SRI LANKA STATE TRADING (GENERAL) CORPORATION LTD.

SUPPLIER REGISTRATION – OPEN FRAMEWORK AGREEMENT

(PERIOD: 2027 – 2029)

This AGREEMENT, made and entered into at Colombo in the 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 and holding company registration number PB 863 and having its 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

…….., having its registered office/business address at ……..., hereinafter referred to as the ……..

The 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.

---

2. PURPOSE OF REGISTRATION

The purpose of this Agreement is to establish the basic terms and conditions applicable to 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.

---

3. SUPPLIER INFORMATION AND DOCUMENTS

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

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

- Company/business name or ownership;
- Registered address or contact details;
- Bank details;
- Business registration;
- Tax/VAT registration;
- Authorizations, licences or certificates;
- Product/manufacturer/distributorship status;
- Legal status or 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.

---

4. ELIGIBILITY AND REGISTRATION

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

STC may consider, among other matters:

- Business experience and capability;
- Product range and technical capacity;
- Financial and commercial capacity;
- Manufacturing/importing/distribution arrangements;
- Past performance;
- Quality standards and certifications;
- Delivery capability;
- After-sales service and warranty arrangements;
- Market reputation; and
- Compliance with applicable laws and regulations.

STC reserves the right to request additional information, 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.

---

5. QUOTATIONS, ORDERS AND PROCUREMENT

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

Where STC requires goods or services from a registered 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.

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.

---

6. PRICE, TAXES AND COMMERCIAL TERMS

The Supplier shall provide competitive and commercially reasonable prices and shall clearly indicate all applicable taxes, duties, charges, discounts, delivery charges, warranty provisions and other relevant costs in its quotations.

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, availability or supply conditions of the offered goods or services.

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

---

7. 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 regulatory requirements;
- Are properly packed, labelled and protected against damage;
- 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 test goods before 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.

---

8. DELIVERY AND PERFORMANCE

The Supplier shall deliver goods or perform services within the period specified in the Purchase Order or Agreement.

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

Delay by a Supplier may result in applicable contractual remedies, including rejection of goods, recovery of additional costs, liquidated damages where 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. 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.

---

10. PAYMENT

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.

The Supplier shall submit accurate invoices together with delivery notes, tax invoices, 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.

---

11. ETHICAL BUSINESS CONDUCT AND COMPLIANCE

The Supplier shall comply with all applicable laws, regulations, government requirements and standards 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.

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.

---

12. 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.

---

13. 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 sub-contractors where relevant to the supply or service.

---

14. 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 licences or registrations 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.

---

15. SUPPLIER PERFORMANCE EVALUATION

STC may periodically evaluate registered Suppliers based on criteria including:

Quality | Price Competitiveness | 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.

---

16. DATA AND RECORDS

The Supplier authorizes STC to maintain and use the information and documents provided in the 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.

---

17. 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.

---

18. GOVERNING LAW

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

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.

---

19. DECLARATION BY THE SUPPLIER

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

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:

For and on behalf of

NAME OF SUPPLIER…….

Name:

Designation:

Signature:

Date:

WITNESSES :

1. Name :

   NIC No.:

   Signature

2. Name :

   NIC No.:

   Signature: