

**THE PLANTATION CORPORATION OF KERALA LIMITED**  
**(A GOVERNMENT OF KERALA UNDERTAKING)**  
**KOTTAYAM-4**

**RE-E-TENDER CONDITIONS FOR THE SUPPLY OF FACTORY**  
**MATERIALS - T.M.T.D – 97% - 2015 SEASON**

SEALED competitive re-e-tenders are invited in the form attached to these conditions for the supply of Factory Materials **T.M.T.D – 97% - 5343.50 Kgs** . The supply should be effected within the period specified in the purchase order. The tender should accompany Earnest Money Deposit equivalent to 1% of the total cost of the materials quoted.

1. The quantity mentioned in the Schedule is only approximate and the supplier will have to effect the supply the entire quantity as shown in the Purchase Order.
2. The rate to be quoted by the tenderer should be for the supply at Units shown in the Schedule. The rate should include all taxes, duties, cesses, loading and unloading charges and transporting charges for the supply of the items in the various places. The rate should be firm till the supplies are over. No price variation clause will be entertained. The conditions printed or other wise added to the tender will not be binding on the Corporation.
3. Samples with test report of the materials from a recognized lab should be produced along with the tender. The value of the samples if any asked to be given in the estates can be claimed by the tenderer along with the cost of the supply of the material.
4. The supply of the material should be strictly as per the sample. The Managers of the estates or any Officer authorized for the purpose will inspect the material and if the same do not confirm to the above specifications is noticed and such part of the material received is rejected on that account, the losses and expenses thus sustained to the Corporation will be realized from the tenderer. The decision of the Managing Director in this regard will be final.
5. The period for supply of the material should be strictly adhered to. No extension of period will be allowed in the ordinary course. For delayed supply if any, Corporation has the right to realize penalty @ ½% of the cost of the material to be supplied for every seven days of extension. For less than seven days, proportionate penalty will be realized.
6. If the tenderer withdraws from his offer or fails to supply the item within the time mentioned in the purchase order before the expiry of the period of supply, the Corporation may arrange purchase of the item as a whole or part thereof at any rate and the losses and expenses incurred on this account will be realized from the tenderer apart from forfeiting the EMD/Security Deposit.

7. The acceptance of the tender rests with the Managing Director who does not bind himself to accept the lowest rate or any other rate.
8. As this is a sealed competitive re-e-tender, normally negotiation will be held with the lowest quoted party [sample approved]. But if the company felt that the rate quoted by the lowest party[sample approved] is not reasonable or if the company desires to have a contract with more than one supplier the company has the right to negotiate with any of the other parties[ samples approved] participated in the tender.
9. The Corporation will have the unrestricted right and liberty to distribute the quantity among two or more suppliers if so found necessary.
10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement, with the Corporation. A Security Deposit equivalent to 5% of the contract (including EMD) should be made before executing the agreement. Time is the essence of the contract.
11. The Contractor shall not assign, transfer make over, underlet or sublet or otherwise part with the benefits of the contract to any person or firm or body corporate.
12. In case the contractor fails to make the supply of the entire quantity of the material or after having supplied part of the quantity, fails to fulfill the contract in full, all or any of the material not supplied Corporation has the right to cancel the agreement and to forfeit the EMD and security deposit and may, at the discretion of the Managing Director be purchased by means of another tender, quotation or by negotiation or from the next highest tenderers, and the resultant losses and expenses, if any, sustained to the Corporation together with such amount as may be fixed by the Managing Director towards the cost of damages be realized from the defaulting Contractor. Even in the case where no alternate purchases are arranged for the materials not supplied, the Security Deposit of the contractor will be forfeited.

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13. All payments to the contractor will be made by cheque only but if the party requested to effect the payment through RTGS such payment will be effected after deducting service charges from the party. No advance payment or part payment will be made unless it is specified in the purchase order. The contractor will send the original invoice to the Head Office and copy to the concerned estate. The payment will be effected after getting the Stores Receipt Note , Invoice and satisfactory report of the chemical from concerned units.

The following certificate is to be furnished in the invoices.

“Certified that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act,VAT or the Rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant Act or the Rules made there under. Certified further that we

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.....

..... (address) are registered as dealers in the State of ..... under Registration No./TIN .....

..... for the purpose.”

14. EMD equalent to 1% of the total amount in the form of Demand Draft drawn in favour of The Plantation Corporation of Kerala Limited, payable at Kottayam should be submitted within the time mentioned and a scanned copy of the Demand Draft should be attached along with the e-tender. The Security Deposit (rounded to the nearest next rupee) should be submitted in the form of demand draft drawn in favour of The Plantation Corporation of Kerala Limited, payable at Kottayam only.

15. The EMD of the unsuccessful tenderers will be refunded within 30 days of the finalisation of the tender. The Security Deposit of the contractor will be refunded within 60 days of the completion of the contract.

16. No interest will be given for EMD/Security Deposit.

17. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Courts having jurisdiction at Kottayam only.

18. Corporation have right and unrestricted liberty to postpone, with held, and cancel the tender and contract without assigning any reason. In the event of such cancellation, contractor has no right to claim any compensation for the action taken by the Corporation

19. The cost of tender form of **TMTD – Rs.1,718/- (including tax)**. and should be submitted through online link in the website while submitting the tender. Otherwise tender could not be valid and hence can not be considered.

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: 4:

20. The location and address of the Units to which the supplies are to be effected are shown in separate Schedule attached.

**22. The last date and time of submission of the bid for TMTD is 5 PM on 04.05.2015.** Tender should accompany the following:

1. Offer showing the rate for supply of material.
2. EMD equivalent to 1% of the total amount. Demand Draft for the same is scanned & submitted along with the tender and original Demand Draft should produce at Purchase Department on or before 08.05.2015, 10 AM.
3. Tender conditions duly signed in all pages in token of having accepted the same.
4. Sample if required as per the schedule.
5. Test report of the materials from recognized lab should attached along with the tender.

The tenders will be opened at 11 AM on 08.05.2015, in the presence of intending tenderers or their authorized representatives if any present.

MANAGING DIRECTOR

KOTTAYAM,  
18.04.2015

**THE PLANTATION CORPORATION OF KERALA LTD,**  
**KOTTAYAM - 04**

**FACTORY MATERIALS - SCHEDULE**

<b>ITEMS</b>	<b>KGL Factory [kgs]</b>	<b>Kallala Factory [kgs]</b>	<b>Perambra Estate</b>	<b>Total [kgs]</b>
TMTD Powder 97% (Kgs)	1250	4000	93.5	5343.5

SCHEDULE

FORM OF TENDER

<u>Item to which</u> <u>Rate quoted</u>	<u>Unit</u>	<u>Nos</u>	<u>Rate quoted</u> (All inclusive)	<u>Total Amt</u> Rs. Ps.
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1. Details of EMD :

2. Remarks :

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The tender conditions are accepted and attached with this duly signed in all pages.

Signature of the Tenderer :  
Name and Address (with Village, Taluk,  
District and Pin Code) :

Telephone No. & Fax No. :  
Date :  
E-mail ID :