

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

This Agreement is made and entered in to on this Day of, 2015 at Colombo by and between **SRI LANKA TELECOM PLC**, bearing Registration Number : PQ7, a company duly incorporated under the Conversion of Public Corporations and Government Owned Business Undertakings Into Public Companies Act No. 23 of 1987 and by order published in the Gazette (Extraordinary) No 942/7 dated 25th September 1996 and the Companies Act No 07 of 2007 of Sri Lanka 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
- B. In order to increase efficiency of procurement and reduce costs, SLT called for expressions of interest from parties who are able to supply some of the goods and/or services required by SLT, who will be the 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
- C. The Company has represented that it has the resources, expertise and the capacity to supply SLT with certain 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 certain goods and/or services.
- D. 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 it's 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 specified items 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 so made by the Company and other offers received, SLT will make the procurement decision, in the normal course of business and at it's 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 perform 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 following payment terms shall apply for any procurement made in terms of this agreement.
- 2.2 The total of the payments due to the Company on the particular procurement shall be made after Acceptance of Goods or Services by SLT.
- 2.3 SLT shall have the right to set off amounts due to the Company from SLT against any amounts due to SLT from the Company.

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 by SLT of such change, the Company shall submit to SLT, in the same manner the offer was made under paragraph 1.5 above, their offer considering all changes requested by SLT under paragraph 5.1 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 the operation of 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 the 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 effected
 - (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 suspension in terms of this paragraph.

7. Confidentiality

- 7.1 The Company agrees and undertakes that all information disclosed by SLT for the purposes of this Agreement or under any particular procurement initiated hereunder (hereinafter referred to as INFORMATION), shall remain SLT's property and shall, for a period of six (6) years from the date of disclosure, be held in confidence and shall only be used for and to the extent needed for the purposes envisaged hereunder.
- 7.2 The Company shall restrict the disclosure of INFORMATION only to its employees (and employees of its affiliated companies) who has a need to know, only upon advising such employees of the obligations assumed herein.
- 7.3 The Company shall not disclose INFORMATION to any third party without prior written approval of SLT other than those information;
- i. Which the Company can demonstrate by documentation as independently developed by it or its affiliated company or lawfully received free of restriction from another source having the right to so furnish such INFORMATION; or
 - ii. Which has become generally known or available to the public without breach of this Agreement by the Company or its affiliated company; or
 - iii. Which is required to be produced pursuant to an order issued by a court or regulatory body or by requirements of corporate governance.

7.4 Nothing in this agreement shall be interpreted or construed to mean that SLT has granted a license to the Company, for any of its trademark, patent, copyright, mask work protection right or any other intellectual property rights. The Company shall not represent, advertise or publish the fact that SLT has entered in to an agreement of this nature with the Company.

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.

Provided that SLT;

- (a) Shall not use the Goods in a manner specifically prohibited by the Company.
- (b) Shall give the Company immediate written notice of all claims of such infringements and suits and full opportunity and authority to assume the sole defence of, and to settle such suits but without imposing a liability on SLT;
- (c) Shall furnish to the Company, on request, all information and assistance reasonably available to SLT for any such defence however at no cost to SLT; and
- (d) Shall abstain from making any admission to claimants regarding the claims except to register an appearance to avoid prejudice being caused to SLT.

8.2 The Company shall defend SLT at its own cost 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

- 9.1 Any amendment to this agreement shall be only in writing and signed by the authorised signatories of both parties.

10. Assignment

- 10.1 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 Subject to clause 11.3 herein if either party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party that it is unable to perform by reason of such event shall be suspended for as long as the force majeure condition exist.
- 11.2 The term "Force Majeure" as employed herein, shall include but not be limited to acts of God, strikes, lock-outs or other industrial disturbances, acts of the enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other events not within control of either party and which by the exercise of due diligence neither party is able to overcome.
- 11.3 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

- 12.1 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

13.1 The Agreement shall be interpreted in accordance with the laws of the Democratic Socialist Republic 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. In the event such notice is to be sent by e-mail or facsimiles, such notice shall deem to have been received by the addressee 4 hours after successful transmission within business hours.

For SLT:

Procurement Division
02nd Floor, CTO Building
Sri Lanka Telecom PLC,
Lotus Road,
Colombo 01.

e-mail: e_proc@slt.com.lk

Facsimile: 94-11-2452054

For the Company:

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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 facsimiles. 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.

14.4 Any notice shall deem to have been received by the addressee, two (2) business days after sending if sent by registered post, one (1) business day after sending if sent by hand or courier and four (4) business hours after successful transmission, if sent by facsimile or e-mail.

15. Warranty

15.1 The Company hereby warrant to SLT that the Goods supplied under this Agreement are new, will comply strictly with the relevant specifications, are 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 Goods to the required standard if Goods or any part thereof fails to meet such requirements at any time during the Warranty Period.
- 15.4 The Company shall make every reasonable effort to minimise the period of time that 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 Goods supplied to SLT during its design life.
- 16.3 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. Transfer of Title

- 17.1 Goods/Equipment, whether installed or not, shall immediately, in consideration of payment of the first instalment to the Company by SLT, become and remain the property of the SLT provided always that the Company shall have a particular possessory lien on Goods to the extent the value thereof exceeds the total value of the instalment payment made by SLT to the Contractor.

IN WITNESS WHEREOF **M.M.P. Perera** and **G.I. Samaratunga**, the Chief Administrative Officer and Deputy Chief Administrative Officer respectively 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 **M.M.P. Perera**, the Chief Administrative Officer of Sri Lanka Telecom PLC and **G.I. Samaratunga**, Deputy Chief Administrative Officer respectively of Sri Lanka Telecom PLC, the authorized signatories of the said Sri Lanka Telecom PLC were placed hereto.

Chief Administrative Officer

Deputy Chief Administrative Officer

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: