



OIL PALM INDIA LIMITED

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

REGD.OFFICE XIV/130, KOTTAYAM SOUTH P.O., KODIMATHA,
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CIN: U01133KL1977SGC002934 GSTIN: 32AAACO3695G1ZI

OP/SEC/PURCHASE/2024-25/ 2242

10 December 2024

QUOTATION NOTICE

Oil Palm India Limited is a joint venture company of Government of India and Government of Kerala set up for developing oil palm cultivation and processing of Fresh Fruit Bunches. Our plantations are located at Yeroor, Chithara & Kulathupuha in Kollam District. Company invite competitive bids for supplying 518 numbers of Gumboot as per details given under;

A) Scope of Supply

The purpose of procurement of Gumboot is to protect workmen engaged in our estates from occupational hazards like snake bite.

B) Eligibility for submitting the bids

1. GSTIN copy or PAN copy
2. The bidder should be a manufacturer of Gumboot or an authorized distributor of a manufacturer of Gumboot. In the case of authorised distributor, authorisation certificate from the manufacturer should be given.

C) Submission of Bids

1. First Cover
 - a. It should contain one pair of sample along with copy of GSTIN/PAN and authorization letter, if applicable.
2. Price bid
 - a. The second cover should contain price bid sealed in an envelope.
3. Both covers addressed to the Managing Director, Oil Palm India Limited should reach at the above address on or before **31.12.2024 at 3 PM.**
4. First cover will be opened on 31.12.2024 at 4.00 PM in the presence of available bidders. The samples will be verified by a Committee constituted by the Managing Director of the Company. Price bids of those bidders whose samples approved by the Committee would be opened at a later date with prior intimation to them.

D) SPECIAL TERMS AND CONDITIONS

(1) Specification and Quantity

1. Material - Gumboots for farm works
2. Quality - Should have ISI/BIS certification
3. Material - PVC/Rubber
4. Quantity - As per details below

| SI No | Size (inch) | Number |
|-------|-------------|--------|
| 1 | 4 | 3 |
| 2 | 5 | 30 |
| 3 | 6 | 109 |
| 4 | 7 | 132 |
| 5 | 8 | 89 |
| 6 | 9 | 94 |
| 7 | 10 | 59 |
| 8 | 11 | 1 |
| 9 | 12 | 1 |
| | Total | 518 |

(2) Rate

Rate should be quoted for the entire quantity inclusive all taxes, for delivery at Yeroor Estate, Bharatheepuram, Kollam. GST amount should be shown extra.

(3) Price Comparison

Net cost to the company after considering input tax credit would be taken for comparing the bids.

(4) Delivery Period

Within 21 days from date of issue of Purchase Order

(5) Payment Terms

Within 10 days from date of receipt and acceptance

(6) Security Deposit

Successful bidder has to remit 5% of the contract value as Security Deposit.

(7) Validity of Bids

Bids should have a validity for acceptance by the company of 30 days from the date of closing of bid submission date, excluding date of closing. In the case the 30th day falls on a holiday or remains closed for OPIL, such bids will be deemed to be automatically extended to be valid up to the next working day of the company.

(8) Forfeiture of Security Deposit:

If the successful bidder commits any default or breach of any of the terms and conditions herein, OPIL shall be entitled to get compensation/ damages from the successful bidder. The defaulted bidder shall be debarred from participating in future bids at the sole discretion of OPIL. Security Deposit submitted by the successful bidders will be liable for forfeiture in that event.

E) GENERAL CONDITIONS OF PURCHASE

DEFINITIONS

1. **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.
2. **Vendor:** Vendor means the person, firm or corporation to which the purchase order is addressed. The term vendor includes its successors and assigns.
3. **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.
4. **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 Purchaser 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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 or 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 non confirming 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.
10. 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:-

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

11. **Weights and Measurements:** all weights and measurements recorded by the Purchaser on receipt of goods at the site will be treated as final.
12. **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.
13. **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.
14. **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 thereby 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.
15. **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.
16. **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

For Oil Palm India Ltd

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Secretary & Sr. Manager (Com.)