APPLICATION FORM

Form No.: Cost Rs. 100.00

(Rs. One Hundred only) The Manager, Marketing Division, Rajasthan Rajya Sahkari Upbhokta Sangh Ltd. (CONFED), Jaipur Subject` Application for Registration for supply of items to the CONFED as per conditions of supply mentioned by the CONFED and enclosed herewith. Dear Sir, We are submitting the Registration form for the approval. (1) Name of Company/Distributor/Stockiest: (2) Address: (3) Telephone No(s): (4) Email: (5) The Registration fee amounting Rs. 5000.00 (Rs. Five Thousands only) which is Non-refundable

RAJASTHAN STATE CO-OPERATIVE CONSUMER'S FEDERATION LIMITED, JAIPUR (Marketing Section)

INFORMATION ABOUT THE MANUFACTURING-COMPANY/DISTRIBUTOR/STOCKIEST

- 1 Name & Address :
- Constitution i.e. Public Limited/ Private 2 Limited/ Partnership, Proprietorship etc.
- 3 Date of Establishment
- 4 Names & Address of Directors of Board/ 1. Partners/Proprietors
 - 2.
 - 3.
 - 4.
 - 5.
- 5 The Company/Distributor/Stockiest shall: furnish the following documents at the time of given offer
 - 1-Attested copy of Partnership Deed in case of Partnership Firms.
 - 2-Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - 3-Address of residence and office telephone number in case of proprietorship.
 - 4-Registration issued by Registrar of companies in case of Company
 - 5-Income tax/PAN No./GST and I.T. Clearance Certificate.
 - 6-If offerer is Manufacture, Certificate regarding Mfg. Unit.
 - 7-Is offerer is an authorized Dealer/Distributor/Sole Selling/ Mkt. Agent; Attested copy of such document issued by the Co.
- 6 Whether Manufacturing in own name or under loan license if so please give full details
- 7 Whether the Company is registered with

D.G.S. & D. Govt. of India. If yes, Photostat copy of registration be enclosed

8 Address & Location of Manufacturing Unit

9 Persons employed in Manufacturing Unit

a) Supervisor Capacity

b) Workmen Capacity

Turnover of Last three Year Turnover (Rs.) 10 Year

RAJASTHAN STATE CO-OPERATIVE CONSUMER'S FEDERATION LIMITED, JAIPUR (Marketing Section)

FILL IN THE FOLLOWING INFORMATION -COMPANY/DISTRIBUTOR/STOCKIEST

The Federation desires to be appointed as :

1

	us have you terms & conditions for the same.	
	In case your answer to Q.No. 1 is 'Yes' please give the following details. in case your answer to Q.No. is 'No' please see Annexure-C	
2	Do you agree to replace or refund full cost of Damaged Goods.	
3	Do you agree to take unsold goods and either of refund full cost.	:
4	Do you agree to allow to the Sangh all free bonus/ Incentive schemes/Rates floated from time to time and keep the Sangh regularly informed of the same.	:
5	Do you undertake to meet the demand of the Sangh on priority basis.	::
6	What will be the terms of payment and credit facility to be allowed to this Federation.	:

<u>Declaration regarding Qualifications—</u> <u>COMPANY/DISTRIBUTOR/STOCKIEST</u>

	In relation to my/our offer form submitted to RAJASTHAN RAJYA SAHAKARI UPBHOKTA H LTD. MARKETING DIVISION (CONFED) for Supply of		
1.	I/we possess the necessary professional, technical, financial and managerial resources and competence required to complete the work.		
2.	I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified from time to time.		
3.	I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affair administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;		
4.	I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding or not have been otherwise disqualified pursuant to debarment proceedings;		
5.	I/we do not have a conflict of interest as specified in the Act and Rules, which materially affects fair competition.		
Date:	Signature		
	Name		
	Designation		
	A 11		

STATEMENT OF PAST SUPPLIES AND PERFORMANCE— COMPANY/DISTRIBUTOR/STOCKIEST

Calendar Year	S. No.	Order Placed by (full address of	Order No and Date	Description and quantity	Date of completion of delivery		Remarks indicating
		Purchaser with telephone & Fax No.)		of Supply	As per contract	Actual	reasons for late delivery, if any
1	2	3	4	5	6	7	8
2017-18							
2018-19							
2019-20							
2020- 21(till date)							
Date :				Signature	;		
Place :				Name			
				Designati	on		

ANNUAL TURNOVER STATEMENT--COMPANY/DISTRIBUTOR/STOCKIEST

1	Four years are given below and cer		
S.No.	Financial Y	ear	Turnover in Rs.
1	2017-18		
2	2018-19		
3	2019-20		
4	2020-21(till date)		
	Average turnover		
Γhe Min	num Turnover imum Turnover should be Rs.50,00 ed Financial Year.	00,00/Annum either in Av	verage or in any of the abo
The Min nentione	imum Turnover should be Rs.50,00		verage or in any of the abo
Γhe Min mentione Date:	imum Turnover should be Rs.50,00ed Financial Year.	Signature of A	,
Γhe Min mentione Date:	imum Turnover should be Rs.50,00ed Financial Year.	Signature of A Chartered Acc (Name & Add	.uditor/Seal

AFFIDAVIT REGARDING COMPLIANCE TO TERMS & CONDITION – COMPANY/DISTRIBUTOR/STOCKIEST

M/s

suppl	I/we confirm that I/We are authorized to ly goods to CONFED	submit offer form on behalf of the firm to	
condit specif	by confirm unconditional acceptance and itions as mentioned in offer form including	amendments (wherever applicable). I/Wed compliance to abide by all its terms& ng technical particulars. Detailed technical conditions and general terms & conditions very without any deviations whatsoever:	
1.	I/We also confirm acceptance of the all general terms & conditions of the Rajastha Transparency in public Procurement Act, 2012 & Rules 2013 (with all amendment from time to time).		
2.	I/We certify that the prices quoted are competitive and without adopting any unfair/unethical means in including cartelization.		
3.	I/We certified that firm has not been banned by any Government Department of the State/PSU from business dealings.		
4. I/We also certified that the information given above is factually correct, to nothing material has been concealed.		given above is factually correct, true and	
Date :		Signature	
		Name	
	I	Designation	
		Address:	
	-		

UNDERTAKING – COMPANY/DISTRIBUTOR/STOCKIEST

I/We have clearly understood all the terms and conditions of offer form and agreement etc. and agree to undertake the supply of goods as specified by CONFED.

I/We will assure that I/We will strictly abide by the terms and conditions of the Rajasthan Transparency in public Procurement Act 2012 & Rules 2013 (with all amendments from time to time). and the instructions issued by the CONFED.

I/We are enclosing the following documents:

- 1. Three samples of specified goods. (Where applicable),\
- 2. Affidavit attested by a notary to that effect that the I/We has no past or present criminal record with the Police/Vigilance of CS Deptt./Vigilance and Enforcement Deptt. Govt. of Rajasthan or Govt. of any other state/Govt. of India.
- 3. Affidavit stating that I/We or any of the partners or Representatives were never blacklisted any Corporation/Central Government/any State Government/any Union Territory/State Agency at time or involved in Criminal Case.
- 4. Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Firm/in case of Company copy of Memorandum & Articles of Association.
- 5. Copy of the Registration Certificate, if it is firm/Limited Company/Pvt. Ltd.
- Copy of Registration Certificate under GST Act renewed up to date. 6.
- 7. Copy of the Registration Certificate with Excise Department (if applicable).
- 8. Copy of the Trade License issued by the competent authority.
- 9. Copies of the Income Tax returns for last three years with final A/c's
- 10. Registration Certificate for quality certification by ISO/BIS/ISI or other certificate issued by competent Agency.
- 11. In case of Manufacturing unit copy of Registration certificate issued by competent Agency.

I/We hereby affirm that the CONFED is at liberty to take action against me/us as per the terms and conditions of Rajasthan Transparency in public Procurement Act 2012 & Rules 2013 (with all amendments from time to time), if the above said statement proves to be wrong at any point of time

Date :	Signature
	Name
	Designation
	Address:

शपथ पत्र

	राजस्थान राज्य सहकारी उपभोक्ता संघ लि. जयपुर एवं मैसर्स		
के बी	चि यह अनुबन्ध निष्पादित किया जाता है जिसकी मुख्य शर्ते निम्नानुसार	· होगी:—	
1.	मैं / हमारे द्वारा कॉनफैंड को आपूर्ति करने में राजस्थान लोक उपापन 2012 एवं नियम, 2013 (तथा समय—समय पर उक्त में किए गए परिव जायेगी। मेरे द्वारा ऑफर फॉर्म के साथ Annexure 'A' से Annexure ' किए जा रहे है।	ार्तन) की पूर्ण पालना की	
2.	कम्पनी / डिस्ट्रीब्यूटर / स्टाकिस्ट द्वारा दिए गए जाने वाले डिस्काउन्ट		
3.	कम्पनी/ डिस्ट्रीब्यूटर/स्टाकिस्ट द्वारा दिए गए उत्पादों की सम डिस्ट्रीब्यूटर/स्टाकिस्ट की होगी।	स्त जिम्मेदारी कम्पनी/	
4.	डिस्काउन्ट अधिकतम दिया गया है तथा दरें न्यूनतम है।		
5.	उत्पादों में खराबी होने पर बदलकर देना होगा।		
6.	जो उत्पाद सप्लाई किए गए है उनकी क्वालिटी, स्पेसिफिकेशन आ कम्पनी/ डिस्ट्रीब्यूटर/स्टाकिस्ट की होगी।	दि की समस्त जिम्मेदारी	
7.	उक्त शर्तो के उल्लंधन की स्थिति में शास्ति लगाने हेतु संध अधिकृत	होगा ।	

CONDITIONS OF SUPPLY

Note: Suppliers should read these conditions carefully and comply strictly while sending their offers.

- 1. Offers must be enclosed in a properly sealed envelope according to the directions given in the offer notice.
- 2. Offers by bona-fide dealer: Offers shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the offer form.
- 3. (i) Any change in the constitution of the firm, etc. shall be notified forthwith by the supplier in writing to the purchase committee and such change shall not relive any former member of the firm, etc. from any liability under the contract.
 - (ii) No new partner/partners shall be accept in the firm by the supplier in respect of the contract unless he/they agree to abide by all its terms, condition and deposit with the purchase committee a written agreement to this effect. The suppliers receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the contract.
- 4. GST Registration and clearance certificate: No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall submit the offer. The Sales Tax Registration Number should be quoted and sales tax clearance certificate from the Commercial Taxes Officer of the circle concerned shall be submitted without which the offer is liable to rejection.
- 5. Income Tax clearance certificate suppliers will have to submit an Income Tax clearance Certificate from the Income Tax Officer of the circle concerned along with the offers without which offer may not be considered.
- 6. Offer forms shall be filled in ink or typed. No offer filled in pencil shall be considered. The offers shall sign the offer form at each page and at the end in token of acceptance all the terms and conditions of supply.

CONDITIONS OF SUPPLY

- 7. Rates shall be written both in words and figures. There should not be errors and/or over writings corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan state sales Tax and central sales tax separately.
- 8. All rates quoted must be FOR destination and should included all incidental charges, GST which should be shown separately. In case of local supplies the rates should include all taxes, etc. and no cartage and transportation charges will be paid by the Sangh and the delivery of the goods shall be given at the premises of confed or any place indicated by CONFED. Supplier will pass no all such schemes/ discounts/bonus/benefits etc. given/offered by companies from time to time.
- 9. Validity: Validity of the offer given by the offerer must be mentioned in the offer.
- 10. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size made and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall before signing the contract, refer the same to the purchase committee and get clarifications.
- 11. The supplier shall not assign or sub-let his supply or any substantial part thereof to any other agency.

12. Specifications:

- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the offer form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specification and should bear such marks.
- (ii) The supply of articles marked with asterisk/at serial number______ shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of the Purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding the suppliers.

CONDITIONS OF SUPPLY

- (iii) Warranty/Guarantee clause : The supplier would given guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchase and that notwithstanding the fact that the purchase committee might have inspected and/or approved the said goods/stores/articles, during the aforesaid period of one year the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final committee and conclusive), the purchase Officer will be entitled to reject the said goods/stores/articles or such portion, thereof as a may be discovered not to conform to the said description and quality, on such rejection the goods/stores/articles will be at the suppliers risk and all the provisions relating to rejection of goods, etc. shall apply. The offers shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by the purchase committee, otherwise the offerer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this supply or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the offerer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The offerer shall also replace, machinery and equipments in case it is loud defective which cannot be put to operation due to manufacturing defect, etc.
- (v) In case of machinery and equipment specified by the Purchase Committee the offerer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The offerer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments

CONDITIONS OF SUPPLY

whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase Committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

13. Inspection:

- (a) The Purchase Committee or his duly authorized representatives, shall at all reasonable time has access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The supplier shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- 14. Samples, Supplies for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the supplier.
- 15. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the supplier and serial number of the item, of which it is a sample in the schedule.
- 16. Suppliers when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specification as a result of such tests.

CONDITIONS OF SUPPLY

18. Testing Charges: Testing charges shall be borne by the Sangh. In case urgent testing is desired to be arranged by the supplier or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the supplier.

19. Rejection:

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the supplier at his own cost within the time fixed by the purchase Committee.
- (ii) If, however, due to exigencies of the Sangh work, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the supplier being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- 20. The rejected articles shall be removed by the Company within 15 days of intimation of rejection, after which purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's risk and on his account.
- 21. The supplier shall be responsible for the proper packing so as to avoid damage under normal conditions of transport and delivery of the material. In good condition to the consignee at destination. In the event of any loss damage, breakage or leakage or any shortage the supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee No extra cost on such account shall be admissible.
- 22. The contract for the supply, can be repudiated at an time by the purchase committee, if the supplies are not made to his satisfaction after giving an opportunity to the supplier of being heard and recording of the reasons for repudiation.
- 23. Direct or indirect convicting on the part of the supplier or his representative will be a disqualification.

CONDITIONS OF SUPPLY

24. Insurance:

(i) The goods, will be delivered at the destination godown. In perfect conditions. The supplier, if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood ,under exposure to whether or otherwise viz., (war, rebellion, riot, etc.) The insurance charges will be borne by the supplier and the Sangh will not be required to pay such charges, if incurred.

25. Payments (If Approved on Regular Basis)

- (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers. By rail/reputed goods transport companies, etc. and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not give to the offerer.
- (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the supplier to the office. After receiving bills, they will be checked and passed by concerned officers then payment will be made.
- (iii) In case of disputed items, 10 to 25% of the amount shall be held and will be paid on settlement of the dispute.
- (iv) Payment in case of those goods which need testing shall be only when such tests have been carried out, test results recorded conforming to the prescribed specification.
- (v) Complete payment will be made only after the receiving of full payment from the party.

26. Payments (If Approved on Consignment Basis)

If supplier is approved on Consignment Basis Payment of goods be made after sale of such goods from the Sangh's Sales counter and obtaining such certificate from Salesman and supervisions. Unsold items will be taken back by supplier within three days at this cost, intimation given CONFED in this regard.

CONDITIONS OF SUPPLY

- 27. (i) The time specified for delivery in the offer form shall be deemed to the essence of the contract and the successful supplier shall arrange supplies within the period on receipt of the firm order from the Purchase Committee.
 - (ii) Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of items which the supplier has failed to supply.
 - (1) (a) delay up to one fourth period of the prescribed delivery period 2 ½ %
 - (b) delay exceeding one fourth but not exceeding half of the prescribed period 5%
 - (c) delay exceeding half but not exceeding three fourth of
 the prescribed period.
 - (d) delay exceeding three fourth of the prescribed period 10%
 - (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated it is less than half a day.
 - (3) The maximum amount of liquidated damages shall be 10%
 - (4) If the supplier requires an extension of time in completion of contract supply on account of occurrence of any hindrance, he shall apply in writing to authority which has placed the supply order, for the same immediately occurrence of the hindrance but not after the stipulated date of completion supply.
 - (5) Delivery period may be extended with or without liquidated damages delay in the supply of goods is on account of hindrances beyond the control supplier.
- 28. Recoveries: Recoveries of liquidated damages, short supply, broken, rejected articles shall ordinary be made from bill. Amount may also withheld to the extent of short supply, breakages, rejected articles and case of failure in satisfactory replacement by the supplier along with the CONFED. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any

CONDITIONS OF SUPPLY

- 29. If a supplier imposes conditions which are in addition to or in conflict the conditions mentioned herein, his supply is liable to summary rejected. In any case none of such conditions will be deemed to have been accept unless specifically mentioned in the letter of acceptance of offer issued the Purchase Committee.
- 30. The Purchase Committee reserves the right to accept any offer necessarily the lowest, reject any offer without assigning any reasons accept offer for all or anyone or more of the articles for which offerer have been given or distribute items of supply to more than one firms/supplier.
- 31. The supplier shall furnish the following documents at the time of given offer
 - (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office telephone number in case of proprietorship.
 - (iv) Registration issued by Registrar of companies in case of Company
 - (v) Income tax/PAN No. and I.T. Clearance Certificate.
 - (vi) Sales Tax Registration number and Sales Tax Clearance Certificate.
 - (vii) If offerer is Manufacture, Certificate regarding Mfg. Unit.
 - (viii) Is offerer is an authorized Dealer/Distributor/Sole Selling/Mkt. Agent; Attested copy of such document issued by the Co.

32. Responsibility:

As CONFED is purchasing articles for re-sale purpose to its customer. Any complaint received/amount claimed by day customer, under any Act like Consumers Protection Act, 1986, Adulteration Act, Indian Penal Code or an other act applicable in India. All responsibilities /damages claimed etc. will be born by the supplier. The supplier will be completely responsible for these matters.

CONDITIONS OF SUPPLY

33. If any dispute airs out of the supply with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this supply and whose decision shall be final.

I/We have carefully read the condition of supply mentioned from Page No. 11 to 19 (Total 33 conditions) and understood the same and signed it. I/We will strictly comply these conditions laid down by CONFED from time to time.

Encl :	Signature of Offerer
Date :	Name
Place :	Address

DECLARATION BY OFFERER

I/We declare that I am/we are bonafide/manufacturers/whole sellers/sole distributor/stockiest/authorised dealer/sole selling/marketing agent in the goods/items/equipments for which I/We have offered

I this declaration is found to be incorrect then without prejudice any action may be taken (Attested copy of above relevant certificate is enclosed).

Signature of Offerer

I/We have carefully read the condition of supply mentioned from Page No. 1 to 19 conditions on Page 11 to19) and understood the same & signed it and will be included in the Agreement. I/we will strictly comply these conditions and any other condition laid down by CONFED from time to time

Encl:	Signature of Offerer
Date :	Name
Place :	Address

Signature of Offerer