

The Kerala State Coir Corporation Ltd

P.B. No. 191,SeaviewWard, CCNB Road,Alappuzha
688 001.

Phone: 0477-2240119,7736670200

Email:ksccpurchase@gmail.com,coircorporation@coircraft.com

E-TENDER NOTICE

E-TENDER NO: KSCC/PUR/TEND/23-24/01

The Kerala State Coir Corporation Ltd invites e-tender in sealed, super scribed tenders in Two bid system on supply from competent manufacturers fulfilling the qualifying requirements stated hereunder for the Supply of various kinds of rubber mats for The Kerala State Coir Corporation Ltd., The bidders should satisfy following eligibility criteria

1. The bidder as a manufacturer shall have supplied the material to similar units

Name of the work: Supply of various kinds of rubber mats for The Kerala State Coir Corporation Ltd.,

In accordance with respective specification for the work shown in the tender schedule of this tender document, the tender is to be submitted as e-tender through <https://www.etenders.kerala.gov.in/>. Since this is an e-tender, only those bidders who enrolled in the above portal with their own digital signature certificate (DSC) can participate in the tender. E-tender document and other document can be obtained from above portal.

- | | |
|--|---|
| 1. Cost of tender form | - Rs. 1000.00 + 18% GST(Total Rs.1180.00) |
| 2. Online bid submission starting date | - 07.02.2024 at 5.00pm |
| 3. Online bid submission ending date | - 21.02.2024 at 05.00 pm |
| 4. EMD (Online payment) | - Rs. 5000.00 |
| 5. Opening of technical bid date | - 23.02.2024 at 10.00 AM |
| 6. Opening of financial bid date | - will be published online |

Bidder shall remit the tender document fee and EMD using online payment option of e-procurement systemonly. No exception in the case of remittance of tender document fee. Bidders are advised to visit downloadsection of e-procurement website <https://www.etenders.kerala.gov.in/>. for detailed instructions on making online payment using internet banking facility of SBT or by any NEFT facility. The Technical and financial bids shall be submitted in online covers



The first cover technical bid contain the following documents, should be submitted online.

1. Technical bid detail duly filled up and signed
 - a. Financial business and technical capability sheet duly filled up and signed
 - b. If additional technical information has to be furnished ,separate data sheet shall be attached
2. Copies of original documents defining the constitution or legal status, place of registration and principalplace of business of the company or firm or partnership, etc.
3. Details of experience and past performance of the Tenderer on Supply offered and on those of similarnature within the past 3 year and details of current contracts in hand and other commitments.
4. Information regarding any current litigation in which the Tenderer is involved.
5. Details of sales tax registration including copy of registration certificate.
6. Copy of the power of attorney authorizing the signatory to sign the tender.
7. Latest available Income Tax and Sales Tax Clearance Certificates.
8. Documents in support of PAN, GST registration etc

Technical bid will be opened online in the presence of such bidders or their authorized representatives present at the prescribed time of opening before the nodal officer of our company. In case any of the date happens to be a holiday or due to net failure, the tenders will be opened on the next working day at the same time.

The second cover of the financial bid should contain following documents

1. Financial bid (BOQ) duly filled up and signed (Online only).

Bidder shall submit rates for each item. Lowest bidder will be selected for each item, based on the rate quoted. Agreement will be entered into for supply with bidders who have quoted lowest rate for each item.

The Kerala State Coir Corporation Ltd, reserves the right to reject or accept any e-tender either partially or wholly or to cancel the e-tendering process without assigning any reason, and the bidders shall not be eligible for any compensation in that event.

The bidder is advised to submit the bids well before the stipulated date and time to avoid any kind of network issues, traffic congestions, etc. in this regard, the company shall not be responsible for any kind of such issues faced by bidder .the rules and regulations prescribed for e-tenders by the government of Kerala shall be applicable to this e-tender also.

Sd/-

Managing Director,

The Kerala State Coir Corporation Ltd,

P.B. No 191,

Seaview Ward, CCNB Road Alappuzha-

688 001,

Tel:0477- 2240118, 2240119, 7736670200



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1. GENERAL RULES, DIRECTIONS & GUIDANCE TO TENDERERS/ CONTRACTORS

1. Online opening of the tenders will be done on 23.02.2024 at 10.00 AM
2. In the event of a tender being submitted by a partnership firm, it must be signed separately by each partner thereof or in the event in the absence of any partner, it should be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
3. Receipts of payments made on account of any work, when executed by a firm shall also be signed by all the partners, except where all the Contractors are described in their Tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or any other persons having authority to give effectual receipts for the firm.
4. The Managing Director of the KSCC shall have the right of rejecting all or any of the Tenders, without assigning any reasons.
5. The rates tendered and accepted shall be treated as firm and final without any escalation until the complete fulfillment of the Contract.
6. All corrections and additions or any pasted slips should be initialed by the Tenderer and later attested by the Officer on opening the tender. Where the corrections have not been initialed by the Tenderer, they should be got attested by him or his representative, if present, by the Officer.
7. Quality of items will be specified by K.S.C.C. and the same shall be strictly adhered to by the suppliers. Items supplied if found not conforming to the specifications will be rejected and such items shall be replaced by the supplier at this cost.
8. The e-tender submitted in two covers that is Technical and Financial shall contain all the documents prescribed
 - Earnest Money Deposit in the manner specified.
 - Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
 - Details of experience and past performance of the Tenderer on Supply offered and on those of similar nature within the past 1 year and details of current contracts in hand and other commitments.
 - Information regarding any current litigation in which the Tenderer is involved.
 - Details of sales tax registration including copy of registration certificate.
 - Copy of the power of attorney authorizing the signatory to sign the tender.
 - Latest available Income Tax and Sales Tax Clearance Certificates.
 - Documents in support of PAN, VAT, Service Tax registration etc if applicable



- 9) Earnest money accompanying the tender shall be accepted only in the form of online payment as prescribed. Exemption shall be applicable for the payment of EMD as per rule in force.
- 10) No interest shall be paid on the Earnest Money deposited by the Tenderer. The earnest money of the unsuccessful Tenderer will be refunded within a reasonable period of time without any interest.
- 11) The offers should be filled as follows:
 - a) The rate shall be inclusive of packing, insurance, transportation up to the site and unloading charges at Alappuzha. Taxes should be shown separately.
- 12) The tender shall contain the name, address and place of business of person or persons making the tender. Partnership firms shall furnish full names of all partners in the tender.
- 13) Witnesses and sureties, if any shall be persons of status and property and the names, occupations and addresses shall be stated below the signature.
- 14) Acceptance of tender will rest with the KSCC which does not bind itself to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.
 - a) Tenders in which any of the particulars and prescribed information is missing or are incomplete in any respect are liable to rejection.
 - b) Canvassing of any kind is strictly prohibited and the tender submitted by the Tenderer who resorts to canvassing is liable to rejection.
 - c) Tenders containing uncalled for remarks or any conditions are liable to rejection.
 - d) No page of tender documents shall be removed or altered. Failure to comply with these instructions may result in the rejection of the tender.
- 15) The successful Tenderer shall be required to execute an agreement with the KSCC in a stamp paper worth Rs. 200.00. In the event of failure of the Tenderer to sign the agreement immediately upon from the date of issue of the notice of acceptance of tender, the amount of earnest money shall be forfeited to the KSCC and the acceptance of his tender shall be considered as withdrawn.
- 16) The general tender notice shall be deemed to form part of the agreement.
- 17) No advice of any change in rate or condition after opening of the tender will be entertained. Violation of this instruction shall result in rejection of the tender at the discretion of the KSCC.
- 18) Should the Tenderer be in doubt about the precise meaning of any item or figure, for any reasons whatsoever he must inform the KSCC in order that the correct meaning may be decided upon before the date for the submission of the tender. No liability, whatever, will be admitted nor claim allowed in respect of errors in the Tenderer's tender due to mistakes in the schedule of quantities which should have been rectified in the manner described above.
- 19) **Bidder shall submit rate for each item. Lowest bidder will be selected for each item, based on the rate quoted. Agreement will be entered into for the supply with bidders who have quoted lowest rate for each item.**

Address for communication.

All postal communications addressed to the KSCC shall be in writing and in English Language and shall be sent by registered acknowledgement due post to its registered office as given below.

KSCC: The Kerala state Coir Corporation Limited,P.B.No.191,
SeaviewWard Alappuzha-688 001,

Location of Site

The site is located at The Kerala State Coir Corporation Ltd. Alappuzha, Kerala

Particulars to be submitted by the Tenderer

The Tenderer shall supply the particulars of previous supply made by him etc. in the Performa prescribed



Schedule-I

THE KERALA STATE COIR CORPORATION LIMITED, ALAPPUZHA 688 001

2. GENERAL CONDITIONS OF CONTRACT

Sealed tenders are invited for the supply of materials as specified in the schedule attached.

1. The tender should be addressed to the officer mentioned below in two cover e- tender.
2. The tenders should be in the prescribed BOQ along with tender fee paid online. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed BOQ are liable to be rejected. The rate quoted should be only in Indian Currency. Tenders in any other currency are liable to rejection.
3. Intending Tenderers should submit their tender online on due date and time. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm or acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation closed and or subject to prior condition etc; are liable to be rejected.
4. Every tenderer should submit online, an earnest money of Rs. 5000/-. The earnest money of the unsuccessful will be returned as soon as possible as the tenders are settled, but that of the successful tenderer will be adjusted towards the security which have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money and security deposit.
5. The tenders will be opened online at the prescribed time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rate firm for acceptances, the earnest money deposited by him will be forfeited to the KSCC.
7. The final acceptance of tenderers rests entirely with the KSCC who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in the tender as may be allotted to them.
8. In the case of materials of technical nature the successful tenderer should be prepared to guarantee the satisfactory performance for a definite period under a definite penalty clause.
9. Communication of acceptance of the tender normally constitutes a concluded contract. Never the less the successful tender shall also execute an agreement with **security deposit of Rs. 25,000/-** by way of DD drawn in favour of **The Kerala State Coir Corporation Ltd.**, payable at **Alappuzha** for the due fulfillments of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duties, lawyer's charges and other expenses incidental to execution of the agreement, failure to execute the agreement within the period specified will entail the penalty set out below.
10. Security deposit should be remitted by cash / Bank Guarantee or Demand Draft (Crossed) on any nationalized bank at Alappuzha drawn in favour of the Kerala State Coir Corporation Ltd.
11. (a) If the successful tenderer fails to deposit the security and execute the agreement as stated above the earnest money deposited by him will be forfeited and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the KSCC on account of the purchase will be recovered from the defaulter who will however, not be entitled to any gain accruing thereby.
(b) In case where a successful tenderer, after having made partial supplies fails to fulfill the contract in full, all or any of the material not supplied may at the discretion of the purchasing Officer, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the KSCC shall thereby together with such sums as may be fixed by the KSCC towards damages be recovered from defaulting tenderer.
(c) Even in cases where no alternate purchase are arranged for the materials not supplied, the proportionate portion of the security deposit based on the post of the materials not supplied at the rates shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.



12. The security deposit shall subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the KSCC and the contractor the KSCC shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages costs charges and expenses as may claimed. The same may also be deducted from other sum which may be due at any time from The Govt. of Kerala to the contractor in all cases where there are guarantees for the goods, supplied ordinarily the security deposit will be released only after the expiry of the guarantee period.
13. (a) All payments to the contractors will be made by the KSCC by cheque (s) payable at Alappuzha, in case of Demand Draft(s)/Bank Transfer is arranged, DD commission/Bank charges will be deducted from the supplier. In the case of suppliers from abroad by drafts as may be arranged between the contracting parties.
(b) All incidental expenses incurred by the KSCC for making payments outside the district in which the claim arises shall be borne by the contractor.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in the case the payment is made promptly within 21 days/within 1 month of taking delivery at stores.
15. Payment will be made within 21 days after the supplies are actually verified and taken to stock.
16. All expenses and damages caused to the KSCC by any breach of contract by the contractor shall be paid by the contractor to the KSCC and may be recovered from him under the provisions of the Revenue Recovery Act in force in the state or otherwise.
17. (a) In case the contractor fails to supply and delivery any of the said articles and things within the time provided for delivery of the same or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and own his part to be observed and performed then and in any such case it shall be lawful for the KSCC (if they shall think fit do so) to arrange for the purchase of the said articles and things from elsewhere and put an end to or in case the KSCC shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss costs, damages, expense, or other moneys shall then or any time during the continuance of these contract be payable by the contractor to the KSCC under any circumstance by virtue of these contract. It shall be lawful for the KSCC to recover such loss from any amount due to the contractor from Govt. of Kerala or otherwise.
(b) In case of difference or dispute arise in connection with the contract all legal proceedings relating to the matter shall be instituted in a court within Kerala state.
18. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place or business, or may be handed over to his agent personally, or may be addressed to the contractor by post to his last known place of abode or business and it so addressed and posted shall be deemed to have been served on the contractor on the date on which, the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
19. The tender undertake to supply materials according to the standard samples and/or specifications.
20. No representation for enhancement of rates once accepted will be considered.
21. Tenderers should be prepared to accept orders subject to penalty forfeiture of security in the event of default in supplies or failures or supply within the stipulated period.
22. Samples should be forwarded if called for an unapproved samples got back by the Tenderers at their own cost.
23. The price quote should be FOR Site at Alappuzha basis inclusive of all taxes, duties, cesses, freight, Maricooly etc which are or any become payable by contractor under existing of future laws or rules of the country of origin/supply of delivery during the course of execution of the contract.



24. Special Conditions, if any of the Tenderers attached with the tender will be applicable to the contract unless they are expressly excluded in writing by the purchaser.
25. Definitions: 'KSCC' means The Kerala State Coir Corporation Ltd., Alappuzha "Purchasing Officer" means, the The Managing Director , Kerala State Coir Corporation Ltd., or any other Officer authorized by him.
26. Any attempt on the part of the tenderers or their Agents to influence the department /stores purchase department in their favour by personal canvassing with the officers concerned will disqualify the tenderers .
27. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or body corporate the execution of the contractor any part thereof without the consent in writing of the MD who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such rescission. Provided always that if such c o n s e n t
28. be given at any time, the contractor shall not be relived from any obligation, duty or responsibility under this contract.



SCHEDULE-II

3. SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

1. The Quantities given in the “Schedule of items” are approximate only and are liable for variation. The KSCC shall not be liable for any loss sustained by the contractor due to variation(s) in the quantity(ies) indicated therein.
2. The contractor should be supply the item(s) in accordance with the delivery schedule/programme given by the KSCC.
3. All supplies should uniformly conform to the standards specified. The items which do not confirm to the standards will be rejected the contractor shall supply best quality products at all the time in the event the material supplied is found faulty / inferior in quality, the contractor shall make good of the losses incurred to the company which are arisen out of usage of the material. The contractor shall bare the cost of tests and transportation done to assess the quality of the material. The contractor shall be debited the cost of additive used for rectifying the fault of the product supplied by them and will be debited consequential damages if any incurred due to the use of the low quality / inferior material supplied by the contractor. The contractor shall replace the faulty/ inferior materials at their cost.
4. The supplies will be accepted and paid for only after getting the approval from our quality control Department.
5. KSCC reserves the right to place/ alter/cancel the order for quantity specified in the schedule in this tender.
6. KSCC reserve the right to finalize the rate and quantity with or without negotiation.
7. Excess quantity if any supplied without prior directions from KSCC will not be accepted.
8. Tenderers who avail exemption of EMD by virtue of SSI Unit shall produce a current certificate from the General Manager, DIC or concerned authority regarding the eligibility for exemption.
9. The tenderer shall have GST valid registration.
10. Communication of acceptance of the tenders normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance.

Name :

Address :

Place:

Date:



4. MATERIAL SPECIFICATION

Sl No.	Description	Quantity	Unit	Size	Weight
1.01	Rubber Hollow mat 16mm	1.00	pcs	40 x 60 cm	1.100 kgs
1.02	Rubber Hollow Mat 16mm	1.00	pcs	50 x 100 cm	2.350 kgs
1.03	Rubber Hollow Mat 16mm	1.00	pcs	80 x 120 cm	5.500-6.000 kgs
1.04	Rubber Hollow Mat 16mm	1.00	pcs	100 x 150 cm	9.500-10.000 kgs
1.05	Rubber Hollow Mat 22mm	1.00	pcs	40 x 60 cm	1.500-1.600 kgs
1.06	Rubber Hollow Mat 22mm	1.00	pcs	60 x 80 cm	3.600-3.750 kgs
1.07	Rubber Hollow Mat 22mm	1.00	pcs	100 x 150 cm	13.00-13.500 kgs,
1.08	Rubber Hollow Mat 22mm (stair mat)Taper Edge	1.00	pcs	25 x 75 cm	1.350-1.400 kgs,
1.09	Rubber Restaurant Mat/Stomper Mat 12mm (with taper edge)	1.00	pcs	90 x 150 cm	9.00-9.500 kgs
1.1	Rubber Iron Mat	1.00	pcs	40 x 60 cm	1.500 kgs
1.11	Rubber Iron Mat (French Lilly)	1.00	pcs	45 x 75 cm	2.500 kgs
1.12	Rubber Tray Mat(Taper Edge)	1.00	pcs	45 x 65 cm	2.700 kgs
1.13	Rubber Tray Mat	1.00	pcs	45 x 75 cm	2.200-2.300 kgs
1.14	Rubber Pin Mat	1.00	pcs	33 x 53 cm	0.550-0.600 kgs,
1.15	Rubber Pin Mat (Taper Pin Mat)	1.00	pcs	40 x 60 cm	0.950- 1.00kgs
1.16	Rubber Pin Mat Shoe Pin	1.00	pcs	45 x 75 cm	1.250- 1.300kgs
1.17	Rubber Euro Mat	1.00	pcs	40 x 60 cm	0.900-0.950kgs
1.18	Rubber Pin Mat Ordinary Design	1.00	pcs	40 x 60 cm	1.000kgs
1.19	Rubber Pin Mat Ordinary Design	1.00	pcs	45 x 75 cm	1.5 kgs
1.2	Rubber Holo Mat 16mm	1.00	pcs	100 x 200 cm	
1.21	Rubber Holo Mat 22mm	1.00	pcs	100 x 200 cm	
1.22	Rubber Connector 16mm	1.00	pcs	7 x 7 cm	
1.23	Rubber Connector 22mm	1.00	pcs	7 x 7 cm	



Sl No.	Description	Quantity	Unit	Size	Weight
1.24	Rubber Euro mat – Green color	1.00	pcs	40 x 60 cm	0.900-0.950kgs
1.25	Rubber Tray Mat	1.00	pcs	60 x 90 cm	3.600-3.800kgs
1.26	Rubber Well Mat	1.00	pcs	45x 65 cm	1.450-1.600kgs
1.27	Rubber Shoe Pin Mat	1.00	pcs	45x 75 cm	1.450-1.600kgs
1.28	Rubber Honeycomb Mat	1.00	pcs	40x 60 cm	0.900-0.950kgs
1.29	Rubber Stair Mat	1.00	pcs	25x 75 cm	0.900-0.950kgs
1.30	Rubber Boot Tray	1.00	pcs	40x 60 cm	2.000-2.100kgs
1.31	Rubber Boot Tray	1.00	pcs	60x 90 cm	2.900-3.00kgs
1.32	Rubber Hollow mat 16mm Domestic	1.00	pcs	40x60 cm	0.900-1.00kgs
1.33	Rubber Pin Mat (Taper Pin Mat) Domestic	1.00	pcs	40x60 cm	0.850-0.900kgs
1.34	Rubber Euro Mat Green Domestic	1.00	pcs	40x60 cm	0.850-0.900kgs
1.35	Rubber Euro Mat Black Domestic	1.00	pcs	40x60 cm	0.850-0.900kgs



5. TECHNICAL BID

All the Tenderers must submit the qualification application along with the information in the following formats A with therelevant documentation:

FINANCIAL BUSINESS AND TECHNICAL CAPABILITY

Name and full address of Tenderer:

Phones: _____ Telex: _____ Fax _____

1. Latest Balance sheet filed with _____ on _____ (attach audited copies of annual accounts audited under section 44 AB of Income Tax Act. In case the accounts are not required to be audited, a Chartered Accountant or Manager of a Nationalized Bank should attest the information in this statement).
2. Latest Profit & loss Statement from _____ to _____ filed with _____ on _____. (Attach an audited copy).
3. Financial position
 - a) Cash & Bank balances
 - b) Fixed Assets – Gross and Net
 - c) Current Assets
 - d) Current liabilities
 - Bank cash credit
 - Others (incl. Sundry creditors)
 - e) Provisions
 - f) Contingent Liabilities (incl. claims not acknowledged, please specify).
 - g) Inventories
 - h) Share capital, Free reserves, Other reserves (please specify)
 - i) Term loans from financial institutions and banks
 - j) Working capital
 - k) Net worth
 - l) Debtors and advances considered good: more than 6 months / less than 6 months
4. Total Liabilities:
 - a) Current Ratio: Current Assets to Current Liabilities.
 - b) Acid Test Ratio: Cash, temporary investment held in lieu of cash and current receivables to current liabilities.
 - c) Total liability to Net worth



5. Net Sales

- a) Current year
- b) During 2022-2023
- c) During 2021-2022
- d) During 2020-2021

6. Net Profit before Tax

- a) Current period
- b) During the last Financial Year
- c) During the year before last Financial Year

The Profit and Loss Statement have been certified through _____
by _____.

7. Tenderer’s financial arrangements (check appropriate item)

- a) Own Resources
- b) Bank credits
- c) Others (Specify)

8. Certificate of Financial Soundness from bankers of Tenderer.

9. Details of income tax registration

10. Sales

Category	Value of current orders to be executed	Value of anticipated sales for next financial year
A) Govt. Department		
B) Others		

11. Licensed capacity to manufacture:

Description	Licensed capacity	Capacity of manuf. units	<i>No. of Units Manufactured</i>		
			Current year	Last year	Second last year



12. List, if any, of Tenderer's rate contract with the following organizations:

Sl. No.	Organization	Yes/No	If yes, date on which contract finalized
1.	Directorate General of Supplies & Disposal, Government of India		
2.	Central Equipment Stores		
3.	Purchase Organization for State Governments		

13. Describe Quality Control Department, if any, and give the Organization Chart.

- a) Are goods offered subject to batch test, random sampling or full 100% test for quality?
- b) Are tests carried out by factory employees or by a separate testing agency?
- c) Are independent Quality Control Organization checks made and certificates issued?



6. CONTRACT FORM

(ON NON-JUDICIAL STAMP PAPER OF Rs.200.00)

THIS AGREEMENT made in day of, 20... between
(Name of purchaser) of(Country of Purchaser) (hereinafter “the Purchaser”) of the one
part and (Name of Supplier) of (City and Country of Supplier)
(hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,
..... (Brief Description of Goods and Services) and had accepted a bid by the Supplier for the
supply of those goods and services in the sum of
(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Tender Document No.....and the Price Schedule submitted by the Supplier;
 - b) the Schedule of Requirements & Price;
 - c) the Technical Requirements;
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. During the pendency of this agreement, the Supply contract can be cancelled by the Managing Director, if the Supplier violate any of the terms contained in the tender document or other documents which are construed as part of this agreement, and the Managing Director has right to recover any losses closed to K.S.C.C from any amount due for the Supplier or by taking steps to recover the same from the assets if supplier as deemed fit.



Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of items	Quantity to be supplied	Unit price	Total price
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said.....(for the Purchaser)
in the presence of :

Signed, Sealed and Delivered by the
said.....(for the Supplier)
in the presence of



7. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE FORM

(ON NON-JUDICIAL STAMP PAPER OF Rs.100.00)

To _____(Name of Purchaser)

WHERE AS (*Name of Supplier*) (here in after called “the Supplier”) has undertaken, in pursuance of Contract No..... dated 200..... to supply (*Description of Goods and Services*)(here in after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s contractual obligations including performance obligations in accordance with the Contract.

AND WHEREAS we(Name of Banker) have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (*Amount of the Guarantee in Words and Figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20.....

Signature and Seal of Guarantors

Date: 20.....

Address:

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