

AGREEMENT FOR REGISTRATION AS A SUPPLIER FOR SUPPLY OF GOODS AND SERVICES

This Agreement is made and entered in to on this Day of, 20.... at Colombo by and between **SRI LANKA TELECOM PLC**, bearing Registration Number: PQ7, and having its registered office at P.O. Box 503, Lotus Road, Colombo 01 (hereinafter referred to as "SLT" and which term shall mean and include the said Sri Lanka Telecom PLC, its successors and assigns) of the **ONE PART**.

And

..... bearing Registration Number:, a company duly incorporated in Sri Lanka/..... under the laws applicable to incorporation of companies and having it's registered office/principal place of business at (Hereinafter referred to as "the Company" and which term shall mean and include the said its successors and permitted assigns) of the **OTHER PART**.

WHEREAS.

- A. In the normal course of business, SLT needs to procure goods and services of different descriptions and types. In order to increase efficiency of procurement and reduce costs, SLT called for expression of interest from parties who are able to supply goods and/or services required by SLT, who will be shortlisted as suppliers from whom certain specific goods and/or services the quality of which has been agreed upon between SLT and the Company beforehand, would be procured after a competitive bidding process.
- B. The Company has represented that it has the resources, expertise and the capacity to supply SLT with goods and/or services and based on such representations, SLT has decided to include the Company as one of the potential suppliers who would be called upon to participate in a process of competitive bidding for the supply of goods and/or services.
- C. The parties have agreed to embody their mutual undertakings and obligations in this Agreement.

NOW THAT THE PARTIES WITNESSETH: -

1. Engagement and Operations

- 1.1 Depending upon the representations made by the Company, SLT will register the Company as one of the shortlisted tenderers for the supply of goods and/or services (hereinafter referred to as the "Goods") for the period stated therein (hereinafter referred to as the "Period").
- 1.2 Nothing in this Agreement shall be interpreted to mean that SLT is obliged to procure any goods and/or services from the Company. SLT may invite the Company, not on an exclusive basis, to make offers for the supply of Goods to SLT when SLT deems necessary at its sole discretion.

- 1.3 Subject to the detailed procedure published in www.slt.lk, which is applicable only for the online bidders (hereinafter referred to as the "Guidance Procedure") the following provisions shall apply for procurements to be made in terms hereof.
- 1.4 By notice to be delivered by individual communications or through publication in newspapers or in SLT corporate website (www.slt.lk) or by e-mail or any combination thereof, SLT may invite Company and other selected suppliers to make offers for the supply of Goods in a quantity to be specified subject to such further terms and conditions as may appear in such notice including but not limited to the quantity, quality, specifications, delivery schedule, acceptance criteria and acceptance schedule.
- 1.5 Upon receipt of such notice the Company shall make an offer by the electronic mode agreed to beforehand, unless otherwise specified in the notice referred to above. The Company shall, immediately bring to the notice of SLT of any problem in making an offer using the electronic method, if so specified by SLT and be guided by the alternative method provided by SLT.
- 1.6 Based on the offer made by the Company and other offers received, SLT will make the procurement decision, in the normal course of business and at its sole discretion.
- 1.7 The Company agrees and undertakes that all the notices relating to the procurement transactions envisaged herein and all the communication exchanged between the parties in the course of such transactions, whether in written form, electronic form or any other form, shall be binding upon the Company and can be relied upon by SLT to enforce the provisions of this agreement notwithstanding any lacuna in legal provisions as to the admissibility of such communication as evidence.
- 1.8 The Company further agrees to abide by any other and further terms and conditions that may appear in a website used by SLT to facilitate procurement process of SLT and in the event of a conflict to the terms and conditions hereof and in such a website, the terms and conditions hereof shall take precedence.
- 1.9 It is the obligation of the Company to seek clarifications with regard to any discrepancies, errors or omissions in the information required to make an offer in terms hereof.
- 1.10 The Company is responsible for the delivery of the Goods in the place or store designated by SLT and shall bear the risk of any damages to the Goods up to the point of acceptance by SLT at the designated stores unless otherwise specified in the notice referred to in paragraph 1.4 above.
- 1.11 Acceptance of the Goods (hereinafter referred to as "Acceptance") relating to each procurement shall occur after the relevant Goods successfully pass the quality check conducted by SLT after delivery to the SLT designated place or store unless otherwise specified in the notice referred to in paragraph 1.4 above.
- 1.12 The Goods, whether installed or not, shall immediately become and remain the property of SLT after Acceptance.

1.13 It shall be the duty of the Company to make an offer after receipt of a notice in terms of paragraph 1.4 above. In any case, if the company is unable to make an offer, it should be notified to SLT upon receipt of the invitation.

1.14 The Company shall be liable to SLT for liquidated damages in case of a failure to fulfil any of its obligations hereunder.

2. Payment

2.1 Unless otherwise specified in the notice or tender document referred to in paragraph 1.4 above, the total of the payments due to the Company on the particular procurement shall be made after Acceptance of Goods or Services by SLT.

3. Liquidated Damages

3.1 Without prejudice to the other provisions of this Agreement, in the event the Company fails to adhere to the relevant time schedule for a particular procurement, SLT shall be entitled to recover liquidated damages.

3.2 Unless otherwise specified in the notice or tender document referred to in paragraph 1.4 above, liquidated damages at the rate of 0.05% of the price of the particular procurement, per each day of delay in delivering up to a maximum of 10% of the price of the particular procurement shall be applicable. At the point of reaching the maximum amount, SLT may terminate the particular procurement and / or this agreement.

4. Taxes and other Government Levies

4.1 SLT shall not be responsible for any taxes or other levies imposed by the Government which are payable for the goods, and it is deemed that the prices quoted by the Company for each procurement is inclusive of taxes and such other levies.

5. Change Orders

5.1 SLT may at any time, but before the closing date and time of the individual procurement as specified in the notice stated in 1.4 above, by a notice given to the Company make changes (hereinafter referred to as the Change or Changes) to an individual procurement within the General Scope of the Agreement, which shall be binding on the Company. Without limitation to the generality of the foregoing, such changes may be made in the areas of specifications, delivery schedule or the place of delivery.

5.2 Upon receipt of such notification, the Company shall submit to SLT their offer considering all changes requested by SLT as above in the same manner the offer was made under paragraph 1.5 above.

6. Suspension and Termination

6.1 Notwithstanding anything to the contrary contained in this Agreement, SLT may, without prejudice to any legal right or remedy which may be available to it, suspend this Agreement without notice

to the Company or terminate this Agreement, at SLT's sole discretion, in any one of the following events.

- (a) The Company fails to perform any of its obligations hereunder or under any procurement initiated in terms hereof
 - (b) The Company fails to make an offer for a notice received in terms of paragraph 1.4 hereof
 - (c) The Company is found to be in breach of its warranties and/or representations
 - (d) The Company enters into liquidation or compounds with its creditors or suffers any similar action in consequence of debt
 - (e) The Company is ordered/ directed to cease or suspend its business by any governmental authority or a regulatory body
 - (f) There is internal disagreement between the partners or shareholders of the Company to an extent that services offered by the Company are adversely affected
 - (g) The Company's agreement with any other person or body of persons, which is a pre-requisite for the performances under this agreement, is terminated
- 6.2 Upon suspension, SLT shall have the right to require the Company to complete all pending procurements initiated prior to such suspension or to suspend the pending procurements without further liability to SLT.
- 6.3 SLT also shall have the right to cancel any individual procurement in the event the Company fails to perform according to the terms and conditions applicable to the particular procurement.
- 6.4 The Company shall have no claim for damages, consequential or otherwise or any other claim whatsoever against SLT as a result of its suspension in terms of this paragraph.

7. Confidentiality

The provisions of the Non-Disclosure Agreement (NDA) signed between the parties shall govern the confidentiality terms of this Agreement and the said NDA shall form a part of this Agreement.

8. Intellectual Property Rights

- 8.1 The Company warrants that all the Goods that would be supplied or required to be supplied by the Company pursuant to this Agreement do not, alone or in combination with any others, infringe any patent or other intellectual property rights and the Company shall defend and indemnify and hold indemnified SLT completely harmless at all times from all damages, costs and expenses of the alleged infringement of any patent or other intellectual property rights, which by final judgement, or settlement or by order or court may be assessed or imposed against SLT on account of such infringement.

8.2 The Company shall defend SLT at its own cost in any or all such suits or proceedings. If the Goods or any part or item thereof is held to constitute an infringement in such action, the Company at its own expense will have the choice of taking one or more of the following courses of action with the consent of SLT, which shall not be withheld unreasonably.

- (1) Replace the item with a non-infringing item.
- (2) Procure for SLT the right to continue to use such Goods or item.
- (3) Modify the Goods or any item thereof so that the Goods or that particular item shall cease to constitute an infringement of any such rights

9. Amendments

Any amendment to this Agreement shall be only in writing and signed by the authorized signatories of both parties.

10. Assignment

Company shall not assign or subcontract, in whole or in part, this Agreement or any of the obligations under this Agreement or any offer accepted by SLT in terms hereof, without SLT's prior written consent.

11. Force Majeure

- 11.1 Either Party shall not have any liability whatsoever for any delay or failure in performance of the other party obligations resulting from acts beyond the control of each party, including without limitation, acts of God, acts or regulations of any governmental or supra-national authority, war, terrorist activities or national emergency, accident, riot, civil commotion, explosions, strikes, Lockouts, industrial disputes (whether or not involving each party's employees) or epidemics.
- 11.2 If a Force Majeure situation arises, the party affected by such Force Majeure event shall promptly notify the other party in writing of such condition and the cause thereof. Unless otherwise agreed by the other party in writing, the party affected by the Force Majeure event shall continue to perform its obligations under this Agreement as far as is reasonable and practical and shall seek all reasonable alternative means for performance.

12. Governing Language

All correspondence and other documents pertaining to this Agreement which are exchanged by the parties shall be written in the English language or if written in a language other than English, shall be accompanied by an English translation which shall be used for the purpose of interpretation.

13. Applicable Law

The Agreement shall be interpreted in accordance with the laws of Sri Lanka.

14. Notices

14.1 Any notice, communication relating to procurement in response to a notice sent under paragraph 1.4 above shall be in the manner as specified in paragraph 1.5 above.

For SLT:	For the Company:
Supply Chain Management Division
09th Floor, SLT/HQ - A Building
Sri Lanka Telecom PLC,
Lotus Road,
Colombo 01.

e-mail: e_proc@slt.com.lk
Facsimile: 94-11-2434444

e-mail:
Facsimile:

14.2 Changes to the above information should be notified to SLT by the Company immediately upon such occurrence, by e- -mail or fax. SLT shall not be liable for any miscommunication of tender information, if the changes have not been duly notified by the Company and SLT has acknowledged the same.

14.3 Any notice, communication or intimation other than the above, shall be in writing sent by hand, registered post, or courier to the above addresses.

15. Warranty

15.1 The Company warrant to SLT that the Goods supplied under this Agreement are new, comply strictly with the relevant specifications, free from all defects, merchantable, of the most suitable grade, and fit for their intended purposes.

15.2 Unless otherwise specified in the notice or tender documents referred to in paragraph 1.4 hereof each of the Goods if supplied by the Company, shall be subject to the Warranty period of One (01) year (hereinafter referred to as the “Warranty Period”) from the date of Acceptance. Any defective item or part repaired or replaced during the Warranty Period shall itself be subjected to the original Warranty Period.

15.3 The Company shall perform any repair at its own cost required to restore the Goods to the required standard if Goods or any part thereof fails to meet such requirements at any time during the Warranty Period. The Company shall make every reasonable effort to minimize the period of time that the Goods are out of service for repairs.

16. Long Term Support and Spare Parts

- 16.1 The Company shall undertake to supply, under reasonable technical and commercial conditions, during the lifetime of the Goods supplied to SLT any spare part or any replacement equipment, which is characteristically equal or equivalent to those of the equipment to be replaced and any relevant training courses which may be necessary for the maintenance of Goods/Equipment.
- 16.2 The Company shall ensure that there is a sufficient stock of spare parts for the Good supplied to SLT during its design life. The applicable prices for such replacement items after the Warranty period will be either the prevailing market prices or those derived from the price escalation formula to be provided by the Company, whichever is the lower.

17. Anti-bribery and Anti-corruption

- 17.1 The Company directly or indirectly shall have not and will not offer or give or agree to give, pay, offer, promise, authorize to give, to (i) any director, employee or representative of SLT or (ii) any public officer, a scheduled institution or public international organization under the Anti-Corruption Act of 09 of 2023 (iii) any employee or agent of any government, (iv) any employee or agent of a government-owned or government-controlled business, (v) any political party, political party official or candidate for political office, and (vi) any employee or agent of a (vi) any party connected to the Contract (collectively ‘Person’) any payment, anything of value, gift, bribe, any trade commission, rebate, gratification, financial or non-financial advantage, right or consideration of any kind as an inducement or reward for doing, influencing or carrying out any act in relation to the Company for the purpose of influencing any act or decision of such Person, for showing any favor or disfavor to any Person or Persons in relation to the Company or any commission or omission resulting in bribery and/or corruption. Any such act by the Company (or any third party acting on their behalf) amount to a breach of this Agreement. The Company shall cause any third party acting on their behalf to comply with these provisions.
- 17.2 The Company shall on SLT’s demand indemnify and hold harmless SLT, including its directors and employees, against any and all claims, losses, damages, or expenses arising out of or related to any breach of this obligations. The Company shall comply with all applicable laws and regulations in Sri Lanka including but not limited to Anti-Corruption Act of 09 of 2023 , Companies Act No.07 of 2007, and Prevention of Money Laundering Act as amended by Act No.40 of 2011 of Sri Lanka, Financial Transaction Reporting Act No.06 of 2006 and guidelines to be read with the same, pertaining to Corporate management and good governance, to avoid Fraud, Bribery and Corruption.

IN WITNESS WHEREOF **K.A.J. Nishantha and S. S. Jayawardane, the General Manager, Supply Chain Management and The Deputy General Manager/Supply Chain Management of Sri Lanka Telecom PLC** have placed their signatures as the authorized officers of the said Sri Lanka Telecom PLC and and the authorized signatory(ies) of said has placed his/their signature hereto and to one other of the same date and tenor as these presents at the place and on the date herein before mentioned.

The Signatures of **K.A.J.Nishantha**, The General Manager of Sri Lanka Telecom PLC and **S. S. Jayawardane**, Deputy **General Manager** Supply Chain Management, respectively Of Sri Lanka Telecom PLC, the authorized Signatories of the said Sri Lanka Telecom PLC were placed hereto.

General Manager - Supply Chain Management

Deputy General Manager - Supply Chain Management

WITNESSES:

1. _____
Name:
Service No:

2. _____
Name:
Service No:

The Signature(s) of and,
the authorized signatory(ies) of the said.
was placed hereto in Colombo.

Authorized Signatory

Authorized Signatory

WITNESSES:

1. _____
Name:
NIC No:

2. _____
Name:
NIC No: