing, product, marketing, servicing, financial, personnel, human resources, and other information and materials, such information may contain proprietary, private or confidential material, or material subject to applicable laws regarding

secrecy of communications or trade secrets (hereinafter referred to as “**Confidential Information**”).

2. Each party acknowledges and agrees:
 - a. That all Confidential Information acquired by the Receiving Party from the Disclosing Party shall be and shall remain the exclusive property of the Disclosing Party. Except as may be otherwise agreed to in writing, no warranties of any kind, whether express or implied, are given by Disclosing Party with respect to any Confidential Information or any use thereof;
 - b. To consider all the information exchanged between the parties as Confidential Information unless otherwise agreed between the Parties at the time of disclosure;
 - c. That information that is disclosed orally between the Parties should be considered by the Receiving Party as Confidential Information;
 - d. To receive in confidence any Confidential Information; to limit access to such Confidential Information to authorized employees on a need to know basis of the Confidential Information in order for the Receiving Party to participate in the matter of mutual interest described above; and not to disclose such Confidential Information to others which includes other entities and persons who are not full-time, regular employees of the Receiving Party, but excludes consultants and advisors provided that such person(s) have signed similar confidentiality agreements with the Receiving Party or authorize anyone else to discuss such Confidential Information to others without the prior written approval of the Disclosing Party;
 - e. To use such Confidential Information only for the Purpose or as specified by the Disclosing Party;
 - f. That all the Confidential Information in written, graphic or other tangible form furnished hereunder shall remain the property of the Disclosing Party and shall (i) be returned to the Disclosing Party at its written request, together with their Derivations (as defined below), including all copies made thereof by the Receiving Party, and (ii) the Receiving Party shall promptly erase or destroy all Confidential Information, Derivations, and copies thereof if recorded and stored in an electronic medium (as an example: computer discs, tapes, flash drives, etc). Upon written request by the Disclosing Party, an officer of the Receiving Party shall certify the following in writing: (a) the return of all tangible records containing Confidential Information, Derivations, and copies thereof; (b) the destruction or erasure thereof, if the Confidential Information and/or Derivations are stored in an electronic medium as provided above; (c) of the discontinued use and its intent not to continue to use the Confidential Information; and (d) its compliance with the requirements of this Section 2(f). Derivations are defined as documents or records, in intangible or tangible form, or on electronic media, describing, summarizing, reproducing, or re-disclosing the Confidential Information, whether in whole or in part, or any extracts thereof;
 - g. Notwithstanding the term hereof, to treat all Confidential Information as provided herein until such time as the Parties mutually agree in writing that such treatment is no longer warranted; and
 - h. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or any products or services derived therefrom.
 - i. Subject to Clause 3 below the release of any information, Confidential or otherwise, should be with the prior written approval of the Disclosing Party.

- j. That the Receiving Party shall maintain all Confidential Information of the Disclosing Party in trust and strict confidence for the sole benefit of Disclosing Party and shall not disclose such Confidential Information to any third party without Disclosing Party's prior written consent.
 - k. That the Receiving Party shall take all reasonable measures, but in any event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance, to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Disclosing Party's Confidential Information.
 - l. That the Receiving Party shall not remove, overprint, or deface any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.
3. These obligations do not apply to Confidential Information which:
- a. As shown by reasonably documented proof, was in the Receiving Party's possession prior to receipt thereof from the Disclosing Party; and
 - b. As shown by reasonably documented proof, was received by the Receiving Party in good faith from a third party not subject to a confidential obligation to the Disclosing Party; or
 - c. Is or becomes publicly known through no breach of confidentiality obligation by the Receiving Party; or
 - d. Is disclosed to a third party by the Disclosing Party without a similar non-disclosure restriction; or
 - e. Is disclosed pursuant to a requirement imposed by a Government agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure pursuant to this subsection, the Receiving Party receiving the request for the information shall notify the Disclosing Party in writing and shall give the Disclosing Party an opportunity to participate in objecting to production of the Confidential Information and shall cooperate fully with Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential information; or
 - f. Was developed by the Receiving Party independently without having access to any of the Confidential Information received from the Disclosing Party.
 - g. Is authorized in writing by the source to be released or is designated in writing by the source as no longer being Confidential or proprietary.
4. Each Party acknowledges that the other Party's employees and contractors are valuable business assets. Each Party agrees that, during the period until the Purpose is completed and for one (1) year thereafter, it shall not (for itself or for any third party) divert or attempt to divert from the other Party any employee or contractor, through solicitation or otherwise.
5. Nothing contained in this Agreement shall act to prevent any one or all of the Parties hereto from concurrently or otherwise discussing or planning similar projects with non-parties to this Agreement so long as the non-disclosure aspects of this Agreement are not violated. Neither Party shall discuss or disclose in writing or by any other means to any third party, any information knowingly allusive to any Confidential Information.
6. Except as provided herein, no right or license whatsoever, either expressed or implied is granted to the Receiving Party pursuant to the Agreement under any trade secret, know-how, patent,

patent application, trademark, copyright or other proprietary right now or hereafter owned or controlled by the Disclosing Party or its successors or permitted assigns.

7. It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to the non-violating Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating Party from doing or continuing to do any such act and any other violations or anticipatory violations of this Agreement. Except in showing of wilful violation of this Agreement, neither Party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages.
8. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by either Party to do business with the other or to do anything except as set out specifically in this Agreement.
9. This Agreement shall be binding on agents, successors and permitted assigns of the Parties.
10. This Agreement is the entire agreement between the Parties with respect to nondisclosure of Confidential Information pertaining to the matters stated above and suspends all prior agreements and understandings with respect to this subject. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.
11. Unless terminated earlier by written notice without prejudice to any rights and obligations of this Agreement, this Agreement shall remain in force for a period of **five years** from "from the date of signing hereof". Provided however the provisions relating to 'Confidentiality' shall survive any termination.
12. This Agreement shall be governed by and interpreted in accordance with the law of Sri Lanka and each of the parties submits to the exclusive jurisdiction of the Courts of Sri Lanka as regards any claim or matter arising under this Agreement.
13. If any dispute or difference whatsoever arises between the parties concerning matters relating to this Agreement or any provision thereof, the parties herein shall use their best endeavours to resolve the dispute or difference amicably.
14. Failing amicable resolution of such dispute or difference by the parties hereto within thirty (30) days, the dispute or difference shall then be finally resolved by competent court of Colombo, Sri Lanka.
15. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
16. The Parties are independent contractors, and neither Party shall have any authority of any kind to bind the other Party in any respect whatsoever.

17. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement.

IN WITNESS WHEREOF the parties have caused their respective Authorised Signatories to sign hereunto and to another of the same tenor on the date month and year at the beginning hereof mentioned.

The signature of
the authorized signatory for and on
behalf of **MOBITEL (PRIVATE)
LIMITED**



Witnesses

Signature

Name

1.

.....

2.

.....

Date :

The Common Seal of
.....
is affixed hereunto in the presence of
.....



Witnesses:

Signature

Name

1.

.....

2.

.....

Date: