



OIL PALM INDIA LIMITED

(A JOINT VENTURE OF THE GOVT. OF KERALA AND THE GOVT. OF INDIA)

OP/SEC/PUR/ 9/2024-25/13

April 1, 2024

E-Tender for the Supply of ROCK PHOSPHATE

E TENDER ID: 2024_OPIL_671462_1

M/s Oil Palm India Limited (OPIL), Kottayam invites e-tenders for the supply of ROCK PHOSPHATE as per the terms and conditions and specifications detailed below from government agencies / quasi-government agencies/ Cooperative societies/ agencies promoted by Government or cooperative societies.

Sl. No.	Item	Quantity Required	Delivery Period
1	Rock Phosphate (18-20%) P ₂ O ₅	717.650 MT	Before 15 th May 2024

Terms and Conditions for e-Procurement

This tender is an e-Tender and is being published online for supply of item as mentioned above. The tender is invited in two cover system from Government Companies / Government promoted agencies / Cooperative Societies registered under relevant Act. This E-tender is to be submitted through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in) by the prospective bidders in two cover system. They shall necessarily register themselves with the above mentioned e-procurement portal for participating in this E-tender.

A) ONLINE BIDDERS REGISTRATION PROCESS:

Bidders should have a Class III 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 fees. However, bidders have to procure DSC at their own cost.

REGD.OFFICE XIV/130, KOTTAYAM SOUTH P.O., KODIMATHA, KOTTAYAM – 686013, KERALA
PHONE: 2567103, 2567104, 2300775, FAX: 0481-2561442; Email: csopil2017@gmail.com; www.oilpalmindia.com;
CIN: U01133KL1977SGC002934

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577388 or 0484-2336006, 2332262 - through e-mail: etendershelp@kerala.gov.in for assistance in this regard. For further details please refer 'Contact Us' in Home page of the Tender site.

B) ONLINE TENDER PROCESS:

1. The tender process shall consist of the following stages:
2. Downloading of tender document: Tender document will be available for free download on <http://etenders.kerala.gov.in> from the date & time of publication of e-tender, till the last date & time for online submission of e-tender. However, Tender document fees and EMD shall be payable at the time of bid submission online if any stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.
3. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
4. Bid submission: No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
5. Opening of Technical bid and bidder short-listing: Technical bids will be opened, evaluated and shortlisted as per Tender Terms and Conditions. All documents in support of technical qualification shall be submitted online within the due date and time. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid. Company can seek additional documents / clarifications before price bid opening through e-tender site.
6. Opening of financial bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

C) DOCUMENTS COMPRISING BID:

1. First Stage (Pre qualification or Technical cover): Pre qualification documents or technical proposal shall contain the scanned copies of the documents mentioned in the General Instructions to Tenderers which every bidder need to upload.
 - a. Company doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
2. The Second Stage (Financial Cover or as per tender cover system):
 - a. The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: - The blank price bid should be downloaded and saved on bidder's 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.

Fixed price: Prices quoted by the Bidder shall be fixed during the period stipulated and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.

D) 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 Technical bid and financial bid online on www.etenders.kerala.gov.in. No other mode of submission shall be accepted and such tenders will be rejected outright.
2. Please note the above details given on the E-Tender procedure for the benefit of the bidders, may not be treated as complete. For page-by-page instructions on bid submission process, please visit <http://etenders.kerala.gov.in> and click "Bidders Manual Kit" link on the home page. It is necessary to click on **"Freeze bid" line/icon**

E) ELIGIBILITY FOR SUBMITTING TENDER

- a) The bidder should be government agency / quasi-government agency/ Cooperative society/ agency promoted by Government or cooperative societies. (Documentary proof should be uploaded).
- b) Bidder should submit copy of license from Agriculture Department authorizing them to supply the specified fertilizer. (Documentary proof to be submitted)
- c) Analysis report of the material being supplied obtained from a Government lab (document to be submitted).

F) TENDER SUBMISSION

1. The tender should be submitted by online on www.etenders.kerala.gov.in on or before **15.04.2024 , 3.30 PM**. Technical Bids will be opened on 16.04.2024 4.00 PM.
2. The tender should be valid for a period of 60 days from the date of opening of price bid.

G) QUALITY REQUIREMENT

- a. Samples of the material supplied will be analyzed at Fertilizer Quality Control Lab at Thiruvananthapuram, whose report shall be final.
- b. Deviations shall be allowed only as per Fertilizer Control Order.
- c. If the quality of material supplied deviates from the specified quality, proportionate amount will be recovered from the amount due to the supplier.

H) RETENTION MONEY

- a. 1% of the value of the supply shall be retained till report of the Fertilizer Quality Control Lab at Thiruvananthapuram is received.

I) OTHERS

1. The material is to be delivered to our estates located at Yeroor, Kulathurpuzha, Chithara in Kollam Dist and at Oil Palm Seed Garden at Thodupuzha.(attached as annexure)
2. Price quoted should include all costs for delivery at our estates. GST should be mentioned separately
3. The quantity mentioned is the approximate requirement and the items should be supplied as per delivery instructions.
4. The quality of the material should be ensured before each delivery.
5. Company reserves the right to accept or reject any tender without assigning any reason.

GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

- a. Purchaser: Purchaser means Oil Palm India Limited, a company registered under the Companies Act 1956 having its registered office at Kodimatha, Kottayam – 686 013 and includes its successors and assigns.
- b. Vendor: Vendor means the person, firm or corporation to which the purchase order is addressed. The term vendor includes its successors and assigns.
- c. Complete Agreement: the purchase order including the terms and conditions, the specification hereto and any additional terms and conditions incorporated into and attached hereto constitute the sole and entire agreement between the parties hereto. Vendor's quotation is incorporated in and made part of this purchase order only to the extent of specifying the nature and description of the goods ordered and only to the extent that such items are consistent with the terms of purchase order. No other terms or conditions shall be binding upon purchaser unless accepted in writing. The purchase may in writing make any revision or changes in this purchase order including additions or deletions from the quantities originally ordered in the specifications or drawings. The vendor shall carry out such revisions/ changes and be bound by the same terms and conditions to the extent applicable, as though the same revisions/ changes and be bound by the same terms and conditions to the extent applicable, as though the said revisions were incorporated in the initial order.
- d. Delay: Time is the essence of the agreement and delivery dates are binding on the Vendor and no variation of scheduled delivery dates shall be permitted except with prior written authorization from the purchaser. In the event of delay on the

part of the Vendor to deliver the goods in full or part, the Purchase shall have the same option to recover from the vendor as agreed liquidated damages, a sum of 0.5% of the price of the contract value for each/or part of a week by which the delivery has been delayed subject however to a limit of 10% of the contract value without prejudice to purchaser's other rights mentioned in the agreement/ order.

2. Force Majeure Clause: delivery dates will be extended to the Vendor without being subject to liquidated damages in the event of causes of force majeure within the contractual periods. Only the following will be considered cause of Force Majeure;
 - a. Acts of God (Earth quakes, flood, storms etc.) acts of states, direct and indirect consequences of wares (declared and undeclared), hostilities, national emergencies, civil commotions and strikes (only those exceeding duration of 10 continuous days) or any other reasons beyond the control of the Vendors and if accepted by the Purchaser. The Vendor shall immediately inform the purchaser by Registered and detailed letter supported by documentary proof at the beginning and end of all such impediments. It is understood that delivery date will be extended only for the duration of the above mentioned impediments.
3. Non Conformance: in the event of rejection non conforming goods, Vendor shall be allowed without any extension of delivery time to correct the non conformities, should however, Vendor fail to do so within the stipulated time, the purchaser may cancel the order as to the non-conforming goods and shall retain the right with respect to substitution at the cost of the Vendor, installing and removing the non conforming goods. Alternatively, however, purchaser may at their option have the nonconformity corrected at vendor's expense. Purchaser also reserves the right to claim damages for use of defective or sub standard goods supplied by the vendor irrespective of the fact whether goods were inspected prior to receipt at mill site by the purchaser or not.
4. Sample: wherever advance sample(s) is / are approved, the bulk supplies should strictly conform to the approved sample otherwise the supply is liable to be rejected.
5. Warranties – Guarantees : Vendor shall guarantee purchaser or their authorized representative against any and all defect in the design, workmanship, materials and performance for twelve months of operation by the Purchaser. Should any defect develop during guarantee period, it shall be remedied promptly free of cost by the Vendor and all expenses for the transportation of goods necessitated for such repairs or replacements shall be borne by the vendor. The guarantee period for the replaced goods shall be twelve months.
6. Inspection and testing: The purchaser or his nominee shall have the right to inspect/ test or get inspected / tested the goods at the works of the Vendor of his sub-vendor at any time

during manufacture and prior to shipment and to inspect within a reasonable time after arrival of goods at the ultimate destination and during and after erection, testing and commissioning. The purchaser shall have full power to reject all or any portion of nonconfirming goods. The stores so rejected shall be removed by the supplier within 15 days from the date of intimation of rejection at the expense of the Vendor and free replacement strictly conforming to our specifications made within 10 days thereafter. The final inspection shall be at the site of the purchaser unless otherwise specified.

7. Right of Cancellation: The purchaser reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the Vendor if:-

- b. The Vendor does not adhere to any of the terms and conditions of the Purchase Order including general and special terms and conditions
- c. The Vendor fails to deliver the goods in time and/or replace the rejected goods promptly
- d. The Vendor become bankrupt or goes into liquidation

Upon receipt of the same cancellation notice, the Vendor shall discontinue all work on the Purchase Order and matters connected with it.

The purchaser in that event will be entitled to procure the requirement in the open market and to recover the excess payment over the Vendors agreed price, if any, from the vendor.

8. Weights and Measurements: All weights and measurements recorded by the Purchaser on receipt of goods at the site will be treated as final.

9. Substitution and wrong supplies: Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied in excess of the quantity ordered or rejected goods shall be returnable only at the expense of the Vendor after due notification to him. Vendor shall bear responsibility and shall bear among other relevant charges/ transportation expense both ways.

10. Deferment of despatch date and storage: the purchaser shall have at his own discretion the right to ask the vendor to defer despatch of goods. The care and storage of goods during this period shall vest with vendor and all expense in this regard shall be borne by the Vendor.

11. Confirmation of order: the vendor shall acknowledge the receipt of purchase order (by signing and sending the duplicate copy of the order) within 15 days from the date of the order and shall there by confirm his acceptance of the purchase order in its entirety without exceptions. In case of non receipt within the time stipulated, it shall be

presumed that the Vendor have accepted the order.

12. Technical information: all drawings, specifications and details furnished by the Purchaser to the Vendor shall be the property of the Purchaser and shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of purchaser. Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of as a result of the implementation of the Purchaser Order to any person, firm, body, corporation or authority and shall use / endeavour to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by purchaser shall at all time remain the absolute property of the purchaser.
13. Governing Law and Jurisdiction: all disputes relating to this order between the purchaser and the Vendor shall be subjected to and be referred to the courts situated within Kottayam District, Kerala.

ForOilPalmIndiaLtd

Secretary& Sr. Manager (Comm.)

OIL PALM INDIA LTD. KOTTAYAM					
1st Round Fertilizer Application 2024					
Division / Field	No of Palms	Urea	ROCK	Mop	MgSO4
		Quantity in Kg	Quantity in Kg	Quantity in Kg	Quantity in Kg
YA	61192	47450.000	100900.000	61300.000	15300.000
YB	44326	32150.000	75800.000	37900.000	11150.000
YC	47098	46350.000	77950.000	43300.000	12850.000
YD	31698	28500.000	58400.000	30500.000	8000.000
YM	43890	38400.000	79650.000	47900.000	11050.000
Total	228204	192850.000	392700.000	220900.000	58350.000
CA	58930	46400.000	103900.000	58200.000	14800.000
CB	54682	37600.000	89400.000	45400.000	13750.000
CC	33005	23350.000	53650.000	40750.000	8350.000
KA	41202	28500.000	72300.000	42800.000	10350.000
Total	187819	135850.000	319250.000	187150.000	47250.000
OPSG	2559	2295.000	5700.000	2450.000	700.000
Grand Total	418682	330995.000	717650.000	410500.000	106300.000
Round off (in Mt)		330.995	717.650	410.500	106.300

[Handwritten Signature]
17/1/24

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