

THE PLANTATION CORPORATION OF KERALA LTD

(A Government of Kerala Undertaking)

ISO 9001:2015 Certified Company

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SAL/F/4396

CONDITION FOR SELECTING DISTRIBUTERS FOR SELLING CARBONATED CASHEW DRINK(OCCIANA) IN THIRUVANATHAPURAM, ALAPPUZHA, PATHANAMTHITTA, KOTTAYAM, KANNUR, KOZHICKODE DISTRICTS

The Plantation Corporation of Kerala Ltd (PCK Ltd), the largest plantation Company under Government of Kerala is launching Carbonated Cashew Drink '**OCCIANA**' as a part of our approach towards value addition and diversification project. The product is released from Mooliyar Division of Kasargode Estate. In order to streamline the marketing of OCCIANA, we are inviting applications from interested, financially sound parties for the appointment as Distributor in **Thiruvananthapuram, Alappuzha, Pathanamthitta, Kottayam, Kannur, Kozhikkode Districts** subject to the following conditions.

1. The Agency/Distributor is invited for **Thiruvananthapuram, Alappuzha, Pathanamthitta, Kottayam, Kannur, Kozhikkode Districts**
2. The Agency/Distribution ship will be for a period of one year from the date of award of Distribution. The Managing Director has the liberty to extend the period of contract if so desires by the Corporation.
3. The Distributor should have sufficient vehicle for transportation of the material to distribute in the open market and should have sufficient storage space with cold storage facility to store the soda in good condition and quality.
4. Previous experience in the Distribution of food/beverage items will be an added advantage and this will be counted for selection of Distribution agents.
- 4The Distributor is liable to store the Carbonated Cashew Soda in good condition before delivery in the market without changing the original bottle shape and also keep dimensional stability.
5. The Distributor shall not sublet the Distribution agency.

6. An amount Rs.25000/- should be remitted as security deposit in the form of Demand Draft drawn in favour of The Plantation Corporation of Kerala Limited, payable at Kottayam .

7. The Distributor shall not make any changes in the MRP amount mentioned in the bottle and not sell the product at a rate exceeding the MRP price.

8. The Distributor should remit the full amount of the material indented in advance before lifting the material. No credit facility will be provided by the corporation.

9. In case any serious malpractices/violation of agreement is noticed ,the Managing Director has at his liberty to cancel the Distribution ship and to forfeit the security deposit and to account the same in the revenue of the corporation and also make re-arrangement for the supply of the item at the risk and cost of the contractor if so necessary.

10. Conditions other than fixed by the corporation are not binding/acceptable. No additions/deletion in will be accepted.

11. The Managing Director has the right to cancel the Distribution ship at any time as decided by the corporation. The decision of the Managing Director in this regard will be final.

12. If the Distributor withdraws from his offer before the expiry period of supply, the Corporation has right to cancel the agreement and to forfeit the Security Deposit and also to arrange Distribution ship of the item as a whole or part as per rules and the losses and expenses incurred, if any, on this account will be realized from the defaulted Distributor.

13. The acceptance/appointment of the Distributor will rest with the Managing Director

14. If the company desires to have more than one Distributor at a time , the company has the right to negotiate with any of the other parties who has shown willingness for Distribution .

15. Communication of acceptance of the Distribution ship will be informed to the party. On receipt of the same party shall return a copy of the same duly signed and sealed by return of post and this will be deemed as a concluded contract. More over the Distributor shall also execute an agreement, with the Corporation in Kerala stamp paper worth Rs.200 for the due fulfillment of the contract.

16. The Distributor shall not assign, transfer, and make over, underlet or sublet or otherwise part with the benefits of the Contract to any person or firm.

17. The Distributor should distribute OCCIANA-the Carbonated Cashew Soda in the area allotted to him by the corporation at his cost. The corporation is not liable for any other cost incurred to the Distributor in this regard.

18. In case if the corporation felt that the Distributor has damaged the Carbonated Cashew Soda purposefully 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, Corporation has the right to cancel the agreement and to forfeit the security deposit and may, at the discretion of the Managing Director to distribute by means of engaging other Distributors directly or by negotiation or from other parties 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 defaulted Distributor. Even in the case where no alternate arrangements are arranged for the materials not supplied, the Security Deposit of the Supplier shall be forfeited.

19. Remittance of value of the Carbonated Cashew Soda should be done in advance through online payment methods such as RTGS/NEFT/IMPS etc. at the following bank account.

Bank Details:-

- 1. Name of the Bank : Canara Bank
- 2. Branch : Kanjikkuzhi, Kottayam
- 3. Account No – CA : 2964201000048
- 4. IFS Code : CNRB0002964

20. The Security amount after the expiry of the period contract will be refunded within 45 days of expiry of the contract period. No interest will be given for Security Deposit.

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

22. The Managing Director has right and unrestricted liberty to withhold, and or cancel the Distribution ship and contract without assigning any reason. In the event of such cancellation, Distributor has no right to claim any compensation for the action taken by the Corporation.

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

24. Other conditions regarding the appointments of Distributors can be obtained with the undersigned during the time in between 10.30 AM and 3 PM on working days.

25. The location and address of the Units from which the Distribution will be made is shown below:

**Plantation Corporation of Kerala Limited,
Production Unit-Muliyar Division, Kasargode Estate,
Muliyar Post, Kasargode-670 542**

Interested parties may send their application for Distribution ship along with documents showing proof of GST registration, Identity proof, PAN Card, Address proof etc so as to reach before the Managing Director on or before 03/04/2021

Sd/-

General Manger (C)i/c

KOTTAYAM,
Date:22/03/2021