

OIL PALM INDIA LIMITED

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

CIN: U01133KL1977SGC002934

REGD.OFFICE: XIV/130, KOTTAYAM SOUTH PO, KODIMATHA, KOTTAYAM - 686013, KERALA

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OP/SEC/PUR/2025-26/96/ 1961

June 10, 2025

E-TENDER NOTICE

E TENDER ID : 2025_OPIL_768757_1

E-TENDERS are invited for the supply of 30,000 nos of **WHITE PRINTED PP LAIMINATED BAGS** to our Modern Rice Mill, Vechoor, Kottayam for packing matta rice as per the detailed terms and conditions attached herewith;

EMD – Rs.6000/- (Through e-procurement portal)

Tender Document Fee : 1150/- (Through e procurement portal)

Last Date of Bid Submission – 25.06.2025, 6.55 PM

Date of Opening of technical bid – 27.06.2025 11 AM

Terms and Conditions for e-Procurement

This tender is an e-Tender and is being published online for supply of item as detailed below. This E-tender is to be submitted through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in) by the prospective bidders. 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.

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 as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above. Exemption from payment of EMD and Tender document fee is available as per relevant Government guidelines.

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.

C) 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. 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**

D) Documents comprising bid:

- a. The Bidder shall complete the Price bid as per format given for download along with this tender.
- b. **Total requirement is 30,000 nos. The bidder has to quote for 1 no only which will be taken for comparison purpose.**

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.

SPECIAL TERMS AND CONDITIONS

1.0 Specification and quantity of POLYTHENE BAGS:

PRODUCT	:	WHITE PP LAMINATED BAGS
PRINTING	:	SINGLE COLOUR
SIZE	:	24 X 36 inch
CAPACITY	:	TO PACK 50KG RICE
WEIGHT OF EACH BAG	:	110 gram (minimum)

2.0 Rate : Rate should be quoted for one bag including all taxes and expenses, **including cost of printing block** (company will provide matter for printing) and for delivery at our Modern Rice Mill, Vechoor, Kottayam. Applicable GST should be shown separately in the BOQ.

3.0 Delivery Period:

Within 21 days of date of Issue of Purchase Order

4.0 Payment terms

Within 15 days after receipt and acceptance

5.0 Sample : Sample for approval before the bulk supply should be submitted.

6.0 Successful bidder has to remit 5% of the contract value as security deposit and EMD will be adjusted against Security Deposit. Security Deposit will be interest free and will be refunded on successful completion of the contract. In case of failure to deposit security deposit, EMD will be forfeited.

7.0 Bids should have a validity for acceptance by OPIL of 60 (THIRTY) days from the date of closing of tender date, excluding the date of closing. In case the 60th 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 OPIL.

8. Forfeiture of EMD /Security Deposit:

1. 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. The EMD /Security Deposit submitted by the successful bidders will be liable forfeiture in the following cases:
 - a. If after placing the Purchase Order, the successful bidder fails to deliver the material within the stipulated time, OPIL will forfeit the entire EMD/Security Deposit.
 - b. If the successful bidders does not supply quantity within the stipulated validity period fully the proportionate Security Deposit (as converted from the EMD) for the balance quantity would be forfeited.
 - c. If the bidder withdraw from the bid or vary the terms of the bid, the entire EMD shall be forfeited.

9. Once the bidder has uploaded his bid against this e-tender it is presumed that he has accepted all the terms and conditions of this e-tender even though he has not submitted a signed copy of the tender conditions.

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 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.
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 wars (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 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 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.

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
Sd/-

Secretary & Sr.Manager (Commercial)

