SRI LANKA STATE TRADING (GENERAL) CORPORATION LTD.

FOREIGN SUPPLIER REGISTRATION – OPEN FRAMEWORK AGREEMENT

(PERIOD: 2027–2029)

This AGREEMENT is made and entered into at Colombo, in the Democratic Socialist Republic of Sri Lanka, on this ……., by and between:

SRI LANKA STATE TRADING (GENERAL) CORPORATION LIMITED, a Government Corporation established under the Sri Lanka State Trading Corporation Act No. 33 of 1970 and duly registered under the Companies Act No. 07 of 2007, bearing Company Registration No. PB 863 and having its registered office at No. 100, Nawam Mawatha, Colombo 02, Sri Lanka (hereinafter referred to as "STC", which expression shall, where the context so admits, include its successors and permitted assigns);

AND

……, a company/business duly incorporated or established under the laws of **……..**, bearing Registration/Business Licence No. **……..**, and having its registered office/business address at **…….**
(hereinafter referred to as the "Supplier", which expression shall, where the context so admits, include its successors and permitted assigns).

The Foreign Supplier Registration Form submitted by the Supplier, together with this Basic Agreement, shall form the basis for registration of the Supplier in the STC Supplier Database.

---

1. PURPOSE OF REGISTRATION

The purpose of this Agreement is to establish the basic terms and conditions applicable to foreign suppliers seeking registration with STC for the supply of goods, services, equipment, machinery, materials and other requirements from time to time.

Registration with STC shall enable the Supplier to be considered for future procurement opportunities, subject to the applicable procurement procedures, requirements, approvals and decisions of STC.

Registration shall not constitute a commitment or guarantee by STC to purchase any quantity, value or category of goods or services from the Supplier.

2. SUPPLIER INFORMATION AND DOCUMENTS

The Supplier shall provide accurate, complete and up-to-date information in the Foreign Supplier Registration Form and submit all documents requested by STC.

The Supplier shall provide, where applicable, the following information and documents:

- Certificate of Incorporation or Business Registration Certificate;
- Company Registration Number and Country of Incorporation;
- Registered Office and Business Address;
- Details of Directors, Partners or Authorized Representatives;
- Company Profile and Business Activities;
- Details of Manufacturer, Exporter, Importer or Authorized Distributor status;
- Relevant Export and Import Licences and Authorizations;
- Product Catalogues, Technical Specifications and Certifications;
- Tax Registration Details in the country of incorporation, where applicable;
- International Bank Account Details and Bank Confirmation;
- Relevant Quality Assurance Certificates and Standards;
- Details of Previous International Business Experience and References; and
- Any other documents required by STC.

The Supplier shall immediately notify STC of any material change to:

- Company/business name or ownership;
- Country of incorporation or legal status;
- Registered address or contact details;
- Bank details;
- Business registration or export licences;
- Tax registration details;
- Authorizations, licences or certificates;
- Product/manufacturer/distributorship status;
- Financial standing; and
- Any other information relevant to its registration.

STC may verify the information and documents submitted by the Supplier through appropriate sources.

The Supplier acknowledges that providing false, misleading, incomplete or materially inaccurate information may result in rejection, suspension or cancellation of registration and may affect the Supplier's eligibility for future business with STC.

3. ELIGIBILITY AND REGISTRATION

Supplier registration shall be subject to STC's evaluation and approval procedures.

STC may consider, among other matters:

- Business experience and international trading capability;
- Product range and technical capacity;
- Financial and commercial capacity;
- Manufacturing/exporting/distribution arrangements;
- Past performance and international trade references;
- Quality standards and certifications;
- International shipping and delivery capability;
- After-sales service and warranty arrangements;
- Market reputation; and
- Compliance with applicable laws and regulations of the country of incorporation and Sri Lanka.

STC reserves the right to request additional information, product samples, certificates, references or other documents whenever considered necessary.

Registration may be approved for specific categories of goods or services and may be reviewed periodically.

4. QUOTATIONS, ORDERS AND PROCUREMENT

Supplier registration does not itself constitute an order, contract or award.

Where STC requires goods or services from a registered Foreign Supplier, the Supplier may be invited to submit quotations, bids, proposals or other commercial offers in accordance with the applicable procurement procedure.

The Supplier shall submit its offers within the stipulated period and strictly comply with the specifications, quantities, delivery requirements and other conditions specified by STC.

All quotations shall clearly indicate:

- Unit price and total price;
- Currency of quotation;
- Country of Origin;
- Manufacturer and brand details, where applicable;
- Delivery period;
- Shipping and freight charges;
- Insurance charges, where applicable;
- Applicable Incoterms and named place of delivery;
- Payment terms;
- Warranty conditions; and
- Validity period of the quotation.

Any purchase shall be made only through an authorized Purchase Order, Letter of Award, Agreement or other written authorization issued by STC.

The Supplier shall not commence supply or incur expenditure on behalf of STC without proper written authorization.

5. PRICE, CURRENCY, TAXES AND COMMERCIAL TERMS

The Supplier shall provide competitive and commercially reasonable prices in the currency specified by STC or mutually agreed between the parties.

All quotations shall clearly identify the applicable currency, including USD, EUR, GBP or any other internationally accepted currency agreed by STC.

The Supplier shall clearly indicate all applicable taxes, export duties, customs-related charges, freight charges, insurance costs, discounts and other relevant costs.

The applicable delivery terms shall be specified in the relevant quotation and Purchase Order in accordance with the agreed Incoterms® 2020 rules published by the International Chamber of Commerce (ICC), or any other version expressly agreed by the parties.

Unless otherwise specified by STC, quoted prices shall remain valid for the period stated in the quotation.

The Supplier shall inform STC immediately of any material change affecting the price, currency, availability or supply conditions of the offered goods or services.

STC reserves the right to compare supplier prices with prevailing international and local market prices and other available sources before placing an order.

6. QUALITY AND SPECIFICATIONS

The Supplier shall ensure that all goods supplied to STC:

- Conform strictly to the approved specifications;
- Are new, unused and fit for the intended purpose, unless otherwise agreed;
- Meet applicable Sri Lankan standards and relevant international quality standards;
- Comply with applicable import regulations and product registration requirements in Sri Lanka;
- Are properly packed, labelled and protected against damage during international transportation;
- Are free from manufacturing defects; and
- Are accompanied by required certificates, manuals, warranties and other relevant documents.

Where branded or specified products are required, the Supplier shall supply the exact approved brand, model and specification unless STC has provided prior written approval for an alternative.

STC may inspect or arrange testing of goods before shipment, during shipment where practicable, or after delivery.

If any goods are found to be defective, damaged, substandard, short supplied or not in accordance with the agreed specifications, STC may require replacement, rectification or other appropriate remedy at the Supplier's cost, subject to the relevant Purchase Order or Agreement.

7. COUNTRY OF ORIGIN AND EXPORT DOCUMENTATION

The Supplier shall provide accurate information regarding the country of origin and manufacturing details of all goods supplied to STC.

The Supplier shall provide the following documents, where applicable and as required by STC:

- Commercial Invoice;
- Packing List;
- Bill of Lading or Air Waybill;
- Certificate of Origin;

- Insurance Certificate;
- Inspection Certificate;
- Quality and Conformity Certificates;
- Manufacturer's Warranty Certificate;
- Export Licence or Permit, where required;
- Technical Specifications and Product Manuals; and
- Any other documents required for customs clearance and importation into Sri Lanka.

All shipping and export documents shall contain accurate information regarding the description, quantity, value, weight, country of origin and other relevant details of the goods.

The Supplier shall ensure that the required shipping documents are forwarded to STC within the agreed period to facilitate customs clearance and other import procedures in Sri Lanka.

8. DELIVERY, SHIPPING AND PERFORMANCE

The Supplier shall deliver goods or perform services within the period and under the delivery conditions specified in the relevant Purchase Order or Agreement.

International delivery arrangements shall be determined according to the agreed Incoterms and shall clearly identify the responsibilities of the Supplier and STC regarding transportation, freight, insurance, export clearance, import clearance and delivery.

The Supplier shall ensure that goods are properly packed, marked and prepared for international transportation to prevent loss or damage during transit.

The Supplier shall immediately inform STC in writing of any circumstance that may affect the agreed shipment or delivery date.

Delay by a Supplier may result in applicable contractual remedies, including rejection of goods, recovery of additional costs, liquidated damages where expressly applicable, cancellation of the order and/or suspension of the Supplier's registration.

Where delay is caused by circumstances beyond the reasonable control of the Supplier, STC may consider the matter based on the relevant contractual conditions and supporting evidence.

9. IMPORT CLEARANCE AND CUSTOMS REQUIREMENTS

The parties shall comply with the applicable customs, import, export and regulatory requirements of their respective countries.

The Supplier shall provide all necessary export documentation and accurate shipment information required for the importation and customs clearance of goods into Sri Lanka.

Responsibility for import duties, customs duties, taxes, levies, clearance charges and other import-related expenses shall be determined in accordance with the agreed Incoterms and the relevant Purchase Order or Agreement.

The Supplier shall ensure that the supplied goods comply with the applicable import restrictions, product standards, permits and regulatory requirements of Sri Lanka, to the extent applicable to the Supplier's obligations.

10. WARRANTY AND AFTER-SALES SERVICE

The Supplier shall provide the warranty and after-sales service specified in its quotation, Purchase Order or Agreement.

The Supplier shall promptly attend to warranty claims, defects, breakdowns, replacements, repairs and technical support within the period specified by STC.

Where applicable, warranty obligations shall remain valid notwithstanding the completion of delivery or payment.

The Supplier shall maintain adequate arrangements for spare parts, technical support and after-sales service where such requirements apply to the supplied goods.

Where replacement parts or goods are required, the Supplier shall arrange shipment and delivery in accordance with the agreed contractual conditions.

11. PAYMENT AND INTERNATIONAL BANKING ARRANGEMENTS

Payment shall be made by STC in accordance with the terms specified in the relevant Purchase Order, Letter of Award or Agreement, subject to satisfactory delivery/performance and submission of the required supporting documents.

Payments may be made through internationally accepted banking channels, including Telegraphic Transfer (TT), Letter of Credit (LC) or any other payment method mutually agreed by STC and the Supplier.

The applicable payment currency, banking charges, transfer fees and other financial arrangements shall be specified in the relevant Purchase Order or Agreement.

The Supplier shall provide accurate international bank account details, including:

- Beneficiary Name;
- Bank Name;
- Bank Address;
- Account Number or IBAN, where applicable;
- SWIFT/BIC Code;

- Intermediary Bank Details, where applicable; and
- Any other information required for international remittance.

The Supplier shall submit accurate invoices together with shipping documents, delivery notes, tax documents where applicable, warranty documents, certificates and other documents required by STC.

STC shall not be responsible for delays in payment arising from incomplete, inaccurate or defective documentation submitted by the Supplier or from banking and regulatory procedures beyond STC's reasonable control.

Any applicable withholding taxes or other statutory deductions shall be handled in accordance with the applicable laws of Sri Lanka and the relevant contractual arrangements.

12. ETHICAL BUSINESS CONDUCT AND COMPLIANCE

The Supplier shall comply with all applicable laws, regulations, government requirements and international trade regulations relevant to its business and supplies to STC.

The Supplier shall not offer, provide or promise any improper payment, gift, commission, benefit or other inducement to any employee, officer or representative of STC in connection with registration, quotations, procurement, orders or payments.

The Supplier shall immediately disclose any actual or potential conflict of interest involving the Supplier and any STC employee or official.

The Supplier shall comply with applicable export control requirements, trade restrictions, sanctions and other legal obligations relevant to the supply and transportation of goods to Sri Lanka.

STC may take appropriate action, including suspension or cancellation of registration, where there is evidence of fraud, corruption, collusion, misrepresentation, conflict of interest or other serious misconduct.

13. CONFIDENTIALITY

The Supplier shall maintain confidentiality regarding commercial, technical, financial and other information received from STC which is identified or reasonably understood to be confidential.

Such information shall not be disclosed to any third party or used for purposes other than performing obligations relating to STC without prior written authorization, except where disclosure is required by law or by a competent authority.

14. SUB-CONTRACTING AND ASSIGNMENT

The Supplier shall not assign or transfer its obligations under any Purchase Order or Agreement issued by STC without the prior written approval of STC.

Where sub-contracting is permitted, the Supplier shall remain fully responsible for the quality, performance, delivery and conduct of its sub-contractors.

STC may require details of proposed manufacturers, exporters, shipping agents, distributors or sub-contractors where relevant to the supply or service.

15. SUSPENSION OR CANCELLATION OF REGISTRATION

STC may suspend or cancel the Supplier's registration where:

- False or misleading information has been submitted;
- The Supplier repeatedly fails to meet delivery requirements;
- Goods or services repeatedly fail to meet required standards;
- The Supplier engages in unethical, fraudulent or unlawful conduct;
- The Supplier becomes insolvent or ceases business operations;
- Required business registrations, export licences or authorizations are no longer valid;
- The Supplier fails to update material information;
- The Supplier has persistently unsatisfactory performance; or
- Any other circumstances arise which, in the reasonable opinion of STC, warrant suspension or cancellation.

The Supplier may also request cancellation of its registration by giving written notice to STC.

Cancellation of registration shall not affect any obligations or liabilities arising from previous orders, contracts or agreements.

16. SUPPLIER PERFORMANCE EVALUATION

STC may periodically evaluate registered Foreign Suppliers based on criteria including:

Quality | Price Competitiveness | International Delivery | Responsiveness | Warranty/After-Sales Service | Compliance | Documentation | Overall Performance

The results of such evaluations may be considered when determining future invitations, procurement opportunities and continuation of supplier registration.

17. DATA AND RECORDS

The Supplier authorizes STC to maintain and use the information and documents provided in the Foreign Supplier Registration Form for supplier registration, procurement, evaluation, payment, audit and related administrative purposes, subject to applicable laws and government requirements.

The Supplier shall retain relevant records relating to transactions with STC for the period required by applicable laws, regulations and STC requirements.

18. NO GUARANTEE OF BUSINESS

The Supplier acknowledges that registration with STC:

1. Does not create any right to receive orders from STC;
2. Does not guarantee any minimum purchase value or quantity;
3. Does not prevent STC from obtaining goods or services from other suppliers; and
4. Does not create an employer, agency, partnership or joint venture relationship between STC and the Supplier.

19. FORCE MAJEURE

Neither party shall be held responsible for failure or delay in performing its obligations under a specific Purchase Order or Agreement where such failure or delay is caused by circumstances beyond its reasonable control, including natural disasters, war, civil unrest, epidemics, pandemics, government restrictions, port closures, trade embargoes or other similar events.

The affected party shall promptly notify the other party in writing of the occurrence and expected duration of such circumstances and shall take reasonable steps to minimize the impact.

The treatment of such circumstances, including any extension of delivery periods or termination rights, shall be determined in accordance with the relevant Purchase Order or Agreement.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

The parties shall make reasonable efforts to resolve amicably any dispute arising in connection with this Agreement or a specific procurement transaction.

Any dispute arising in connection with a specific procurement shall be dealt with in accordance with the terms and conditions of the relevant Purchase Order, Agreement, tender or other contractual document.

Unless otherwise agreed in writing, the parties submit to the jurisdiction of the competent courts of Sri Lanka.

21. DECLARATION BY THE FOREIGN SUPPLIER

We hereby confirm that the information and documents submitted with the Foreign Supplier Registration Form are true, accurate and complete to the best of our knowledge.

We confirm that our company/business is duly incorporated or legally established in the country stated in the registration documents and that we are authorized to conduct the business activities relevant to the goods and services offered to STC.

We have read and understood this Basic Agreement and agree to comply with its terms and conditions, together with the specific terms and conditions applicable to any future quotation, tender, Purchase Order, Agreement or other transaction with STC.

We further acknowledge that STC reserves the right to verify the information provided and to suspend or cancel our supplier registration in accordance with this Agreement and applicable STC procedures.

FOR AND ON BEHALF OF

SRI LANKA STATE TRADING (GENERAL) CORPORATION LIMITED

Name: .....

Designation: .....

Signature: .....

Date: .....

Official Seal:

FOR AND ON BEHALF OF

……..

Company Name: .....

Country of Incorporation: .....

Name of Authorized Signatory: .....

Designation: .....

Passport/National ID No. (where applicable): .....

Signature: .....

Date: .....

Company Seal (if applicable):

WITNESSES

1. WITNESS

Name: .....

Designation: .....

Passport/National ID No.: .....

Address: .....

Signature: .....

Date: .....

2. WITNESS

Name: .....

Designation: .....

Passport/National ID No.: .....

Address: .....

Signature: .....

Date: .....