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## KENDRIYA BHANDAR

(CENTRAL GOVT. EMPLOYEES CONSUMER CO-OPERATIVE SOCIETY LTD.)

UNDER THE AEGIS OF GOVERNMENT OF INDIA, MINISTRY OF PERSONNEL

PUBLIC GRIEVANCES & PENSIONS

Pushpa Bhawan, Madangir Road,  
NEW DELHI-110 062

Cost Rs/500/-

A. Date of issue of application \_\_\_\_\_

B. Date on which completed  
performa Received. \_\_\_\_\_

### APPLICATION FORM FOR EMPANELMENT AS SUPPLIER

1. Name of manufacture/firm \_\_\_\_\_
2. Factory/Godown Address \_\_\_\_\_
3. Telephohe No. (a) (i) Factory \_\_\_\_\_  
(ii) Regd. office \_\_\_\_\_  
(iii) Godown/local office \_\_\_\_\_  
(b) Fax No. \_\_\_\_\_  
(c) Telex No. \_\_\_\_\_
4. Register No. of the firm  
manufacturer \_\_\_\_\_
5. Licence No. and Date \_\_\_\_\_
6. Sales Tax No. and Date \_\_\_\_\_
7. Income Tax No. \_\_\_\_\_

Period upto which assessment made/  
Returns submitted (enclose copy of  
Income Tax & Sales Tax assessment  
order & valid ITCC)

8. Date of establishment of the firm \_\_\_\_\_

9. Status of the applicant  
(Please tick whichever is applicable)

Manufacturer  
Sole Selling Agent      Stockiest  
Distributor

10. Turnover of the firm during the last three years. \_\_\_\_\_

11. Details of last three years audited Balance Sheets of the firm enclosed  
(Give reasons if not enclosed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Name & address of the associated units if any

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

13. Size of unit  
(Please tick whichever is applicable)

Large  
Medium  
Small Scale

14. Name(s) of the Proprietor/Partner/Directors etc. with address

I \_\_\_\_\_

II \_\_\_\_\_

III \_\_\_\_\_

IV \_\_\_\_\_

V \_\_\_\_\_

Whether anyone of the above is related/known to the Directors of Kendriya Bhandar, if so, the details thereof.

15. Present Banker, their address.  
Credit facilities if any enjoyed from the bank

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Status of the firm  
(Please tick whichever is applicable)
- Public Limited
  - Private Limited
  - Proprietor
  - Partnership
  - Co-operative/
  - Govt. Institution
17. Brand name(s) of the Product(s) sought to be introduced
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- 
18. Quality marking of the product offered
- ISI/AGMARK/FPO \_\_\_\_\_
- 
19. Detailed list of the products  
with price list  
(Please give reasons if not attached)
- Attached
  - Not attached
20. Region where the product(s)  
have been launched.
- I \_\_\_\_\_
  - II \_\_\_\_\_
  - III \_\_\_\_\_
  - IV \_\_\_\_\_
  - V \_\_\_\_\_
21. Local Markets where the product(s)  
are on sale
- 
- 
22. Terms and conditions offered.
- (a) Trade discount \_\_\_\_\_
  - (b) Bulk discount \_\_\_\_\_
  - (c) Cash discount \_\_\_\_\_
  - (d) Special discount \_\_\_\_\_
  - (e) Off season discount  
(give brief details) \_\_\_\_\_
  - (f) Retail schemes, if any \_\_\_\_\_
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(g) Consumer schemes, if any

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23. Company's rates list Attached  
(Give reasons if not attached) Not attached

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24. List of maximum retail price Attached  
(Give reason if not attached) Not attached \_\_\_\_\_

25. Quality Guarantee

- I Six Months
- II One Years
- III Two Years
- IV \_\_\_\_\_
- V \_\_\_\_\_

26. Test Report of products offered Attached  
(Give reasons if not attached) Not attached

27. Refundable security deposit To be deposited  
*Amount as decided from time to time*

28. Are you willing to supply

- (a) Sale and Return basis  
Yes No.
- (b) Consignment basis  
Yes No.

29. Have you ever been registered for supply of items etc. with Co-operative Societies or Govt. department or Under Takings If so, details thereof

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30. Have you ever been Yes No.  
blacklisted by any concern so far

31. If the answer to the above is 'yes',  
give brief details

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32. Has your firm ever made any supplies to Kendriya Bhandar                      yes                      No.

33. If yes, please give brief details regarding the supplies made and the reason for discontinuation

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34. Advertisement/Publicity materials for Kendriya Bhandar

- I     On Television.
- II    In Newspaper, magazine etc.
- III   Hoarding
- IV   Carry bags.
- V     Pamphlets.
- VI    Neon sign on rental.
- VII   In-store demonstration.
- VIII Any other measure.

35. Whether the applicant has clearly understood that the earnest money/ security deposited is liable to be forfeited in the event of his failure to supply the goods within stipulated time limit or in the event of supply of such goods which do not conform to the stipulated quality                      yes                      No.

36. I/We solemnly affirm that all the information given above is true to the best of my/our knowledge and information.

37. We also agree to the Terms and Conditions of supply to Kendriya Bhandar as per annexure enclosed.

**Authorised Signatory(ies)**

P.S. Please find enclosed herewith terms & Conditions, Indemnity Bond, undertaking as per performa given.

**INDEMNITY BOND**

I \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ Director/Proprietor/Partner \_\_\_\_\_ in  
\_\_\_\_\_ do hereby execute this undertaking in favour of M/s Kendriya Bhandar  
as have been duly authorized and empowered by M/s \_\_\_\_\_ to execute  
the same.

1. The rates quoted by us are the lowest and we shall not supply or quote the rates of items approved for supply by Kendriya Bhandar to any customer at rates lower than quoted to Kendriya Bhandar without first giving the benefit of reduction in rate to Kendriya Bhandar.
2. We have declared all types of schemes and other benefits to Kendriya Bhandar which are enforced at present and shall also declare and give to Kendriya Bhandar in any future.
3. The terms and conditions applicable between Kendriya Bhandar and its customer against supplies made by us shall also be applicable to our company.
4. In case of any damage being claimed by any customer of Kendriya Bhandar account of ruling/decision from any statutory authority for whatsoever reasons against any products supplied by our company we undertake to bear such damage on behalf of Kendriya Bhandar.
5. We hereby indemnify Kendriya Bhandar and its employees in all such eventurities  
Verifications :-

Verified at New Delhi as this \_\_\_\_\_ day of \_\_\_\_\_ that the contents  
of the above undertaking are true and correct to my personal knowledge & belief. No part of it is  
false and nothing material has been concealed there from.

**Executants**

Witnessed

1. Name  
S/o  
R/o
2. Name  
S/o  
R/o

## UNDERTAKING

I \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_ Director/Proprietor/Partner \_\_\_\_\_ in  
\_\_\_\_\_ do hereby execute this undertaking in favour of M/s Kendriya Bhandar  
as have been duly authorized and empowered by M/s \_\_\_\_\_ to execute  
the same.

- (a) To replace all the damaged items of our product within one week from the date of intima-  
tion to us.
- (b) To exchange all items of our products which remain unsold for over a period of three  
months from and date of supplies.
- (c) To give rebate on old stocks in the event to reduction in prices of our products.
- (d) To attend to all genuine customer complaints as and when brought to our notice, to their  
entire satisfaction.
- (e) To abide by all the rules and regulations contained in the various acts promulgated by the  
Government of India like P.F.A. Packaged commodities Act etc. etc.
- (f) To intimate the Kendriya Bhandar immediately in the event of any reduction in our price  
structure/discount.

Verified at New Delhi as this \_\_\_\_\_ day of \_\_\_\_\_ that the contents  
of the above undertaking are true and correct to my personal knowledge & belief. No para of it is  
false and nothing material has been concealed there from.

### **Executants**

#### Witnessed

- 1. Name  
S/o  
R/o
  
- 2. Name  
S/o  
R/o

**TERMS & CONDITIONS OF SUPPLY OF KENDRIYA BHANDAR**

1. No interest shall be paid on the security deposit.
2. Rates quoted by the supplier should be net and Sales tax/excise duty etc. to be charged should be indicated separately.
3. The approved supplier will be required to execute the supplies within one week from the date of supply order. In case of emergency, the selected tenderer may be asked to execute the supplies even at a short notice which may not exceed 48 hours.
4. Request for increasing the rates quoted by the supplier will be approved by the society at its discretion in exceptional cases where revision in prices is necessitated by excise duty, taxes etc. which are beyond the control of the tenderer. Supplier should indicate reasons for increase (with documentary evidence) in the prices with their proposal.
5. In the event of failure on the part of the successful tenderer either to supply the materials of approved quality or within the stipulated time the security will stand forfeited automatically.
6. Challans/bills in duplicate should accompany the supplies indicating the approved rate of each item failing which consignment shall not be accepted by the godown incharge.
7. The bill submitted by the tenderer will be paid as per payment terms mutually agreed . However, for the supplies made on consignment basis payment shall be released for the quantity sold in a calendar month.
8. All the consignments should be suitably packed and should withstand the transit handling. Any damage or loss of the goods in transit will be at the supplier's risk and cost.
9. It is essential that two samples of each item should accompany the empanelment form. Failure to conform to this instruction would render the offer liable to summary rejection. Samples should be submitted free of charge and in no case will these be returned by the Kendriya Bhandar.
10. **Method of testing :**  
Kendriya Bhandar shall have the right to put all the stores or materials forming part of the same or any part thereof to such test as it may think fit and proper at the cost of the supplier. The contractor shall not object on any ground whatsoever to the method of testing adopted by Kendriya Bhandar. Testing charges shall be recovered in the following cases :-
  - (i) Fresh introduction of any terms
  - (ii) In the event of failure of the sample.
11. **Specifications :**
  - (i) If a specification exists, then the sealed pattern or certified samples thereof will govern supply to the extent of workmanship and finish unless otherwise expressly mentioned in the supply order. If a specification does not exist, then the sealed pattern or certified sample thereof will govern supply in all respects unless otherwise expressly mentioned in the supply order.



- (ii) In case supplier is not a manufacturer of the stores tendered for, it should be signed by the manufacturer and an authorisation letter from the manufacturer to the effect that the stores will be manufactured and supplied as per Kendriya Bhandar specification should invariably be attached to the tender.

12. **Mode of supplies :**

The materials are required to be supplied at various stores/godown of Kendriya Bhandar in various govt. colonies/offices in Delhi/New Delhi or other stations where the Branches of Kendriya Bhandar exist.

13. Time and date of delivery the essence of the contract :

The time for and the date of the stores stipulated in the supply order shall be deemed to be the essence of the date(s) specified in the supply order.

14. **Law governing the Contract :**

- (i) This contract shall be governed by the laws of the land in force from time to time.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

15. **Arbitration :**

(i) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or special conditions) the same shall be referred to the sole arbitration of an officer in the Govt./Kendriya Bhandar appointed to be the arbitrator by the Managing Director, Kendriya Bhandar. It will be no objection that the arbitrator is a Govt. servant/Kendriya Bhandar officer that he had to deal with the matter to which the contract relates or that in the course of his duties as a Govt. servant/Kendriya Bhandar officer.

(ii) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, shall be lawful for the Managing Director, Kendriya Bhandar to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(iii) It is a further term of this contract that no person other than the person appointed by the Managing Director, Kendriya Bhandar as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

(iv) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.

(v) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

- (vi) Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modification thereof the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- (vii) If the value of the claim in a reference exceeds Rs. 1 lakhs the arbitrator shall give reasoned award.
- (viii) The venue of arbitration shall be the place from which the supply order is issued or such other place as the Managing Director, Kendriya Bhandar at his discretion may determine.
- (ix) In this clause the expression "Managing Director, Kendriya Bhandar" means the Managing Director of Kendriya Bhandar for the time being and includes if there be no Managing Director, Kendriya Bhandar or if is on leave or his absent from duty or is not available for any reason whatsoever, the officer who is looking after current duties of Managing Director, Kendriya Bhandar whether in addition to other functions or otherwise.

16. **Jurisdiction of Courts :**

- (i) The courts of the place from where the supply order has been issued shall alone have jurisdiction to decide and dispute arising out of or in respect of the contract.
- (ii) **Marking of stores :**  
The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.