

TENDER/TENDER-CUM-AUCTION NOTICE

Following rubber items available in our L.C.Factory, Kulathupuzha will be sold by tender/tender-cum-auction.

Item	Method of sale	Method of quoting rate	EMD by DD Payable at Punalur
1. Trap Rubber : 15 MT	Tender-cum-auction	Per Kg DRC	Rs.15,000/-
2.Trap Rubber 2 nd Grade : 2 MT	-do-	Per Kg.	Rs.2,000/-
3. Crumb Milling Waste : 1 MT	-do-	Per Kg.	Rs.1,000/-
4.Centrifuging Waste : 2 MT	-do-	Per Kg.	Rs.2,000/-
5.Skim Crepe : 27 MT	-do-	Per Kg.	Rs.30,000/-
6.Skim Crepe 2 nd Grade : 1 MT	-do-	Per Kg.	Rs.1,000/-
7. <u>Crumb Rubber</u> : (a) ISNR-20 : 18 MT (b) ISNR-50 : 9 MT	-do-	Price per kg.	Rs.30,000/-

Last date and time for receipt of tender : 01.10.2009, Up to 12 Noon
Date and time of auction : 01.10.2009, 12.30

PM.

Date and time of opening of tender : 01.10.2009, After the auction

Signed tender/tender-cum-auction conditions should be produced along with the tender. Sales conditions and further details of the sale can be had from the office of the company at Punalur.

RPL/COM/ 1740/2009 Dt.16.09.2009
(SALES)

SD/- DEPUTY MANAGER



An ISO 9001:2000 Company

Rehabilitation Plantations Limited

A Joint Venture of Govt. of India & Govt. of Kerala

Regd. Office: Punalur – 691 305, Kollam Dt. Kerala, India.

E-mail: mdrpl@sancharnet.in

www.rplkerala.com

Tel: Office :2222971,2222972, 2222973, M.D. 2222210 Telegrams: "REHAB" Fax: 0475-2223866

CONTITIONS ATTACHED TO THE NOTIFICATION NO.RPL/SALES/1740/2009 DT16.09.2009 FOR THE SALE OF CRUMB RUBBER DUE ON 01.10.2009

01. The quality and grades of ISNR mentioned below, as per notification No.RPL/SALES/1740/2009 **Dated 16.09.2009** is approximate production for the period up to **31.08.2009** However, the sale will be for the actual quantity only.

GRADE	QUANTITY	EMD (Rs.)	Days allowed for remittance of value from the date of confirmation
ISNR 20	18 MT	Rs.30,000.00	10 Working Days
ISNR 50	9 MT		

02. All the intending tenderers shall furnish an **EMD of Rs.30,000/-** as specified above in favour of Rehabilitation Plantations Ltd, in the form of Demand Draft payable at Punalur, which should be attached to the tender.
03. Sealed cover super scribed **OFFER FOR PURCHASE OF CRUMB RUBBER** containing offers, signed conditions of sale and EMD should reach **THE MANAGING DIRECTOR, REHABILITATION PLANTATIONS LIMITED, PUNALUR** on or before **12 PM on 01.10.2009**. The offers will be opened on the same day at **12.30 PM** in the presence of representative of the intending tenderers who are present. Every intending tenderer has to sign the conditions of sale for having accepted the same and **offers without signed tender conditions will not be considered.**

04. The tenderer should quote a fixed rate per kilogram for the product offered for sale.

TENDERER

05. The EMD of the highest tenderer will be retained and those of others will be refunded on request after the tender.

06. The EMD in respect of the tenderer whose offer has been accepted will be retained and adjusted as part of the security for due performance of the contract.

07. The tenderer whose offer has been accepted will have to enter into a formal agreement with the company for purchase of crumb rubber as per the terms and conditions fixed by the company within 7 days of the date of communication of the acceptance of the offer by the seller failing which his EMD will be forfeited. The terms and conditions of these presents shall also be deemed to form part of the formal written agreement. In case of failure to execute agreement as above, the concerned goods will be sold at purchaser's risk and loss without specific notice for the same.

08. The Managing Director of the company has absolute discretion and power to accept or reject any offer without assigning any reason.

9.(a) The crumb rubber will be delivered from factory site at Kulathupuzha. Transport shall be the responsibility of the purchaser and the seller will not entertain any complaint regarding the quality or quantity of crumb rubber once it is delivered to the purchaser. Payment of crumb rubber should be remitted within the days as mentioned in condition (1) of the date of intimation accepting the offer. The seller may allow extension beyond the above period based on the request of the successful tenderer with interest @ 18% p.a. at the quoted rate.

9.(b) Grace period of 7 days will be allowed from the date of release order for lifting goods without ground rent. After 7 days, ground rent @ Rs. 10/- per MT per day will be charged from the date of release order till the date of lifting

of goods.

10. Post offers quoting a higher rate if any received within two days after the date of tender with more than a difference of 5% compared to the highest quoted rate only will be considered, that the offerer remits the entire amount while giving his offer.

TENDERER

11. In case the notified tender date happens to be a holiday the tender will be opened on the next working day at the appointed time and venue.
12. All intending tenderers or their agents should have inspected the goods and satisfied themselves of the quality of the goods and the grades thereof, before giving their offer in tender. Once sale is confirmed, the successful tenderer or his agent should check the weight of the materials at the time of delivery and acknowledge the quantity received and no further complaints regarding **low in weight** will be entertained after delivery.
13. A sum of Rs.30,000/- is to be deposited by the purchaser as security deposit for the performance of the agreement.
14. The successful tenderer before executing agreement should furnish a copy of his valid Rubber Board licence to the company
15. Purchase tax or KVAT/CST/Rubber Cess/ any other statutory levies to all sales under the contract shall be borne and paid by the purchaser. The purchaser shall indemnify and keep the seller indemnified against any claim for Purchase tax or KVAT/CST/Rubber Cess/ any other statutory levies on account of sales hereunder
16. The purchaser shall pay in advance the seller the value of crumb rubber by DD payable at Punalur in favour of the company.
17. Letter/letter of acceptance will be binding on the purchaser
18. All suits or other disputes that may arise in connection with matters relating to this contract shall be entertainable only by Courts of Punalur/Kottarakkara which alone shall have their jurisdiction

TENDERER:

Place : Punalur
Date : 16.09.2009

Sd/- COMPANY SECRETARY

CERTIFICATE

I/We hereby certify that I/We/am/are holding a valid dealers licence from Rubber Board (Reg. No.....)

I/We hereby accept the terms and conditions mentioned in the conditions of sale.

Place:
Date:

PURCHASER



Rehabilitation Plantations Limited

A Joint Venture of Govt. of India & Govt. of Kerala

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SALE CONDITIONS OF RUBBER BY TENDER-CUM-AUCTION VIDE

NOTIFICATION NO. RPL/SALES/1740/2009

DT.16.09.2009

1. The following quantities of rubber are notified for sale by tender-cum-auction at the Registered Office of the Company at Punalur. Quantities mentioned are approximate. However the sale will be for the actual quantity only. Place of availability of the materials, method of quoting/bidding, earnest money deposit as well as the days allowed for remitting payment in normal course are mentioned against each item.

Sl No.	Rubber items	Qty(approximate)	EMD Rs.	No of days for Remittance
1	Trap Rubber	15MT	15,000/-	15 Days
2	Trap Rubber 2 nd Grade	2 MT	2,000/-	10 Days
3	Crumb Milling Waste	1 MT	1000/-	10 Days
4	Centrifuging Waste	2 MT	2,000/-	10 Days
5	Skim Crepe	27 MT	30,000/-	15 Days
6	Skim Crepe 2 nd Grade	1 MT	1,000/-	10 Days

2. Offers of intending participants in the tenders along with signed conditions and EMD as stipulated in the above schedule should reach the Managing Director, Rehabilitation Plantations Ltd., Punalur on or before 12.00 Noon on **01. 10.2009**. Likewise those who are desirous of participating in the auction should submit EMD and signed conditions within the above time limit. Auction will be held at 12.30 noon on the same day, after which the tenders will be opened in the presence of representatives of the tenderers.

3. Only those who have valid Rubber Dealer's/ Manufacturer's License, will be allowed to take part in the tender-cum-auction. Those without EMD will not be allowed to take part in the auction. Likewise the offers of tenderers without EMD will be rejected.

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4. (a). Price quoted/bid should be strictly as per the schedule given above. If not, the offers will not be considered.
(b). The intending bidders/tenderers are requested to inspect the goods covered and satisfy the quality of goods offered for sale. Any complaint on quality of goods after tender-cum-auction will not be considered.
5. In normal course, the offer of the highest tenderer/bidder will be accepted and the sale confirmed in his name. However the Managing Director of the Company has absolute discretion in accepting or rejecting any offer without assigning any reason and his decision will be final.
6. Post offers quoting a higher rate if any received within two days after the date of tender with more than a difference of 5% compared to the highest quoted rate only will be considered, provided the offerer remits the entire amount while giving his offer.
7. The tenderer/bidder whose offer has been accepted will have to enter into a formal agreement with the company for purchase of the item quoted by him as per terms and conditions fixed by the company within 7 days of the date of communication of acceptance of the offer by the seller. The terms and conditions of these presents shall also be deemed to form part of the formal written agreement.

A sum of	Rs.15,000/- for Trap Rubber
	Rs. 2000/- for Trap Rubber 2 nd Grade
	Rs. 1,000/- for Crumb Milling Waste
	Rs. 2,000/- for Centrifuging waste
	Rs.30,000/- for Skim Crepe
	Rs.1,000/- for Skim Crepe 2 nd Grade

is to be deposited by the purchaser as Security Deposit for the due performance of the contract. The EMD of the highest tenderer/bidder will be retained and those of the others will be refunded on request after the tender-cum-auction. The EMD in respect of the successful tenderer/bidder will be retained and adjusted as part of the Security for due

performance of the contract. The security deposit will be refunded after lifting of the material and on receipt of non-liability certificate from the concerned Estate/Factory.

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8. The successful tenderer/bidder in whose name the sale will be confirmed will have to remit the value as well as taxes applicable if any, within the time-limit stipulated in the schedule. An extension of 7 days will be allowed on request for remitting value of the material. However, if there is an increase on the date of payment in RSS V price/RSS IV price during the extended period compared to RSS V price/RSS IV price on the date of tender-cum-auction, the difference in RSS V price/RSS IV price will have to be paid by the highest tenderer/bidder in addition to the confirmed rate, even for items not sold on RSS V price/RSS IV price basis. If there is a decrease in RSS V price/RSS IV price, the rate applicable will be confirmed rate.
9. Grace period of 7 days will be allowed from the date of release order for lifting goods without ground rent. After 7 days ground rent @ Rs.10/- (Rupees ten only) per MT per day will be charged from the date of release order till the date of lifting the goods. However, no ground rent will be charged if goods are lifted within the time allowed for payment mentioned in clause (1) above.
10. The RSS V price/RSS IV price mentioned above are the rubber prices of Kottayam Market as published in Malayala Manorama daily, Kottayam/Kollam edition on the date of tender-cum-auction. If no prices are available on the date of tender-cum-auction, the immediate previous price will be charged.
11. In case the successful tenderer/bidder fails to execute agreement and remit value of material within the stipulated period or during the extended period, as per clause (7) and (8) above, his Earnest Money Deposit will be forfeited and the goods will be sold at his risk and cost without any formal notice and the loss, if any, incurred by the company will be recovered from him through legal means. Such tenderer/bidder will not have any claim whatsoever to the material not lifted by him or left behind by him either in full or in part and to the EMD remitted by him.
12. The successful purchaser before executing agreement should furnish a copy of his valid Rubber Board License to the Company.

13. Transport shall be the responsibility of the purchaser. However, loading of goods under sale into the purchaser's vehicle will be done by the seller. The seller will not entertain any complaint regarding quality of the material once it is delivered to the purchaser. The buyer or his agent should also check the weight of the materials at the time of delivery and acknowledge the quantity received and no further complaints regarding low in weight will be entertained after delivery.

TENDERER

14. 'C' form must be produced in advance for those goods, which are dispatched on inter-state basis. If not, 2.04 % value of the material should be remitted in the company additionally as security towards 'C' form.

15. For those goods, which are sold on DRC (Dry Rubber Content) basis, advance payments are to be made on the following basis.

- | | | |
|-----------------|---|-----|
| (a) Trap Rubber | : | 75% |
| (b) Skim Rubber | : | 80% |

16. To determine the DRC of the above items, three representative samples at the time of delivery will be taken in the presence of the purchaser's representative and the seller's representative as nominated by the Manager of the Seller's factory Estates. The first sample will be analyzed in the laboratory of the Company at Kulathupuzha and the DRC so obtained will be used for billing purpose. The second sample will be retained by the purchaser. If there is any dispute in DRC, the third sample will be analyzed in the presence of the purchaser's representative and the Rubber Technologist of the Company. The DRC so obtained will be binding on both parties only if the variation in DRC is more than ± 2 . If the re-analyzed DRC varies by less than or equal to 2 percent, then the original DRC will be made applicable for billing purpose. Requests for reanalysis will be entertained only if intimation is received within 7 days of the date of invoice. No requests for change in date of reanalysis fixed by the Factory Manager will be entertained and the DRC of the first sample will be made applicable in the absence of the purchaser's representative on the date fixed by the Factory Manager.

17. In case the notified tender-cum-auction date happens to be a holiday, then the tender-cum-auction will be conducted on the next working day at the appointed time and venue. No separate notification will be issued to this effect.

18. All suits or other disputes that may arise in connection with matters relating to the above sale shall be entertainable only in courts at Punalur/Kottarakkara, which alone shall have jurisdiction in these matters.

TENDERER

Place: Punalur
Date:16.09.2009

Sd/-
COMPANY

SECRETARY

CERTIFICATE

I/We hereby certify that I/we/am are holding a valid Rubber Board License
No.....

I/We/also hereby accept the above terms and conditions of sale.

Place:
Date:

TENDERER
Signature, Seal & Address.