

THE PLANTATION CORPORATION OF KERALA LIMITED

(A Government of Kerala Undertaking)

(Registered Office: Kottayam – 4.)

Tender Conditions for the Supply of materials for RKVY Cashew Nursery Project for Kasaragode & Cheemeni Estates

Tenders are invited in the form attached to these conditions for the supply of **Polybag 2,137 Kgs., & Green Shade Net (75% Shade) 7,359 m² (Approximate)** for Cashew Graft Nursery at Kasaragode & Cheemeni Estates subject to the following terms & conditions.

- 1) The tender should accompany Earnest Money Deposit equivalent to 1% of the amount quoted for the total cost of materials to be supplied.
- 2) The quantity mentioned in the schedule is only approximate and the supplier will have to supply the entire quantity mentioned in the Purchase Orders and will have to be supplied within the period stipulated therein.
- 3) The rate to be quoted by the tenderer should be for the supply to all the units as shown in the Schedule as per the direction of unit head concerned. The rate should include **all taxes, duties, cesses, loading and unloading charges and transportation charges** for the supply of the items at the various places as per the direction of each units-in-charge. 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.
- 4) Time is the essence of the contract. The Supplier should supply the quantity and quality as per each purchase order as well as the entire material (full quantity) within the time limit stipulated in the purchase order.
- 5) The time for supply of the materials should be strictly adhered to. No extension of time will be allowed in the ordinary courses. For delayed supply, if any, penalty at the rate of ½ % of the cost of the material to be supplied will be realized for every seven days or part thereof until the date of actual delivery penalty subject to a maximum of 10% of contract price of the delayed supply. After two weeks the delay is continued; Corporation is at liberty to terminate the contract at the risk and cost of the Supplier.
- 6) Conditions other than mentioned in the tender conditions published by the corporation is not binding / acceptable. The rate shown in the Tender Form will be final. No additions / deletion in tender conditions / rate will be accepted.
- 7) Supply of the material should be made strictly as per requirement. If the supplied materials does not conform to the requirement, such part of the material received will be rejected. The resultant 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.
- 8) Samples should be produced on or before the due date and time of the tender wherever it is required in the Schedule. The value of the sample, if any, 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.
- 9) If the tenderer withdraws from their offer before the expiry period of supply, the Corporation will have has liberty to cancel the agreement and to forfeit the security deposit and EMD and also to arrange purchase of the items not supplied as a whole or part thereof at any rate from

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anywhere else and the losses and expenses incurred on this account will be realized from the tenderer, apart from blacklisting the tenderer from participating in future tenders.

- 10) The acceptance of the tender rests with the Managing Director who does not bind himself to accept the lowest rate or any other rate. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to him as per the purchase order.
- 11) Communication of acceptance of the offer normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement. A security deposit equivalent to 5% of the contract amount (including EMD) should be made before executing the agreement.
- 12) The Supplier shall not assign, make over, underlet or sublet the Contract to any person or firm.
- 13) In case the Supplier fails to supply 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, the Corporation has authority 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 loss, if any, sustained to the Corporation together with such amount as may be fixed by the Managing Director towards the cost of damages be realised from the defaulting Supplier. Even in the case where no alternate purchases are arranged for the materials not supplied, the Security Deposit of the Supplier can be forfeited. The supplier who failed to fulfill the contract obligation is liable to be blacklisted from participating in future tenders.
- 14) All payments to the Supplier will be made by cheque or through RTGS, and such payment will be effected after deducting service charges if any, from the party. No advance payment or part payment will be made unless it is specified in the Purchase Order. The Supplier will send the original invoice to the estate concerned with copy to the Head Office. Payment will be effected after getting the original invoice, Store Receipt Note and satisfactory report from units concerned and scrutiny of bills.
- 15) The following certificate is to be furnished in the invoices.

“Certified that the goods on which Goods & Service Tax has been charged have not been exempted under the Goods & Service Tax Act or the Rules made thereunder and the charges on account of 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 GST Registration No..... for the purpose.”
- 16) The EMD and Security Deposit (rounded to the nearest hundred rupee) should be in the form of Demand Draft drawn in favour of the **Plantation Corporation of Kerala Ltd.**, payable at **Kottayam** only.

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- 17) The EMD of the unsuccessful tenderers will be refunded within 30 days of the finalization of the tender. The Security Deposit of the Supplier will be refunded within 60 days of the completion of the contract.
- 18) No interest will be given for EMD / Security Deposit.
- 19) 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 at Kottayam Jurisdiction only.
- 20) The Corporation will have the discretion to distribute the quantity among two or more suppliers, if so found necessary.
- 21) Corporation have right and unrestricted liberty to postpone, with hold, and/or cancel the tender and contract without assigning any reason. In the event of such cancellation, Supplier has no right to claim any compensation for the action taken by the Corporation.
- 22) **The cost of tender form Polybag is Rs. 630/- & Green Shade Net is Rs. 210/- (including GST) and should be remitted with the tender. Otherwise tender will not be valid and hence will not be considered.**
- 23) The location and address of the Units to which the supplies are to be effected are shown below:
- | | |
|----------------------|--|
| a. Kasaragode Estate | Plantation Corporation of Kerala Ltd.,
Muliya.P.O., Kasargode -670542 |
| b. Cheemeni Estate | Plantation Corporation of Kerala Ltd.,
Cheemeni.P.O., Kasargode |
- 24) The last date and time of submission of the bid is **2.30 PM on 27/02/2020**. Tender should accompany the following:
- 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 **27.02.2020, 2.30 PM**.
 - Tender conditions duly signed in all pages in token of having accepted the same.
 - Sample should submit on or before **27.02.2020, 2.30**. alongwith the tender documents.
- 25) The tenders will be opened at **3 PM on 27.02.2020**, in the presence of intending tenderers and their authorized representatives, if present.

**KOTTAYAM,
17.02.2020**

MANAGING DIRECTOR

THE PLANTATION CORPORATION OF KERALA LIMITED

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SCHEDULE

The Polybag (made out of fresh virgin material) and Green Shade Net (75% Shade) should confirm to satisfactory standard and workmanship without any defects confirming to the following specifications.

Specifications:

Poly Bag (15*25 cm, 200 Gauge) : 2137 Kg.
Green shade Net (75 % Shade) : 7359 m²

Quantity Required & Place of Supply will be intimated in the Purchase Order.

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 :

1. Details of EMD :

2. Remarks :

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FORM OF TENDER

Item to which	Rate quoted (All inclusive)	Total Amt Rs. Ps.
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L.D.Polybag – 2137 kg. (15*25 cm, 200 Gauge)
(The rate should be quoted per kg.)

Green shade Net (75 % Shade) – 7359 m²
(The rate should be quoted per Sq.Mtr.)

Sample should be produced along with the Tender.

1. Details of EMD :
2. Remarks :

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

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

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