### **APPLICATION FORM**

	(Form will be available from 30.06.25 and subm	itted till 5 P.M of 15.07.2025)
		Form No.:
		Cost Rs. 100.00 + 18% GST Extra
		(Total Rs. One Hundred Eighteen only)
The Mana Marketing Rajasthan Jaipur		
Subject`	: Application for Registration for supply of conditions of supply mentioned by the CONI	
Dear Sir,		
W	e are submitting the Registration form for the approv	ral.
(1)	Name of Company/Firm/Proprietorship Firm:	
(2)	Address:	
(3)	Telephone No(s):	
(4)	Email:	
(5) Th	ne Registration fee amounting Rs. 5000.00 + 18% GS	ST Extra = Rs.5900/- (Rs. Five Thousand

Nine Hundred Only) which is Non-refundable has been deposited by D.D.

No.....Bank...

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

# INFORMATION ABOUT THE MANUFACTURING COMPANY/FIRM/PROPERIETORSHIP FIRM

1	Name & Address of Company/Firm/Proprietorship Firm	:	
	Telephone Number		
2	Registration Number and Year of Registration i.e. Public Limited/Private Limited/Partnership Firm/Proprietorship Firm (if Registered)	:	
3	Date of Establishment	:	
4	Names & Address of Directors of Board/ Partners/Proprietorship Firm	:	1. 2. 3. 4. 5.
5	<ol> <li>The Company/Firm/Proprietorship Firm shall furnish the following documents at the time of given offer</li> <li>Copy of Registration issued by Registrar of Companies in case of Company.</li> <li>Attested copy of Memorandum and Article of Association.</li> <li>Copy of Registration issued by Registrar of Firms in case of Firm.</li> <li>Attested copy of Partnership Deed in case of Partnership Firms.</li> <li>Copy of GST Registration.</li> <li>Copy of ITR of last three preceding Year.</li> <li>Latest Copy of GSTR 1, 2 &amp; 3B.</li> <li>If offered is Manufacturer Certificate regarding Mfg. Unit.</li> <li>Is offered is an authorized Dealer/Manufacturer/Producers/Distributor/Stockiest/Wholesaler/Suppliers; (Attested copy of such Document issued by the Company or Authority)</li> <li>Whether Manufacturing in own name or under loan license if so please give full details</li> </ol>	:	
	12- Whether the Company is registered with GeM Portal of Govt. of India. If	:	

yes, Photostat copy of registration to be enclosed

13- Address & Location of Manufacturing Unit :

14- Persons employed in Manufacturing Unit :

a) Supervisor Capacity

b) Workmen Capacity :

15-Turnover of Last three Year (Certified by C.A.) Year

Turnover

(Rs.)

2022-23 2023-24 2024-25

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

# FILL IN THE FOLLOWING INFORMATION – MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/WHOLESALERS/SUPPLIERS

1	The Federation desires to be empaneled of Manufacturer/Producers/Distributors/Stockiest/Wholesalers. Please let us have your 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 CONFED all free Bonus/ Incentive Schemes/Rates floated from time to time and keep the CONFED regularly informed of the same.	:
5	Do you undertake to meet the demand of the CONFED on priority basis?	:
6	What will be the terms of Payment and Credit facility to be allowed to the CONFED.	:

### <u>Declaration Regarding Qualifications—</u> <u>MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/</u> WHOLESALERS/SUPPLIERS

SANG	( )				
	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 affairs 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 RTPP Act, 2012 and Rules, 2013 which materially affects fair competition.				
Date:	Signature				
	Name				
	Designation				
	Address:				

### STATEMENT OF PAST SUPPLIES AND PERFORMANCE— MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/ WHOLESALERS/SUPPLIERS

Calendar Year	S. No.	Order Placed by (full address of Purchaser with telephone & Fax No.)	Order No and Date	Description and quantity of Supply	Date of completion of delivery		Remarks indicating
					As per contract	Actual	reasons for late delivery, if any
1	2	3	4	5	6	7	8
2022-23							
2023-24							
2024-25							
Note: Suon	iissioii	of the copies of W	ork Orders a	as supporting u	ocument is c	ompuisory	y.
Date:				Signature	;		
Place:				Name			
				Designati	on		

# ANNUAL TURNOVER STATEMENT-MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/ WHOLESALERS/SUPPLIERS

T	The average annual turnover of M/s			
address				
the past 1	three years are given below and certified that the statement	is true and correct		
S.No.	Financial Year	Turnover in Rs.		
5.110.	rmanciai Year	Turnover in Ks.		
1	2022-23			
2	2023-24			
	2023 24			
3	2024-25			

Minimum Turnover

	mmum Turnovci	
Sr. No.	Details of Commodities	Required turn over for Last 3 years average (Rs in lakh)
1.	All types of Furniture & Fixtures	100.00
2.	All types of Computers with Hardware, Software and Accessories	100.00
3.	All types of Electric & Electronic Items, Road Light	50.00
4.	All types of Solar Items	200.00
5.	All types of D.G. Set	200.00
6.	All types of Sports Items	25.00
7.	All types of Uniforms, Garments(Gents & Ladies)  Items	25.00
8.	All types of School-Hostel Items (Except Sr. No. 6 and 7)	25.00
9.	All types of Solid & Waste Management Items	200.00
10.	Sanitization & open Gym Equipments	25.00
11.	All Types of Security Items	40.00
	All Types of Home Furnishing Items like Mattresses,	25.00
12	Bed Sheets, Sofa Covers, Cushion Covers, Carpets,	
	Curtains, Dohar etc.	
13.	Others (Other than 1 to 12 items)	10.00

Date:	Signature of Auditor/Seal
Place:	Chartered Accountant
	(Name & Address)
	Tel. No
	Mob. No.

# AFFIDAVIT REGARDING COMPLIANCE TO TERMS & CONDITION – MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/ WHOLESALERS/SUPPLIERS

M/s.....

Comp	I/we confirm that I/We are authorized to submit offer form on behalf of the pany/Firm/Proprietorship Firm to supply of goods to CONFED		
condi speci	Having perused the offer form with all amendments (wherever applicable). I/We y confirm unconditional acceptance and compliance to abide by all its terms & tions as mentioned in offer form including technical particulars. Detailed technical fications of the product, special terms & conditions and general terms & conditions ever indicated, offer validity, terms of delivery without any deviations whatsoever:		
1.	I/We also confirm acceptance of the all general terms & conditions of the Rajasthar Transparency in public Procurement Act, 2012 & Rules 2013 (with all amendments 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, true an nothing material has been concealed.		
Date:	Signature		
	Name		
	Designation		
	Address:		

# <u>UNDERTAKING</u> MANUFACTURER/PRODUCERS/DISTRIBUTORS/STOCKIEST/ WHOLESALERS/SUPPLIERS

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 any criminal record with the Police, Vigilance Department and Enforcement Deptt. of 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 Partnership Firm/Limited Company/Pvt. Ltd.
- 6. Copy of Registration Certificate under GST Act renewed up to date.
- 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. Latest Copy of GSTR 1, 2 & 3 B.
- 11. Registration Certificate for quality certification by ISO/BIS/ISI/FSSAI/Agmark etc. or as applicable Certificate issued by competent Agency.
- 12. In case of Manufacturing Unit copy of Registration Certificate/MSME 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
Place:	Name
	Designation
	Address:

### शपथ पत्र

	राजस्थान राज्य सहकारी उपभोक्ता संघ लि. जयपुर एवं मैसर्स
के बी	च यह अनुबन्ध निष्पादित किया जाता है जिसकी मुख्य शर्ते निम्नानुसार होगी:—
1.	मैं / हमारे द्वारा कॉनफैड को आपूर्ति करने में राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम, 2013 (तथा समय—समय पर उक्त में किए गए परिवर्तन) की पूर्ण पालना की जायेगी। मेरे द्वारा ऑफर फॉर्म के साथ Annexure 'A' से Annexure 'G' तक पूर्ण कर संलग्न किए जा रहे है।
2.	विनिर्माता / उत्पादक / वितरक / स्टॉकिस्ट / थोक विक्रता द्वारा दिए गए जाने वाले डिस्काउन्ट
3.	विनिर्माता / उत्पादक / वितरक / स्टॉकिस्ट / थोक विक्रता द्वारा दिए गए उत्पादों की समस्त जिम्मेदारी विनिर्माता / उत्पादक / वितरक / स्टॉकिस्ट / थोक विक्रता की होगी।
4.	डिस्काउन्ट अधिकतम दिया गया है तथा दरें न्यूनतम है एवं राज्य में किसी को भी अधिकतम डिस्काउन्ट नहीं दिया गया है एवं इससे कम दरों पर सामग्री / माल नहीं दिया जा रहा है।
5.	उत्पादों में खराबी होने, क्षतिग्रस्त होने, प्रचलन से बाहर होने एवं बहुत धीमी गति से बिकने पर बदलकर देना होगा।
6.	सामग्री / माल की उपलब्धता को सुनिश्चित करने में कॉनफैड़ को वरीयता प्रदान की जायेगी।
7.	जो उत्पाद सप्लाई किए गए है, उनकी गुणवत्ता, मात्रा, स्पेसिफिकेशन आदि की समस्त जिम्मेदारी विनिर्माता/उत्पादक/वितरक/स्टॉकिस्ट/थोक विक्रता/सप्लायर्स की होगी।
8.	उपरोक्त वर्णित 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 shall be given only by bona-fide Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/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.
- 5. Income Tax Clearance Certificate: Manufacturer/Producer/Distributors/Stockiest/Wholesalers/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.
- 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 tax separately.

### **CONDITIONS OF SUPPLY**

- 8. All rates quoted must be FOR destination and should include 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 CONFED and the delivery of the goods shall be given at the premises of CONFED or any place indicated by CONFED. Supplier will pass on all such Schemes/Discounts/Bonus/Incentive/Benefits etc. given/offered by companies from time to time.
- 9. <u>Validity</u>: Validity of the offer given by the offeror must be mentioned in the offer.
- 10. The approved Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 sign the contract, refer the same to the purchase committee and get clarifications.
- 11. The Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers shall not assign or sub-let his supply or any substantial part thereof to any other agency.
- 12. It is compulsory for every empaneled Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers to become a nominal member of CONFED

#### 13. **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/BIS/FSSAI/Agmark or as applicable etc. and other required 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers.

#### CONDITIONS OF SUPPLY

- Manufacturer/Producer/Distributors/ The (iii) Warranty/Guarantee Clause Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/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 offeror 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 offeror 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 Equipment operative. The offeror shall also replace Machinery and Equipment 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 offeror shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The offeror shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of Machinery and Equipment

### **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 Equipment in perfect condition.

#### 14. **Inspection**:

- (a) The Purchase Committee or his duly authorized representatives, shall at all reasonable time has access to the Manufacturer/Producer/Distributors/Stockiest/Wholesalers / 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers shall furnish complete address of the premises of his office, godown and workshop with address proof where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- 15. 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 sample by the officer receiving the samples. Samples for Catering/Food items should be given in a Plastic Box or in permissible polythene bags at the cost of the Manufacturer/Producer/Distributors/ Stockiest/ Wholesalers/Suppliers.
- 16. 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 Manufacturer/Producer/Distributors/ Stockiest/Wholesalers/Suppliers and serial number of the item, of which it is a sample in the schedule.
- 17. Manufacturer/Producer/Distributors/Stockiest/Wholesalers/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 NABL

#### **CONDITIONS OF SUPPLY**

approved Lab and the supplies will be accepted only where the articles conform to the standard of prescribed specification as a result of such tests.

18. Testing Charges: Testing charges shall be borne by the CONFED. In case urgent testing is desired to be arranged by the Manufacturer/Producer/Distributors/Stockiest/Wholesalers or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the Manufacturer/Producer/Distributors/Stockiest/Wholesalers.

### 19. **Rejection**:

- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers at his own cost within the time fixed by the purchase Committee.
- (ii) If, however, due to exigencies of the CONFED work, such replacement either in whole or in part, is not considered feasible, the purchase committee after giving an opportunity to the Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/
  Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/
  Stockiest/Wholesalers/Suppliers risk and on his account.
- 21. The Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 a time by the purchase committee, if the supplies are not made to his satisfaction after giving an opportunity to the Manufacturer/ Producer/Distributors/Stockiest/Wholesalers/Suppliers/Suppliers of being heard and recording of the reasons for repudiation.
- 23. Direct or indirect convicting on the part of the Manufacturer/Producer/Distributors/
  Stockiest/Wholesalers/Suppliers or his representative will be a disqualification.

#### 24. <u>Insurance</u>:

The goods will be delivered at the destination place or godown in perfect conditions. The Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers, 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers and the CONFED will not be required to pay such charges, if incurred.

### 25. Payments (If Approved on Regular Basis)

- (i) Advance payment will not be made unless the amount which is received from party either fully or partly and to the extent as prescribed in financial powers.
- (ii) Unless otherwise agreed between the parties's payment for the delivery of the stores will be made on submission of bill in proper form by the Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 satisfactory report along with full payment from the party.

#### **CONDITIONS OF SUPPLY**

### 26. Payments (If Approved on Consignment Basis)

If Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers is approved on Consignment Basis Payment of goods be made after sale of such goods from the CONFED Sales counter and obtaining such certificate from Salesman and Supervisors. Unsold Items/Goods will be taken back by Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers within three days at his cost, intimation given by CONFED in this regard.

- 27. (i) The time specified for delivery in the offer form shall be deemed to the essence of the contract and the successful Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 and completion of work with liquidated damages the recovery shall be made on the basis of following percentages of value of Items which the Manufacturer/Producer/Distributors/Stockiest/ Wholesalers/Suppliers has failed to supply or completion of work.
  - (1) (a) Delay up to one fourth period of the prescribed delivery/work completion period 2 ½ %
    - (b) Delay/Work completion exceeding one fourth but not exceeding half of the prescribed period 5%
    - (c) Delay/Work completion exceeding half but not exceeding three fourth of the prescribed period. 7½%
    - (d) Delay/Work completion exceeding three fourth of the prescribed period 10%
  - (2) Fraction of a day in reckoning period of delay/work completion in supplies shall be eliminated it is less than half a day.

#### **CONDITIONS OF SUPPLY**

- (3) The maximum amount of liquidated damages shall be 10%
- (4) If the Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers.

#### 28. **Recoveries**:

Recoveries of liquidated damages, short supply, broken, rejected articles shall ordinary be made from bill. Amount may also withhold to the extent of short supply, breakages, rejected articles and case of failure in satisfactory replacement by the Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers along with the CONFED. In case recovery is not possible recourse will be taken under Co-operative Act and Rajasthan PDR Act or any.

- 29. If a Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers 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 have 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 offeror have been given or distribute items of supply to more than one Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers.
- 31. The Manufacturer/Producer/Distributors/Stockiest/Wholesalers/Suppliers shall furnish the following documents at the time of given offer
  - (i) Attested copy of Partnership Deed in case of Partnership Firms.

#### CONDITIONS OF SUPPLY

- (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 Firm.
- (iv) Registration issued by Registrar of Companies in case of Company.
- (v) Copy of PAN Card.
- (vi) I.T. Clearance Certificate.
- (vii) Copy of Self Attested Aadhaar Card.
- (viii) Copy of GST Registration.
- (ix) Latest Copy of GSTR 1, 2 & 3B.
- (x) If offeror is Manufacture, Certificate regarding Mfg. Unit.
- (xi) Is offeror is an authorized Dealer/Distributor/Stockiest/Wholesaler/Suppliers; Attested copy of such document issued by the Company.

### 32. **Responsibility**:

As CONFED is purchasing articles for Trading or 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 any other act applicable in India. All responsibilities /damages claimed etc. will be born by the Manufacturer/Producer/ Distributors/ Stockiest/ Wholesalers/Suppliers. The Manufacturer/ Producer / Distributors / Stockiest/ Wholesalers/Suppliers will be completely responsible for these matters.

- 33. If any dispute arises 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 officer as the Sole Arbitrator of the dispute who will not be related to this supply and whose decision shall be final.
- 34. CONFED have reserve the right to check price of Items/Goods in Open Market.

### **CONDITIONS OF SUPPLY**

I/We have carefully read the condition of supply mentioned from Page No. 11 to 20 (Total 34 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 Offeror
Date :	Name
Place :	Address

#### **DECLARATION BY OFFEROR**

 $I/We \quad declare \quad that \quad I \quad am/We \quad are \quad Bona \quad fide/Manufacturers/Wholesalers/Sole \\ Distributor/Stockiest/Authorized \quad Dealer/Supplier in the Goods/ \quad Items/Equipment for which I/We \\ have offered$ 

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 Offeror**

I/We have carefully read the condition of supply mentioned from Page No. 1 to 20 (with total 34 conditions on Page 11 to 20) 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 Offeror
Date:	Name
Place:	Address

**Signature of Offeror**