

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

PCK/SAL/F-101/3184

23/08/2024

**TENDER CONDITIONS FOR THE SALE OF FIELD LATEX FROM CHEEMENI ESTATE**

It is proposed to sell field latex from Cheemeni Estate of PCK on a rate contract basis for a period of one year. Therefore competitive e-tenders, sealed are invited from the Rubber Board licensed contractors through the Kerala e-portal (<https://etenders.kerala.gov.in>) and direct tender respectively for the sale of field latex from Cheemeni 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, processor or dealer license from the Rubber Board.
2. The Purchaser shall supply sufficient number of clean and empty barrels required for storing field latex at Cheemeni 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 Cheemeni 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. One homogenized sample will be taken from the above samples (from one truck load consisting of maximum 40 barrels). The homogenized bulk sample will be divided into three 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, Cheemeni 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 8,400/-** 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 amount 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 amount 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 e-tender**, 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 conditions after signed in 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.118/- (Incl. GST) and same to be remitted through this portal. The bid shall be submitted through either above said web portal or sealed tender. The original Demand Draft for EMD to be submitted at PCK's Head Office on or before 10:30 AM of e-tender opening date. The last date for e-tender submission is **on 23/09/2024 at 2:00 P M and tender will be opened on 24/09/2024 at 2:30 PM**
14. Those who are interested to participate **in sealed tender**, party have to receive the tender conditions and tender form from Cheemeni Estate office after remitting Rs.118/-(including GST) as cost of tender form and offer bid in the tender form and submit it along with the tender conditions after signed in the all pages, fully filled tender form, Aadhar card, PAN card and demand draft for EMD at Cheemeni Estate office before the last date of bid submission. The last date for sealed tender submission is **on 23/09/2024 at 2:00 P M and tender will be opened on 23/09/2024 at 2:30 PM at Cheemeni Estate office.**

15. The Original Demand Draft and relevant documents as per clause No. 13, of the bidders who are submitted bid through the web portal to be submitted at PCK's Head Office on or before 10:30 AM of e-tender opening date.

F. **EMD & Agreement**

16. **An EMD of Rs 50,000/-** shall be remitted in the form of **Demand Draft** drawn in favour of **The Plantation Corporation of Kerala Ltd** payable at **Kottayam or through RTGS**. The EMD of the first 2 successful tenderers who quote the highest rate of premium/lowest discount among the e-tender and sealed tender 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.
17. **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 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/-**.
18. The agreement can be rescinded by either party by giving 2 months notice in writing to the other party.
19. The Managing Director reserves the right to accept or reject any offer without assigning any reason thereof.
20. 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.
21. 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.
22. 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.
23. The Managing Director have all the rights for extending the dates of the tender after the time for submitting the tender if it feel that the the participation in the tender is not sufficient for finalizing the sale. If dates are extended, the tenders received would be opened in the extended time only and also permitted the party to submit revised offer during the extended time. If it do so, the higher value submitted by the party only will be considered as offer amount.

Sd/-

**GENERAL MANAGER (C)**

# **THE PLANTATION CORPORATION OF KEALA LIMITED**

## **KOTTAYAM:4**

**CIN No. UO 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: