

**TERMS & CONDITION 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 & Flanges) 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. 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.
4. 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.
5. 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 registration certificate, confirming the category.
6. 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 certification or equivalent, as applicable in country of manufacture.
7. 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, how finance shall be managed. **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 as per format PDD-I-02 & PDD-I-03 by July every year.
8. Suppliers shall have all the required clearances from the concerned authorities.
9. 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.
10. Generally no visit to manufacturing facility is carried out 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, if required, shall be on actual cost basis, inclusive of man-hour, hotel stay, travel and other incidental expenses which shall be paid upfront by the supplier seeking enlistment. The foreign visit 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.
11. 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 "Holiday" and shall not be considered for participation in bidding process.

12. 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 & Condition.
13. Holiday 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.
14. 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 regularly "Revalidated" every three years prior to the expiry of validity period as per procedure to remain active in EIL suppliers list. 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.
15. 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
16. 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.
17. 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.
18. 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.
19. 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.
20. 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 condition that the enquiry shall be issued to either principal or subsidiary company only (option to be exercised by them at the time of enlistment).
21. 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.
22. Suppliers seeking enlistment with EIL shall note that Enlistment with EIL is not a matter of Right and is at sole discretion of EIL
23. Terms and condition including Processing Charges are subject to change at the sole discretion of EIL
24. Processing Charges as applicable at the time of enlistment shall be payable.
25. In case of any dispute, the courts of Delhi shall have exclusive jurisdiction.