

APPENDIX - A

**KERALA SIDCO LIMITED
APPLICATION FOR REGISTRATION OF MSME UNIT**

1. Name & Address of the Applicant with Pin code :

Land phone No. :
Mobile No. :
Fax :
E-mail :
2. Name & Full Address of the Unit with Pin code :

Land phone No. :
Mobile No. :
Fax No. :
E-mail :
3. Details of Partnership/Proprietor/Company :
*(Enclose copy of Partnership Deed, Reg. Certificate
From Registrar of Companies in case of Company)*
4. MSME Registration /Udyog Adhar Memorandum No:
5. Nature of activity(Manufacturing/Services) :
6. category of enterprises (Micro/Small/ Medium) :
7. In case of Company, Audited Balance Sheet of your
Unit for the last Financial Year with seal & Signature :
(Enclose attested copy)
8. List of Machines installed and their brand and cost :
(Enclose the list)
9. Name of Raw materials used :
(Details must be enclosed)

10. (a) Products manufactured :
(List to be enclosed- as per the MSME registration)
11. Brochure /other supporting technical documents :
(Details must be enclosed)
12. Annual Production Capacity in terms of cost :
13. Date of incorporation :
14. Date of Commencement of production/Commercial Operation:
15. (a) Have you ever exported your products/services :
(b) If so, give details :
16. A brief profile of the Company :
(Enclose brief note)
17. Details of quality Certificates obtained :
(Copy to be enclosed)
18. (a) Are you willing to participate in Tender/e-Tender
floated by SIDCO : Yes/No
(b) If 'No' please specify :
(c) Whether you have Digital Signature for
Participating in e-Tender : Yes/No
(d) If 'No' are you willing to take the Digital Signature
for participating in e-Tender floated by SIDCO : Yes/No
(e) If 'No' please specify :
19. Are you prepared to supply the articles under the
brand name of SIDCO, if required :

20. Name & Address of your Bankers :

Phone No. :

A/c No. :

IFC Code :

RTGS A/c No. :

21. (a) Have you any liability to Financial Institution :

(b) If so, furnish details :

22. Have you been debarred/blacklisted by any Department for supplying your products to it. If so, give details :

23. Is there any legal case pending, if so give details :

24. Any other information which you consider to be relevant:

1. I / We hereby declare that I/ We have read the rules of Kerala SIDCO attached with the application regarding the registration of MSME Unit Udyog Adhar Memorandum of Registration and that the information furnished above are correct. I/We also agree to abide to the rules of SIDCO Terms and conditions of the Purchasing department to me/us by SIDCO from time to time. I/We also agree to participate in the Tender/e-Tender invited by SIDCO. I also undertake that my registration can be cancelled at any stage if the information furnished are found not true.

Signature of the Applicant

Signature of Proprietor :
(If Proprietorship)

Managing Partner or Partners :
(In case of Partnership)

Managing Director :
(In case of Company)

Date:

TERMS AND CONDITIONS

Kerala SIDCO invites registration of MSME units for sales and marketing of their products through SIDCO outlets in all the districts in Kerala. SIDCO aims to help the MSME Sector in Kerala to market their products against stiff competition being faced by them both within and outside the state, the Kerala SIDCO through Sidco outlets will be marketing the products of MSME sector by way of

1. Tender Marketing/e-Tender Marketing
2. Display and sales of products through the SIDCO Sales Emporia, Marketing Centers and Marketing Cell.
3. Government department /Institutional Marketing and Retail Marketing

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

I. Eligibility:

All the registered MSME units in the State are eligible to apply for registration with SIDCO. However Corporation reserves the right to reject registration to any unit, without assigning any reason whatsoever.

II. Registration:

1. The MSME units desires 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 (as per the checklist enclosed).
 - (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) Attested copy of MSME Registration Certificate part I & II ,Udyog Adhaar memorandum from District Industries Centre by a Gazetted Officer.
 - (c) Attested copy of Proprietor/partnership deed /Company registration certificate from Registrar of companies by a Gazetted Officer.
 - (d) Attested copy of KVAT Registration Certificate.
 - (e) Audited balance sheet and company pan card in case of Registered Company.
 - (f) Brief profile of the Company, Product catalogue, brochures, Technical documents.
 - (g) Inspection Report of the Unit from the Manager/Special Officer of the SSE, SMC, SMCell
 - (h) ₹1,000/- application fee (Non Refundable) by way of DD drawn in favour of Kerala SIDCO Ltd, payable at concerned District.
 - (i) Signed and sealed copy of Terms and Condition of SIDCO by the unit.

- (j) Agreement between Proprietor of the unit and the Manager / Special Officer of SSE/SMC/SMCell in Stamp Paper worth `100/-
 - (k) The validity of registration is One year from the date of approval & signing of Agreement.
 - (l) The Sale Tax remittance certificate has to be submitted for renewal of registration every year along with copy of the Chellan of renewal fee remitted to VAT registration for the financial year (No renewal fee required).
 - (m) NOC from Forest Department in case of registered Wooden Furniture.
 - (n) Test Certificate in case of Electrical items.
4. The Corporation shall have the right to request any applicant to produce Certificates from concerned 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, KSIE and other PSUs in Kerala can also register with SIDCO 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 the Corporation 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 Corporation with regard to registration will be final and binding on the Units.
 11. The registered units shall abide by the instructions issued by the Corporation from time to time and the Units applying for registration are willing to participate in Tender/e-Tender floated by SIDCO.
 12. At any time of registration or after registration, if it found that the units have furnished false/incorrect information their registration will be cancelled.

13. The Corporation reserves the right to cancel the registration of any erring Unit after giving them opportunity to submit their explanation, if any, for not canceling the registration.
14. If any units intentionally cause damage/loss/defame to SIDCO such units registration will be suspended/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 general terms of Agreement can be modified as and when required by SIDCO
17. The Corporation and its Nominated Officers / Managers of Sales Emporia/Centres/Cell shall participate in tenders/e-tenders floated by Government / Government Undertaking / Co-operative Sector / Private Sector etc. on behalf of the MSME units registered with the SIDCO as described above. The Nominated Officers as above / Managers, Sales Emporia/Centre/Cell before participating in such tenders either against notification or otherwise shall obtain rates from the registered units by tender/e-tender for non-standard items.
18. The registered unit at the request of the Corporation 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/e-tender through SIDCO has to provide the required amount for obtaining Bank Guarantee as prescribed, by remitting the amount to SIDCO 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 SIDCO 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 SIDCO by the unit.
22. When the rates offered by the Corporation are accepted by the purchaser and order placed with SIDCO, the Corporation 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. The Corporation 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 SIDCO Emporium, Marketing Centers and Marketing Cell.
25. The registered units shall not correspond directly with the Purchaser or participate in the tender/e-tender in which SIDCO is participating and any violation of this condition will lead to cancellation.
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 SIDCO has to be strictly followed
28. The Annual maintenance contract service will be based on the terms and condition of SIDCO and the customer department and back to back agreement by unit and SIDCO
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 SIDCO to ensure proper customer care.
30. The units shall execute an Agreement with the Corporation 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. The Corporation 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 the Corporation or by the purchaser/customer department from time to time.

32. The registered units receiving supply/purchase/work order from the Corporation are liable to execute the orders in time and as per specification based on their supply order failing which, the Corporation 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. Sales Emporia/Marketing Centre/Marketing Cell of the Corporation 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 Corporation in the form as prescribed in Appendix – B for the satisfactory performance of the Contract.
36. 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 SIDCO / Sales Emporia/Centres/Cells
37. The Supplier unit is liable for free service during guarantee period and after sales – service of the items sold through SIDCO Sales Emporia or repairs to articles necessitated due to manufacturing defects. The member unit will be liable to SIDCO 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.
38. The units have to replace inferior quality product supplied if any without any additional cost during the guarantee period and also in case of complaint arised with regard to the same.
39. All legal disputes are subject to jurisdiction of Ernakulam Court only.

MANAGING DIRECTOR

Application for Registration –Check List

DOCUMENTS TO BE PRODUCED 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) Attested copy of MSME Registration Certificate part I &II from District Industries Centre by a Gazetted Officer.
- c) Attested copy of K Vat Registration Certificate.
- d) Attested Copy of No. Objection Certificate received from Forest Department in case of Registration for Wooden Furniture.
- e) Audited balance sheet and company pan card in case of company
- f) Attested copy of Proprietor/partnership deed /Company registration certificate from Registrar of companies.
- g) Brief profile of the Company Product, catalogue, brochures, Technical documents .
- h) Inspection Report of the Unit from the Manager / Special Officer of the SSE,SMC,SM Cell
- i) `1000/- application fee (Non Refundable)by way of DD drawn in favour of Kerala SIDCO Ltd, payable at Ernakulam.
- j) Signed and sealed copy of Terms and Condition of SIDCO by the unit.
- k) Agreement between Proprietor of the unit and the Manager of SSE/SMC/ Cell / or Head of Division in Stamp Paper worth `100/-
- l) The validity of registration is One year from the date of approval & signing of Agreement.
- m) The Sale Tax remittance certificate has to be submitted for renewal of registration every year.(No renewal fee)
- n) NOC from Forest Department in case of registration for Wooden Furniture.
- o) Test Certificate of all items in case of electrical items.

(Agreement format to be executed in ₹100/- stamp paper)

AGREEMENT

This Agreement is executed on.....between.....
.....
represented by Sri.....
(Designation).....with Regional Office at
Kerala..... MSME Unit registered as No.....
on the one part (hereinafter called the “Supplier”) and Sri.....
The Manager, SSE/SMC/SMCell..... /or Kerala SIDCO
Housing Board bulding,Santhinagar, Trivandrum - 695001 on the other part
(hereinafter called “SIDCO”).

Whereas the Supplier has approached SIDCO and has expressed their willingness and capacity for the supply of/..
Annual maintenance contract for the supply made to the customers through SIDCO. SIDCO has considered the above business offer in relation to its business requirement and the registered unit.

This agreement is entered between the two parties on the following terms and conditions.

- 1) Supplier will register with SIDCO for supply of their products through SIDCO to The Customer Department for a period of 12 months from the date of this agreement.

2) The Supplier hereby agrees that they will supply the materials at their own cost, Good quality products to the customer based on the order from SIDCO for products at the price agreed between SIDCO and the supplier for each purchase.

3) The supplier hereby agrees to supply the items scheduled herein to the purchaser on behalf of the SIDCO at the rates mentioned in the order referred to clause (2) above.

4) The supplier hereby agrees that the goods supplied to the Customer through SIDCO under this agreement shall be of good quality and workmanship and shall be strictly in accordance with the specification and particulars contained in the work order and the supplier also hereby guarantees that the said items would continue to conform to the description and quality aforesaid for a period of **12** months or more depending on the products from the date of delivery of goods to the Customer and notwithstanding the fact the Customer have inspected and approved the said goods. If during the aforesaid period the said goods be discovered not to conform to the description and quality aforesaid and have deteriorated, the Customer will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the suppliers risk and all the provisions herein contained relating to the rejection of goods etc. shall apply. The Supplier shall if so called upon to do, replace the goods etc. or such portion thereof as if rejected by the Customer. Otherwise the supplier shall pay to SIDCO such damages as may arise by reasons of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of SIDCO on that behalf under this agreement or otherwise.

5) The supplier will supply the materials as per the order of SIDCO to the office of the customer at the rate agreed to by them on or before the due date for supply indicated in the purchase order accepted by the Supplier failing which all losses damages or claims arising out of such delay in supply shall be borne by the supplier and SIDCO may terminate the work order in respect of future supply.

6) The supplier agrees to undertake full responsibility with respect to any complaints arising out of the supplies with respect to quality and quantity of the products supplied/related services to the Customer.

7) The Supplier will collect and produce the Acceptance Certificate indicating the quality and quantity of materials delivered to the customer of SIDCO as per the purchase order while submitting their bills.

8) The Supplier agrees that the time is the essence of this agreement and if supplied if not effected as scheduled by SIDCO, SIDCO shall have the right to claim all losses or damages incurred as per the terms of accepted purchase order and impose penalty at 10% for failure to keep time schedule.

9) In case of damaged or poor quality items supplied if any against which there is complaint, the supplier will take them back at their own risk and cost on intimation

from SIDCO/ customer. On such rejection the goods will be at the suppliers risk and all the provisions herein contained to the rejection of goods etc shall apply. The supplier shall, if so called upon to do, replace the goods or rectify the defects of such portion thereof as if rejected by the purchaser or the customer. Otherwise the supplier shall pay to SIDCO such damages as may arise by reasons of the breach of the conditions herein contained and will not prejudice any other right of SIDCO on that behalf under this agreement or otherwise.

10) The supplier will submit their bills (in triplicate) against the supply of the materials made to the offices of the customer department to SIDCO in respective districts along with supporting documents and Acceptance Certificate with signature and seal of the customer department.

11) If the supplier defaults in the supply of all or any of the items correctly and promptly as above, SIDCO is at liberty to procure the same from elsewhere with or without canceling the order as a whole or part. If SIDCO incurs in procuring such items at higher cost than the agreed rate such excess cost will be recovered from the supplier by any means including invoking provisions of the R.R. Act.

12) Payment to the supplier will be made on collecting the sale proceeds from the customer and after deducting the service charges due to SIDCO. No interest will be paid to the supplier due to the belated payment from the customers.

13) The rules, instructions, guidelines herein contained and conditions for the supply issued by SIDCO in each case shall be binding on the supplier units.

14) The special conditions of SIDCO and the work order are also will be binding on the supplier.

15) The terms and conditions of the application attached with the Application form will form a part of this agreement.

16) The losses, if any, sustained by SIDCO in this transaction and due to violation of the conditions of this agreement of the Supplier will be realized from the supplier by any means including invoking the provisions under R.R. Act.

17) The supplier is entitled only for such amount Paid by the concerned establishment to whom supply of goods or service made after deducting the service charge due and payable to SIDCO.

18) The supplier is legally precluded from proceeding against SIDCO for the amount due in the wake of non payment of amount by concerned establishment to whom supply of goods or services made.

19) The supplier is bound to indemnify the SIDCO for the damages resulting from any dent to quality of supply of goods and services to the concerned Department.

20) No interest or compensation recoverable from SIDCO by the supplier for the delay in getting the amount which is attributable to the concerned establishment.

21) SIDCO reserves the right to terminate the contract at any time for breach of any of the terms of this agreement giving one month notice to the supplier and the registration of the supplier will there on would stand cancelled.

22) All disputes arising out of this agreement shall be subjected to the jurisdiction of court at Ernakulum only.

In witness where of Shri.

the Supplier

and Shri.

SIDCO

.....has hereunto set their hands the day and year first above written.

Signed by the Manager, Sales Emporia/Marketing Centre/Mktg.Cell In the presence of witnesses:

1)

2)

Signed by Shri.

In the presence of witnesses

1)

2)