OIL PALM INDIA LIMITED



(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVERNMENT OF KERALA)

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CIN: U01133KL1977SGC002934 GSTIN: 32AAAC03695G1ZI

OP/SEC/SL/86/5916

March 12, 2024

ETENDER ID 2024 OPIL 669327 1

E TENDER FOR THE WORK OF CLEANING OF ALL EFFLUENT PONDS AT OUR FACTORY AT BHARATHEEPURAM, KOLLAM AND TO TAKE AWAY THE SLUDGE OIL MIXUTRE RECOVERED

E-tenders are invited for the work of cleaning of all Effluent Ponds at our Factory at Yeroor, Kollam Dist, Kerala and to take away the Sludge Oil Mixture from effluent ponds.

ON-LINE BIDDER REGISTRATION PROCESS

- 1. Bidder should have a class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fee. However, bidders have to procure DSC at their own cost.
- 2. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

ON LINE TENDER PROCESS

- 1. **Downloading of tender document**: Tender document will be available for free download on www.etenders.kerala.gov.in.
- 2. **Publishing of Corrigendum**: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- 3. **Bid Submission**: Bidders have to submit their bids as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- 4. The bidder shall complete the price bid as per the format given for download along with this tender. The blank price bid should be downloaded and saved on bidders computer without

changing file name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

SUBMISSION PROCESS

- 1. For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their financial bid online on www.etenders.kerala.gov.in All those who wish to participate in the bid should remit EMD through online.
- 2. The price quoted shall be per 1MT (per Metric Tonne) basis for lots and should be inclusive of all charged but excluding GST. Applicable GST should be paid extra.
- 3. The bids of all bidders who have participated in the-sale must remain valid for minimum period of 30 days from the date of sale.
- 4. OPIL after evaluation of bids will communicate regarding acceptance/rejection of the highest bid.
- 5. OPIL reserves the right to reject any bid including the H1 bid if found to be not competitive.
- 6. The highest valid bid once approved by the OPIL will be declared as successful H-1 bidder and the same will be communicated by e-mail to the successful bidder. OPIL reserves the right, without giving any reason, to accept or to reject all or any bid.
- 7. The final results of the e-sale as approved by OPIL are binding on both the parties i.e. buyers and Seller.
- 8. Any requests for cancellation of bids received either during the tender period or after the conclusion of tender session shall not be accepted. Failure to accept award by the successful bidder shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-tenders for a period of 3 months. The decision of the Managing Director, OPIL in this regard will be final.
- 9. OPIL shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access portal. In case if the scheduled e-sale cannot be held, conducted or concluded on account of any technical reasons including Server issues, the e-sale will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of OPIL.
- 10. The invitation of Bids, the terms and conditions of the e-tender, bid of the successful bidder/email confirmation or acceptance issued by the Seller (OPIL) to the successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute a valid and binding contract between the Seller and Buyer enforceable before the court of law.
- 11. The successful bidder upon receipt of communication regarding acceptance of bid by OPIL, shall arrange to transfer value of the material as advance.
- 12. Failure or delay in making payment of sale proceeds/ security deposit to OPIL within prescribed timelines or within any extended timelines shall result in forfeiture of EMD amount of the buyer. The forfeited EMD will be transferred to OPIL by deducting transaction charges.
- 13. Upon forfeiture of EMD, the trade shall be treated as cancelled and OPIL shall be entitled to conduct fresh e-tender for the cancelled lots.
- 14. Bank Account details of OPIL given under;

Favouring – M/s Oil Palm India Limited
Bank Name – State Bank of India
Branch Code – Civil Station Branch, Kottayam (70101)
Account No – 57008102559
IFSC Code – SBIN0070101

Special Terms & Conditions:

- 1. Tenderers are required to remit an amount of Rs.10,000/- (Rs.Ten Thousand only) as EMD. The payment shall be made through e payment online option SBI, internet banking or transfer from other Bank through NEFT to SBT in https:// etenders.kerala.gov.in
- 2. E.M.D of the successful tenderer will be converted to security deposit.
- 3. E.M.D of the unsuccessful bidders will be returned.
- 4. The bidders are not entitled to withdraw or alter or amend or cancel their quotations within the validity period, on violation of which the EMD shall be liable to be for feited.
- 5. EMD does not carry any interest.
- 6. The tender should be submitted by online on www.etenders.kerala.gov.in on or **before 22.3.2024**, 6.55 PM.
- 7. The tender should be valid for a period of 30 days from the date of opening of price bid.
- 8. Scope of the Work
 - a. Cleaning of all Effluent ponds at our Factory in Yeroor and to maintain them during the contract period as per requirements of the Company and to take away the Sludge oil mixture recovered from the ETP. He would carry out the work as per the instructions of Manager (Factory).
 - b. The period of work would be up to 30-09-2024.
- 9. The bidder has to quote the price he is willing to pay to the company for the sludge oil mixture removed on per Metric Tonne basis. No amount will be paid by the Company for cleaning the pond or any other related work done by the party on the basis of this tender.
- 10. The price shall be for the entire work and shall be firm and will not be allowed to be reduced on any account.
- 11. All taxes, duties, cesses or other statutory levies applicable from time to time shall be extra payable by the bidders.
- 12. It would the responsibility of the bidder to ascertain the nature and scope of the work involved before quoting the price and he may visit the factory after prior intimation to the Manager (Factory) for this. (Contact No.9745766468)
- 13. Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid. They have to quote the rate in per MT basis only conforming to BOQ.
- 14. The decision of the Competent Authority of OPIL in matters related to this tender shall be final and binding on the bidders/ Buyers.
- 15. OPIL reserves the right to cancel the tender in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.

- 16. If any breach of terms and conditions/failure to honour the contract or on any default is committed by the bidders the EMD/Security Deposit shall be liable to be forfeited and the bidder shall not be entitled to raise any claim for the same.
- 17. The period of validity of quotations for acceptance shall be 30 days from the date of opening.
- 18. The bidders are not entitled to withdraw or alter or amend or cancel their quotations within the validity period, on violation of which the EMD shall be liable to be forfeited.
- 19. The successful bidder shall be issued a tender confirmation letter by the Company specifying the firm price per MT applicable for the period of delivery.
- 20. The successful bidder has to pay 1,00,000/- as security deposit towards the successful performance of the contract. EMD can be adjusted against the security deposit. The security deposit will not carry any interest.
- 21. The full price of the material with other levies shall be paid in advance by the successful bidder by D.D. or by online transfer immediately on information from the company.
- 22. The successful bidder has to completely empty the pond adjacent to the Palm Oil Mill by removing the sludge, waste and water as per the satisfaction of Manager (Factory)
- 23. The bidder has to remove the sludge from each pond as per direction, which pond to be cleaned first, second etc. will be decided by the company authority.
- 24. Material will be removed only with proper gate pass from the company during working hours on all working days.
- 25. Removal of material has to be completed within the contract period.
- 26. If the successful bidder commits any default or breach of any of the terms and conditions herein, the company shall be entitled to get compensation/damages from the successful bidder.
- 27. The defaulted bidder shall be debarred from participating in future bids at the sole discretion of the company.
- 28. Right of Cancellation: Company reserves the right to cancel the Contract or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the Contractor if:
 - a. The Contractor does not adhere to any of the terms and conditions of the contract including general and special terms and conditions
 - b. The Contractor become bankrupt or goes into liquidation
- 29. Upon receipt of the same cancellation notice, the Contractor shall discontinue all works and matters connected with it. The Company in that event will be entitled to do the work either through another party or by itself and to recover the short receipt over the agreed price, if any, from the contractor.
- 30. If any dispute or difference or claim arises between parties herein, the same shall be referred for arbitration to a sole arbitrator who shall be nominated by the Managing Director of the company. The provisions of arbitration act shall apply to the proceedings of the arbitration.
- 31. The venue for arbitration shall be at Kottayam and for all connected legal proceedings only the Courts at Kottayam alone have got jurisdiction.

For Oil Palm India Limited

SECRETARY & SENIOR MANAGER (COMM.)