

Pan Asia Banking Corporation PLC

Vendor Registration Form – Information Technology Products and Services

Instructions for filling the Registration Form

Please carefully read and understand following Instructions along with “**Terms and Conditions**” section, “PABC **Vendor Registration Process – Questions and Answers (Q & As)**” before you start to fill the Form:

- All requested information in the Registration Form is mandatory to be filled by the vendor.
- If any information requested is not applicable, indicated “N/A”.
- Please feel free to attach any other information not requested in the Registration Form which you wish to disclose (Eg: Awards, Certifications, newspaper articles etc). This additional information should be relevant, accurate, and up-to-date and will only support to add extra value to our ongoing business.
- Attachment of all required enclosures and filling up the list of enclosures to be ensured.
- All sheets of the Registration Form may please be certified as true copy by the authorized signatory.
- Duly filled and the signed declaration of the Registration Form along with attachments to be scanned and sent as soft copies to Pan Asia Banking Corporation PLC (PABC) Administration Department via e-mail.
- Expeditious furnishing of any clarification/information required during evaluation may please be ensured, failure of which may affect the registration process.
- To select any option use “√” on the given box.
- Any partially, unclearly / untidily filled registration forms will be subjected to be disqualified by the Bank.
- Use block capital letters to fill the information.
- RFPs will send only to registered vendors based on “5. Nature of Business”. Therefore it is the vendor’s responsibility to provide accurate information.

Section 1 – Business Information															
1	Name of Company														
2	Business Type (Mark only one)	Sole Proprietorship					Partnership								
		Private Limited Company					Public Limited Company- Quoted								
		Public Limited Company- unquoted					Companies limited by guarantee								
		Offshore company					BOI Approved company								
		Others (Please specify below)													
3	Company Registration Number														
4	Income Tax File Number														
5	Nature of Business	Manufacturer					Consultancy								
		Trader					Others (Please specify below)								
6	Country of Incorporation														
7	Date of Incorporation					m	m	/	d	d	/	y	y	y	y

8	Business Commencement Date										m	m	/	d	d	/	y	y	y	y	
9	VAT Registration Number																				
10	Registered Office Address																				
11	P.O. Box																				
12	Correspondence Address																				
13	Contact Details	Name																			
		Designation																			
		Telephone Number																			
		Fax Number																			
		E-mail address																			
14	Corporate Website																				
15	Number of Full-time Employees																				
16	Subsidiaries, Associate of another Organization <i>(attach a separate List if required)</i>	Yes										No									
	<i>Subsidiary of</i>																				
	<i>Associate of</i>																				
17	Is the company listed in the local/foreign stock exchange?	Yes										No (If "Yes" please give details below)									
18	Is the subsidiary/associate listed in the local/foreign stock exchange?	Yes										No (If "Yes" please give details below)									

Section 4 – Other Information

Please attach following documents					
	Document Name	Attached			
1	Certificate of Incorporation	<input type="checkbox"/>	<i>Yes</i>	<input type="checkbox"/>	<i>No</i>
2	Articles of Association	<input type="checkbox"/>	<i>Yes</i>	<input type="checkbox"/>	<i>No</i>
3	Latest Company Form 20	<input type="checkbox"/>	<i>Yes</i>	<input type="checkbox"/>	<i>No</i>
4	Form 1- For registered addressed. If address changed Latest form 13	<input type="checkbox"/>	<i>Yes</i>	<input type="checkbox"/>	<i>No</i>
5	Audited accounts of the last 2 years	<input type="checkbox"/>	<i>Yes</i>	<input type="checkbox"/>	<i>No</i>

I/We certify that the particulars mentioned above are true and accurate to the best of my/our knowledge.

I/We have no objections if you seek information/references from our bankers, clients, agents, dealers stated herein.

The signature below indicates that I / we have read and understood the **PABC's Vendor Registration - Terms and Conditions**, and agree to be abide and to register with your Bank as a registered vendor to bid for the PABC projects of IT Department.

mm / dd /yyyy

.....
Signature (over Rubber stamp/Company Seal)

.....
Date

.....
Name

.....
Designation

Vendor Registration – General Terms and Conditions

1. Scope

Unless otherwise agreed between Pan Asia Banking Corporation PLC (hereinafter referred to as PABC) and the Vendor in writing, the provisions of these **General Terms and Conditions** shall apply to all contracts entered into and /or to be entered into by PABC and the Vendor relating to the whole spectrum of the purchasing activities of PABC including but not limited to the purchase of goods and services.

2. Confidentiality, Name and Intellectual Property

2.1. Confidentiality

2.1.1. “**Confidential Information**” includes the following but not be limited to:

- *Diagrams – mind maps and flow charts;*
- *Q&A / interview answers received from the Bank staff;*
- *Photographs,*
- *Plans,*
- *Files,*
- *Reports,*
- *Recommendations,*
- *Notes; and*
- *Other data or information;*

in whatever form, received from PABC by the Vendor or prepared or discussed jointly by PABC and the Vendor, members of its staff or outside contractors in connection with this contract which are not in the public domain at the time that this contract is concluded (the "**Confidential Information**") shall be treated with the utmost confidentiality by the Vendor, who undertakes not to reveal either their existence or their content to third parties throughout the term of this contract and for an unlimited period of time thereafter, unless it be with the prior written authorization of PABC. This Confidential Information will gather by you or your subordinates during the following exercises but may not be limited to:

- *RFP preparation; and*
- *Onsite POCs etc.*

2.1.2. The names of the Vendor's employees and outside parties with access to the **Confidential Information** shall, at the request of PABC, be communicated to PABC, in writing.

2.1.3. The Vendor shall take necessary measures to ensure that the members of its staff and outside parties fulfill the Vendor's confidentiality obligations as if they were parties to this contract, even after they cease to be employed by the Vendor. In particular, the Vendor undertakes to have the confidentiality clause annexed to this contract signed by all those involved, directly or indirectly in the performance of this contract. The Vendor undertakes to have the confidentiality clause respected or to seek compensation for any breach of that clause by any legal means at its disposal, whether or not PABC so requests. If its confidentiality obligations are breached by a member of its staff or by an outside contractor, the Vendor shall immediately inform PABC thereof.

2.1.4. Subject to the provisions of this article, the Vendor may retain documents it has produced under this contract which do not form part of the **Confidential Information**.

2.1.5. The obligations for which this article provides shall not lapse when, for whatever reason, this contract expires.

2.2. Use of the name and PABC logo

2.2.1. The Vendor, members of its staff and its outside contractors may not use for:

- Advertising purposes;
- Or otherwise make public;
- The fact that they are performing or have performed services for;
- Or supplied products to the PABC;
- Except with the approval in writing;

Moreover, they may not use:

- the name; and
- logo

or the acronym "PABC" to make it known to third parties that they are performing or have performed services for, or supplied products to the **IT DEPARTMENT, PABC**. The Vendor shall take all appropriate measures to ensure that its staff members and outside contractors abide by this provision.

2.2.2. The obligations for which this article provides shall not lapse when, for whatever reason, this contract / registration expires.

2.3. Intellectual property rights

2.3.1. Unless otherwise arranged between the parties in writing, the PABC shall have the benefit of all intellectual property rights applicable with respect to any product or service developed within the framework of this contract. The intellectual property rights exercised by the Vendor at the time of entering into this contract shall not be affected by the present provision.

3. Liability

3.1 Liability of the Vendor

3.1.1. Any act or omission on the part of the Vendor, members of its staff or its subcontractors that:

3.1.1.1. *Constitutes a breach, intentional or through negligence, of this contract or*

3.1.1.2. *Causes injury of any kind to PABC outside the application of this contract shall render the Vendor liable to PABC.*

3.1.2. Within this context, the Vendor undertakes, more particularly:

3.1.2.1. *To fulfill its obligations under this contract competently, diligently and efficiently, and in conformity with the norms applicable and generally accepted professional, administrative and financial practice;*

3.1.2.2. *To act at all times in such a way as to protect and not thwart the interests of PABC;*

3.1.2.3. *Not to make use of subcontractors or independent providers in connection with this contract without the prior authorization, in writing, of PABC;*

3.1.2.4. *In performing this contract, to comply with the law and all regulatory measures applicable to its branch of activity and to take all appropriate steps to ensure that its employees and subcontractors do likewise. In particular, the Vendor shall be responsible for obtaining the visas, authorizations and permits needed in order for its personnel to reside or enter and work in the territory within which this contract is to be performed. The Vendor undertakes to pay, when due, the wages (less any withholding tax) of its employees, together with any related social security or occupational insurance contributions (employee's share/employer's share);*

3.1.2.5. *To follow the orders, directives and instructions of PABC. In particular, it shall be for PABC to judge and determine, in each set of circumstances, how and for how long personnel assigned by the Vendor to the performance of this contract shall be deployed on PABC premises.*

3.1.3. The Vendor shall also be liable for the additional costs incurred by PABC as a result of any failure or delay, imputable to the Vendor, in the fulfillment of its obligations under this contract, including any failure or

delay resulting from an interruption in supplies to the Vendor or from industrial action by the employees of the Vendor or its subcontractors. In this respect, at the request of PABC, the Vendor shall draw up and, if necessary, regularly update in cooperation with PABC, an emergency plan that enables the Vendor to continue to perform this contract in full, without interruption or with the minimum of disruption, in the event of industrial action by its personnel or any other contingency that might affect the availability of the personnel normally assigned by the Vendor to the performance of this contract.

- 3.1.4. The Vendor is responsible for the actions of its subcontractors as it is for its own.

4. Bidding Conditions

4.1. Condition of Item.

- 4.1.1. Goods - All items that the vendor bid should be new, current model year, in first class condition, including containers suitable for shipment and storage and fulfill compliance requirements if applicable unless otherwise indicated. Verbal agreements to the contrary shall not be recognized.
- 4.1.2. Services – All service focus bids should be relevant to the requested services from PABC and accurate and materials should be up to date.

5. Indemnification and Agreement

- 5.1. The Vendor agrees to accept full responsibility for the quality of any and all goods and services going to propose to PABC by the vendor and the vendor's organization as a response to PABC, (Request for Proposal) RFP.
- 5.2. Vendor and staff including temporary and permanent may further agree to waive and release any and all rights and claims or damages that may accrue against PABC.
- 5.3. The bank reserves the right to call RFP/Quotations from any registered vendor from the registered vendor pool. Registration will not accrue any right to the vendor to be called to submit a quotation.
- 5.4. Any form of canvassing will lead to disqualify the vendor as a registered vendor with the Bank.

PABC Vendor Registration Process – Questions and Answers (Q&As)

Q: What is PABC vendor/supplier registration about?

A: PABC centrally registers new suppliers/vendors on an annual basis. Ad-hoc off cycle suppliers' registration requires the approval of the Deputy General Manager IT / CIO. The PABC vendor registration process involves the receipts of information which facilitates adequate due diligence in respect of potential suppliers and service providers.

Q: What is the cost of the registration?

A: Vendor registration will cost you LKR 1,000.00 (One thousand rupees only).

Q: Does registration qualify vendor to do all businesses with PABC irrespective of the type and value?

A: The registration process results in the listing of Vendor on PABC Registered Vendor database which serves as the source of bidders list for bidding.

Q: How vendor can register as a registered vendor to do business with PABC?

A: The process for Vendor Registration with PABC:

1. Prospective supplier downloads Vendor Registration Form on PABC website (*Quick Links > Forms and Applications*); or
2. PABC Administration Department emails Vendor Registration Form to prospective supplier; or
3. Prospective supplier can physically visit PABC, Administration Department and obtain Vendor Registration Form;
4. Supplier completes registration form and emails completed form along with copies of required documents to PABC.
5. Administration Department will review completed form (including required additional documents) from vendor and with the use of Vendor Registration Assessment Checklist conducts the following checks:
 - i. Checks for completeness;
 - ii. Checks to confirm that the vendor was not previously deregistered and that its officers are not same as officers of a previously deregistered company;
6. Reviews application and obtains approval for registration;

Q: Do Vendor need to follow up on my submission for it to be processed?

A: Prospective vendors are not required to follow-up on their application to facilitate the registration process.

Q: What documents vendor needs to submit in order to complete registration process?

A: The supplier is required to complete and submit the PABC Vendor Registration Form (along with other supporting documents) for registration.

Q: What supporting documents should I include with my application in order for my registration to be processed?

A: In addition to the registration form, the following documents must be submitted for vendor registration:

1. *Certificate of Incorporation*
2. *Articles of Association*
3. *Latest Company Form 20*

4. *Form 1- For registered addressed. If address changed Latest form 13*
5. *Audited accounts of the last 2 years*

Q: Are vendors allowed to submit registration documents in part?

A: The complete “Vendor Registration Form” along with supporting documents and registration fees must be submitted at once before vendor registration can be processed to PABC, Administration Department.

Q: What is vendor deregistration?

A: Vendor deregistration is the process of removing registered suppliers from the list of registered vendors such that these suppliers may no longer be considered for business.

Q: And on what grounds can a vendor be deregistered?

A: Vendors may be de-registered by PABC based on the following:

1. *Unethical grounds;*
2. *Failure to renew registration timely; and*
3. *Vendors that have requested to be deregistered.*