

THE PLANTATION CORPORATION OF KEALA LIMITED
KOTTAYAM:4
CIN No. UO 1119 KL 1962 SGC 001997

PCK/SAL/F-101/3157

28/12/2020

TENDER NOTICE FOR SALE OF LATEX

Sub: Sale of field latex produced at PCK's Kasaragod Estate – Invitation of

Tenders – reg.

It is proposed to sell field latex produced at PCK's Kasaragod Estate on a rate contract basis for a period of one year. Therefore Competitive re-e-tenders are invited from the Rubber Board licensed contractors through the Kerala e-portal (<https://etenders.kerala.gov.in>) for the sale of field latex at Kasaragod Estate subject to the following terms and conditions.

Terms and Conditions:

A. Period of Contract

The period of contract will be one year from the date of Execution of agreement

B. Agency/Purchaser

1. The purchaser who intends to buy field latex shall be a holder of a valid manufacturer's, processor's or dealer's license.
2. The purchaser shall supply sufficient number of clean and empty barrels required for storing field latex at PCK's Kasaragod Estate. He shall also supply the required quantity of ammonia in cylinder and other preservatives for preserving the latex. The Corporation will not be responsible for the coagulation of stored latex due to old and unclean barrels.
3. The purchaser shall take delivery of the field latex from the station within 5 days of intimation by the Estate Manager and issue a receipt for the quantity lifted to the officer in charge of the station.
4. Tare weight and code number of the barrels supplied shall be recorded on the barrels by the Purchaser and the same shall be checked at the collection centres and confirmed. The filled latex barrels shall be weighed at the collection centres in the presence of the authorised representatives of the Purchaser and Estate Manager and a lifting statement showing code number, tare weight, gross weight and net wet weight of latex shall be prepared and signed then and there, which shall be accepted by both parties.
5. The weight/volume of the latex received at the time of taking delivery from the premises of PCK's Kasaragod Estate shall be taken as the final weight of that purchase. The Corporation will not be responsible for any loss in weight or volume during transportation/handling, after taking delivery of the barrel as above.
6. The loading and transportation i.e., engagement of labour and vehicle shall be the responsibility of the purchaser.

C. DRC Estimation/Testing

7. For Dry Rubber Content (DRC) estimation, one sample will be taken from each barrel after thorough mixing. These samples will be divided into 3 specimens. The first

specimen will be analyzed at the PCK's Laboratory by Estate Manager; the second will be issued to the purchaser and the third specimen will be kept at the estate office. In case of any dispute, the third specimen will be analyzed in the presence of the purchaser or his authorized representative at PCK's Laboratory. Request for testing the third specimen shall be made within 30 days of taking the sample.

D. Selling Rate and Payment

8. The purchaser shall pay to the Manager, Kasaragod Estate, the price of the field latex calculated at the contract rate. The rate will be at a premium/discount accepted under the contract on the average latex price for 100% DRC at Kottayam during the **previous week of lifting** as published in the website of the Rubber Board.
9. **Advance:** The purchaser shall remit **Rs 8,000/-** per barrel as advance before taking delivery of latex up to a maximum of **45** barrels. After getting DRC report, the exact price will be informed and the account of each consignment shall be settled at the contract rate within 10 days. If the purchaser fails to remit and settle the entire account within the stipulated time, Corporation is at liberty to cancel all consignments with the purchaser and to forfeit all amount remitted by the purchaser and to conduct re-tender for the sale of the latex at the risk and cost of the purchaser. All expenses loss incurred in this behalf will be on account of the purchaser and Corporation have the right to recover the same with 25% interest from the purchaser and his assets. In the event of such cancelation of consignments with the purchaser, purchaser will lose their eligibility to participate in the future tenders of this Corporation for a period of six months.
10. If the purchaser wants to lift more barrels over **45** Nos. he shall remit advance to cover 95% of estimated sale price plus taxes for each barrel. If the purchaser fails to remit and settle the entire account within the stipulated time, Corporation is at liberty to cancel all consignments with the purchaser and to forfeit all amount remitted by the purchaser and to conduct re-tender for the sale of the latex at the risk and cost of the purchaser. All expenses loss incurred in this behalf will be on account of the purchaser and Corporation have the right to recover the same with 25% interest from the purchaser and his assets. In the event of such cancelation of consignments with the purchaser, purchaser will lose their eligibility to participate in the future tenders of this Corporation for a period of six months
11. The Estate Manager shall issue to the purchaser GST invoice based on DRC for the field latex Goods and Service Tax under the agreement shall have to be borne by the purchaser and have to be remitted by the purchaser along with the price of latex.
12. The purchaser shall issue necessary statutory forms prescribed under the "Goods and Service Tax" to enable the Corporation to comply with assessment procedures under the relevant rules.

E. General conditions

13. Those who are interested to participate in the e-tender cum e-auction, have to download the work item from the e-tender portal and offer bid in the BOQ and upload it along with the scanned copy of the tender condition after signed in the all pages, fully filled tender form , Aadhar card, PAN card and demand draft for EMD in the above e-tender portal. The cost of tender form is Rs.105 (Incl. GST) and same to be remitted through this portal. The last date for bid submission is on 08/01/2021 at 5.00 P M and tender will be opened on 11/01/2021 at 3.00 PM

14. The bid shall be submitted through the above said web portal only. The original Demand Draft for EMD to be submitted at PCK's Head Office or PCK's nearby estate offices on or before 10:30 AM of e-tender opening date. Demand Draft received after the due date and time will not be considered. The tenders will be opened on 11/01/2021 at **3 PM**.

F. EMD & Agreement

15. **An EMD of Rs 50,000/-** for PCK's Kasaragod Estate shall be remitted in the form of **Demand Draft** drawn in favour of Plantation Corporation of Kerala Ltd payable at **Kottayam**. The EMD of the first 2 successful tenderers who quote the highest rate of premium/lowest discount will be retained till the execution of agreement. The EMD of the remaining tenderers will be refunded immediately. The execution of the agreement with the successful tenderer shall be made within 10 days of the receipt of the letter of intimation.
16. **Security Deposit:** The successful tenderer on getting intimation of acceptance of the offer has to remit Security Deposit and execute an agreement on Kerala stamp paper worth Rs.200/-. The security deposit will be refunded on expiry of the contract period subject to adjustment of any amount outstanding against the value of materials taken or for any losses or damages caused to the property of the Corporation during the course of lifting the material from the premises of the station. EMD remitted can be adjusted towards part of the Security Deposit. Security Deposit shall be **Rs 1,50,000/-** for PCK's Kasaragod Estate .
17. The agreement can be rescinded by either party by giving 2 months' notice in writing to the other party.
18. The Managing Director reserves the right to accept or reject any offer without assigning any reason thereof.
19. In case of disputes or doubts, the decision of the Managing Director, Plantation Corporation of Kerala Ltd, Kottayam -4 will be final and binding on all.
20. All taxes duties and other levies if any, relating to purchase and transportation of latex shall borne by the contractor. The contractor shall indemnify and keep the Corporation indemnified against any such claims.
21. The jurisdiction regarding any dispute whatsoever between the parties in respect of this contract shall be exclusively with the Court having Jurisdiction at Kottayam only.

Sd/-

GENERAL MANAGER (C) i/c

THE PLANTATION CORPORATION OF KEALA LIMITED

KOTTAYAM:4

CIN No. U0 1119 KL 1962 SGC 001997

1. Tender Reference No. :

2. Due Date :

3. Name & address of the tenderer :
With phone No.

4. License No. (Dealers/Processors/
Manufacturers) :

5. GST Registration No. :

6. Details of EMD remitted : Rs 50,000/-

7. I agree to abide by the terms and conditions stipulated in the Tender Notice dated

Place:

Signature:

Date:

Name of Tenderer: