

**TERMS & CONDITIONS FOR ENLISTMENT/REVALIDATION/ENHANCEMENT/
REVALIDATION & ENHANCEMENT**

1. As per EIL procurement norms, only Original Equipment Manufacturers (OEM) can apply for enlistment and NOT the Traders / Agents / Distributors. However, Sole Selling companies can apply for enlistment, provided the OEM do not sell their products worldwide directly. Foreign stockist (Pipes, Fittings) and Indian stockist (Pipes) who are having warehousing and other facilities as per enlistment norms can also apply for enlistment.
2. Applications shall be accepted for processing, only if items manufactured are within the List of items for enlistment. List of items for enlistment is available at Annexure I.
3. All documents furnished by the Supplier in support of meeting the experience criteria shall be:
either
Duly certified by Statutory Auditor of the Supplier or practicing Chartered Accountants (not being an employee or a Director or not having any interest in the bidder's Company/Firm) where audited accounts are not mandatory as per law.
or
Duly notarized by any notary public in the Supplier's country. In case of notarization, Supplier shall also submit an affidavit in the enclosed format (Annexure - A) signed by the authorized signatory of the Supplier.

3.1 In case of authentication by statutory auditors, all below formats/ relevant documents shall be duly certified by statutory auditor of the Supplier.

- a) A covering letter as per **Format-A** on Statutory Auditor's letter head or practicing Chartered Accountants (not being an employee or a Director or not having any interest in the bidder's Company/Firm) where audited accounts are not mandatory as per law.
- b) Past Track Records: List of all orders executed in support of PTR along with client's feedback shall be duly filled in the prescribed **Format-C** and shall be certified by Statutory Auditor in original as per **Format - B**. All documents as mentioned in format shall be duly certified by Statutory Auditors.
- c) ISO Certificate duly certified by Statutory Auditor in original.
- d) Financial Data as per **Format- D**, duly certified by Statutory Auditor in original.
- e) Bound published and audited annual financial statements including balance sheet, profit & loss account and all other schedules for the preceding three financial years. However, in case the Supplier submitting either a photocopy of the published report or a translated copy of the published annual report, the same shall be duly certified by the statutory auditor in original.
- f) Any other relevant document essential for meeting experience criteria.

3.2 In case of notarization, all below documents shall be duly notarized by any notary public in the Supplier's country and Supplier shall also submit an affidavit in the enclosed **Format-E** signed by the authorized signatory of the Supplier.

- a) A covering letter on Company letter head as per **Format-A**.
- b) Past Track Records: List of all orders executed in support of PTR along with client's feedback shall be duly filled in the prescribed **Format-C** and shall be certified by Authorized signatory in original as per **Format-B**. All documents as mentioned in format shall be duly certified by Public Notary.
- c) ISO Certificate duly certified by public notary in original.
- d) Financial Data as per **Format- D**, duly certified by **Statutory Auditor** in original.
- e) Bound published and audited annual financial statements including balance sheet, profit & loss account and all other schedules for the preceding three financial years. However, in case the Supplier submitting either a photocopy of the published report or a translated copy of the published annual report, the same shall be duly certified by public notary in original.

f) Any other relevant document essential for meeting experience criteria.

3.3 Submission of authenticated documents is the prime responsibility of the Supplier.

Whenever EIL is concerned/ apprehensive regarding authenticity/ correctness of any documents, EIL reserves the right to get the documents cross-verified from the document issuing authority.

4. The product for which enlistment is being sought, if manufactured at multi locations/works, supplier must declare such works and furnish details of all works to EIL at the time of submitting application. Enlistment is applicable for the product and each manufacturing works/location as assessed and approved by EIL. Supplier must ensure manufacturing and supply of their product to EIL associated projects from such approved/enlisted works only.
5. Replies to queries must be specific and not vague. Document asked as per questionnaire must be uploaded in one lot. Document uploaded in part shall not be accepted by the system.
6. Indian suppliers seeking enlistment under SSI category (Micro, Small, Medium), must have fresh confirmation from Directorate of Industries, **not older than two years** at the time of enlistment or valid NSIC, Udyog Adhaar Memorandum by MSME registration certificate, confirming the category.
7. Quality Management System of each manufacturing works/locations for which seeking Enlistment / Enhancement / Revalidation with EIL must be certified by any independent authorised agency and shall have valid ISO 9001 certification or equivalent, as applicable in country of manufacture.
8. Suppliers who have incurred loss in the latest financial year as per the audited balance sheet shall furnish details from financial institution with supporting document. **Company having negative net-worth shall not be considered for enlistment.** It is obligatory for a supplier to update EIL w.r.t. financial health by July every year.
9. Suppliers shall have all the required clearances from the concerned authorities.
10. Processing charges as displayed does not cover cost towards witness of any destructive/non-destructive testing and / or demonstration of capability, if so desired by EIL, which shall be charged separately.
11. Generally, No visit to manufacturing facility is envisaged for foreign supplier and enlistment is considered on the basis of satisfactory document's review. However, at the discretion of EIL, assessment of manufacturing facility of foreign suppliers, shall be taken up, for which supplier will be informed in advance. Charges in such case will be applicable on actual cost basis, inclusive of man-hour @1000USD per day per person, hotel stay, travel and other incidental expenses which shall be paid upfront by the supplier seeking enlistment. The foreign visit travel charges shall be in addition to the applicable processing charges. Foreign suppliers must confirm their consent to pay processing charges as applicable, when demanded by EIL.
12. Performance of suppliers shall be continuously monitored during bidding stage and order execution. To remain in EIL Master Suppliers List (MSL), performance is required to be satisfactory at all the times.
In case of unsatisfactory performance on account of poor quality of document/materials, failure of material at site, not complying to requirement, withdrawal of bids, inadequate infrastructure, over-loading, liquidity crunch, labour unrest, strike, lockout, unethical business practices, not recommended for enlistment revalidation during shop survey for any reason etc., suppliers may be put on "**Suspension / Banning List**" and shall not be considered for participation in bidding process for current / future enquiries.
13. Supplier may be deleted from MSL on account of submission of Fictitious / Forged document, Breach of contract, Corrupt and Fraudulent practices, Violation of enlistment Terms & Conditions.

14. **Suspension / Banning** status shall be reviewed on the basis of progress / improvement as reported by supplier and EIL Regional Procurement Office. Decision of Competent authority shall be final and binding on the supplier.
15. Suspension / Banning of Business Dealings will be done as per approved procedure applicable (displayed on website).
16. Enlistment shall be applicable for the company and works location approved with validity of three years and the validity shall not be changed in case of enhancement in product profile and/ or additional manufacturing location during the validity period. Enlistment shall have to be "Revalidated" every three years prior to the expiry of validity period as per procedure to remain active in EIL suppliers list will continue to be valid after expiry of validity date till supplier applies for revalidation but not more than 3 years, after which supplier may be declared dormant. In case of any changes, information with respect to change in works location, enquiry address, product design, and change in management shall be furnished to EIL for further necessary action.
17. Change in works location/ name change, where no link is established in the Certificate of incorporation issued by the Registrar of Companies, between the enlisted company and the new company, such cases shall be treated as new enlistment
18. Enhancement in enlistment, if required, shall only be taken up after one year from the date of issue of enlistment letter. However, if insisted by supplier, enhancement in enlistment such as enlistment of additional items and/or new/additional manufacturing facilities, enhancement in range/rating of already enlisted items can be taken up. Under such circumstances special processing charges shall be payable.
19. Enlistment shall be for the purpose of inclusion of suppliers name in EIL "Master Suppliers List" (MSL) and shall in no way guarantee regular issue of purchase enquiries.
20. In case of non- acceptance of application for any reason at any stage of processing, processing charges once paid shall not be refunded under any circumstances. Supplier if so desired may apply afresh with updated data / information. Processing charges in such case paid earlier, shall neither be refunded nor adjusted.
21. In case no response / regrets without specific reason, are received against purchase enquiries continuously for two years, it shall be presumed that supplier is no longer interested for business with EIL and enlistment is liable to be cancelled.
22. In case 100% owned subsidiary desires enlistment as a manufacturer for the same item for which the principal company is already enlisted, same shall be subject to conditions that the enquiry shall be issued to either principal or subsidiary company only (option to be exercised by them at the time of enlistment).
23. EIL shall not be responsible for rejection of application due to misleading information filled up & processing charges shall not be refunded. Rendering of false information in the application may also debar a supplier for enlistment with EIL in future. Decision of Competent Authority of EIL shall be final & binding on the supplier.
24. Suppliers seeking enlistment with EIL shall note that Enlistment with EIL is not a matter of Right and is at sole discretion of EIL
25. Terms and conditions including Processing Charges are subject to change at the sole discretion of EIL
26. Processing Charges as applicable at the time of enlistment shall be payable.
27. In case of any dispute, the courts of Delhi shall have exclusive jurisdiction.