

THE PLANTATION CORPORATION OF KERALA LIMITED

(A Government of Kerala Undertaking)

Registered Office: Kottayam 686004.

CONDITION FOR AGENCY-CENTRIFUGED LATEX 60%

1. The Agency will be for a period of one year from 01-04-2025 to 31-03-2026.
2. Agent shall diligently and faithfully serve the Corporation as its Selling Agent.
3. Sale of latex in PCK Ltd. would be done through e-tender cum e-auction only and the condition mentioned in the Annexure-I regarding e-sale would be an integral part of this Agency Condition.
4. (a) An agreement in Kerala Stamp paper worth RS.200/- is to be executed.

(b) An Amount of RS.1,00,000/- has to be remitted as Security Deposit before executing agreement.
5. Commission payable for month will be as following.

Quantity	Commission
Up to 149 drums	Nil
150 to 200 drums	0.50%
201 to 300 drums	0.55%
301 to 400 drums	0.60%
401 and above	0.75%

- (a) If any agent fails to sell a minimum quantity of 150 drums (194 W.Kg.per drum) of latex per month, he will not be eligible for any commission for the month and the Corporation will have the option to terminate the agency.
- (b) An agent lifted more than 1008 barrels (84 barrels x 12 months) with a minimum off take of 84 barrels per month; he is eligible to the annual commission of 0.55%.
- (c) An agent lifted more than 504 barrels (84 barrels x 6 months) with a minimum off take of 84 barrels per month; he is eligible to the annual commission of 0.40%.
6. Agent shall pay cost to be paid all amount due from the customer for supplies made as per order from the Agent. Agent will be responsible for the collection of bill amount with interest at 25% (per annum) for delayed payment.
7. Corporation shall have the right to effect direct sales to any parties and the agent shall not to be eligible for commission for such sales.
8. Appointment can be terminated with one months' notice by either party without assigning any reason.
9. If the Corporation feels that the Agent is resorting to unhealthy or unsound trade practice, the appointment is liable to be cancelled without due notice.
10. Corporation has the right to cancel the agency at any time if the Corporation feels to switch over to other system if beneficial to Corporation.

11. All applicable taxes will be levied in addition to the prices fixed by the Corporation from time to time.
12. The prices applicable will be the price on the date of the Delivery Order. The material is to be lifted from the Godown of the principal within 7 working days subsequent to the date of Delivery Order. If the material is not lifted within the prescribed time limit, the price on the date of lifting the material will become applicable if there is an upward trend in the price and price on the date of the Delivery Order will continue to apply if there is downward trend in the price. If the material is not lifted within the said 7 days, Godown charges at the rate of RS.15/- will be charged per ton per day. If the material is not lifted within 15 days from the date of Delivery Order the principal will be entitled to forfeit the entire amount remitted by the party and to cancel the delivery order and to recover from the agent the loss or damage suffered by the principal on account of the agent's breach of contract.
13. If in the process of loading transporting etc. of the latex being taken delivery of by the Agent/Purchaser or their employees vehicles etc. any loss whatsoever is caused to the principal by damaged or destruction of its properties building or any other structures or by injury to any person or otherwise, the agent shall forthwith on demand make good such loss to the principal by cash payment failing which the principal will be at liberty to recover the same from the Agent. Such loss or damage shall be assessed by the Managing Director of the Principal whose decision shall be final and binding on the Agent.
14. The Corporation has every right to accept or reject any tender whether it is H1 or H2. The agent has no claim or right to get the material even though he/she attained H1 position. Acceptance of any tender is at the full discretion of the principal party.
15. If the H-1 qualified Agent is unable to remit the amount payable as per e-tender cum e-auction, his/her Security Deposit of Rs.1 Lakh will be forfeited by Corporation and agency will be terminated and damages if any caused to the Corporation may be recovered from the Agent. Moreover, the Agent would be black listed to participate in any of the future tenders floated by the Plantation Corporation of Kerala Ltd.
16. Orders should be made only to those who are having valid Rubber Board License. A copy of valid Rubber Board License of the purchaser has to be submitted to the principal.
17. Corporation will have the right to appoint more number of Agents at any time.
18. Supply will be made from the Factory Godown in the estates of the Corporation.
19. The quantity and the quality of the goods can be checked before it is lifted from the Godown of the Corporation and no complaint regarding the quantity or quality of the goods will be considered after the goods are lifted from the Godown.
20. In the event of any dispute arising in relation to or in connection with this agreement, the same shall be subject to the jurisdiction of the Court at Kottayam only.
21. All conditions of the forthcoming e-tendering process for the sale of latex in PCK Ltd. also would be applicable to this agreement.

General Manager (Commercial)

The above terms and condition hereby accepted:

(Name, Address with Kara, Village, Taluk & District & signature)

Format of Agreement

THIS AGREEMENT is made on this the 1st day of April 2024, between THE PLANTATION CORPORATION OF KERATA LTD., a Company incorporated in India and having its Registered office at Muttambalam P.O., Kottayam-4, Kerala State, India (hereinafter referred to as the "PRINCIPAL") of the One part and..... (herein after referred to as the "AGENT") of the Other Part.

WHEREAS the principal has agreed to appoint the agent and the agent has agreed to act as one of the selling agent of the principal for the sale of centrifuged rubber latex produced in the principal's various estates in Kerala, for the period and upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:

1. The principal hereby appoints the agent to be one of its selling agents for the sale of rubber latex produced at its estates anywhere in India at highest price received through e-tender cum e-auction by the Principal as per the policies laid down from time to time.
2. As discussed and confirmed the said appointment shall be for the period commencing from 01.04.2025 and ending on 31.03.2026 subject however to the provision for termination of the appointment as hereafter mentioned.
3. Sale of latex in PCK Ltd. would be done through e-tender cum e-auction and the condition mentioned in the Annexure-I regarding sale would be an integral part of this Agreement.
4. a).The remuneration payable by the principal to the agent for the agent's service shall be by way of commission calculated on net sale proceeds as follows:-

<u>Quantity</u>	<u>Commission</u>
Up to 149 drums	: Nil
150-200 drums	: 0.50%
201-300 drums	: 0.55%
301 -400 drums	: 0.60%
Above 401 drums	: 0.75%

b). An agent lifted more than 1008 barrels (84 barrels x12 months) with a minimum off take of 84 Barrels per month, he is eligible to the annual commission of 0.55%.

c). An agent lifted more than 504 barrels(84 barrels x 6 months) with a minimum off take of 84 Barrels per month, he is eligible to the annual commission of 0.40%.

For the aforesaid purpose:-

Net sale proceeds shall mean the invoice price of rubber latex sold after deducting there from freight and other transport charges from and beyond the place of dispatch insurance charges, taxes and duties on sale and discounts if any.

Sales shall be deemed to be complete upon dispatch of rubber latex from the principal's factory godown at its various estates.

The commission shall accrue and become payable only on the net sale proceeds actually realized and not on outstanding debts.

Payment of commission shall be made to the agent at the end of every month commencing from 01.04.2025.

The commission payable will be calculated based on the actual quantity lifted and not based on the quantity ordered.

If any agent fails to sell a minimum quantity fixed for the month, he will not be eligible for any commission for the month.

5. The agent will diligently and faithfully serve the principal as it's selling agent and will do everything to promote the sale of principal' s latex and will render all necessary assistance in carrying out and completing all the sale and in particular the Agent hereby covenants with the principal:

i) To obtain advance information of requirements of rubber latex from possible purchasers and furnish the same to the principal. The agent will have to arrange for the sale of the principal's latex at prices being fixed by the principal through e-tender cum e-auction.

ii) To be prompt in the communication of all the purchase order issued to the principal.

iii) To function as the liaison between the principal and the purchasers in obtaining replies to letters, dispatch instructions, etc.

iv) Each agent shall provide security deposit of Rs.1,00,000/- (Rupees one lakh only) by way of RTGS/NEFT to the following bank account of PCK Ltd. in favour of The Plantation Corporation of Kerala Ltd., No interest will be paid to security deposit.

Name of Bank : Canara Bank, Kanjikuzhy
Branch : Kottayam
ACCOUNT No. : 2964201000048
IFS Code : CNRB0002964

v) Not to transfer rights of the agency of agent hereunder.

vi) If the agent desires to bill the consignment to a third party, a written statement contains the shipment details, Rubber Board License Number and GST Number with this effect may be e-mailed to the e-mail id:- pckmarketingdept@gmail.com/marketingdept@pcklimited.in

vii) To obtain orders for the supply of latex only from dealers or manufacturers holding valid license from Rubber board.

viii) To pay the GST and any other taxes imposed by the government at the rates applicable as per rules for the interstate/local sale of rubber.

IX) The agent guarantees a minimum off take of 150 drums (194 W.kg per drum) of latex per month. If the sale in a particular month is below 150 drums no commission will be paid for the month. If the sales fall below 150 drums per month the Corporation will have the option to terminate the agency.

6. The agent hereby guarantees the payment of all amounts due to the principal on account of the sale of rubber latex by the principal by this agreement. The agent shall arrange payments in advance in favour of M/s.Plantation Corporation of Kerala Ltd., Kottayam by RTGS (Real Time Gross Settlement). On receipt of purchase order from the party/agent and full payment, Corporation will issue Delivery Order to the Factory concerned and copy of the same will be given to the party/agent.

7. The principal hereby covenants with the agent.

- i. To execute all order produced by the agent within reasonable time but without being responsible for failure or delay in delivery of latex due to circumstances beyond the principal's control.
 - ii. To issue latex to the purchaser as per the advice of the agent. However, documents will be sent directly to parties, provided the payment in respect of the value of the goods pertaining to the sale is forwarded in advance.
8. The appointment of the agent shall not prejudice the right of the principal to effect direct sale to any of the parties. The principal will have the right to appoint any number of agents at or during any time.
 9. The quantity and quality of the material can be tested by the agents before it is lifted from the godown of the principal and no complaints regarding the quality and packing of the material will be considered after the material is lifted from the godown of the principal. The agent shall be responsible for the complaints, if any, regarding quality and quantity including packing material once the material is lifted from the principal's godown.
 10. The price applicable will be the price on the date of the delivery order. The material is to be lifted from the godown of the principal within 7 working days subsequent to the date of delivery order. If the material is not lifted within 7 working days subsequent to the date of delivery order, the price on the date of lifting the material becomes applicable if there is an upward trend in the price and price on the date of the delivery order will continue to apply if there is a downward trend in price. If the material is not lifted within the said 7 days, Godown charges will be charged at the rate of Rs.15/- per ton per day. If the material is not lifted within 15 days from the date of Delivery Order, the principal will be entitled to forfeit the entire amount remitted by the party and to cancel the delivery order and to recover from the agent the loss or damage suffered by the principal on account of the agent's breach of contract.
 11. If in the process of loading, transportation, etc. of the latex being taken delivery by the agent/purchaser or their employees, vehicles, etc., any loss whatsoever caused to the principal by damage or destruction of its properties, building or any other structures or by injury to any other person or otherwise, the agent shall forthwith on demand make good such loss to the principal by cash payment failing which the principal will be at liberty to recover the same from the agent. Such loss or damage shall be assessed by the Managing Director of the principal whose decision shall be final and binding on the agent.

- 12.If the H-1 qualified Agent is unable to remit the amount payable as per e-tender cum e-auction, his/her Security Deposit of Rs.1 Lakh will be forfeited by Corporation and agency will be terminated and damages if any caused to the Corporation may be recovered from the Agent. Moreover, the Agent would be black listed to participate in any of the future tenders floated by the Plantation Corporation of Kerala Ltd.
- 13.The agreement is subject to delay or failure in supplying latex to the agent or to their constituents due to interference in the agreement by (1) Revised Legislation or (2) Accident, Strike, riot or civil commotion or (3) any disorganization of layout (4) Fire, storm, earthquake or such other acts of God.
- 14.Notwithstanding the aforesaid period of condition, the appointment can be terminated with one month's notice by either party without assigning any reasons. If the Corporation forms an opinion (which is final and not liable to be challenged) that the selling agent is resorting to unhealthy or unsound trade practices or acts against the interest of the Corporation, the appointment is liable to be cancelled by the Corporation forthwith without any notice. Termination of the agreement shall not prejudice or affect the right or obligations to the parties to this agreement which may have accrued prior thereto and the rights and agreements of the parties shall continue under the terms of this agreement in respect of pending orders received prior to such termination and accepted by the principal. General Manager (Commercial) has the right not to accept or reject any order without assigning any reason.
- 15.On the expiry of the period of appointment of one year prescribed in this agreement, the Principal may at its discretion, extend the period of appointment for a further period of one or two years on the same terms and conditions. (In such event the agent shall execute a fresh agreement for the extended period of appointment). Agency conditions admitted by the agent shall form part of this agreement as if it has been incorporated here itself.
- 16.In the event of any dispute arising in relation to or in connection with the agreement, the same shall be subject to the exclusive jurisdiction of the courts at Kottayam only.

IN WITNESS WHEREOF the parties hereto have executed these presents and duplicate hereof on the day and year first above written.

SIGNED, SEALED AND DELIVERED For and on behalf of the **Plantation Corporation of Kerala Limited (PRINCIPAL)** aforesaid by General Manager (Commercial)

In the presence of the witness

1.

2.

SIGNED, SEALED AND DELIVERED FOR and on behalf of (Agent) aforesaid by

In the presence of the witness:

1. (Full Name & Address)

2.

ANNEXURE-I

General Tender Terms & Conditions for e-Sale of Centrifuged Latex- 60% in Plantation Corporation of Kerala Ltd.

This tender is an e-Tender cum e-auction and is being published online for the Sale of Centrifuged Latex-60%. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

Only those who remits an amount of Rs.1,00,000/- (One Lakhs Only) for Agents as Security deposit & executed agreement in the stamp paper worth Rs.200/-and Rs.25000/-(Rupees Twentyfive thousand only) for Direct Customers as Security Deposit; will be eligible for participating in the e-tender cum e-auction.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

The registered bidders in the e-tender should share their ID to PCK Ltd. and only those enlisted by PCK Ltd. can participate in the e-tender cum e-auction process.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

- iv. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copy of the Rubber Board License which every bidder has to upload:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Minimum Quantity in Barrels- 42 Barrels(42 x 194 Wt. Kg.)

Minimum quantity in Tanker - 8000 Wt. Kg.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

D). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in.

E) AUCTION PROCESS:

Immediately after completing the Technical & Financial evaluation, system will automatically take the highest bid mount to auction. Auction is a continuous process where all the bidders can offer a higher price until the system close the process.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

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