

Kerala State Industrial Enterprises Limited

(A Public sector undertaking under the Govt. of Kerala)
St. Joseph's Press Buildings, Cotton Hill Trivandrum – 695014

APPLICATION FOR EMPANELMENT OF VENDOR

[Appendix – A]

1. Name & address of the Corporate Office/ :
Regional Office with Pincode,
Phone No. & Mobile No.
E-mail, Web address

2. Name & full address of the Production Centre/ :
Plant with Pincode
Phone No. & Mobile No.

3. Authorized Person's Name & address :
with authorization letter
Proprietor (if proprietorship)
Managing Partner or Partners (if partnership)
Managing Director (if company)

4. Details of Partnership/Proprietor/Company :
(Enclose copy of partnership deed, Registration
Certificate from Registrar of Companies in case
of Company)

5. Company/ MSME Registration No. :
(Enclose attested copy of Certificate Part I & II
in case of MSME)

6. (a) VAT & CST Registration No. :

(b) Service Tax Registration No. :

7. PAN Number :
(Enclose attested copy)

8. In case of Company, audited balance sheet for :
last financial year with seal & signature
(Enclose attested copy by Chartered Accountant
with seal & signature)

9. List of Machines & Production capacity/ :
Trading capacity
(Enclose the list if any)

10. (a) Specific details of product with Brand Name/ :
Product Supplied
(Enclose list of items & service with seal &
signature, if any)

(b) Authorization letter from Original Manufacturer:
in case of Supplier/ Agencies, if any

11. Brochure/ other supporting technical documents, :
if any
12. Annual Turnover for the past 3 financial years :
13. Date of Incorporation :
14. (a) Have you ever carried out product distribution :
 \ work outside Kerala
(b) If so, give details
15. A brief profile of the Company :
(enclose brief note)
16. Details of quality certificates obtained :
(Copy to be enclosed if any)
17. Name & Address of your bankers :
Full Address
Account No.
IFS Code
RTGS A/c No.
18. Have you any liability to Financial Institution :
if so, furnish details
19. Have you been debarred/ blacklisted by any :
Department for supplying your products to it.
If so, give details
20. Any other information which you consider to be :
relevant
21. If approved for empanelment whether you are :
willing to enter into MOU/ agreement with KSIE
as per KSIE terms and conditions:

I / We hereby declare that I / We have read the rules of KSIE attached with the application regarding the Empanelment and that the information furnished above are correct. I / We also agree to abide to the rules of KSIE, terms and conditions of the Purchasing department of KSIE from time to time. I also undertake that my empanelment registration can be cancelled at any stage if the information furnished is found not true.

Signature of the Applicant:

Signature of Proprietor (if proprietorship)
Managing Partner or partners (if partnership)
Managing Director (if company)

DOCUMENTS TO BE PRODUCED ALONG WITH APPLICATION (a to n)

- a. Application form duly filled and signed by applicant (Proprietor/Managing partner for partnership firms, Managing Director/authorized signatory for companies)
- b. Self attested copy of Company Corporate/MSME Registration Certificate- part I &II from District Industries Centre.
- c. Self attested copy of Proprietor/partnership deed /Company registration certificate from Registrar of Companies.
- d. Self attested copy of K Vat Registration Certificate or service tax registration.
- e. Audited balance sheet for the last financial year.
- f. Self attested copy of PAN
- g. Brief profile of the company, Product catalogue, brochures, Technical Documents if any
- h. Quality certificates if any
- i. Warranty Certificate from manufacturer / dealer concerned stating all the products and services.
- j. Inspection Report of the Unit from the Manager / Special Officer of the KSIE
- k. 1000/- application fee (Non Refundable)by way of DD drawn in favour of KSIE Ltd, payable at TRIVANDRUM.
- l. Signed and sealed copy of Terms and Condition of KSIE.
- m. The validity of registration is One year from the date of approval & signing of Agreement.
- n. Test Certificate of all items in case of electrical items at the time of supply order.

TERMS AND CONDITIONS

Marketing Division of KSIE invites application for registration of Manufacturers/Suppliers/Traders for sales and marketing of their products in all the districts in Kerala. KSIE as an accredited agency aims to assist all government institutions who desire to procure items required by them at reasonable cost. KSIE will be marketing the products by way of:

1. Tender Marketing.
2. Display and sales of products through KSIE Business Centres.
3. Government department /Institutional Marketing and Retail Marketing

The Terms and conditions for the successful Empanelment is as follows:-

1. **Eligibility:**

Manufacturers/Suppliers and traders who have strong financial background are eligible to apply for registration with KSIE. However KSIE reserves the right to accept /reject registration to any unit, without assigning any reason whatsoever.

2. **Registration:**

1. The Manufacturers/Suppliers/traders/units desirous of getting registration under the scheme shall submit an application in the prescribed form in APPENDIX-A.
2. All the particulars required in the application form shall be furnished by the applicant, failing which the application is liable to be rejected.

3. **The following documents has to be submitted along with application**

- a) Application form duly filled and signed by applicant (Proprietor/Managing Partner for Partnership firms, Managing Director/authorized signatory for companies) with one year of experience in Production service /Commercial operation.
- b) Self attested copy of Proprietor/partnership deed /Company registration certificate from Registrar of companies
- c) Self attested copy of K Vat Registration Certificate
- d) Audited balance sheet and company pan card in case of Registered Company.
- e) Brief profile of the Company, Product catalogue, brochures, Technical documents if any.
- f) Rs.1000/- application fee (Non Refundable) by way of DD drawn in favour of KSIE Ltd, payable at Trivandrum.

- g) Signed and sealed copy of Terms and Condition of KSIE by the unit and agreement as per format in Appendix B executed on Rs.200/- Stamp paper
 - h) The validity of registration is One year from the date of approval & signing of Agreement.
 - i) The Sale Tax remittance certificate has to be submitted for renewal of registration every year.(No renewal fee required)
 - j) Test Certificate in case of Electrical items at the time of supply of order.
4. The KSIE shall have the right to request any applicant to produce any Certificates from any authorities as may be found necessary and relevant for considering the application.
 5. The Application form should be signed by the proprietor only in case of Proprietorship, Managing partner or Partners in case of Partnership and Managing Director in case of Registered Company by producing documentary evidence.
 6. Authorization letter has to be attached in Letter Head duly signed by partners in case of Partnership firms and Board Resolution of authorization in case of company.
 7. Co-operative societies/Units registered under Khadi and Village Industries, and other PSUs in Kerala can also register with KSIE for marketing their products.
 8. All the units must have completed one year of experience in manufacturing, service, commercial operation, in the respective field.
 9. The authorized officers of KSIE will have the right to inspect the unit, whenever found necessary before and after registration.
 10. The registered units shall not have the right to raise objections for registering other units, and decision of the KSIE with regard to registration will be final and binding on the Units.
 11. The registered units shall abide by the instructions issued by the KSIE from time to time.
 12. At any time of registration or after registration, if the units have furnished false/incorrect information their registration will be cancelled.
 13. KSIE reserves the right to cancel the registration of any erring Unit after giving them opportunity to submit their explanation, if any, for not cancelling the registration.
 14. If any units intentionally cause damage/loss/defame to KSIE such units will be blacklisted and registration will be cancelled.
 15. If any units have been blacklisted by Government such units registration will not be accepted and if registered their registration will be cancelled.

16. The Terms and Condition and general terms of Agreement can be modified as and when required by KSIE
17. The Marketing Division of the KSIE and its Nominated Officers / Managers shall participate in tenders floated by Government / Government Undertaking / Co-operative Sector / Private Sector etc. on behalf of the units registered with the Marketing Division as described above. The Nominated Officers as above / Managers, business centres before participating in such tenders either against notification or otherwise shall obtain from the registered units by communicating the particulars of tender in writing and the counter offer thus received will be verified / negotiated if any before finalizing the rates to be furnished in the Tender.
18. The registered unit at the request of the KSIE shall remit necessary EMD / Security Deposit as insisted upon by the purchaser/customer department from time to time. The amount so remitted shall be refunded without any interest to the Unit within one week after receipt of the application from them after finalizing the tender and awarding the order to the purchaser/customer department.
19. In case of Bank Guarantee insisted by the customer department, the unit if interested in tender through KSIE has to provide the required amount for obtaining Bank Guarantee as prescribed, by remitting the amount to KSIE by way of DD, Cheque or RTGS through unit account only. The Bank Guarantee amount will be refunded without any interest on receipt of Bank Guarantee relinquishment Order on completion of the Bank Guarantee period.
20. In case of Performance Guarantee the same has to be provided by the unit to KSIE on a back to back agreement basis and as per the terms of the Customer Department.
21. The Performance Guarantee, warranty, has to be provided to KSIE by the unit.
22. When the rates offered by the KSIE are accepted by the purchaser and order placed with KSIE, The Company shall have the right to distribute the work in full or part, among the registered units, depending their Financial, Area potential / Delivery facilities and Technical capacities to supply the items.
23. KSIE will have the exclusive right to add the appropriate service charges as applicable in each case to the rates quoted by the registered units while furnishing tender rate to the purchaser.
24. The Work Order once rejected or enquiries not responded will be treated as a disqualification of the registered units and thus the registration of such units are liable to be cancelled on continues rejection of orders .Units have to provide reason for non acceptance of orders in writing to the concerned officers of KSIE.
25. The registered units shall not correspond directly with the Purchaser or participate in the tender in which KSIE is participating and any violation of this condition will lead to cancellation of Registration.

26. The quality and quantity standard has to be maintained without any fail as per the terms and condition and as per the order of the Customer Department.
27. In case of each items/product- wood/steel/hospital furniture, fabrication works and electrical work the technical specification and quality parameter, Quality control measures and certification adopted by KSIE has to be strictly followed
28. The Annual maintenance contract service will be based on the terms and condition of KSIE and the customer department and back to back agreement by unit and KSIE.
29. Customer complaint has to be attended on time and rectification/replacement has to be done within the guarantee period and after sales service has to be provided beyond the guarantee period at a prescribed cost through KSIE to ensure proper customer care.
30. The units shall execute an Agreement with the KSIE as may be required from time to time based on orders. The Rules, Instructions, Guidelines guarantee and conditions for the supply issued by the Purchase Department/customer department in each case shall be binding on the registered units.
31. KSIE shall have the right to impose penalty and the right to realize from the registered units, the loss, if any, sustained by the purchaser on violation of the conditions within, herein contained or any of the conditions that may be stipulated by KSIE or by the purchaser/customer department from time to time.
32. The registered units receiving supply order from the KSIE are liable to execute the orders in time and as per specification based on their supply order failing which, KSIE shall have the right to impose penalty and have the right to realize from them the loss sustained or claimed by the Purchaser/customer department.
33. Marketing Division/Business centres of the KSIE shall make the final payment to the units within seven days on receipt of the full value of invoices from the Purchaser after making deductions towards advances paid, interest due, cost of any raw material supplied, surcharge, and any other losses incurred due to non standard/change in specification/inferior quality/delayed delivery of supply by concerned units.
34. Each year renewal of registration has to be done by units by submitting sales tax clearance certificate, and the same is mandatory. There is no renewal charge. Those units that have not submitted sales tax clearance certificate their registration will not be renewed and the same will be stand cancelled.
35. The Supplier is liable to execute an Agreement with the KSIE in the form as prescribed in Appendix – B for the satisfactory performance of the Contract.
36. KSIE shall have the right to form consortium of units manufacturing same products and also to have a common brand name to compete in the Tenders floated by various Organizations and to distribute the orders thus received among the registered units according to the financial and technical capacity of the units.

37. The registered unit may apply to the Marketing Division / Managers of Business Centres to display and sell their products through Business Centres, but no units can claim for extending such facility to it as a matter of right. The decision of the KSIE in this regard will be final and binding on the registered unit.
38. The registered unit after getting confirmation from Marketing Division / Managers of Business Centres shall deliver the items in the Business Centres with a list containing relevant particulars pertaining of manufacturer and cost etc. of the items and the Manager shall issue receipt of acknowledgement of the items displayed to those units.
39. The Manager, Business Centres reserves the right to sell the products through credit/cash Sales.
40. The supplier units shall take back the items stocked if it is not sold within three months from the date of delivery within 7 days of receipt of such notice from the Marketing Division /Business Centres.
41. The Supplier unit is liable for free service during guarantee period and after sales – service of the items sold through KSIE or repairs to articles necessitated due to manufacturing defects. The member unit will be liable to KSIE for all costs and damages on account of any litigation that may arise as a result of poor quality / performance etc. of good / equipments supplied.
42. The units have to replace inferior quality product supplied if any without any additional cost during the guarantee period.
43. All legal disputes are subject to jurisdiction of Trivandrum Court only.

MANAGING DIRECTOR

[APPENDIX – B]

PRELIMINARY AGREEMENT WITH SUPPLIERS

THIS Memorandum of Understanding is made on the _____ day of ----- 2016 at Trivandrum by and between **Supplier**, having its registered office atKerala, INDIA, represented by itshereinafter referred to as **SUPPLIER** which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the first part

And

M/s Kerala State Industrial Enterprises Limited, a company registered under the Companies Act, 1956 and having its registered office at **St. Joseph's Press Buildings, Cotton Hill, Trivandrum – 695 014** and represented by its General Manager, Marketing herein after referred to as **KSIE LTD**, which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the second part.

WHEREAS the SUPPLIER is currently engaged in the business of Manufacturing and selling of -----

And, whereas, KSIE LIMITED is engaged in the sale and marketing of various products.

And whereas the SUPPLIER and KSIE LIMITED recognize the necessity to synergies and mutually co-operate to expand business and having decided to work together, and are desirous of entering into a MOU to sell and market, the above mentioned products and other related services for various customers.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. KSIE LIMITED will confer the status of a Vendor to the SUPPLIER for the requirements to _____ market _____ and _____ sell _____
to the Government/Local Self Government/Corporation/Panchayath etc.
2. SUPPLIER will provide complete technical help to KSIE LIMITED.
3. The brochure and technical presentations shall be created by SUPPLIER and SUPPLIER shall provide full back up – technical help to KSIE LIMITED.
4. SUPPLIER shall provide all relevant technical information as sought by the end user and if need be depute its technical personnel for client discussion, along with KSIE LIMITED officials.
5. Both SUPPLIER and KSIE LIMITED may modify this MOU based on a mutual understanding. Such understanding shall always be in writing, signed by both parties.
6. Prospective suppliers and contractors must have carried out successful supply and delivery of similar items/services to Government institutions of similar size and complexity. Potential suppliers/contractors must demonstrate the willingness and commitment to meet the Registration Criteria.

7. Supplier shall provide the VAT registration details. In case of interstate sales, C forms will be issued for tax concession
8. Statutory charges/levies/others applicable from time to time to the items supplied shall be met by the supplier.
9. Quality, Specification any other matter informed etc shall strictly be adhered while effecting the supply.
10. The Supplier will have to pay all taxes payable as applicable for all materials to be supplied.
11. The contractors/suppliers shall be responsible for customs clearance of their imported goods and materials.
12. The contract shall be of unit price type or cumulative of computed unit price where applicable and quantities required. Prices quoted should be inclusive of all delivery charges to the site where the supply to be effected.
13. The names and pertinent information and CV of the key personnel for Individual or group to execute the contract must be provided.
14. Physical verification of facilities as well as statements made/submitted will be carried out as necessary. Misinformation, if any, will make the registration liable to be cancelled.
15. SUPPLIER shall if so required by KSIE LIMITED shall depute the personnel for discussion with the client during pre-tendering and post – tendering stage on the bid submitted.
16. In case of an award of Contract by the Client to KSIE LIMITED, KSIE LIMITED shall place order on SUPPLIER clearly defining the scope of work and terms and conditions as agreed between the Client and KSIE LIMITED i.e., on a back-to-back basis.
17. In case any Earnest Money Deposit or Bank Guarantee is required by the prospect / tenderer as per requirement of Tender document, SUPPLIER will provide the same in full to KSIE LIMITED.
18. SUPPLIER undertakes to deliver products in accordance with terms and conditions of the contract of the end customer. SUPPLIER shall also provide user manual and training etc. In other words, SUPPLIER would support KSIE LIMITED on a back to back basis as per the terms of the contract of the end users, including warranty in full wherever required.
19. Any dispute, controversy or claim or difference of any kind whatsoever arising between the SUPPLIER and KSIE LIMITED, out of or in relation to this agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Trivandrum after giving due notice to the other Party.
20. Communication between SUPPLIER and KSIE LIMITED will be in English in the form of writing or emails.

21. Subject to earlier termination as hereinafter provided the term of the Memorandum of Understanding hereunder (The "TERM") shall, commence on the date hereof, and shall be valid till termination of the Vendor registration/ expiry of contract whichever is later.
22. SUPPLIER and KSIE LIMITED agree to exercise reasonable care to safeguard interest of each other to maintain confidentiality, Proprietary information and to prevent the unauthorized use or disclosure thereof by them or any other person.
23. Any copies or reproductions of the Proprietary information shall bear the patent, copyright, trademark or priority notices containing the original.
24. Upon termination of this Agreement, SUPPLIER and KSIE LIMITED shall return to each other any and all proprietary information (including any copies or reproductions thereof) in their possession or control and shall cease to use any such proprietary information.
25. SUPPLIER and KSIE LIMITED shall inform each other in writing if they learn of any unauthorized use or disclosure of proprietary information by any current or formal consultant / personnel or any other third party.
26. SUPPLIER should supply the materials according to the order requirement of KSIE LIMITED at their own cost and payment made by KSIE after KSIE receives the payment from buyer, proportionately.
27. SUPPLIER shall be responsible to ensure quality and quantity of items until the same is accepted by the buyer.
28. SUPPLIER should raise the bill in name of KSIE in Form No.8 and KSIE in turn will raise the bill in the name of final buyer. This is to enable KSIE to take input tax credit.
29. Any penalty/damage/liability imposed by buyer on KSIE will be recovered from SUPPLIER in full.
30. Any dispute if arises will be settled through mutual negotiation and decision of Managing Director, KSIE LIMITED, will be final and binding on both parties.
31. Security deposits from all suppliers in the following manner to be collected:
 - a) Supplies for more than Rs.10 lakhs and up to Rs. 1crore - 5% of the total bill value will be deducted from each payment due to the supplier till 3% of the total sales value is reached.
 - b) Supplies for more than Rs. 1crore - 1% of the total sales value to be deposited at the time of executing the agreement/awarding of work order by KSIE and balance will be recovered @ 5% from each payment due to the supplier till 3% of total sales value is reached.

The above deposit will be refunded without interest after the expiry of warranty period/agreement whichever is later. However in the case of supply of products where warranty period or agreement is not applicable we may retain the security deposit for a period of 3 months from the date of supply and refund the same in full without interest provided no complaint is received with respect to supply within that time.

The security deposit may also be collected in the form of fixed deposit receipt or bank guarantee in favour of KSIE for the same amount for the required period as mentioned above instead of deduction from payment due to the party.

32. KSIE reserves the right to cancel the MOU without notice and without assigning any reason whatsoever.
33. Legal Jurisdiction will be Trivandrum.
34. If any provisions of this agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this agreement.
35. KSIE LIMITED shall identify and communicate in writing, their authorized representative for operational co-ordination. Any communications on operations including proposals, and contracts, support shall be considered good and valid when communicated and accepted by the authorized representatives.

The Memorandum of Understanding constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written negotiations, representations, commitments, writing and all other communications between the parties if not released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representatives of each of the parties.

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the date set forth above.

**For KERALA STATE INDUSTRIAL
ENTERPRISES LIMITED,**

**Name:
Designation:**

For SUPPLIER

**Name:
Designation:**

Witness: