

## Terms & Conditions

The terms & conditions shall be read as part and parcel of the contract governing “**E-Tendering**” and would be binding on the user of “**E-tendering**” facility.

Once you have accepted these terms and conditions and we have acknowledged your acceptance you will be able to use the “E-tendering” facility. The additional features we may offer from time to time may require us to vary, modify or add to the terms and conditions of this Agreement to facilitate the use of such features. By agreeing to these terms you also agree to abide by any additional conditions you may be required to comply in order to use new features introduced from time to time.

In addition, you agree that any use by you of the “**E-tendering**” facility shall constitute your acceptance of the terms.

The Password /User ID required for the use of “**E-tendering**” facility is strictly confidential and should not be revealed to any person at any time under any circumstances.

The Bank reserves the right to remove the name of any registered supplier from the Online register due to frauds, supply of fake items, sub-standard quality, poor performances, pending legal actions, etc.

If any Applicant/Proprietor/Partner/Director has spouse or children who are employees of the Bank, such applicants are not eligible for registration.

Suppliers should be in possession of the business registration certificate/certificate of incorporation.

Applicants should produce other types of certificates obtained as a statutory/legal requirement as required.

Quotations will normally be called from the registered suppliers only. However, the Bank reserves the right to call for tenders from non-registered suppliers if suitable suppliers are not available for a specific product or service.

Names of those who fail to quote promptly when required or fail to provide services on time and in conformity with the specifications, samples or prescribed in the purchase order or who supply substandard goods are liable to be expunged from the Online supplier register.

All supplier payments will be made only to an account maintained at HNB.

The unique identification (User ID) of the supplier will be the e-mail ID which cannot be changed once registered.

The Tenderers agree and acknowledge that “**Confidential Information**” means all non-public information, written, electronic or oral and in any format or medium, pertaining or relating to HNB and the Proposed Tender, which has been or will be furnished by the HNB to the Tenderers or the Tenderers’ Representatives. Confidential Information shall include, without limitation, all analyses, compilations, forecasts, studies and other documents relating to the Tender, financial condition, marketing strategies, customers, operations, technical information, contract terms and conditions and all information of any kind relating to HNB, its’ shareholders and/or related or associated companies which are disclosed, submitted or howsoever made available by or on behalf of HNB to Tenderers or to their Representatives for the purpose of or in connection with the Proposed Tender, after the date of these Terms and Conditions

All Confidential Information disclosed by HNB under these Terms and Conditions shall be and remain the property of HNB and nothing contained in these Terms and Conditions shall be construed as granting or conferring any rights to such Confidential Information on the Tenderers.

The Tenderers shall honor any request from HNB to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information.

The Tenderers shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under these Terms and Conditions are informed of its proprietary and confidential nature and is required to abide by these Terms and Conditions.

The Tenderers being the Recipient of Confidential Information disclosed under these Terms and Conditions shall promptly notify HNB of any disclosure of such Confidential Information in violation of these Terms and Conditions or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

The Tenderers acknowledge and agree that, in the course of its engagement by HNB, it may receive or have access to Personally Identifiable Information of Customers of HNB. The Tenderers agree further to comply with the terms and conditions set forth in these Terms and Conditions in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personally Identifiable Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personally Identifiable Information under its control or in its possession by all its Representatives. The Tenderers further acknowledges that HNB is under a duty to inform its Customers and obtain their consent in writing prior to the sharing of their Personally Identifiable Information.

The Tenderers acknowledge and agree further that HNB shall notify the Tenderers in writing through a formal communication, in the event of the occurrence of any Cyber or Information Security incident involving the HNB its Representatives or its sub-contractors which may have an impact on HNB's Confidential Information. The reporting of such incident should be done within 24 hours of its occurrence and knowledge of any such occurrence.

The Tenderers shall be liable to preserve any evidences, tracking, logs pertaining to such incidents and the same shall be shared with HNB if the need arises and shall also provide any additional information pertaining to such incident including impact, resolution status, corrective and preventive actions taken if requested by HNB.

The Tenderers agree to facilitate any audits relevant to Tenderers conducted by HNB, its internal and external auditors, or any other party authorized by HNB or any regulatory authorities (such as for example, the Central Bank of Sri Lanka) and regulatory examiners acting on the instructions of the regulatory authorities who shall have a right to conduct information security audits from time to time as required by regulatory provisions which licensed banks are generally subject to, by providing fullest support and relevant information to the extent pertinent and practicable to the Receiving Party.

The suppliers/service providers will be responsible for the accuracy/genuineness of the documents/information submitted by them at the time of registration and during the tender process.

The general business law will apply for disputes where any terms and conditions have not been specifically covered.

Agreement to Terms & Conditions

Agree/Disagree

I request Hatton National Bank PLC to provide me access to "E-tendering" facility.

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