

EMPANELMENT OF SUPPLIERS OF POWERLOOM TEXTILES AND ALLIED ITEMS

The Kerala State Handloom Development Corporation Ltd (KSHDC) invites applications from eligible parties / suppliers, as per the terms and conditions described for empanelment for supply of Power loom textile and allied items mainly Bed Sheets (in all sizes), Suiting, Shirting, Sarees, furnishing fabrics, towels uniform fabrics, dressing materials and other customized fabrics to Kerala State Handloom Development Corporation Ltd (KSHDC), as per approved specifications given in time to time for a period of one year. Parties interested for the empanelment may submit their Expression of Interests (EOI) in the manner and with complete information as required under this document.

SCHEDULE

Activity	Time lines
Issue of Advertisement	27.09.2015
Last Date for Submission of EOI	11.11.2015 – 11.00 a.m.
Opening of EOI	11.11.2015 – 3.00 p.m.

All the correspondence in this context shall be forwarded at the below-mentioned address and shall be clearly marked as "**EMPANELMENT OF SUPPLIERS OF POWERLOOM , TEXTILES AND ALLIED ITEMS**". KSHDC Ltd reserves the right to withdraw the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to KSHDC Ltd in such an event. For more details visit "**www.hanveev.com**"

Address for all communication:

The Managing Director,

KERALA STATE HANDLOOM DEVELOPMENT CORPORATION LIMITED

P.M 32/249, Thilleri Road,
Kannur 670 001, Kerala
State, India.

Tel: 91 497 2701804, 91 497

2705038 FAX 91 497 2768497

Email - hanveev@gmail.com

For Enquiry: 04972705038

TERMS AND CONDITIONS.

1. KSHDC invites EOI for empanelment of Producers/suppliers/bidders for supply of power loom textiles and allied items to cater the requirements of various prospective clients of KSDHC for a period of 12 months from the date of empanelment. The EOI should be submitted in sealed envelope by the Producers/suppliers/bidders and should be super scribed “**EMPANELMENT OF SUPPLIERS FOR POWERLOOM TEXTILES AND ALLIED ITEMS**”. Only those parties **who fulfill the critria in the technical bid** will be empanelled for a period of 12 months by the KSHDC. **No financial bids should be submitted at the time of empanelment.**

2. **NATURE OF THE SUPPLY:** The Producers/suppliers/bidders will be required to supply **POWERLOOM TEXTILES AND ALLIED ITEMS** as per the approved samples. The KSHDC will test the textile samples by its own or in approved laboratories / institutions in order to verify that whether they confirm to the specifications. The scope of this tender involves only empanelment of Producers/suppliers/bidders for supply of POWERLOOM TEXTILES AND ALLIED ITEMS. The POWERLOOM TEXTILES AND ALLIED ITEMS will have to confirm to the standards and specifications laid down in this supply order issued from time to time.

3. **Bidders/Suppliers will have to guarantee to KSHDC that the goods covered in the tender are ;**

- It has good title to any and all goods supplied hereunder and said goods will be free and clear of any and all liens and encumbrances;
- Any and all goods supplied hereunder will be of merchantable quantity;

- Any and all goods supplied hereunder shall be fit for the particular use intended, free from defects, whether patent or latent, in material and workmanship, and shall conform to all specifications and requirements;
- The Bidders/Suppliers shall in the performance of its obligations hereunder comply with all and shall not violate any applicable International / Sovereign Government Laws, rules and regulations.

The supply of cloth has to be completed in full within given time frame from the date of receipt of supply order from KSHDC.

3. DELIVERY PERIOD

The successful Producers/Bidders/Suppliers will have to deliver the entire quantity of fabrics / textile / cloth within given time frame from the date of issue of supply order by the KSHDC. Further, if the Bidders/Suppliers shall fail to deliver the items within the time specified in the **Supply order**, the KSHDC shall recover from the Suppliers as liquidated damages as may be decided **in joint consultation** with the indenting clients of KSHDC. Place of supply shall be KSHDC Head Office, Kannur or any specified location mentioned in supply order.

4. LANGUAGE AND MEASURES

All documents pertaining to the **tender** including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in **English language**.

The metric system and generally accepted international standard of measurement shall be used exclusively.

5. INDEMNITY:

The Producers/suppliers/bidders shall warrant and be deemed to have warranted that all goods and supplied against supply order issued from time to time are free and clean of infringement of any patent, copy right or trade mark, and shall at all times indemnify the KSHDC against all claims which may be made in respect of the system / components / items for infringement of any right protected by patent, registration of design or trade mark.

6. SETTLEMENT OF DISPUTES AND CONFLICTS:

In the event of any dispute, conflicts, controversy or difference which may arise between the parties hereto, out of or in relation to or in connection with this **tender** or for **the breach** thereof, the parties hereto shall in the first instance do their utmost to settle such dispute, conflicts, controversy or difference amicably. Where the parties hereto fail to settle such dispute, conflicts, controversy or difference within sixty (60) days (or such longer period as may be mutually agreed upon) of the written notice given by either party to the other of its existence, then such dispute, controversy or difference shall be finally settled by **arbitration** in accordance with the rules of Indian Arbitration and Conciliation Act, Notwithstanding to any pending reference to arbitration, both parties will proceed with the execution of their commitments under the present tender until arbitration award is known

7. APPLICABLE LAW and JURISDICTION:

The law governing the formation, application, and performance, interpretation of this Tender process and the legal enforcement of the Purchase Order is **Indian Law** with venue in Kannur, Kerala

8. PRE-INSPECTION OF STORES BY THE PRODUCERS/BIDDERS/SUPPLIERS:

The Producers/Bidders/Suppliers should satisfy themselves that the fabrics/ material are in accordance with the specifications of the samples provided and fully confirm to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually sending the same for inspection to KSHDC or to the indenting clients directed by KSHDC. Such precaution on the part of the Producers/Bidders/Suppliers minimizes the chances of rejection and the consequences thereof. KSHDC will test the sample by its own or from an authorized laboratory to confirm if the cloth supplied by the Producers/Bidders/Suppliers matches the specification of the approved samples or else the financial EOI will not be opened/ considered.

9. SUPPLY & PAYMENT: The terms of supply and payment will vary from order to order. A 5% of partial bill payment will be deducted as retention money which will be paid along with the final bill.

10) REJECTED GOODS:

If the intending client rejects in part or full due to lack of quality, non conformation to specifications, etc. then, the items, will have to be replaced by the Producers/Bidders/Suppliers within the stipulated period at their own cost and expense, provided that intending client consented for the same. If the intending client decline consent for the replacement of rejected goods Producers/Bidders/Suppliers shall have to indemnify KSHDC with all damages and expenditure pertaining thereto.

11) RISK PURCHASE:

If the selected Producers/Bidders/Suppliers fails to complete the supply within given time frame/ delivery schedule period and if the KSHDC makes risk purchases on account of the default made by the empanelled Producers/Bidders/Suppliers, from some other party then the full cost of risk purchase shall be borne by the concerned Producers/Bidders/Suppliers who makes defaults.

12) PENALTY:

In the event of failure to supply the goods or in case of other default in specification and quality of goods, the penalty imposed by the consignee as liquidated damages for late delivery etc. will have to be borne by the Producers/Bidders/Suppliers. In case the empanelled supplier supply poor quality material or the performance of the supplier is found to be unsatisfactory, then the KSHDC will reserve the right to black list the supplier from future business with the Corporation. The supplier will also be removed from the panel in case of unsatisfactory performance.

IMPORTANT INSTRUCTIONS TO THE BIDDERS/SUPPLIERS PARTICIPATING IN THE TENDER PROCESS

- i) The taxes / excise duties or any other charges if applicable, should be mentioned separately in the tender. In case the party fails to do so, then further addition of taxes will not be allowed once the rates are finalized.
- ii) The Bidders/Suppliers should read the above terms and conditions very carefully and submit their quotes accordingly.

Enclosures for the technical bid are given below from sr. no.2 to 5:

1. Only those Bidders/Suppliers having a minimum turnover of **Rs. 5.00 core** per annum from sale of power loom textiles, and allied items, for the past three financial years namely 2011 to 2014 will be eligible for participating in the tender empanelling. Proof of this condition in form of valid documents shall be submitted without which the EOI will be rejected. Valid document for this purpose shall mean a certificate from **Chartered Accountant**, as per the Performa given along with this tender document, clearly stating the turnover of the company for the past three financial years.
2. The Bidders/s Suppliers should enclose an Registration Deposit in the form of Demand Draft for Rs. 10,000/- Drawn in favor of KSHDC , Kannur .Kerala, without which EOI will be rejected. The Registration Deposit will be forfeited by KSHDC in the case the Producers/Bidders/Suppliers fail to supply the material as per specifications within the stipulated time limit or withdraw from the offer. The Registration Deposit will be retained by the KSHDC during the period of empanelment and no interest shall be payable on the Registration Deposit of successful Bidders. The Registration Deposit of unsuccessful Bidders will be refunded immediately.
3. The bidders/ suppliers should have previous experience of supplying textiles, uniforms and related articles. Proof of the same in the form of supply orders / performance certificate etc received from various firms etc should be enclosed in the technical bid.
 - a) PAN Details of the company and the Bidders/Suppliers.
 - b) Profile of the firm as per the Performa given in the tender document.
4. Only those bidders who fulfill the above-mentioned technical criteria will be Considered for empanelment.
5. The tendered with date and seal should sign all the pages of the tender documents.

KSHDC reserves the right to accept or reject any or all EOI without assigning any reasons thereof.

MANAGING DIRECTOR

**PROFILE OF THE FIRM - (To be printed on
the letterhead of the firm)**

1. Name and address of the Registered Office

Of the Producer/Bidders/Suppliers with
Telephone number and Fax number.

2. Address of the place where trading activity is undertaken with
tel. No. & Fax No.

3. Details of products dealt with
by the Producer/Supplier/Bidder

Code	Item with full specification	Quantity	Product
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3. (a) Details of products the Producer/supplier/bidder can supply

Code	Item with full specification	Quantity	Product	Time required
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4. Sales turnover of the Unit for the last three financial years 2011 to 2014 (in rupees)

Constitution of the firm (i.e. whether)

- i) Partnership
- ii) Proprietorship
- iii) Co operative societies
- iv) Public sector undertaking
- v) Company
(Enclose proof/ copies)

6. Name and address along
with Telephone & Fax No.
of Proprietors

Partners
Directors

(Please tick whichever is applicable)

7. VAT Registration Number

8. Income tax Permanent Account No:

9. D.D No. of Application Fee:

Place:

Date:

Signature:

Designation:

Stamp of the firm.

Proforma for CA Certificate
(to be printed on the letter head of the Chartered Accountant)

Certified that M/s_____ have the following turnover from supply of textiles, cloth, uniforms in the last three financial years.

1. Financial year 2011-12,
2. Financial year 2012-13
3. Financial year 2013-14

Signature of the Chartered Accountant with seal.

