

THE CHANDRAPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD., CHANDRAPUR

HEAD OFFICE, CIVIL LINES, NAGPUR ROAD. CHANDRAPUR

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Terms & Conditions for Vendor Registration / Empanelment as a Supplier

1. General Clause

1.1. The said registration qualifies a particular vendor for consideration for issue of Enquiry papers in case of limited enquiries 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.

1.2. The Chandrapur DCC Bank reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of The Chandrapur DCC Bank 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 The Chandrapur DCC Bank.

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

1.4. Two-part Enquiry 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.

1.5. This document is treated as a valid contract between The Chandrapur DCC Bank and Vendor and adherence to all aspects of fair trade practices in executing the purchase orders / work orders placed by The Chandrapur DCC Bank from time to time during the registration period.

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

1.7. The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form without prior permission, in writing, from VSPM. 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.

1.8. 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 The Chandrapur DCC Bank, empanelled vendors are required to quote the Registration No.

1.9. The Chandrapur DCC Bank 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.

2. 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 The Chandrapur DCC Bank, the vendor must voluntarily pass on the price difference to The Chandrapur DCC Bank with immediate effect.

3. Indemnity, the selected vendor shall indemnify The Chandrapur DCC Bank 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. The Chandrapur DCC Bank / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the orders.

4. Termination for Default

4.1. 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 order or any extension thereof granted by The Chandrapur DCC Bank.

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 The Chandrapur DCC Bank.

4.2. 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 The Chandrapur DCC Bank (or takes longer period in spite of what The Chandrapur DCC Bank may authorize in writing), The Chandrapur DCC Bank may terminate the empanelment/ Purchase Order in whole or in part.

5. Dispute Resolution:

All disputes shall be subject to Chandrapur, Maharashtra jurisdiction.

6. Declaration By Vendor

I/We confirm that

6.1. No employee or direct relation of any employee of The Chandrapur DCC Bank is in way connected as Partner / Shareholder / Director / Advisor / Consultant / Employee etc. with the Company.

6.2. The information furnished is correct to the best of my knowledge and belief.