



<b>TENDER NO.</b>	<b>MOB/ENG/01/02/24-008</b>
<b>ISSUE DATE</b>	<b>01/02/2024</b>

**REQUEST FOR PROPOSALS**  
**THE HIRING OF THEFT MITIGATION MANAGED**  
**SERVICE PROVIDERS**  
**FOR SRI LANKA TELECOM MOBITEL**

**Mobitel (Pvt) Limited**

148/15, Lesley Ranagala Mawatha.

Baseline Road,

Colombo 08,

Sri Lanka

**DATA SHEET**

<p><b><u>ITEM DESCRIPTION</u></b></p> <p>Request for Technical &amp; Commercial Proposals for “Supply of Theft Mitigation Managed Service Providers for SLT Mobitel”.</p>
<p><b>TENDER NO: MOB/ENG/01/02/24-008</b></p>
<p><b>BID BOND</b></p> <p>The value of the bid bond is Five Hundred Thousand Rupees (LKR.500,000.00). 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><b>Important:</b> Bidders must hand over the original copy of the bid bond to the above-mentioned address on or before 14.00 hours, 19<sup>th</sup> April 2024.</p>
<p><b><u>RECEIVING AND CLOSING OF TENDER</u></b></p> <p>Proposals will be received no later than 14.00 hours Sri Lanka time on 19<sup>th</sup> April 2024.</p>
<p><b><u>COMPLETION PERIOD</u></b></p> <p>Service is to be provided as per the scope of services given under the General Terms and Conditions of TENDER.</p>

## **Section 1**

### **GENERAL CONDITIONS OF TENDER**

#### **Introduction**

**Mobitel (Private) Limited**, on 3rd floor, Procurement Division, No: 148/15, Lesley Ranagala Mawatha, Baseline Road, Colombo 08., will receive Proposals for Supply of Theft Mitigation Managed Service Providers for SLT Mobitel. The Vendor should comply with the terms and conditions of this TENDER as outlined below.

#### **1 TENDER Details**

##### **1.1 Receipt and close of TENDER**

Your Technical and Commercial Proposal should be handed over to Mobitel Procurement Division before 14.00 hours Sri Lanka time on 19<sup>th</sup> April 2024.

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 sealed Technical and commercial proposals envelopes only to the tender box located at Procurement Division, Mobitel Head Office, 3rd Floor, 15/148, Lesley Ranagala Mawatha, Baseline Rd, Colombo 08.
2. Please appoint a single point of contact for all communication regarding this requirement

## 2 Opening of TENDER

- 2.1 The Evaluation Committee will open bids. 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 It is the policy of **Mobitel** to select the most suitable offer and award the order to the successful vendor(s). However, **Mobitel** reserves the right to reject any oral offers. **Mobitel** has no obligation to explain to unsuccessful Vendors the reason for rejecting their proposal. Further, there is to be no contract until certain formal documents have been executed and an 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 TENDER.

## 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 TENDER
- 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 TENDER

## 6 Bid Bond

6.1.1 Each Bid Proposal shall be accompanied by a Bid Bond to the value indicated in the TENDER 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 the 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 TENDER 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.

**8 Technical Requirement**

8.1 The vendor should submit their proposal based on the 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 TENDER.

9.3 Credit terms offered must also be in the accompanying Notes to price format submitted.

**10 Documents and Details to Accompany TENDER**

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 proposals should contain adequate particulars in respect of the scope of services in conformity to the required scope as per **Section 2**

10.3 All proposals 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 the vendor submitting the lowest offer.

11.2 The Evaluation Committee reserves the right to reject any or all proposals without adducing any offer.

- 11.3 The notice of acceptance of proposal 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 that 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 Vendor or their Agents should not canvass, offer, or agree to give any kind of gifts, commission rebate or inducement to any person employed by **Mobitel**.
- 13.2 Breach of this clause may be punishable by law and shall render the proposal 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 items.

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 this TENDER 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 TENDER 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 TENDER.**

**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 [priyanthah@Mobitel.lk](mailto:priyanthah@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 Tender.

Email: [thimindaj@mobitel.lk](mailto:thimindaj@mobitel.lk)

## **Section 2:**

### **Technical Specification**

#### **2.1 Introduction**

SLTMobitel is the National telecommunications provider having island wide coverage with Regional base Towers and other equipment /accessories located at strategic geographical locations across the country. SLTMobitel consist of two major business entities namely Sri Lanka Telecom PLC and Mobitel ( Pvt) Ltd. Sri Lanka Telecom is the Fixed line operator and Mobitel is the Mobile operator. Business definition of two entities are as below:

2.1.1 Sri Lanka Telecom PLC – Fixed Line operator, A fixed telecommunications network, also known as a wired or landline network, refers to a system of infrastructure and technologies that enable the transmission of voice, data, and multimedia communications over physical lines or cables. It provides the foundation for reliable and high-quality communication services to homes, businesses, and institutions.

2.1.2 Mobitel ( Pvt) Ltd - Mobile network operator, also known as a wireless service provider, is a provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user, including radio spectrum allocation, wireless network infrastructure.

Property theft at both fixed line and Mobile operators be considered as a significant problem for all Telco service providers in Sri Lanka. The SLTMobitel statistical figures indicate that Battery and cable theft creates a massive problem for service delivery and places a pressure on its financial resources. Recently conducted study by SLTMobitel determined that hiring a managed service provider to mitigate thefts / secure properties at towers and other SLT properties would be the short time solution to mitigate the risk of property loss.

This tender is floated to obtain a managed service to provide most viable & cost effective solution to mitigate theft at SLTMobitel locations not limited to base towers, telephone fixed lines along public roads across the country and at Multi Services Access network ( MSAN) cabinets across the country .

## 2.2 Technical Requirements - General conditions

- 2.2.1 Successful bidder shall provide service based on the scope of work stipulated and service level agreement specified under each section in this document.
- 2.2.2 Bidder shall provide the service as per the SLA.
- 2.2.3 Successful bidder shall provide necessary tools as a mandatory requirement to carry out the service, including, but not limited to, tools, safety equipment, smart mobile phone with camera and voice connection, internet connectivity to deployed through SLTMobitel solutions. Further Bidder shall provide necessary PPE for site visits specially during pandemic situations and shall ensure to arrange the customer pre-requisite for site visits not limited to PCR Tests, and Access Permissions whenever requested.
- 2.2.4 Bidder shall comply with SLTMobitel standard practices implemented during pandemic situations.
- 2.2.5 Bidder shall not represent the SLTMobitel brand name under any circumstances.
- 2.2.6 Bidder shall be responsible for all the items provided by SLTMobitel.
- 2.2.7 Bidder shall make sure that the assigned persons to carry out the particular task has the required competency, skills, qualifications and experience. Bidder shall share competency, skills, qualifications and experience details of all staff with the proposal with evidence documents. Bidder shall demonstrate track records in telco in particular to mitigate thefts at isolated locations.
- 2.2.8 Bidder shall follow existing site access procedure implemented by SLTMobitel.
- 2.2.9 Bidder shall provide a report on work carried out in daily basis either in manual formats or APP based software system with the request of SLTMobitel. Bidder shall provide compatible devices (Android smart phones) which supports the applications provided by Mobitel.
- 2.2.10 Bidder shall provide a SPOC for coordinating the services and deploy a 24 x 7 monitoring cell for coordination.
- 2.2.11 The following summarizes the scope of services to be performed by the bidder under this Agreement. The scope of services shall be improved and modified by SLTMobitel from time to time for better management of the service. Bidder shall adhere to such amendments.
- 2.2.12 Mobitel shall notify the bidder on the service request via Telephone call, SMS, email, or APP based system
- 2.2.13 The bidder shall take all the precautions to avoid any damages to the properties of the site owner or the neighbors during the event. If such damages occur, the bidder shall repair such damages or compensate the damages with immediate effect at the bidder's own cost.
- 2.2.14 The bidder shall collect the site locations, site keys, contact details of site owner/maintenance officer/other operators and but not limited to , BTS types, battery backups, MSAN Cabinet quantities from SLTMobitel as and when required.
- 2.2.15 SLTMobitel shall have the right to terminate the bidder at any given time if SLTMobitel proves that performance of such bidder is not satisfactory.
- 2.2.16 Bidder shall comply with the information security guidelines not limited disclosure of sensitive information implemented by SLTMobitel.
- 2.2.17 2.2.18 Bidder shall undertake to ensure that it's employees do not engage in any unlawful/illegal acts while performing the services and that employees, agents, sub-contractors comply with all applicable laws and regulations and shall ensure that they do not cause any annoyance, disturbances or nuisance to neighboring premises.
- 2.2.18 Bidder shall be liable for all actions and omissions of its employees committed whilst acting in the course of their employment and shall make sure no losses and/or damages suffered by SLTMobitel as a result of such actions and omissions.
- 2.2.19 Bidder shall be solely liable for all payments including all salaries, remunerations, compensations and statutory dues in respect of the employees recruited by bidder to provide Services in terms of this TENDER. Bidder shall also keep SLTMobitel indemnified against

all claims, losses, liabilities or damages arising as a result of claims made by employees or any other third Party in respect of such payments.

- 2.2.20 The successful bidder shall submit a name list of all the people who attend the field works related to the scope of this Agreement, along with the identity card numbers. If any changes to be made on the above name list, the bidder shall obtain the prior written approval for the same from SLTMobitel.
- 2.2.21 SLTMobitel will conduct random site visits to check the work quality of the bidder.
- 2.2.22 Bidder shall refrain from causing unreasonable interference to or damage to any existing SLTMobitel facilities and/or sites when performing the Services contemplated under this tender. Bidder shall in case such damaged is caused, effect repairs or new constructions at bidder's own expense.

### 2.3 Technical Requirements – Operational commitment

2.3.1 Bidder shall provide service under this tender but not limited to theft prevention, detection, investigation, recovery, insurance claiming process and halting future occurrences for SLTMobitel base station site locations situated in island wide.

2.3.2 **Prevention of theft;** Bidder shall take action to prevent theft incidents in base station sites or any other properties specify ( may change time to time) by SLTMobitel. This scope shall include not limited to;

- 2.3.2.1 Bidder shall obtain support from neighbors, site owners, caretakers, etc. base station, or any other locations specify by SLTMobitel in building good relationship.
- 2.3.2.2 Bidder shall maintain a data base of theft informers and use that to prevent possible theft incidents.
- 2.3.2.3 Bidder shall maintain a close relationship with police and other local authorities to get information and support.
- 2.3.2.4 Bidder shall conduct analysis of theft incidents in other operators to prevent potential theft at Mobitel sites.
- 2.3.2.5 Bidder shall arrange installation of surveillance systems (CCTV, door sensors, etc.), unbreakable door locks, metal guards, site security, care takers etc. for highly theft prone sites based on the requirement with no cost to Mobitel. During such new implementations, bidder shall take prior written approval from SLTMobitel. Further, these new systems shall not create any hindrance to the operations and maintenance or any damage to Mobitel equipment. Further bidder shall bear the cost of both capital and operational costs (power, transmission, etc.) of such surveillance systems.
- 2.3.2.6 Bidder shall visit respective site locations frequently to identify theft potential areas and recommend Mobitel on improvements. (but deployment of site security, installation of surveillance systems will not be done by Mobitel)

2.3.3 **Detection of theft;** Bidder shall immediately attend to theft incidents as soon as informed by SLTMobitel and make arrangements accordingly.

- 2.3.3.1 Bidder shall maintain a 24x7 help desk with a dedicated SPOC as the direct communication channel with SLTMobitel.
- 2.3.3.2 Bidder shall immediately attend any SLTMobitel location within one hour for any confirmed ongoing theft cases.



- 2.3.3.3 Bidder shall make arrangements to halt the theft incident by getting support from police, neighboring community, or any other party that the bidder has built a good relationship.
- 2.3.3.4 Bidder shall take proactive measures to detect theft incidents through their own mechanisms without limiting to the input of SLTMobitel.
- 2.3.3.5 Bidder shall establish an incident monitoring cell in a property of SLTMobitel or their own to manage post incident activities such as but not limited to coordinating with SLTMobitel, deploying response teams or any other assistance required from Regional Engineering teams.

**2.3.4 Investigation after theft incidents** to capture thieves and recover lost equipment.

- 2.3.4.1 Bidder shall cooperate with police and other regulators during a theft incident including not limited to;
- 2.3.4.2 Bidder shall conduct initial site inspection with police and lodge the formal police complaint. This should include attending the insurance claim forms (within 24 hours of the incident) on behalf of SLTMobitel without any representation of SLTMobitel staff. Physical representation of bidder's representative is mandatory.
- 2.3.4.3 Bidder shall carryout all joint inspections with police and represent SLTMobitel.
- 2.3.4.4 Bidder shall give all required formal police statements on behalf of SLTMobitel and Police report to be submit to Mobitel upon intimation the loss and submit to SLTMobitel within 7 days of the incident.
- 2.3.4.5 Bidder shall support police for the investigation.
- 2.3.4.6 Bidder shall coordinate with police on capturing of thieves.
- 2.3.4.7 Bidder shall arrange for identification and recovering of lost equipment on behalf of SLTMobitel
- 2.3.4.8 Bidder shall represent SLTMobitel on participation of court cases and coordination with respective legal authorities without introducing SLTMobitel staff.
- 2.3.4.9 SLTMobitel shall give all remote assistance, information, authorization letters, etc. this regard.
- 2.3.4.10 Bidder shall conduct a separate investigation on each theft incident and provide reports to Mobitel with preliminary data within 48 Hours and comprehensive report to SLTMobitel & Police where applicable upon completion of the investigation process.
- 2.3.4.11 Bidders shall take all possible steps to capture the thieves and recover stolen items.
- 2.3.4.12 Bidder shall facilitate police to obtain statements from all relevant parties including not limited to witnesses, care takers, site owners, other operators, contractors and sub-contractors who have accessed the sites, etc. with no cost to SLTMobitel.
- 2.3.4.13 Bidder shall use any other legal methods to drilldown and speedup the investigation such as accessing CCTVs of surrounding area, police informers, etc.
- 2.3.4.14 Bidder shall use bidder reputation and good relationship with police to drive police on prioritizing and speeding up of the police investigation.
- 2.3.4.15 Bidder shall collect respective information from SLTMobitel and provide reports that are requested by police or any other respective party, on security at sites or theft prevention and detection.

- 2.3.5 **Handling of insurance claims;** Bidder shall work with Mobitel specified insurance company, on obtaining insurance claims for the stolen or damaged equipment.
- 2.3.5.1 Bidder shall represent SLTMobitel and participate for joint inspections with insurance companies.
  - 2.3.5.2 Bidder shall make arrangement on providing police reports or any other document requested by insurance companies to be obtained from regulatory bodies.
  - 2.3.5.3 SLTMobitel shall provide cost estimations for the lost or damaged as Sum-insured as per the assert list.
  - 2.3.5.4 SLTMobitel shall compile relevant documents within 1 weeks and follow-up with the insurance company on obtaining claims.
- 2.3.6 Bidder shall participate and representation of SLTMobitel in meetings, awareness sessions, and other forums organized by police or any other regulatory party on theft prevention and detection of telecommunication towers and other properties.
- 2.3.7 Bidder at all times shall not expose any SLTMobitel staff directly or indirectly to suspects of a theft incident.
- 2.3.8 Bidder shall maintain a good relationship with police and other relevant government authorities to conduct investigations related to theft without any hindrance.
- 2.3.9 Bidder shall take all possible steps to build a good reputation on SLTMobitel and SLTMobitel staff in police and other relevant authorities.
- 2.3.10 Bidder shall follow standard processes for obtaining entry permission on accessing SLTMobitel owned sites and other operator sites shared by SLTMobitel.
- 2.3.11 Bidder shall not request to amend the established entry permission system of SLTMobitel.
- 2.3.12 Bidder shall conduct all investigations without hindering and tarnishing the good name of SLTMobitel.
- 2.3.13 Bidder shall bear all costs on transportation, meals, accommodation, etc. of bidder's staff and other parties excluding SLTMobitel staff on providing the aforementioned services.
- 2.3.14 Bidder shall bear any costs incurred to build the good relationship between any third parties such as Police , law enforcement etc....
- 2.3.15 During the investigations, bidder shall not directly request customer related information from SLTMobitel staff, which legally require customer consent or regulatory approval (court order, etc.) to share. (e.g.: personal details of contact numbers, call history, sim locations, etc.). If such information is required during an investigation, bidder shall follow the standard process to obtain such information.
- 2.3.16 Bidder shall submit proposals to the total scope of prevention of theft, detection of theft, investigation after theft incident and handling of insurance parties. Any submission with partial compliance to the main scope will not be considered.
- 2.3.17 Bidder shall share information on all existing and previous contracts with any other telecommunication operator or any other party ( Clientele) on similar scopes. Bidder shall clearly share the experience of the bidder in similar scope with relevant achievements by clear references.
- 2.3.18 Bidder shall provide island wide services as requested by SLTMobitel without limiting to specific geographic areas.
- 2.3.19 Bidder shall follow the following SLA and Non- deliverables are subjected to penalties which will be covered under the main contract of the successful bidder.

**2.4 Support and Services to be performed.**

Bidder should be agreed to the KPIs set under section 2.5.1.5 & 2.5.1.6 below.

**2.4.1 . Accountability Matrix:**

Accountability of identified events/Incidents are as given below:

#	Scope	Bidder	SLTMobitel	Remarks
1	Prevention of theft in base station sites	Responsible		Collective
2	Attending of theft incidents	Responsible	Providing required Info/stats	SLTMobitel shall only inform the theft incident and provide details of door alarms etc.
3	Interfacing with local authorities (Police, etc.)	Responsible	Providing required Info/stats	SLTMobitel shall only provide cost estimation, relevant information and documents
4	Conducting of investigation	Responsible	Providing required Info/stats	SLTMobitel shall only provide relevant information and documents
5	Handling of insurance claims	providing Police reports	Responsible	
6	Capturing of thieves and recovery of lost items	Responsible		
7	Attending court cases	Responsible		
8	Maintain logbooks and records at the site	Responsible		
9	Report generation on investigations	Responsible		

## 2.5 Service Level Agreements

### 2.5.1 Terms of Service

2.5.1.1 Provide adequate Security cover preventing theft at unmanned Mobitel Towers by deploying various other initiatives but not limited to or otherwise manned Guarding.

2.5.1.2 Payments shall not be on the base of Head count deployed by the Vendor.

2.5.1.3 Payment shall be on an agreed “Lump-sum” for countrywide cover on below KPIs, primarily based on severity of the incidents and response to those by the vendor.

2.5.1.4 Categorization of incidents shall be identified and classified them according to their likelihood of happening, severity, impact, and urgency to attend. KPI & SLAs are measured under two categories.

2.5.1.5 **SLAs for Major Incidents:** specifications: estimated loss higher than RS 100,000, Direct impact to the service delivery ( Loss of Fixed line or Mobile connectivity). Health & Security concerns to stakeholders.

SLA (Major Incidents)	Time Frame
Call acknowledgement	Immediately
Visiting location where theft incident has taken place	Within 24 Hrs from the reporting of the incident.
Preliminary Incident report	48 Hrs from the vising of the location.
Logging the Police complaint	Within 24 Hrs from the reporting of the incident.
Submission of Police report to claim Insurance.	Withing 1 week of reporting the incident.
Appearing in Courts /Legal proceedings	Incidents subjected to Court of Legal proceedings during the contractual period, vendor shall continually attend courts until finalization, irrespective of the contractual period.

2.5.1.6 **SLAs for Minor Incidents:** specifications: estimated loss less than RS 100,000, Less impact to the service delivery ( No immediate Fixed line or Mobile connectivity breakdowns). No impact on Health & Security concerns to stakeholders.

SLA (Minor Incidents)	Time Frame
Call acknowledgement	Immediately
Visiting location where theft incident has taken place	Within 48 Hrs from the reporting of the incident.
Preliminary Incident report	72 Hrs from the vising of the location.
Logging the Police complaint	Within 48 Hrs from the reporting of the incident.
Submission of Police report	Withing 1 Months of reporting the incident.
Appearing in Courts /Legal proceedings	Incident subjected to Court of Legal proceedings during the contractual period, Vendor shall continually attend courts until finalization, irrespective of the contractual period.

## 2.6 Penalties

2.6.1 Penalty statement - SLTMobitel has the rights to impose financial penalties on vendor who fail to comply with the rules and requirements it enforces. Below given the SLTMobitel determines whether to impose a financial penalty and its amount and gives greater clarity about what to expect if the SLTMobitel identifies non-compliance.

2.6.1.1 Penalties for Major Incidents –

Fail to comply ( Major incidents)		Amount
Penalties ( Maximum limit of penalty would be 20% of the monthly payment.)	Fail to submit documents	a. Forfeit Rs 2000 per incident in case if failed to submit Police report within 1 month of the incident. b. Forfeit Rs 5000 per incident in case if failed to submit Police report within 2 months ( or beyond) of the incident.
	Fail to Prevent series of theft incidents in the same area ( avoid trending)	a. First 3 incidents under contractual obligations are skipped. b. From 4 <sup>th</sup> incident ( same territorial area) either value of the theft or 20,000 which ever lower will be deducted from the monthly Bill until recovery process be completed.

2.6.1.2 Penalties for Minor Incidents

Fail to comply ( Minor incidents)		Amount
Penalties  ( Maximum limit of penalty would be 20% of the monthly payment.)	Fail to submit documents	a. Forfeit Rs 2000 per incident in case if failed to submit Police report within 1 month of the incident. b. Forfeit Rs 5000 per incident in case if failed to submit Police report within 2 months ( or beyond) of the incident.
	Fail to Prevent series of theft incidents in the same area ( avoid trending)	a. First 3 incidents under contractual obligations are skipped. b. From 4 <sup>th</sup> incident ( same territorial area) either value of the theft or 50,000 which ever lower will be deducted from the monthly Bill until recovery process be completed.

2.7 Locations of Towers & Other Properties– District wise

Exact locations will be shared with the vendor upon NDA signoff.

**Technical Contact Person**

Name	Designation	Email Address	Mobile Number	Remarks

## **Section 3**

### **Commercial Terms**

#### **3.1 Commercial Proposal**

The vendor shall make available the commercial proposal for the proposed scope along with the response to the technical TENDER and both proposals should be submitted in separate sealed envelopes. If there are, any other direct/ indirect costs should be revealed. Response to the technical TENDER and commercial proposal should be handed over to above-mentioned address.

#### **3.2 Price Format**

<b>Srl</b>	<b>Business Entity</b>	<b>Volume</b>	<b>Lump- Sum ( on Month based)</b>	<b>Lump- Sum ( for a Year)</b>	<b>Remarks</b>
1	For properties of Sri Lanka Telecom ( SLT)	Countrywide			
2	For the properties of Mobitel (Pvt) Ltd.	Countrywide			

#### **Notes:**

- 3.1 Prices are to be quoted in LKR.
- 3.2 Validity of offer - 90 days from closing date of TENDER.
- 3.3 Taxes applicable should be shown separately.
- 3.4 Payment Terms – monthly payments in arrears with 60 days credit from date of invoice submitted to finance or iSupplier portal
- 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.

### 3.3 Statement of Compliance

The 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 as below & attached as Annexure D

Process	Criteria	Sub- Element	Compliance /Weightage e	Remarks
<b>TECHNICAL EVALUATION (100%)</b>	Basic Requirements	Incorporated under the Companies Act	Mandatory	
		General conditions compliance form	Mandatory	
		Special conditions compliance form	Mandatory	
		MOD license	Mandatory	
		VAT/IRD registration certificate	Mandatory	
		Labor department clearance certificate	Mandatory	
	Service Delivery	Deliver the service based on scope of work & Service Level Agreements ( SLA)	Mandatory	
		Provision of required tools/accessories to carry out the work.	Mandatory	
		Assign a Single Point of Contact ( SPoC) and maintain a 24x7 monitoring cell.	Mandatory	
		Should in agreement to apply process improvements that SLTMobitel would introduce occasionally.	Mandatory	
		In case a proceeding prolonged, vendor should agree to continually attend courts on behalf of SLTMobitel until finalization, irrespective of the contractual period.	Mandatory	
	Employees	Provide a list of names of employees	Mandatory	
		EPF/ETF records	Mandatory	
		Organizational structure of Tenderer	Mandatory	
		Free of offences	Mandatory	
		Availability of company ID card	Mandatory	



	Performances	03 Performance certificates ( similar scope of work) of existing or past clients.	Mandatory	
		Existing or past, satisfactory service to SLT Mobitel	Mandatory	
		Cliental of past Five years	Mandatory	
	Operational Information	Availability of regional presence/maintain regional offices	Mandatory	
		Vehicles/motorcycles for supervisors/attendees	Mandatory	
		Special achievements	Mandatory	
	Financial stability	Financial Stability of the Tenderer/ based on Audited financial statements	Mandatory	
		SLTMobitel property damaged payable	Mandatory	
		Should compensate all cost for 3 <sup>rd</sup> party engagements.	Mandatory	
	Insurance	Workman Compensation Scheme/Insurance cover for the period of deployment	Mandatory	
Public Liability Insurance Policy		Mandatory		
<b>27 Mandatory compliances.</b>				

Please provide the below requested contact details in your commercial response.

**Commercial Contact Person**

<i>Name</i>	<i>Designation</i>	<i>Email Address</i>	<i>Telephone Number</i>	<i>Mobile Number</i>

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

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

**Annexure A-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 THIS .....DAY OF 2016.

Bank

Location

AUTHORIZED SIGNATORY

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**Annexure B - 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 THIS .....DAY OF 2016.

AUTHORIZED SIGNATORY

**Annexure c - NDA**

**AGREEMENT ON NON-DISCLOSURE AND RESTRICTION OF USE OF MATERIAL**

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**THIS AGREEMENT** made and entered into on this .....day of March Two Thousand and Twenty Four (2024).

**By and Between**

**CodeGen Sustainable Solutions (Private) Limited** a Company incorporated under the Companies Act, No.7 of 2007 under the Registration No. PV 69039 and, having its registered office at Bay 1-5, TRACE Expert City, Tripoli Square, Colombo 10, Sri Lanka (hereafter referred to as "**CSS**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include **CodeGen Sustainable Solutions (Private) Limited** its 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 No. 148/15, Lesley Ranagala Mawatha, Colombo 08, 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.

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

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

**AND WHEREAS** CSS is in the owner, manufacturer and supplier of home battery back-up systems carrying the name and style "Power Cell" (Products) and related support and maintenance services.

**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 the sale of Products and provision of related services by CSS to Mobitel under and in terms of RFP No. MOB/ENG/09/02/24-004 issued on 09th February 2024 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, show-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 or any intellectual property attached to any Confidential Information of 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 and other authorized personnel of the Parties and to the authorized personnel of companies which are part of its Group of companies (“Associate”) 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 any other entities and persons who are not authorized by 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. The Receiving Party shall be responsible for any breach of the Agreement by any other party to whom the Confidential Information has been exposed/ disclosed;
- 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). Notwithstanding this clause, upon notifying the Disclosing party, the Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party’s Confidential Information: (a) to the extent required by law or any applicable governmental or regulatory authority and (b) to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under this Agreement. 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 for the Receiving Party 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 and its authorized representatives 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 and intellectual property.
  - 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. The parties agree not to misuse any intellectual property rights of 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 **CODEGEN SUSTAINABLE SOLUTIONS (PRIVATE) LIMITED**

is affixed hereunto in the presence of

**Witnesses:**

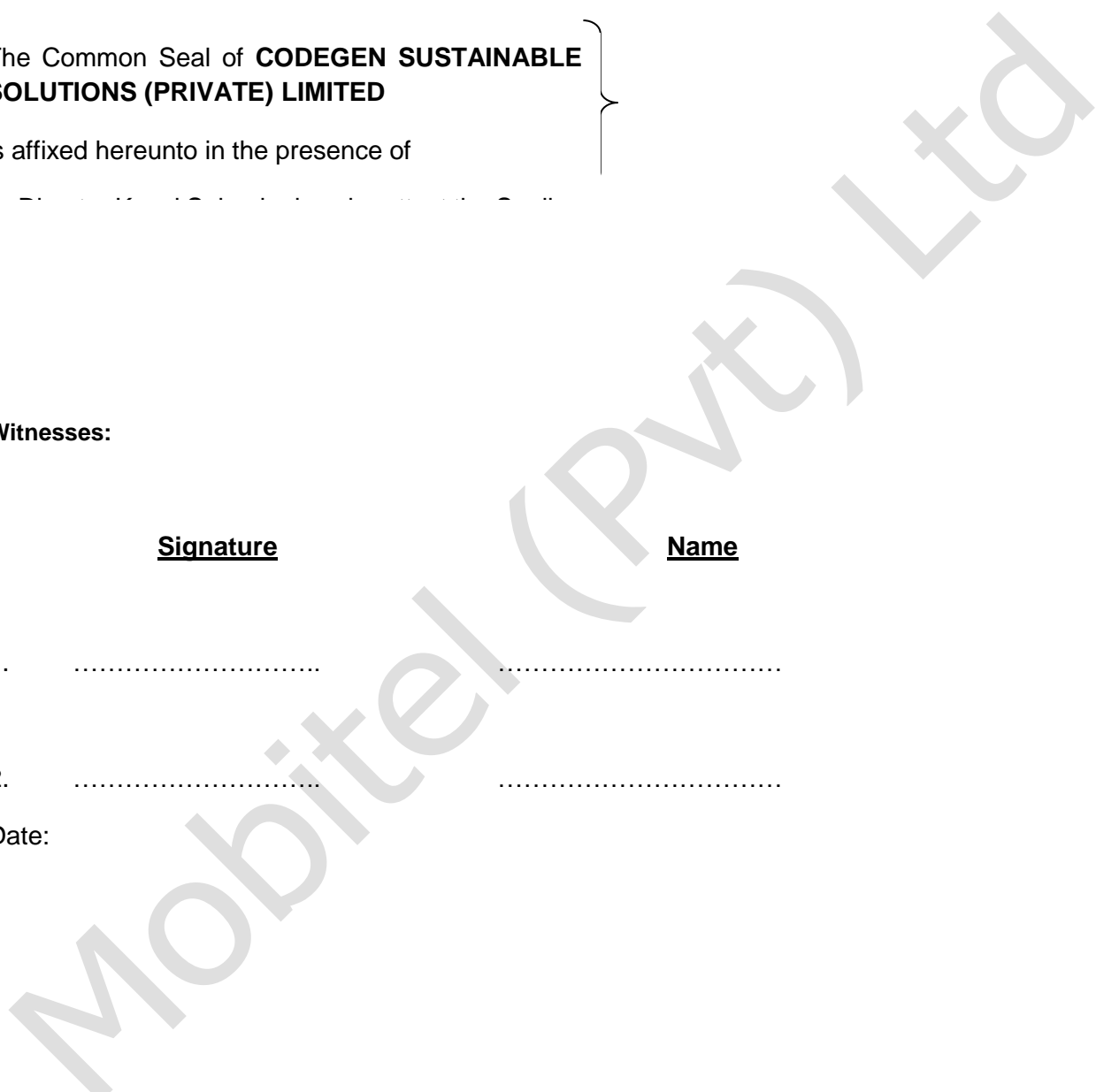
Signature

Name

1. ....

2. ....

Date:



Annexure D – Compliance sheet

Process	Criteria	Sub- Element	Compliance /Weightage	Remarks
<b>TECHNICAL EVALUATION (100%)</b>	Basic Requirements	Incorporated under the Companies Act	Mandatory	
		General conditions compliance form	Mandatory	
		Special conditions compliance form	Mandatory	
		MOD license	Mandatory	
		VAT/IRD registration certificate	Mandatory	
		Labor department clearance certificate	Mandatory	
	Service Delivery	Deliver the service based on scope of work & Service Level Agreements ( SLA)	Mandatory	
		Provision of required tools/accessories to carry out the work.	Mandatory	
		Assign a Single Point of Contact ( SPoC) and maintain a 24x7 monitoring cell.	Mandatory	
		Should in agreement to apply process improvements that SLTMobitel would introduce occasionally.	Mandatory	
		In case a proceeding prolonged, vendor should agree to continually attend courts on behalf of SLTMobitel until finalization, irrespective of the contractual period.	Mandatory	
	Employees	Provide a list of names of employees	Mandatory	
		EPF/ETF records	Mandatory	
		Organizational structure of Tenderer	Mandatory	
		Free of offences	Mandatory	
		Availability of company ID card	Mandatory	
	Performances	03 Performance certificates ( similar scope of work) of existing or past clients.	Mandatory	
		Existing or past, satisfactory service to SLT Mobitel	Mandatory	
		Cliental of past Five years	Mandatory	
	Operational Information	Availability of regional presence/maintain regional offices	Mandatory	
		Vehicles/motorcycles for supervisors/attendees	Mandatory	
Special achievements		Mandatory		

	Financial stability	Financial Stability of the Tenderer/ based on Audited financial statements	Mandatory	
		SLTMobitel property damaged payable	Mandatory	
		Should compensate all cost for 3 <sup>rd</sup> party engagements.	Mandatory	
	Insurance	Workman Compensation Scheme/Insurance cover for the period of deployment	Mandatory	
		Public Liability Insurance Policy	Mandatory	
<b>21 Mandatory compliances.</b>				

Mobitel (Pvt) Ltd