

## **Terms & Conditions for Vendor Registration / Empanelment**

### **A] Empanelment of Vendors**

Offer for the registration / empanelment of Vendors, are invited from the interested firms/companies. Who are in the business of manufacturing, stocking or marketing of goods and services of specified categories as mentioned in the registration documents. Registration can be done from the institute website i.e. [www.ictmumbai.edu.in](http://www.ictmumbai.edu.in)

### **B] Instruction to Vendor for Registration / Empanelment of Vendors**

The Institute of Chemical Technology, Mumbai intends to register/empanel the Firms/companies who are in the business of manufacturing, stocking and/or marketing of goods of specified categories. The main object of registration of firms/agencies as approved vendors is to have a broad based panel of technically capable, financially sound and reliable sources of supply to which enquiries can be addressed for the Institute purchases.

### **C] Eligibility & categories for Registration/ Empanelment.**

- 1] All firms/agencies, which are in the business of manufacturing, stocking or marketing of stores and specified service provider are eligible for registration if otherwise suitable, subject to specific conditions or restrictions stipulated in this document.
- 2] The firms registered with ICT, Mumbai will enjoy the following benefits:-
- 3] Empanelment / Registration .Procedure for empanelment of vendors with National Institute of Technology,
- 4] The applicant should clearly read all the pages of the document.
- 5] Correct / relevant information / data have to be furnished by the vendors.
- 6] The applicant should make sure before applying for a particular type of Category, that the Vendor/firm has the required eligibility criteria & experience for that category of work /item.
- 7] Service providers / suppliers seeking application form shall have to pay the requisite (cost/fee) amount as stated on website for registration / empanelment.
- 8] Service providers / suppliers shall have to fill and submit the registration form along with required documents and fees.
- 9] Applications incomplete in any respect, viz non-submission of any required document or information, or fee in requisite amount are liable for rejection.

### **D] EMPANELMENT**

Vendors / Firms registered with DGS&D, NSIC, NCCF (for items specified by NCCF), shall be considered for registration/empanelment at ICT Mumbai on the basis of registration certificate of such agencies along with other certified documents. The following essential documents (whichever is applicable) should accompany with the registration form:

- ? CST / VAT / TIN No.
  - ? Trade License; Factory License. (i.e. For purchase of medicines drug license is required)
  - ? Income tax Permanent Account No. (In the name of firm if not a proprietorship firm.)
  - ? Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
  - ? Registration Certificates with DGS&D/NCCF. (In alternative, any proof thereof can be admissible)
  - ? Current dealership agreement from Principal along with SSI/NSIC certificate if any.
  - ? Audited balance sheet or Profit & loss account for last three years.
  - ? Annual turnover certificate for last three years duly certified by a CA firm.
  - ? ISO certification if any.
  - ? A notarized certificate that the vendor hasn't been black listed by any institution of the Central/ State government / any PSU, University , Institute etc. in the past three years should be submitted.
  - ? For electrical work & Civil work the relevant certificate is required Labor License required for Civil Contractor and Electrical & Labor License both are required for Electrical Contractor.
  - ? Service tax registration certificate
  - ? Institute may ask the registered vendor/contractor to submit any other certificate from time to time as it may deem fit.
- On receipt of the registration form along with the requisite documents as mentioned above the supplier shall be registered with the ICT, Mumbai after Scrutiny. The firm will be considered for registration/ Empanelment for an initial period of one year and their registration will be considered for renewal as per ICT, Mumbai procedure, for one year or so, at a time subject to satisfactory performance of the firm during initial registration period.
- After getting all the required fee, information & documents from the applicant, the Registration number will be issued to the supplier with the following details: (1) Registration No. (2) Vendor Trade Group/ Category No. along with description.
- Service Centers: Service Centre in Mumbai/ in major cities, operational for more than 3 years, may be given. For authorized distributor / OEM centers the vendor shall produce a copy of the valid agreement / undertaking from authorized distributor / OEM.

On verification of the information, if at any time the furnished information is found incorrect the registration is liable to be cancelled and the firm may be black listed. & the EMD / SD will be forfeited by the Institute.

#### **E] General Clause**

- 1] ICT, Mumbai reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of ICT, Mumbai in respect of registration of parties for various categories of work / items shall be final & binding on all concerned registered firms / vendors in the panel of ICT, Mumbai.
- 2] Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of ICT, Mumbai and keep the Institute informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
- 3] This document is treated as a valid contract between ICT, Mumbai and Vendor and adherence to all aspects of fair trade practices in executing the purchase orders / work orders placed by ICT, Mumbai from time to time during the registration period.
- 4] In case of empanelled vendor is found in breach of any terms & condition(s) of ICT, Mumbai or supply/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited by ICT, Mumbai, besides debarring and blacklisting the vendor concerned for at least three years for further dealings with ICT, Mumbai.
- 5] The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment. Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries.
- 6] All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier. In all future correspondence with ICT, Mumbai, empanelled vendors are required to quote the Registration No.
- 7] ICT, Mumbai has all the rights reserved to add / delete / alter any of the items and to mend/ add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.
- 8] Price Variation Clause During the validity of the empanelment including the extended period, if the vendor sells any empanelled item to any other department / Organization at a price lower than the price fixed for ICT, Mumbai, the vendor must voluntarily pass on the price difference to ICT, Mumbai with immediate effect.

#### **E] Indemnity**

The selected vendor shall indemnify the ICT, Mumbai and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof ICT, Mumbai / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.

#### **F] Termination for Default**

Default is said to have occurred i) if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension therefore granted by ICT, Mumbai. ii) If the vendor fails to perform any other obligation(s) under the empanelment. iii) If vendor does not respond the limited tender enquiry/or quotation for ICT, Mumbai

If the vendor, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from ICT, Mumbai (or takes longer period in spite of what ICT may authorize in writing. ICT, Mumbai may terminate the empanelment/ Purchase Order in whole or in part.

#### **G] ICT reserves rights to issue/accept/reject quotations without any reason.**

All disputes in this connection shall be settled in Mumbai, jurisdiction only

**Sd/  
REGISTRAR**