

The Kerala Ceramics Limited



(A Government of Kerala Enterprise)

TD.No. 28/P&S/1331/ /11-12

PB No: 2 , Kundara , Kollam Dist.

Kerala -691501-INDIA

Phone: 0474-2522248, 2526158

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Dated 12 .11.2011

TENDER NOTICE

Sealed Tenders are invited from the registered contractors/merchants of for the purchase of Used Teak wood from the Mines of Clays & Minerals Division of TKCL at Kundara (vide Annexure enclosed) by way of tender-cum auction sale to be conducted by the TKCL. Sealed tenders will be accepted in the office of the commercial manager upto 11.00 A.M. on 29.11.2011 The auction sale will be held at 11.00 AM on 30.11.2011. Thereafter the received tenders will be opened before tenderers, who are present, by the Dy. Manager-Commercial at Kundara, Kollam, Kerala. If the date of tender cum auction happens to a holiday, the tender cum auction sale shall be held on the next working day at the appointed time and place. Only persons who have submitted sealed tender with required documents as prescribed in condition No. 9 on or before the due date and time will be allowed to participate in the auction sale. If on account of unavoidable circumstances, the auction could not be conducted on the date fixed, another date will be given for conducting the auction. On account of such delayed auction sale, The Kerala Ceramics Limited will not be responsible for payment of any interest on the E.M.D. enclosed along with the tender schedule and no such claim will be entitled by the The Kerala Ceramics Limited. If there is no tender received for any particular lot, that lot will be withdrawn from the auction.

Details of Used Teak wood put up for tender cum auction sale is appended in the Annexure to this notice.

Conditions

1 Tender forms its cost and availability: -

- (a) Tender schedule can be obtained from the Office of the Dy. Manager-Commercial, Kundara during office hours from 21.11.2011 to 28.11.2011 up to 3.30 hours on payment of Rs.500/- (Rupees three thousand only) for each tender schedule plus VAT @ 12.5%. The payment may be made through Demand Draft drawn on any Nationalized Bank in favour of The Kerala Ceramics Limited payable at Kundara or on payment by cash on any working day during office hours of the above said days.

- (b) The tender documents can also be downloaded from the website at www.keralaceramics.com and used for submission. The tender schedule downloaded from the website must be accompanied with the prescribed tender schedule cost plus VAT @12.5% as mentioned in clause (a).
- (c) One tender schedule can be used for offering rates of more than one lot.
- (d) The cost of Tender schedule and VAT are not refundable under any circumstances.

2 Inspection of Used Teak Wood lots by purchasers: -

The intending tenderer/bidder is advised to inspect personally, the Used Teak Wood Lots mentioned available in the Clays and Minerals Division, Kundara shown in Annexure, on any working day between 02.00 p.m. and 4.30 p.m. from 21.11.11 to 28.11.11, before submitting the tender forms and satisfy themselves. The classification made in the Depot and mentioned in the Annexure is final.

3 Presentation of more than one tender form: -

Only one tender should ordinarily be submitted for tender cum auction sale by a person or a party for any particular lot. However, in case two or more tenders with different amounts are presented for any particular lot by one and the same person/party, the tender with the highest amount shall only be considered.

4 Signing of tender: -

- (a) Each page of the tender schedule should be signed by the Tenderer/bidder.
- (b) Telegraphic tenders, Conditional tender, optional tenders will not be considered and they shall be summarily rejected.

5 Tender by defaulter or minor or insolvent or black listed person:

Sealed Tenders submitted by a person or party, who owes dues to the TKCL or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude, or who has been blacklisted, shall be treated as invalid, and earnest money deposit submitted along with such tender shall be forfeited to TKCL.

6 Sale value of Used TeakWood to be tendered:

The tenderer/bidder shall quote/offer rate per lot. The rate per LOT offered should be both in figures and words. In case of difference between the figures and that given in words in any tender, the higher rate of the two will be taken as the tendered amount. The approximate volume of each lot is indicated in the Annexure

7 Tender form improperly filled in:

- (a) Tender schedule not properly filled in or not signed will be rejected. All corrections/additions/alterations in the tender schedule should be attested with full signature.
- (b) Bid amount shall be in multiple of Rs.500/- (Rupees five hundred) per tone for each lot of wood.
- (c) Acceptance of the conditions of tender cum auction sale should be given in writing in the tender form.
- (d) If two or more persons in partnership attend the sale with the intention of purchasing wood jointly, only one member of the partnership will be recognized for the purpose of bidding and the deposit will be accepted in his name. No person will be allowed to bid for another unless he holds a power of attorney duly executed in his favour authorizing to bid on behalf of such other persons.

8 Payment of Earnest Money Deposit (EMD) and sale amount: -

- (a) An amount of Rs.20000/ (Rupees twenty thousand only) has to be paid as Earnest Money Deposit (EMD) by Demand draft by the intending tenderer/bidder who desire to buy Teak Wood logs. The amount (EMD) will be retained as security for the due fulfilment of the condition No 21.
- (b) No interest shall be payable on the Earnest Money Deposit.
- (c) The Earnest Money Deposit of unsuccessful tenderer/bidder will be returned after the tender cum auction sale is over within seven days.
- (d) In the case of successful tenderer/bidder the "Earnest Money Deposit shall be retained as Security Deposit for the due fulfilment of the tender conditions. The EMD paid by successful bidder shall be adjusted in the payment of balance sale amount.
- (e) No interest shall be paid on the EMD so retained.
- (f) The EMD retained as security deposit in case of successful tenderer/bidder will be retained as security Deposit for the due fulfilment of conditions. In case of failure to fulfil any of the conditions, the EMD will be forfeited to TKCL.

9 Presentation of Tender: -

Tenders complete in all respects shall be put in an envelope given along with the tender form, closed, sealed and may be presented in person or sent by registered post to the Dy. Manager- Commercial, The Kerala Ceramics Limited, Kundara, Kollam District, Pin No.691 501, Kerala so as to reach him before 11.00 am (11.00 hrs on 29.11.2011). The filled tender form should be sent along with separate Demand draft for each tender for EMD of Rs.20000/- in the sealed cover which should be superscribed as '*Tender for the purchase of Used Teak Wood Logs on 29.11.2011*'

10 Invalid Tenders: -

Conditional tenders or tenders sent by Telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered.

11 Withdrawal of Tenders: -

Any Tenderer/bidder desirous of withdrawing the tender can do so at least one hour before the time of opening of the tender cover on the following conditions: -

1. The earnest money deposited by the tenderer/bidder shall be forfeited
2. Revocation of withdrawal of tender shall not be permitted.

12 Opening of Tender Sechedule: -

Tenders schedule will be opened at 3.00 p.m on 30.11.2011 by the Dy. Manager-Commercial, TKCL, Kundara in the presence of the tenders/bidders, who choose to be present at the time of opening of the tenders.

13 Conduct of 'Auction sale'

- (a) The auction sale for the lot for which at least one valid tender complete in all respects has been received will be held at 11 Noon on 30.11.2011 by the Dy. Manager-Commercial, Kundara, at the C&M Division, Kundara. The sale will be knocked down in the name of highest bidder. The highest tender amount or the highest bid amount in the auction sale of a lot, which ever is higher, shall be taken as the 'highest bid' for that lot. The highest bidder is the successful tenderer/bidder.
- (b) The Company or Corporation which proposes to bid in the auction should provide the person(s) who is/are to bid with a power of attorney to bid on behalf of the concern signed by the competent person of the board.
- (c) The Officers conducting the sale may at his discretion prevent any person or company or corporation from participating in the tender/auction sale without assigning any reason therefore and that decision shall be final.

14 Successful bidder in the tender cum auction sale

Successful tenderer/bidder shall immediately after auction sale of lot is knocked down, sign his name at the end of the bid list in the column provided for the purpose and such signature will be held as an acceptance on his / her part or his / her having purchased that particular lot of Teak Wood logs and also having accepted the condition of the sale notice.

16 Confirmation of Tender cum auction sale

The tender cum auction sale is subject to confirmation by the competent authority, which reserves to him the right to reject any bid including the highest bid without assigning any reason whatsoever.

17 Withdrawal of bid:

The successful bidder shall not withdraw his/her bid provided orders accepting his/her bid are issued within 60 days from the date of sale. If the successful bidder withdraws his/her offer, the Used Teak will be resold at his/her risk and any loss that may be sustained by the TKCL on account of such resale shall be made good by the defaulter, but he/she will not be entitled to any profit that the TKCL may derive from such resale

18 Presiding Officers decision to be final: -

In case of any dispute that may arise in the context of opening of tenders, the decision of the 'Dy. Manager-Commercial, The Kerala Ceramics Limited, Kundara' shall be final.

19 Equal amounts: -

If equal rates for the same lot are offered by more than one tenderer/bidder, and there is no bid in open auction for the particular lot the tender will be decided by the Dy. Manager-Commercial, by drawing lots, after the sale process in the presence of the tenderer/bidder, who choose to be present at the time of opening of the Tenders.

20 Withdrawal of lot/Modification of quantity: -

The Dy. Manager-Commercial, The Kerala Ceramics Limited, Kundara who is conducting the tender cum auction sale may withdraw any lot or part of the lots from the sale, without assigning any reasons.

Quantity mentioned in annexure is approximate only. Even though maximum care has been taken in estimating volumes, errors can happen due to irregular shape of logs. Bidders are requested to inspect the lots and physically to ascertain the quantities before quoting his/her offer.

21 The successful Tender cum auction sale bidder shall pay the following amount:

- (a) Each successful tenderer/bidder shall pay the full amount (included taxes) by way of Demand draft drawn on any Nationalized/Scheduled Bank in favour of the Kerala Ceramics Limited, Kundara within 7 days from the date of receipt of confirmation order or before taking delivery, whichever is earlier.

Bank Guarantee will not be accepted in lieu of cash or Demand draft.

- (b) No part payment of any instalments will be accepted. Any tenderer/bidder fail to make the necessary remittance by the due date, the EMD already remitted shall lapse to TKCL. The Dy. Manager-Commercial,TKCL, Kundara without any further reference to the tenderer/bidder may resell the wood in question at the risk of the tenderer/bidder, who shall be liable for any loss. The tenderer/bidder shall not be eligible for any profit, which may arise on account of such resale.

22 Taxes to be paid: -

(a) VAT & Other taxes: -

1. Value Added Tax (Previously Sales tax) 12.5% or at the rates in force on that date and other taxes if any, levied by the Government, shall be paid by the tenderer/bidder as per the provisions of the VAT Act and the Rules made there under, along with the payment of tender sale amount.
2. The Tenderer/bidder shall resolve any dispute/litigation with regard to VAT or any Tax, only with the Commercial Tax Department and TKCL will not be a party to it.

(b). Income Tax: -

1. Income Tax shall be paid by the purchaser, as per provisions of the Income Tax Act, 1961 and Rules made there under along with the tender amount.
2. The Tenderer/bidder should mention the Permanent Account Number (PAN) issued by the Income Tax Department. If not allotted, they should specify whether he/she has applied for the PAN, and if so, a copy of the Acknowledgement given by the Income Tax Department should be enclosed.

(c) Other Taxes and Surcharge: -

All other taxes, surcharge etc., payable as applicable has to be paid along with the sale amount. 23 Date of receipt of confirmation order

- (a) Where the tender/bidder fails to indicate the date of receipt of confirmation order in the respective postal acknowledgement or where no acknowledgement is received by TKCL, Kundara the fifth day from the date of confirmation order to the tenderer/bidder shall be reckoned as the date of receipt of confirmation order for calculating the period of 7 days referred to condition No 21 of the tender notice.
- I. If Demand Draft is handed over to the Dy. Manager-Commercial, Kundara in person the date on which it was handed over.

- II. If the Demand draft is sent by Registered Post the date on which the cover containing the Demand draft is delivered to the Office of the Dy. Manager-Commercial, The Kerala Ceramics Limited, Kundara.

24. Deemed Cancellation of tender cum auction sale: -

In the event of failure to fulfil any of the conditions prescribed in Condition No.8, 21 and 22 above, the tender cum auction sale shall be deemed to have been cancelled and all the amount paid by the successful Tenderer/bidder of concerned Lot or Lots, shall stand forfeited by The Kerala Ceramics Limited, Kundara.

25. Delivery of wood: -

- (a) The material sold will be delivered to the successful Tenderer/bidder at the site after completion of all the payments and formalities mentioned in the Notification.
- (b) The sold wood shall be taken delivery by the tenderer/bidder within 15 days from the date of final payment of tendered amount and taxes. If the wood is not taken delivery within 15 days from the date of final payment, it will be deemed that the purchaser has taken delivery of the entire quantity of wood purchased on the 15th day and the wood is kept in bailment from that day with the Dy. Manager-Commercial, Kundara, as bailee. The bailor (purchaser) shall pay ground rent at the rate of Rs.600/- per day per Lot. The bailee will not be responsible for any shortage or deterioration of quality of the wood. The maximum period of bailment is 90 days, after which the sold wood shall become the property of the TKCL.
- (c) The purchaser should give atleast seven days notice of his intention to take delivery to the Dy. Manager-Commercial, TKCL supported by bank remittance in token for payment. No delivery will be made on holidays.
- (d) The approximate volume of each lot is indicated in the Annexure. It is sole responsibility of bidder to estimate the actual volume and quality of wood in each lot before quote is submitted.

26 Delivery of wood through Agents.

- (a) The purchaser when deputing their agents to take delivery of stock must furnish each agent with a power of attorney duly signed and stamped and bearing the signature of the persons deputed. A copy of the power of attorney must also be sent to the Dy. Manager-Commercial by post with four specimen signature of the agents duly attested. Failing this, delivery maybe refused pending verification in which case the delay will count against the purchaser.
- (b) In case of a firm consisting more than one partner or director, the power of attorney so furnished should be signed by all the partners or directors of that firm.

27 Conversion of delivered wood at TKCL's site not allowed: -

No further cleaning or classification of Used Teakwood will be undertaken by the TKCL. The successful Tenderer/bidder shall not be allowed to convert the material in any fashion in the TKCL premises.

28 Transport of wood to be done under proper permit: -

The Tenderer/bidder in whose name the sale is effected shall transport the material under the cover of a Transit permit to be issued by the competent authority of Forest Department to the destination approved by the concerned Dy. Manager-Commercial in terms of Timber Transit and other relevant Rules in force.

29 Deemed acceptances of terms and conditions: -

The fact of submitting a Tender is deemed to be un-reserved acceptance of the terms and conditions of Tender cum auction sale.

30 Tenderers/bidders are responsible to receive all communication: -

All tenderer/bidders of tender cum auction sale shall, at the time of submitting tenders, furnish their specific postal address with Pin Code Nos., Fax No, Telephone No., and e-mail ID to which all communications can be sent. They should also enclose a copy of the Photo Identity Card issued by the Election Commission of India/PAN card/Family Ration Card/Passport. The department will not be responsible for the consequences, if any, if communication sent to the address given in the Tender does not reach the Tenderer/bidder or is returned unserved. The responsibility to receive promptly, all communications intended to any Tenderer/bidder rests fully on the Tenderer/bidder Himself/Herself.

31. Disqualification of Tenders

Canvassing of any type by or for the tenderer/bidder will result in invalidation of the tender and disqualification of the tenderer/bidder from participation in the sale for a period of one year besides initiating criminal action.

32. The person/firm in whose name the tender cum auction sale is confirmed is forbidden to resell the wood in turn or to make negotiations with any other person/firm for such a sale till all dues are paid to TKCL and wood taken delivery of and removed from the TKCL premises.

33. Courts having jurisdiction: -

Only the competent Court, at Kollam District of Kerala will have the jurisdiction over all matters of dispute that may arise out of the aforesaid tender cum auction sale and no such matter shall be initiated in the courts of any other place.

39 Cancellation / postponement of tender cum auction sale -

It shall be open to the tender cum auction sale inviting Authority to cancel or postpone the invitation at any time before the date of acceptance of tender cum auction sale bid. If on account of unavoidable circumstances, the auction could not be conducted, another date will be given for conducting the auction. Such date will be informed well in advance. On account of such delayed auction, the Government will not be responsible for the payment of any interest on the EMD and any loss to the tenderer/bidder.

CERTIFICATE

I/We certify that the above conditions have been read and understood by me/us and I/we abide by all conditions.

Place:

Date :

Signature of the Tenderer / bidder

THE KERALA CERAMICS LIMITED

USED TEAK WOOD LOGS Tender Form

The Dy. Manager-Commercial,
The Kerala Ceramics Limited,
Kundara, Kollam Dist ,Pin. 691 501, Kerala
Sir,

Pursuant to the tender noticedated....., inviting Tender published by the Dy. Manager-Commercial,The Kerala Ceramics Limited, Kundara, I/We submit herewith tender for the purchase of Used Teak, details of which are given in table below:

I/We thoroughly examined and understood the said notice inviting tender and the terms and conditions of tender cum auction sale published as aforesaid along with the said notice inviting tender and agree to abide by them.

Signature(s)

My/our particulars are given below: -

Information required	Information furnished
1. Name of the Tenderer/ Authorised representative of the firm or Company.	

2. Complete postal address of the Tenderer/Authorised representative/Agent of the firm or Company.

Name	
House Name, House No/Door No	
Post Office and Village/Town	
District	
State	
Pin code No	
3. Telephone No.(with ISD / STD codes)	

	STD Code	Number
Office :		
Residence :		
4. Fax No.		
5. E-Mail ID		

6. ID Card Details

I. Type of ID card		
II. No and Date.		
III. Issuing authority.		
IV. Valid upto		

7. PAN assigned by Income Tax Department, Govt of India (Enclose Attested Copy)

PAN	
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8. The names and address of the partners of the firm. (Enclose a copy of the partnership deed)

Name				
Complete Postal Address				
Signature(s)				

Details of Earnest Money Deposit (EMD)

Name of the Drawee Bank	
payable at	
Demand Draft number and date	
Amount (in Rupees)	

LOT	LOT	APPROXIMATEVO	OFFERED AMOUNT BY BIDDER

NAME	MARKING	LUME IN CFT	In Figures	In Words
A	A1 to A12	34.08		
B	B1 TO B12	17.01		
C	C1 TO C12	18.18		
D	D1 TO D12	19.68		
E	E1 TO E12	17.98		
F	F1 TO F12	18.46		
G	G1 TO G12	17.73		
H	H1 TO H12	19.68		
I	I1 TO I12	16.78		
J	J1 TO J12	17.80		
K	K1 TO K12	19.63		
L	L1 TO L12	31.03		
M	G1 TO G12	24.97		
N	N1 TO N12	33.25		
O	G1 TO G12	26.76		
P	P1 TO P12	23.36		
Q	Q1 TO Q12	23.98		
R	R1 TO R12	27.58		
S	S1 TO S12	24.67		
T	T1 TO T12	17.16		
U	U1 TO U12	10.89		
V	V1 TO V12	16.63		

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Strike rows if not quoting for that particular lot. Do not leave any rows blank.

Place :

Date : Signature (s) of the Tenderer:

Name:

(Capacity in which signing):

DECLARATION

I/We, do hereby declare that the entries made in this tender are true.

I/We, hereby further state that, I/We owe no dues to the TKCL

I am/we are not minor (s)

I/We have not been declared insolvent (s)

I/We have not been convicted in any court for offences involving moral turpitude.

That/We have not been blacklisted by Government of India, Government of Kerala or any other State Government, Union Territory or by any Government of India/State Government Undertakings.

Place : Signature of the Tenderer (s)

Date : (Capacity in which signing)

Note:

This tender is to be addressed to *the Dy. Manager-Commercial, The Kerala Ceramics Limited, Kundara , Kollam, Kerala 691 501.*