



## **GURU GHASIDAS VISHWAVIDYALAYA,**

[ A Central University Established by the Central Universities Act, 2009 No. 25 of 2009]

### **BILASPUR [C.G.]**

## **VENDOR EMPANELMENT / REGISTRATION YEAR 2010-2011**

Cost of Application form	:	<b>Rs 100 /-</b>
Processing fee	:	<b>Rs. 500 /-</b>
Registration fee	:	<b>Rs. 500 /-</b>

- NOTE: 1) Separate application form along with fee must be submitted for each category of item / work.**
- 2) University reserves the right to accept/ reject any or all applications without assigning any reason there of.**

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No.1453 / Store/ Pur./ Tender /10 Bilaspur, Date: 20 / 5 / 10



### **Expression of Interest**

Offer for the registration / empanelment of Vendors, are invited from the interested firms, situated in India & abroad who are in the business of manufacturing, stocking or marketing of goods and operating of operator of services of specified categories as mentioned in the documents attached with the application form. Registration form along with other terms & conditions can be obtained from the university stores and also can be downloaded from the university website [www.ggu.ac.in](http://www.ggu.ac.in) Registration form along with non refundable fee must reach the office of the Registrar, Guru Ghasidas Vishwavidyalaya, Bilaspur by registered / speed post only. Separate application form & fee must be submitted for each category of item/work. University reserves the right to accept/ reject any or all applications without assigning any reason there of. Vendor who is already registered need not apply again.

**Registrar**

## **Registration / Empanelment of Vendors**

GGV, being the Central University established by an act of parliament (Central University Act 2009). As prescribed in the manual on Policies & procedures for purchase of goods, with the applicable directives contained in the new general financial rules 2005, Govt of India , Ministry of Finance, university is in the process of registering /empanelling firms who are in the business of manufacturing, stocking or marketing of goods and operating of operator of services of specified categories. The main object of registration of firms as approved vendors is to have a broad based panel of technically capable, financially sound and reliable sources of supply to whom enquiries can be addressed for the University purchases.

### **1. Eligibility & categories for registration/ Empanelment.**

All firms, who are in the business of manufacturing, stocking or marketing of stores are eligible for registration if otherwise suitable, subject to specific conditions or restrictions stipulated in this document. Where such registration is granted based on manufacturing or marketing agreements, it shall be the responsibility of the registered unit to keep such agreements renewed at all times to keep their registration valid for the period for which the registration has been granted.

### **2. Categories for Empanelment / registration:**

I) Registration of firms who supply indigenous items:

- a) Manufacturers,
- b) Assemblers,
- c) Converters,
- d) Authorised agents/distributors of Indian manufacturers,
- e) Stockists for indigenous stores

II) Registration of firms who supply imported stores:

- a) Foreign manufacturers and their accredited agents in India
- b) Stockists of imported stores,
- c) Suppliers of imported stores

### **3. What advantages flow out of registration?**

The firms registered with GGV enjoy the following benefits:

- a) Tender enquiries against demands which are not advertised, are sent to the registered firms.
- b) In case of advertised tender enquiries, copies of tender notices are sent to registered firms giving them advance information to enable them to purchase the Tender sets.
- c) Rate Contracts and Running Contracts are generally awarded to registered firms.
- d) Although ordinary demands are mostly covered on registered suppliers, operational/express/urgent demands are normally reserved for supply by registered firms.
- e) Earnest money and security deposit which are normally insisted upon from unregistered firms, may be waived partly in the case of registered firms who respond to the tender enquiries and secure orders.

#### 4: EMPANELMENT / REGISTRATION PROCEDURES.

Procedure for empanelment of vendors with Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.)

- 4.1. The applicant should clearly read all the pages of the application documents.
- 4.2. Correct / relevant information /data has to be furnished by the vendors.
- 4.3. The applicant should make sure before applying for a particular type of Category, that the vendor /firm required eligibility criteria & experience for that category of work / service / item.

4.4. Service providers / suppliers seeking application form shall have to pay the requisite (cost – fee) amount as stated below, for registration / empanelment. All the amount shall be paid either through university Stores bank challan or by a crossed demand draft drawn in favour of “Registrar, Guru Ghasidas Vishwavidyalaya”, payable at Bilaspur (C.G.).

The cost of application forms and processing fees to be remitted along with the forms, shall be as **Rs 100 + 500 +500**

- a) Rupees Hundred only for Cost of Registration Form.
- b) Rupees Five Hundred as Processing fee and
- c)Empanelment fee Rupees One Thousand only
- d)All foreign firms except those located in U.S.S.R and East European
- e) Socialist Countries may deposit a sum equivalent to U.S.\$ 200 in their own currency (rounded off to the nearest higher half unit)at the prevailing rate of exchange with the Indian Embassy in their country.
- f)Firms located in Rupee payment countries may pay the fee in Indian Rupees.

4.5. In case Service providers / suppliers downloads the application forms from the website [www.ggu.ac.in](http://www.ggu.ac.in), they shall have to submit all the amount in the form of crossed demand draft drawn in favour of “Registrar, Guru Ghasidas Vishwavidyalaya”, payable at Bilaspur (C.G.), in a separate envelope along with the application for registration/empanelment.

4.6. Purchase of forms or payment of processing fees does not ipso facto confer any right on any applicant firm to claim registration. GGV reserves the right to make enquiries as are necessary to verify the financial standing, goodwill and reliability of the applicant firms. The fee once paid is neither refundable nor transferable.

4.7. Applications incomplete in any respect, viz non-submission of any required document or information, or fee in requisite amount are liable for rejection.

4.8. Application complete in all respects are to be submitted in a sealed envelope by registered / speed post to “The Registrar, Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur, 495-000 (C.G.)”.

4.9 The sealed envelope containing the registration form, documents & fee should be clearly super scribed on the top of the envelope as “APPLICATION FOR VENDOR REGISTRATION / EMPANELMENT FOR THE CATEGORY CODE ... ”

4.10 Application reaching the office of the Registrar, GGV from the interested vendors/firms shall be considered as registered vendors and enlisted in the University’s vendor panel for the same trade group/category initially for a period of one year from the date of registration with GGV. Registered Vendors will be issued registration certificate. On expiry of one year period, the registered firms shall have to apply for renewal of the registration..

4.11 Vendors / Firms registered with DGS&D, NSIC, NCCF (for items specified by NCCF), since the capacity/capability of them has already been examined by the above govt. agencies, so no further inspection by GGV will be necessary. The firm shall be considered for registration/empanelment at GGV, on the basis of registration certificate of such agencies along with other certified documents. The delegated Officer in the Stores, after approval of the appropriate authority shall be competent to approve enlistment of such firms for concerned trade group / category.

4.12. The following essential documents (whichever is applicable) should accompany with the registration form:

- 4.12.1. Current Income Tax Clearance Certificate.
- 4.12.2. Trade License; Factory License.
- 4.12.3. Documentary evidence of ownership of the land & building of office premises & factory premises or rent receipt for the same.
- 4.12.4. Affidavit for the ownership of plant and machinery and quality control equipment.
- 4.12.5. List of technical staff.
- 4.12.6. Memorandum and Article of Association, Certificate of Incorporation, Listing of sitting Directors, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- 4.12.7. Registration Certificates with DGS&D/NCCF/ relevant ISO
- 4.12.8. Copy of NSIC's review certificate attested by notary.
- 4.12.9. Current dealership agreement from Principal along with SSI/NSIC certificate.
- 4.12.10. Performance statement from the government, PSU users
- 4.12.11. Audited Balance Sheet and Profit and Loss Account for last 3 years.
- 4.12.12. Banker's certificate.
- 4.12.13. Relevant ISO certificate.

4.12.14. Attested copies of Articles of Association (in case of registered firm), Byelaws & certificates of **registration** (in case of registered co-operative societies), partnership deed (in case of partnership firm) should be submitted.

4.12.15. A self certificate that the vendor hasn't been black listed by any institution of the Central/State government / PSU in the past three years may be submitted

4.13 On receipt of the registration form along with the requisite documents as mentioned above, initial scrutiny will be made to ascertain if the application form is complete in all respects and the necessary documents have been submitted. The University authority may constitute a committee to inspect the supplier's office, godown and factory etc. to verify the capacity / capability of the supplier. On receipt of the inspection report, if the competent authority is satisfied about the capacity/ capability, the supplier is to be registered with the GGV.

4.14 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 GGV procedure, for two years or so, at a time subject to satisfactory performance of the firm during initial registration period.

4.15. The firms will be considered for registration for following monetary limits:

- 4.15.1) Those firm capable of executing supply order valuing Rs.40 lakhs and above.
- 4.15.2) Those firm capable of executing supply order valuing Rs.10 lakhs to Rs.40 lakhs.
- 4.15.3) Those firm capable of executing supply order valuing Rs.5 lakhs to Rs.10 lakhs.
- 4.15.4) Those firm capable of executing supply order valuing Rs.1 lakhs to Rs.5 lakhs.
- 4.15.5) Those firm capable of executing supply order valuing upto Rs.1 lakh.

4.16 After getting all the required fee, information & documents from the applicant, the registration certificate will be issued to the supplier with the following details:

- (1) Registration No.
- (2) Validity period of Registration.
- (3) Monetary limit of order.
- (4) Vendor Trade Group/ Category No. along with description;
- (5) Validity of I.T.C.C.

4. 17) **Service Centres:** Service Centres at least 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 University..

## 5: CATEGORY-WISE LIST OF ITEMS / WORK

SN	NAME OF ITEM	CATEGORY CODE
1	<b>Furniture</b> (Storewel, Rack, Table, Chair, Customized laboratory furniture etc. )	<b>C-I</b>
2	<b>Refrigerators</b>	<b>C-II</b>
3	<b>Colour T.V.</b> ( LCD etc)	<b>C-III</b>
4	<b>AC.</b> (split & Window)	<b>C-IV</b>
5	LCD & Projector Screen	<b>C-V</b>
6	Various Softwares & Antivirus	<b>C-VI</b>
7	Water Cooler	<b>C-VII</b>
8	Water purifier	<b>C-VIII</b>
9	Computer, Printer, Scanner, Laptop, Server, Touch Screen	<b>C-IX</b>
10	<b>UPS</b> (online & offline) ( Different rating / capacity)	<b>C-X</b>
11	<b>Printing work</b> (Leaflets, Visiting cards, Invitation Cards, Certificates, Coupons, Forms, Plate making for offset printing etc.)	<b>C-XI</b>
12	Office Stationeries	<b>C-XII</b>
13	Computer Stationeries	<b>C-XIII</b>
14	Computer Accessories	<b>C-XIV</b>
15	Inverters , Generators and Stabilizer	<b>C-XV</b>
16	<b>Air cooler</b> (Room & Desert)	<b>C-XVI</b>
17	Sophisticated Research Equipments & Laboratory Equipments	<b>C-XVII</b>
18	PA System Complete	<b>C-XVIII</b>
19	Video Camera & Digital Camera	<b>C-XIX</b>
20	CCTV with all accessories and fitting work	<b>C-XX</b>
21	Video Shooting & Photography	<b>C-XXI</b>
22	Voice Recorder with fittings and installation	<b>C-XXII</b>
23	Green Board, Notice Board, White Board, Lecture Stand	<b>D-I</b>
24	Linonium & curtains ( with Fittings)	<b>D-II</b>
25	Carpentry materials	<b>D-III</b>
26	Sanitary & water supply drainage line materials	<b>D-IV</b>
27	Hume pipe & other cement concrete product (like-garden Benches, sluice gate, poles etc.)	<b>D-V</b>
28	<b>Building materials</b> (like- cement, gitti, moorum, sand, earth steel, steel GI sheet, asbestos sheet, angle, bricks, marble, kota, Rajasthan, glass, fiber sheet, tiles, stone-dust etc.)	<b>D-VI</b>
29	False ceiling & paneling works	<b>D-VII</b>
30	Aluminum section, Aluminum partition work	<b>D-VIII</b>
31	PVC Doors, frames, partitions etc.	<b>D-IX</b>
32	Sub-mersible pump, Hand pump and its accessories.	<b>D-X</b>
33	Welding & Fabrication Works	<b>D-XI</b>
34	Water proofing materials & water proofing works	<b>D-XII</b>
35	Tent-shamiana work	<b>D-XIII</b>
36	Light decoration, mike arrangement	<b>D-XIV</b>
37	Electric Fans ( Ceiling, Table, Exhaust, Wall mounted etc.)	<b>E-I</b>
38	Lights, CFLs and other luminaries.	<b>E-II</b>
39	Switches and Electrical accessories	<b>E-III</b>
40	Wires, cables and circuit protection devices etc	<b>E-IV</b>
41	Fire Extinguisher & Fire Extinguisher refilling	<b>E-V</b>
42	Earth Excavation & Hauling work	<b>E-VI</b>
43	Sports equipment	<b>E-VII</b>
44	Catering Services	<b>E-VIII</b>
45	Painting work	<b>E-IX</b>
46	Paint & Painting Materials	<b>E-X</b>

Note: University reserves all the rights to modify or add any or all the categories as per the requirement of the university from time to time.

## **6: TERMS & CONDITIONS FOR VENDOR REGISTRATION / EMPANELMENT, AS A SERVICE PROVIDER/ SUPPLIER**

### **6.1) GENERAL CLAUSE**

6.1.1. The said registration, only qualifies a particular vendor for consideration for issue of tender papers in case of limited tenders for relevant category only for which vendor is registered /empanelled. However, this will not give any claim to the party for award of work/ purchase order.

6.1.2. Registered & Empanelled Vendors Manufacturers/Suppliers/service providers related with Furniture & Laboratory Equipments shall be rate contracted for one year. However these vendors shall be treated at par with other empanelled vendors for various category of items.

6.1.3. GGV reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of GGV, 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 GGV.

6.1.4. Incomplete application without support of documentary evidences are likely to be rejected.

6.1.5. Vendors who are already registered in the university are also required to submit a fresh applications along with the cost, fee as per the new registration format so that the credentials and other details can be updated at our end. The vendors are required to submit a separate letter of request along with the application for registration to adjust the fee if the firm has already deposited the registration fee earlier in the current financial year.

6.1.6. The applications for registration can be collected from stores section and can also be down loaded from the university website: [www.ggu.ac.in](http://www.ggu.ac.in)

6.1.7. All the applications must be accompanied by the DD for the cost of application form if down loaded from the university website otherwise may also accompany the receipt of university stores challan if collected from the store section.(please see clause 4.4, 4.5 & 4.6)

6.1.8. The applicant shall indicate the reference code/s of category of items under which they seek registration failing which GGV reserves the right to reject the application.



6.1.9. A team of officials representing Purchase, Finance, and Indenting Department or as decided by the competent authority of GGV may visit the vendors facility, if required, before vendor's empanelment or at any time before purchase order is placed as per requirement & procedure of GGV.

6.1.10. Once empanelled as a vendor, all the Vendors will be assigned a Vendor Code and the same shall be communicated.

6.1.11. Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of GGV and keep the university informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.

6.1.13. Normally sufficient notice will be given to vendors for submission of quotations. Under special circumstances, GGV reserves the right to give short-notice tenders/enquiries to the empanelled vendors for specific category of items / work.

6.1.14. Two-part tendering is done where technical screening/clear technical specifications are not available. In such cases vendors will be asked to submit both techno commercial and price bids separately. Price bids of technically accepted bids only will be opened.

6.1.15. Vendor's failure to participate in bids shall be viewed seriously and two consecutive failures may lead to their disqualification from the vendor panel.

6.1.16. Repeat orders may be placed without inviting fresh bids on suppliers/ contractors/ service for a quantity not exceeding 100 % of the original order within a period of one year, if the vendor agree to supply items provide service.

6.1.17 All empanelled VENDORS shall have to enter into a written agreement with GGV for honoring all TERMS & conditions of GGV and adherence to all aspects of fair trade practices in executing the purchase orders/ work orders placed by GGV from time to time during the registration period. All the expenses to be incurred in executing the agreement & its formalities shall be borne by the firm / vendor only.

6.1.18 In the event of an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the GGV, should be passed on for compliance by the new company in the negotiation for their transfer.

6.1.19 If the name of the product is changed, the renamed product should be equivalent or superior in technical specifications of empanelled category of item.

6.1.20 Registered firms are required to keep GGV Stores authority informed in writing, about the changes in their product specification or dis-continuation of production of any item for which they stand registered. This intimation is to be given within a period of 15 days from the date of such change or discontinuation

6.1.21 Registered firms are required to furnish all the documents having specific validity periods like BIS licence, lease agreement, Agreement with the principal/manufacturers to registering authority as and when they become due. Separate application shall be made for each such unit, where a firm has more than one manufacturing units. Requests for change in the name of a firm and/or their office address should be addressed to the Registrar, GGV, Bilaspur, enclosing the original registration certificate and duly supported by documentary evidence. In the event of any change in the constitution of the firm or in the location of their manufacturing works, the registration with GGV shall lapse. The firm should surrender the original registration certificate in such cases and apply for registration afresh.

6.1.22 In case any applicant refuses to sign empanelment within seven days of communication from GGV, the application would be treated as withdrawn and the firm's EMD, other fee, will be forfeited by GGV. Such defaulting vendors may also be debarred from participating in all the procurement of GGV for a period of three years from the date of debarring.

6.1.23 In case of empanelled vendor is found in breach of any terms & condition(s) of GGV 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 GGV, besides debarring and blacklisting the vendor concerned for at least three years, for further dealings with GGV.

6.1.24 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 and forfeiture of Security deposit.

**6.1.25 Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed in the central purchase committee meeting to be held time to time, shall be entertained for various queries.**

6.1.26 Registered firms are to abide by all the terms & Conditions contained in the documents and any other condition which the GGV in the interest of the university may add or alter.

6.1.27 It is obligatory on the part of the registered firms to furnish performance statement of GGV every year indicating all orders placed on them.

6.1.28 All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier.

6.1.29 In all future correspondence with GGV, empanelled vendors are required to quote the Registration No.

6.1.30 Whenever registered firms are required to produce copy of their registered certificate, copy of the original certificate complete with all the amendments including additions/deletions etc is made their after shall be produced.

6.1.31 The GGV has all the rights reserved to add / delete / alter any of the items and to amend / 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.

## **6.2) PRICE VARIATION CLAUSE**

During the validity of the empanelment including the extended period, if any, **if the vendor sells any empanelled item** to any other department / Organization at a price lower than the price fixed for GGV, the vendor must voluntarily pass on the price difference to GGV with immediate effect. Similarly, in the event of lowering of Government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to NICSI, and in the event of increasing of Government taxes/ levies subsequent to the finalization of the panel, GGV shall consider the case on merit and the pro-rata benefits to the vendor if full reference with documentary evidence is submitted.

## **6.3) INDEMNITY**

The selected vendor shall indemnify the GGV/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. GGV/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.

## **6.4) FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

## **6.5) TERMINATION FOR DEFAULT**

a) 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 thereof granted by GGV. ii) If the vendor fails to perform any other obligation(s) under the empanelment

b) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from GGV (or takes longer period in spite of what GGV may authorize in writing), GGV may terminate the empanelment /purchase order in whole or in part. In addition to above, GGV may at its discretion procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting vendor shall be liable to compensate GGV for any extra expenditure involved towards goods and services to complete the scope of work in totality or 8.5% of the total value of purchase order as cancellation charges which ever is higher.

c) GGV may at any time terminate the purchase order / empanelment by giving one month written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent

## **6.6) ARBITRATION**

a) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abundant or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.

b) If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Vendor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

c) Venue of arbitration shall be Bilaspur (Chhattisgarh) only.

d) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

e) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.

f) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.

g) The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

## **6.7) APPLICABLE LAW**

a) The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

b) All disputes in this connection shall be settled in Bilaspur (Chhattisgarh) jurisdiction only.

c) GGV reserves the right to cancel or modify the requirement without assigning any reasons. GGV will not be under obligation to give clarifications for doing the aforementioned.

d) GGV reserves the right that the work can be allocated to any of the empanelled vendors in the interest of the university without assigning any reason.

e) GGV also reserves the right to modify/relax any of the terms & conditions of the tender.

f) GGV, without assigning any further reason can reject any tender(s)/ purchase order / work order in which any prescribed condition(s) is/are found incomplete in any respect.

g) GGV also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the item and infrastructure of the firm. Bidder(s)are, therefore, directed to submit when required by GGV the tender carefully along with complete technical features of the item as well as other documents required to access the capability of the firm.

## **6.8) Documents to be furnished by Indian firms with applications for registration:**

i) A copy of the Partnership Deed and extracts from Registrar of Firms in Form A or equivalent(In case of Partnership concern).

ii) A copy of the Certificate of Incorporation along with articles of association and Memorandum (in the case of a Limited Company).

iii) Copies of ownership documents in respect of firm's factory and plant and machinery installed therein (in respect of manufacturers) together with copies of valid agreements in case of utilisation of factory of others.

iv) A General Power of Attorney(GPA) together with a copy of the Resolution of Board of Directors (in case of companies) when the application is signed by a person other than the Proprietor, Partners, Managing Director/Director as the case may be.

v) Copies of the last three years' Annual Report indicating the profit and loss account and Balance Sheet.

vi)Permanent Registration with Director of Industries of the State if the firm is an SSI Unit or Acknowledgement of the Memorandum submitted to S.I.A. of Ministry of Industry in case of Non-SSI Units.

vii) Technical Papers: The manufacturing units are to furnish full information of the technical know how, manufacturing facilities, Quality Assurance facilities, Technical and skilled manpower available, the items and the standard specifications to which the registration sought, copies of licences of statutory authorities and type test certificates as applicable for the items in the prescribed format.

viii) Firms's current Income-tax Clearance Certificate (ITCC) in case of partnership and limited concerns and proprietor's current ITCC in case of proprietorship concerns.(Note: ITCC shall however not be required at the time of registration in the category of Manufacturers as the same is required to be verified by the purchase officers before the award of contracts. A note to this effect should be given in the Registration Certificate).

ix) Performance Statement

x) Affidavit regarding banning

xi) Agency agreement giving details of agency commission and confirmation of acceptance of payment in rupees (in respect of Indian Agents of foreign manufacturers).

xii) For the registration of an Indian firm as authroised agent/distributor, the firm shall furnish agency agreement and the undertaking from the manufacturers as well as from their own side as per the following details. Registering authorities will accept only notarised copies of the various agreements/undertakings to be furnished by the Manufacturers and authorised Agents/Distributors).

**The manufacturers :**

a) that he does not have sufficient marketing arrangements in respect of the specified territory or set of items to participate in Central Government/DGS&D / GGV Purchases.

b) that he will accept the responsibility for the satisfactory execution of orders placed on the authorised agents/distributors.

c) that he will provide requisite inspection and testing facilities at his works in respect of orders placed on authorized agents/distributors.

d) that the authorised agents/distributors price will not exceed that which the manufacturer would have quoted.

e) that the manufacturer will declare the quantum of commission or the margin of profit to which authorised agent/distributor is entitled.

f) that the request for inspection against a contract submitted by the agents/distributors would be accompanied by a certificate from the manufacturer that the stores covered under the request have been manufactured by them and the stores offered and supplied would bear the trade mark of manufacturer.

**Authorized agents/distributors :**

a) that he will be responsible for all the contractual obligations including quality aspects, replacement of parts/items and warranty/guarantee obligations.

b) that he will be responsible for providing after-sale service where necessary.

c) that he will indicate besides the quoted prices, the manufacturer's price to him.

(Note: registering authorities will accept only notarized copies of the various agreements/undertakings to be furnished by the Manufacturers and authorized Agents/Distributors).

**6.9) Documents to be furnished by foreign firms with applications for registration:**

i) One set of catalogue, price list etc of the products manufactured.

ii) A capacity report from any of the inspection agencies recognized by the Government of the country of the Manufacturer. in case of any doubt regarding the status of the inspection agency that has submitted the capacity report a reference will be made to the Embassy or the representative of the country concerned in India. However, if the information about the firm is available from Dun-Bradstreet Reference Book or in other similar reference book, the same may be accepted in lieu of capacity report as above. Special reports may, however, be called from the Indian Missions in important cases.

(iii) For registration of Indian agents of foreign manufacturers, the agency agreement between the foreign manufacturer and the Indian agent giving details of agency commission and confirmation of acceptance of payment in Indian Rupees.

**6.10) Communication of deficiencies of firms:**

In cases where the firm is not considered capable and registration cannot be granted, GGV would communicate the deficiencies or shortcomings direct to the firms. This intimation would be dispatched by registered post to the applicant firm..