

THE PLANTATION CORPORATION OF KERALA LIMITED

(A Government of Kerala Undertaking)

(Registered Office: Kottayam – 4.)

e-TENDER CONDITIONS FOR THE SUPPLY OF UMBRELLAS - 2015

e-tenders are invited in the form enclosed to these conditions for the supply of Twofold manually opened umbrellas as mentioned in the Schedule attached. The supply should be effected within the period specified in the Purchase Order. The tender should accompany Earnest Money Deposit equivalent to 1% of total cost of materials quoted.

1 . The quantity mentioned in the schedule is only approximate and the supplier will have to effect the supply to 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 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 otherwise added to the tender will not be binding on the Corporation.

3. The period for supply of the materials should be strictly adhered to. No extension of period will allowed in the ordinary courses. For delayed supply, if any Corporation has the right to realize penalty at the rate of 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.

4. If the tenderer withdraws from his offer before the expiry period of supply, the Corporation may arrange purchase of the item as a whole or part thereof at any rate and the resultant losses and expenses incurred on this account will be realized from the tenderer apart from forfeiting the EMD/Security Deposit.

5. The acceptance of the tender rests with the Managing Director who does not bind himself to accept the lowest rate or any other rate.

6. As this is a sealed competitive 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.

7. 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 amount (including EMD) should be made before executing the agreement. Time is the essence of the contract in this case.

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8. 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.

9. 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 fulfil the contract in full, all or any of the material not supplied Corporation has the right to cancel the agreement and to forfeit the 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 expenses and 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 can be forfeited.

10. 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 concerned estate with copy to the Head Office. 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 or the Rules made thereunder and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant Act or the Rules made thereunder. Certified further that we (address) are registered as dealers in the State of under Registration No..... for the purpose.”

11. EMD equivalent 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.

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

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

14. 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.

15. **Sample should be produced on or before 13.05.2015 10 AM.** The value of the sample, 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. If samples are not submitted within due date of the tender, the tender will not be considered for further evaluation.

16. The Corporation will have the discretion to distribute the quantity among two or more suppliers, if so found necessary.

17. If the material supplied is not found in good quality, such materials should be replaced by the supplier within a week and if not replaced the same within the stipulated time, the Corporation has the right to procure the same from other sources at the risk and cost of the supplier without further intimation.

18. Corporation have right and unrestricted liberty to postpone, withhold, 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 is Rs.1374/- (including VAT) 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.

20. The last date and time of submission of the bid for Twofold manually opened umbrellas is 5 PM on 07.05.2015. Tender should accompany the following:

- i. Offer showing the rate for supply of material.
- ii. EMD equivalent to 1% of the total amount. Demand Draft for the same is to be scanned & submitted along with the tender and original Demand Draft should be produced at Purchase Department on or before 13.05.2015 10 AM.
- iii. Tender conditions duly signed in all pages in token of having accepted the same.
- iv. Sample as per the schedule should produced on or before 13.05.2015 10.00 AM.

The tenders will be opened at 11 a.m. on 13.05.2015, in the presence of intending tenderers and their authorized representatives, if present.

KOTTAYAM,
18.04.2015

MANAGING DIRECTOR

\SCHEDULE

THE PLANTATION CORPORATION OF KERALA LTD., KOTTAYAM-4.
UMBRELLAS (TWO FOLD MANUALLY OPENED LADIES UMBRELLAS –

2832 Nos.(Approx)

Colour	: Black
Cloth	: Nylon
Size	: 21” x 8
Ribs	: Janatha or equivalent quality
Rod	: Chromium Plated Janatha or equivalent quality
Handle	: Rixin covered spring handle or Solid Nylon handle (Black)

Rate should be quoted per one).

Supply should be made at the following Estates/Offices:

Kodumon Estate	-	701 Nos.
Rubber Wood Factory	-	10 “
Chandanappally	-	647 “
KGL Factory	-	79 “
Thannithode Estate	-	175 “
Kalalla Estate	-	290 “
Kallala Factory	-	48 “
Adirappally Estate	-	244 “
Oil Palm Factory		81 “.
Perambra Estate	-	116 “
Nilambur	-	98 “
Kasaragode Estate	-	110 “ ”
Rajapuram Estate	-	59
Cheemeni	-	40 “
Mannarghat	-	29 “
Head Office	-	56 “
Regional Office	-	02 “
TSR Factory	-	47

Total - **2832 Nos**
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