

Terms and Conditions for Registration

1. Validity of Registration

1.1. The GPS Device registration by NTC is valid for a particular GPS Device model and its specification (including the specification of its components) submitted by the Applicant along with its Application and is not valid for any other GPS Device model or the same GPS Device model having specifications (including the specification of its components) different from the one which was registered by NTC.

1.2. In the event of there being any change in GPS Device model or specification (including the specification of its components) of the GPS Device, which has been registered by NTC, on account of any change in design/component or otherwise, the registration will no longer be valid and, the Applicant will have to submit a fresh application as per the then applicable terms and conditions seeking fresh registration.

1.3. The GPS Device registration shall be valid for all the following together as outlined in the registration letter issued by NTC.

- GPS Device Model Number(s) Registered
- Name and Address of the Applicant
- Name of Manufacturer & its Registered Office Address

2. Obligations of Applicant

Applicant shall, at its own cost and expense, observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in the Registration Process document including the Terms and Conditions Governing Registration, the obligations set forth in this clause:

(a) The Applicant shall submit to NTC all GPS Device(s) related documents, specifications, information, data sheets, brochure and the like together with the Application or upon request from NTC, in order for NTC to be able to process the Application submitted by the Applicant for registration of the GPS Device(s).

(b) The Applicant shall provide protocol integration support to NTC, as required and towards this depute its team of competent personnel led by a designated single point of contact to interact with NTC. In case NTC requires Applicant for any upgrades on firmware changes, the same has to be provided without any charges.

(c) In the event any GPS Device is required to be re-processed for its compliance due to any change in design/component or any other reasons attributable to the Applicant, the

Applicant shall, submit fresh application seeking registration of the GPS Device as per the then applicable terms and conditions.

(f) The Applicant whose GPS Devices have been registered shall ensure that such GPS Devices when installed to the inter-provincial buses are activated through the central control system of NTC as per the process set out by NTC (**Annexure D**).

The applicant shall be provided a web based interface to the individual Bus owner to monitor them fleet. The Applicant shall provide all necessary resources and infrastructure for carrying out the device activation immediately upon sale and installation of the GPS Device.

(g) The Applicant shall be responsible for proper installation of permit holder's SIM card in the GPS devices and ensuring proper configuration of the device to send data to NTC control center.

(h) The Applicant shall be responsible for sending real-time data continuously without any obstacle

3. Registration Period

Unless the registration of any GPS Device model is revoked or cancelled by NTC, the registration shall remain valid so long as such model continues to comply with the requirements based on which the same was registered by NTC.

4. Commercial arrangement between Applicants and permit holders

4.1. Any commercial or other arrangements between the Applicant and the permit holders shall be as mutually agreed between them. The prices of the registered GPS Device(s) and all other terms and conditions including those related to warranty, AMC, nature and scope of free servicing during warranty period, GPS Device uptime and other performance and service related terms and conditions etc. shall be as mutually agreed by and between the Applicant concerned and the permit holders. NTC shall have no role, responsibility and liability in relation to the same.

4.2. The Applicant shall be under obligation at all times to comply with Terms and Conditions Governing Registration and adherence to all aspects of fair trade practices in its dealing with the permit holders.

4.3. In case the Applicant is found to be in breach of any of the condition(s) of the Registration Process document or Terms and Conditions Governing Registration at any stage during the Registration Period, the registration of its GPS Devices may be withdrawn and NTC may, in addition, consider debarring and blacklisting the Applicant concerned for such period as deemed fit. Additionally, legal action, as per rules/laws, shall be initiated against the Applicant.

5. Volume of GPS Devices

5.1. NTC do not make any express or implied representations to the Applicant as to the volume of business that any or all of the Applicants may get.

5.2. By seeking to register their GPS Devices, the Applicants shall be deemed to have made careful examination of all the relevant factors, nature of enterprise, the quantum of business and its likelihood. NTC shall not be liable for any omission or mistake or error or neglect by the Applicants.

6. Monitoring and Audit

6.1. During the Registration Period, NTC shall have right, without being obliged, to monitor/audit the registered GPS Device of the Applicants with a view to ascertain their continued compliance with the Terms and Conditions Governing Registration.

6.2. The Applicant of registered GPS Device shall be under obligation to provide all reasonable support, information like technical documentation, change of office/ dealers/service center addresses (including addition and discontinuation of the same) etc. and extend other reasonable cooperation to NTC for them to effectively monitor its performance and compliance of the registered GPS Device during the Registration Period.

7. Revocation/Cancellation of Registration

If as an outcome of any monitoring and/or audit conducted, or, as otherwise reasonably determined by NTC, the Applicant of registered GPS Device has failed to perform its obligations and/or has failed to comply with the Terms and Conditions of Registration in any material respect, NTC shall be within its rights to revoke and cancel, in its sole and absolute discretion, the registration of all the GPS Devices of the Applicant or the GPS Device that no longer complies with the requirements outlined in the Terms and Conditions of Registration.

Provided that prior to revocation/cancellation of the Registration, NTC may, if it deems necessary, ask the Applicant to explain the reasons of its failure in complying with the Terms and Conditions Governing Registration and thereupon take any decision that NTC may consider appropriate.

8. Liability

The registration under the Registration Process is not to be construed in any way as diminishing or substituting the mutual contractual responsibilities/ obligations between the Applicant and the permit holders purchasing GPS Devices from them. NTC in no way guarantee the performance of or by the registered GPS Device(s) or the Applicant(s). Applicant will be liable and responsible for performance of the GPS Device(s) supplied to the permit holders.

9. Continued Compliance of the Registered GPS Devices

9.1. At the end of a period of one year from the date of GPS Device registration letter issued by NTC to the Applicant, the Applicant shall submit a written undertaking to NTC stating

the continued compliance of the GPS Device concerned as per the requirements of the Registration Process document accompanied by the supporting documents.

9.2. Applicant shall be under an obligation to immediately inform in writing to NTC in the event of the following:

(a) Any of its registered GPS Device(s) no longer complies with the requirements of the Registration Process document based on which the GPS Device was registered; or

(b) Any of the component/module which was part of the GPS Device model at the time of grant of registration has been changed/altered due to change in design; or

(c) There is any change in design of the GPS Device or any component thereof post the registration of the same; or

(d) Any other factors that would have the effect of changing the GPS Device design or any component thereof post its registration.

9.3. Based on the submissions made by the Applicant or otherwise reasonably determined by NTC, if the GPS Device does not continue to meet the prescribed criteria as per the requirements outlined in the Registration Process document, NTC shall be within its rights to revoke and cancel the registration of the GPS Device concerned.

9.4. In the event the Applicant or the concerned division of the Applicant is taken over /bought over by another company, the Applicant must ensure that company taking over or buying it complies with the Terms and Conditions of Registration in respect of all the registered GPS Devices.

10. Compliance with Applicable Laws

10.1. The Applicant of registered GPS Device shall be responsible to comply with all Applicable Laws.

11. Indemnity

The Applicant agrees to indemnify and hold harmless NTC, their officers, directors, agents and the consultants from and against:

(a) All third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware and related services or any part thereof.

(b) All consequences and liabilities arising out of or in any way connected with the Applicant's negligence, fault, nuisance, breach and failure to perform its obligations under or pursuant to the Registration Process.

(c) Any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the registered GPS Devices supplied or related services provided by the Applicant.

(d) The use or misuse by or on behalf of the Applicant/its dealers of the trademark, symbol, logo, or icon of NTC otherwise than in accordance with the Terms and Conditions of Registration.

12. Dispute Resolution

In case of any dispute of technical nature the decision of NTC shall be final and binding on Applicant.

Subject to the preceding, any / all disputes arising out of or in any way relating to or concerning this Registration or the Registration Process shall be amicably and promptly settled between the parties. The parties agree that if the efforts of the parties to amicably resolve such differences or dispute(s) fail and no settlement is reached despite such efforts of the parties, then, except where the decision of certain person NTC has been made final and binding between the parties, the dispute shall be referred to the sole arbitration of the chairman, NTC or any other person appointed / nominated by him in this regard.

13. Jurisdiction

The registration and the process shall be governed by the laws of Sri Lanka shall have exclusive jurisdiction to adjudicate upon any / all matter(s) arising from the registration or the process of registration.

14. Notice

Any notice or other communication to be given by a party to the other under, or in connection with the matters contemplated by or under the registration shall be in writing and shall be delivered by hand/ registered post/ courier at the notified address of the party concerned.

15. Prohibition of Assignment

The registration of GPS Device under this process is not assignable by the Applicant to any third party. If found doing so, it shall result in termination of registration of all its GPS Devices.

16. Language

All notices required and all other communications, documentation and proceedings which are in any way relevant to the Registration or the Registration Process shall be in writing and in English language.

17. Fraud and Corrupt Practices

17.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Registration Process. Notwithstanding anything to the contrary contained herein NTC may

(a) Reject an Application, and/or

(b) cancel the GPS Device Registration, without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during or in relation to the Registration Process.

17.2. Without prejudice to the rights of the NTC under this clause, if an Applicant is found by the NTC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Registration Process, NTC may black list such Applicant and in such event the Applicant shall not be eligible to participate in any tender or RFP or Registration Process document issued by or on behalf the NTC during the period specified by NTC in this behalf.

17.3. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Registration Process;

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Registration Process;

(c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Registration Process;

(d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the NTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Registration Process; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in or pursuant to the Registration Process.

18. Successors and Assigns

This arrangement shall be binding upon and inure to the benefit of NTC and the Applicant being the parties to this arrangement.