

THE PLANTATION CORPORATION OF KERALA LIMITED

(A Government of Kerala Undertaking)

An ISO 9001-2015 certified company

CIN:U01119KL1962SGC001997

Registered Office: Kottayam – 4

TENDER CONDITIONS FOR THE SUPPLY OF LAURIC (99%) FOR THE SEASON 2022

PSE/2022-23/575

28.12.2021

SEALED competitive tenders are invited for the supply of **Lauric Acid (99%)- 1.575 MT** for the year 2022-23.

- 1) The quantity mentioned in the schedule is only approximate and the supplier will have to effect the supply of the entire quantity mentioned in the Purchase Order.
- 2) 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 along with the tender. The Security Deposit (rounded to the nearest next rupees) should be submitted in the form of demand draft drawn in favour of The Plantation Corporation of Kerala Limited, payable at Kottayam, as directed in the purchase order.
- 3) The rate to be quoted by the tenderer should be for the supply at units as shown in the Schedule. The rate should include all taxes, duties, cesses, loading and unloading charges 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.
- 4) Time is the essence of the contract. The period for supply of the materials should be strictly adhered to. No extension of period will be 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 upto a period of one month maximum. Thereafter contract fails to supply the item, corporation is at liberty to cancel the agreement and also make re-arrangement for the supply of the item at the risk and cost of the contractor. Corporation has authority to forfeit the entire amount remitted due by the contractor.
- 5) Conditions other than mentioned in the tender conditions published by the corporation are not binding/acceptable. No additions/deletion in tender conditions/rate will be accepted.

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- 6) Supply of the material should be made strictly as per the sample approved by the Corporation. If the supply do not conform to the above specification /approved sample 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.
- 7) If the Bidder 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 purchase 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 tenderer.
- 8) The acceptance of the tender rests with the Managing Director who does not bind himself to accept the lowest rate or any other rate.
- 9) As this is a sealed competitive tender, normally negotiation will be held with the lowest quoted party. But if the company felt that the rate quoted by the lowest party 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 participated in the tender and whose samples are approved.
- 10) Communication of acceptance of the tender will be informed to the tenderer. On receipt of the same tenderer shall return a copy of the same duly signed and sealed by return of post and this will be deemed as 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.
- 11) The Supplier shall not assign, transfer, and make over, underlet or sublet or otherwise part with the benefits of the Contract to any person or firm.
- 12) The Supplier should supply the entire material [full quantity] within the time limit stipulated in the Purchase Order.
- 13) In case the Supplier 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, 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

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may be fixed by the Managing Director towards the cost of damages be realized 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 shall be forfeited

14) All payments to the Supplier will be made by cheque only but if the party requested to effect the payment through RTGS such payment will be effected after deducting the charges from the party. No advance payment or part payment will be made unless it is specified in the purchase order. The Supplier will have to send the original invoice to the concerned estate with copy to the Head Office.

15) The provisions relating to deduction of TDS on purchase of goods under section 194Q and other provisions if any related to taxes will also be applicable.

16) 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 there under and the charges on account of Tax on these goods are correct under the provisions of the relevant Act or the Rules made there under. Certified further that we
..... (address) are registered as dealers in the State of under Registration No.
..... for the purpose."

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 90 days of the completion of the contract. No interest will be given for EMD/Security Deposit.

18) 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.

19) **Sample of the material 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.

20) Corporation has right and unrestricted liberty to postpone, withhold, and or cancel the tender and contract without assigning any reason. In the event of

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such cancellation, Supplier has no right to claim any compensation for the action taken by the Corporation.

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

22) The location and address of the Units to which the supplies are to be effected are shown below:

23) **The cost of tender form is Rs.700/- (including GST)** The Tender should be given in sealed cover superscripting **“Tender for the supply of Spouts for 2022-23 season”** to reach the Managing Director, Plantation Corporation of Kerala Ltd., Kottayam- 686 004 or before **1.00 pm on 14.01.2022**. The tender should accompany the following:

- a) Offer showing the rate for supply of material.
- b) EMD equivalent to 1% of the total amount.
- c) Tender conditions duly signed in all pages in token of having acceptance of the same.
- d) Samples required as per Schedule.
- e) Test report of the materials from recognized lab should attached along with the tender.

The tenders will be opened at **2.30 p.m. on the same day**, in the presence of intending tenderers or their authorized representatives, if present.

KOTTAYAM,
28/12/2021

S/d
MANAGING DIRECTOR

Note: Those who download the above tender form from the website should enclose DD for Rs.650/- (including GST and Other Charges) towards the cost of Tender Form along with the tender documents. Otherwise, the tender will be invalid hence cannot be considered.

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TENDER SCHEDULE

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Material	KGL Factory [Kgs]	Kallala Factory [Kgs]	Total [Kgs]
Lauric Acid	1000	575	1575

Encl. Sample with test Report.

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FORM OF TENDER

1. Details of EMD :

2. Remarks :

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

Signature of the Tenderer :

Name and Address :

Phone No. & Fax No. :

E-mail ID :

Place :

Date

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SUPPLIER EVALUATION QUESTIONNAIRE

Sl.No.	Particulars	Supplier Details
1	Name & Address of the Supplier	
2	Name of Proprietor/Managing Director	
3	Mobile No.	
4	Location of the Company	
5	Type of Ownership	
6	Item Manufacturing	
7	Annual Processing Capacity	
8	Annual Turn Over	
9	Infrastructure Details	
10	ISO/Quality Certificate Procured or Not	
11	Material Supplied to PCK Ltd.	
12	Year of Supply	
13	Name of Major Customers	
<i>Remarks :</i>		
		Senior Asst./Admn.Officer
Evaluated & Recommended		
		Head of Department

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