OIL PALM INDIA LIMITED

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

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 GSTIN: 32AAACO3695G1ZI

Terms and Conditions for the sale of Crude Palm Oil (CPO) by OIL Palm India Limited [OPIL],Kottayam South P.O., Kodimatha, Kottayam District, KERALA - 686013

E Tender ID 2026_OPIL_877272_1
Bid submission End Date : 14-10-2026 6.55 pm
Bid opening Date : 16-10-2026 11 am

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I. SPECIAL TERMS AND CONDITIONS – CRUDE PALM OIL (CPO)

E-tender Reference No.	OPIL/SEC/CPO/2026-27/11
Quantity	**200 MT**
Price	Rupees per MT
Terms of Delivery	Ex-Factory
Payment	100% Advance payment (within 10 days from the date of sales confirmation)
EMD	20% of the contract value by successful bidder
Mode of Payment of sales proceeds	On-line transfer
GST	Extra (present rate is 5%)
Quality Parameters	**FFA : WILL BE DECLARED ONE DAY BEFORE THE LAST DATE OF TENDER SUBMISSION DATE AT OUR WEB SITE WWW.OILPALMINDIA.COM**
Location of Delivery	Bharatheepuram, Anchal-Kulathurpuzha Road, Kollam - Kerala
Inspection of material	Prior to participation, bidders needs to confirm quality of the products offered for tender
Delivery	As per general terms and conditions
Insurance	To be arranged by the buyer
Loading and transportation	To be arranged by the buyer
Other terms and conditions	As per our general terms and conditions for sale of Crude Palm Oil (CPO)

II. General Terms & Conditions- Crude Palm Oil

1. Scope of the work

The Oil Palm India Limited (herein after referred as "OPIL") was established in the year 1977 with the objective of propagating oil palm cultivation in the country and more particularly in Kerala. From 1983 onwards the Company started functioning as a joint venture of the Government of Kerala and Government of India .Oil Palm India Ltd has invited applications from the eligible Traders/ Processors /Brokers for enrolment as registered buyers for Crude Palm Oil. The procedure for enrolment, registration and terms and conditions of sale under the e-tender for sale of oil are detailed below.

1.1 This tender is an e-tender and is being published online for sale of Crude Palm Oil. The tender is invited from eligible bidders through e-procurement portal of Government of Kerala (https://www.tenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-portal.

1.2 The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated at Clause 11.18 & 11.19.

2. ON LINE BIDDER REGISTRATION PROCESS

2.1 Bidder should have a class II or above Digital Signature Certificate (DSC) to be procured form 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 one-time process without any registration fee. However, bidders have to procure DSC at their own cost.

2.2 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.

3. SCHEDULING OF E-TENDERS.

3.1 Based on the requirements, OPIL will notify in the e-procurement portal of Government of Kerala of schedule e-sale on periodic basis. Such details will be posted on the website of OPIL (**www.oilpalmindia.com**). OPIL will not individually intimate to the registered participants regarding the e-sale schedule. Interested participants are requested to visit the website on periodic basis for details regarding e-sale.

3.2 All registered participants are eligible to participate in e-sale subject to terms and conditions detailed in this document.

4 ON LINE TENDER PROCESS

4.1 **Downloading of tender document**: Tender document will be available for free download on www.etenders.kerala.gov.in.

4.2 **Publishing of Corrigendum** : All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

4.3 **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.

4.4 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.

5.0 SUBMISSION PROCESS

5.1 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

5.2 All those who wish to participate in the bid should remit an amount of Rs.25,000/- as one time registration fee with OPIL. Bids of only those who remitted the registration fee would be considered. The registration fee is refundable on the request of the bidder and does not carry any interest. If the highest bidder withdraws from the bid before finalisation of the tender or fails to remit the required/ specified EMD, his registration fee is liable to be forfeited and he will not be allowed to participate in the re-tender.

5.3 Highest quoted bidder has to remit 20% of the contract value as EMD within two days (bank holidays excluded) from the date of communication by OPIL in this regard. Sales contract will be issued only on remitting the EMD.

5.4 The price quoted shall be per 1MT (per Metric Tonne) basis for lots and should be inclusive of all custom duty, if any, cess, education cess, taxes and excluding GST, cost of packing, transportation charges, assaying charges, if any, etc. GST should be included separately in the BOQ. The amount including GST would be considered for arriving H1 rate.

5.5 The bids of all bidders who have participated in the-sale must remain valid for maximum period of 7 days from the date of sale.

5.6 OPIL after evaluation of bids will communicate regarding acceptance/rejection of the highest bid. One such communication he bidder has to remit 20% contract value as EMD within two working days (bank holidays excluded)

5.7 OPIL reserves the right to reject any bid including the H1 bid if found to be not competitive.

5.8 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. However sales contract will be issued only on remitting EMD. OPIL reserves the right, without giving any reason, to accept or to reject all or any bid.

5.9 The final results of the e-sale as approved by OPIL are binding on both the parties i.e. buyers and Seller.

5.10 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 Registration Fee and failure to fulfil the terms and conditions of sales contract will result in the forfeiture of EMD 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.

5.11 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.

5.12 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.

5.13 The successful bidder upon receipt of communication regarding acceptance of bid by OPIL, shall arrange to transfer 20% of the contract value within two working days (bank holidays excluded) and balance amount of the trade value within 10 days of acceptance letter by way of electronic fund transfer into the bank account of OPIL as mentioned below.

5.14 Failure or delay in making payment of sale proceeds to OPIL within prescribed time lines or within any extended time lines shall result in forfeiture of EMD amount of the buyer.

5.15 Upon forfeiture of Registration Fee/ EMD, the trade shall be treated as cancelled and OPIL shall be entitled to conduct fresh e-tender for the cancelled lots.

5.16 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

6.0 Procedure of Crude Palm Oil Delivery

6.1 Upon issuance of Release Order by OPIL, the buyer shall take delivery of traded stocks without any failure.

6.2 The maximum period for removal of 200MT of the material is 10 working days (factory working days) from the date of Release Order letter.

6.3 For each additional quantity of 100MT of part thereof one week (5 factory working days) shall be allowed extra.

6.4 A penalty of 1% per week or part thereof, on the value of material not lifted in time shall be levied for belated removal. The maximum extension of period of time lifting of traded material with penalty will be two weeks (14 working days (factory working) after the allowable delivery period. Thereafter the un-lifted quantity will be sold at the risk and cost of the bidder. In case the last day of the delivery period is a holiday for the concerned Factory, delivery will be made available on the immediate next working day.

6.5 It is the responsibility of the buyer to take delivery of traded stocks from the storing area, strictly adhering to the safety pre-cautions and the provisions of the Environment Protection Act and other applicable laws. The loading of the Crude

Palm Oil and transportation to the bidder's premises shall be the responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever.

6.6 In case of emergency, OPIL reserves its right to ask any or all the successful buyer to take delivery of any quantity of Crude Palm Oil immediately and buyer shall adhere to such direction.

6.7 The crude palm oil after confirmation of sale by OPIL will remain at the sole risk and responsibility of the buyer. OPIL will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. No complaint will be entertained regarding quality of the materials sold once the bid is accepted.

6.8 Buyer or its representative shall, if so required, witness the delivery to confirm the quantity and OPIL shall not be responsible or liable for any discrepancy in quantity after leaving the materials from the Factory premises.

6.9 The delivery as per contract shall be Ex-factory of Oil Palm at Yeroor in Quilon District.

6.10 OPIL shall not assure the delivery of any specific quantity. Materials once sold by OPIL and/or taken out of the Factory premises shall not be taken back by OPIL on any account.

6.11 Giving delivery of traded stocks shall be sole and exclusive responsibility of the Seller i.e. OPIL. In case the OPIL is unable to deliver the traded stocks or the delivery is delayed beyond reasonable time, the trade shall be treated as cancelled by OPIL and the EMD and Sale proceeds deposited by the buyer with OPIL will be returned back without interest.

7 **Refund of EMD**

EMD remitted will be adjusted against the value of final quantity to be lifted by the buyer.

8 **Forfeiture of EMD** :

8.2 If the buyer 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.

8.3 The defaulted bidder shall be debarred from participating in future bids at the sole discretion of OPIL.

8.4 The EMD submitted by the successful bidders will be liable forfeiture in the following cases:

8.4.1 If successful bidder fails to make payment for traded stocks including all other charges within the stipulated time or

8.4.2 If the successful bidders does not lift the traded quantity within the stipulated validity period, proportionate EMD for the un-lifted quantity would be forfeited

8.5 However, EMD forfeiture would not take place, if Oil palm has failed to make available for delivery full or part of the successful bid quantity within the validity period.

8.6 If any loss is incurred by OPIL by retendering the un-lifted quantity over and above the proportionate EMD, then the actual loss would be recovered.

9 **Refund of Crude Palm Oil Value** :

The balance, if any, after forfeiture of EMD/Security Deposit shall be refunded within 10 working days.

10 Taxes and Duties

10.2 GST as per the prevailing rates wherever applicable at the time of delivery on the sale of materials covered under this e-tender shall be borne by the successful buyer.

10.3 GST rates as indicated in this e-tender catalogue are only indicative. Actual GST rate as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-tender and any discrepancy should be intimated to OPIL at least one working day prior to the e-tender. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-tender goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder. The current GST rate is 5%.

10.4 At the time lifting / delivery of the material, if there is any introduction or variation in regard to the rate of any Tax, Cess, Surcharge or any other statutory levy, then the same will be brought to the notice of the buyer and will be charged extra to the buyers account.

10.5 The bidders should give their bids exclusive of all statutory charges, duties, taxes and any other levies. Such statutory charges, duties, taxes and any other levies as applicable will have to be paid over and above the quoted rate.

10.6 The bidder has to comply with TCS / TDS provisions of the Income Tax Act/ Rules. Any amount due to the company on account of income tax provision shall be paid extra.

11 Other Terms and Conditions:

11.2 The Crude Palm Oil procured under e-tender is for use within the country and not for export.

11.3 Bidders must always ensure to keep their email address valid. In any case Buyers cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions therein including payment terms due to non-receipt of emails from OPIL.

11.4 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.

11.5 The bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/ representation will be entertained by OPIL in this regard

11.6 The decision of the Competent Authority of OPIL in matters related to his e-tender shall be final and binding on the bidders/ Buyers.

11.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of the Crude Palm Oil etc. A quantity variation of ± 2% of the total tendered quantity is allowed.

11.8 OPIL reserves the right to cancel the sale of Crude Palm Oil under this e-tender from any source/ location 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.

11.9 Oil Palm reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right, whatsoever to raise any claim in that regard on that count. Any such amendment / modification subsequent to the issue e-tender notice shall be notified in the OPIL web site.

11.10 Sale under each e-tender shall be an individual, independent, unique and complete transaction.

11.11 OPIL will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The buyer/bidder/purchaser shall not be entitled to cancel the contract. OPIL will give notice of such extension of delivery period due to force majeure conditions.

11.12 CONDUCT DURING DELIVERY:- Buyer shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within OPIL's premises. If any damage caused to OPIL's property, the buyer is responsible to make good such damage to the satisfaction of OPIL, and the decision of OPIL, in this regard shall be final and binding. Reselling of Crude Palm Oil will not be allowed in OPIL premises.

11.13 COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:- During the delivery period, it shall be solely the responsibility of buyer to ensure that the workers employed by the buyer within the OPIL Factory premises are governed under the Labour Laws and Rules, Factories Act, provision of EPF Act 1951 and other applicable laws and rules as amended from time to time, including OPIL'S Security and Safety Rules as applicable.

11.14 ACCIDENTS ETC.TO BUYERS LABOURS:- OPIL Will not at any point of time be responsible for any injuries caused to the workers engaged by the buyer due to accident within the OPIL Factory premises or at the place of work and the buyer will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labourers and their representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder/buyer/purchaser to provide necessary safety appliances like hand gloves, helmet, boots etc to the labours who are engaged for handling of the goods.

11.15 The buyer shall bring their own trucks for the lifting of the tendered items and shall make their own arrangement for lifting and clearing the materials under supervision of authorized official of the OPIL. OPIL will not provide any assistance whatsoever.

11.16 The buyer shall observe all statutory and safety measures. The suggestions given by officer in charge OPIL shall be scrupulously followed. All the labour engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. Wherever applicable without which the entry is prohibited. The

buyer has to make his own arrangements for accommodation and canteen facilities for his workers if required.

11.17 BLACKLISTING:-If it is found that the buyer is not following the terms and conditions of payment/delivery or other conditions of the tender and also indulging in any malpractices either himself or by his agents, deputies or observer, such buyers are liable to be blacklisted and appropriate action will be taken as deem fit by OPIL.

11.18 No interest will be paid to the buyer on the amount paid or deposited by him and on the amount refundable to him if any, including EMD/Security Deposit.

11.19 FFA% of the Crude Palm Oil will be indicated in the Special terms and conditions of the e-tender **AND IT WILL BE DECLARED ONE DAY BEFORE THE LAST DATE OF TENDER SUBMISSION DATE AT OUR WEB SITE WWW.OILPALMINDIA.COM**. However bidders shall inspect the material and satisfy the quality of the same by analysing the sample before taking delivery and no claim whatsoever with regard to quality shall be entertained nor will be considered by OPIL at any time.

11.20 Procedure for FFA testing:

For testing FFA of Crude Palm Oil , OPIL will follow the applicable FSSA method. For all purposes FFA of Palmitric acid would be declared. OPIL will use NaOH manufactured by Emerk / Qualigens for testing purpose as far as possible. However this does not prohibit OPIL from using NaOH of any other manufacturer in the testing procedure.

The samples will be analysed at OPIL laboratory at Factory in Bharatheepuram and the test results will be binding on all parties. If the buyer desires, such testing will be done in the presence of the buyer or his authorized representative. Prior intimation on this should be given by the buyer. *In case of dispute in FFA, if the buyer is unable to attend OPIL lab, on the request of the buyer counter samples will be forwarded to any of the Government Labs / Government promoted lab and its report shall be binding on both parties with regard to FFA.*

11.21 <u>Rebate for higher FFA %</u>

Notwithstanding anything stated herein, in the case of Crude Palm Oil FFA range would be as indicated in the special terms and conditions of the e-tender **AND IT WILL BE DECLARED ONE DAY BEFORE THE LAST DATE OF TENDER SUBMISSION DATE AT OUR WEB SITE WWW.OILPALMINDIA.COM** and If the actual FFA of the material delivered(on truck load basis) is beyond the upper limit of the range given, then a rebate of 1% of the applicable rate would be paid for every 1% increase in excess of the upper limit of the FFA. For calculating the FFA%, the FFA on the date of delivery would be considered. No rebate would be paid if the material is not lifted within delivery period.

11.22 Illustration: If the FFA range indicated in the special terms and conditions is 5-6% then rebate @1% of the applicable rate would be paid for every 1% increase in FFA above 6% or part thereof.

11.23 Cash Discount

Cash Discount is not applicable for this tender.

11.24 Employees of OPIL are not eligible to participate or to represent on any one's behalf in the e-tender.

11.25 TERMINATION/BREACH OF CONTRACT:- In the event of buyer's failure to fulfil any of the contractual obligations including non-lifting the contracted materials under this agreement, OPIL's decision in regard to bidder's failure being final and binding on the bidder. OPIL shall have the full liberty to do any or all of the following :-

11.25.1 Cancel the contract with immediate effect for the materials under the contract not taken delivery by the bidder as on that date, in which case the pre- Bid EMD/Security Deposit and EMD along with the balance payment (if paid, any), will stand forfeited AND/OR

11.25.2 Retain and/or adjust recover from bidders any amount lying OPIL to the bidder's credit either under this contract or any other which may at any time become payable/ refundable to the bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by OPIL in selling the materials under contract not taken delivery by the bidder at bidder's risk and costs. Even after such recovery/ adjustment by Oil Palm from bidder any amount as mentioned above lying with Oil Palm, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to Oil Palm on demand without any objection or demur.

11.26 Oil Palm India Limited shall have the right to issue addendum to the e-tender document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-TENDER

11.27 The bidder shall have no right to issue addendum to e-Tender document to clarify amend, modify, supplement or delete any of the conditions or items stated therein.

11.28 In case the Turnover of the buyer for the previous financial year, relevant to the date of sale, is Rs.10 Cr or less, for purchase in excess of Rs.50 lakh during the current financial year, relevant to the date of sale, OPIL shall collect TCS along with the sales consideration at the applicable rate.

11.29 In case the Turnover of the buyer for the previous financial year, relevant to the date of sale, is more than Rs.10 Cr, the buyer shall deduct TDS at the applicable rate u/s 194Q if the sale value exceeds Rs.50 lakh during the current financial year, relevant to the date of sale. The buyer shall deduct and deposit the application TDS u/s 194Q of the IT Act in a timely manner and further issue of TDS certificate in the name of Oil Palm India Limited within the time frame specified in the Act. Further the buyer should indemnify Oil Palm India Limited in case of failure on compliance of the provisions of TDS

u/s 194Q or non-issuance of TDS certificate or both and the buyer shall be liable to OPIL the TDS plus applicable interest.

11.30 Acceptance of Tender Conditions

By submitting the bids through e-procurement portal www.etenders.kerala.gov.in, it is presumed that the bidder has accepted all the terms and conditions of the e-tender as uploaded at the portal, the special terms and conditions as uploaded at the web site, if any and the sales contract, even if he has not signed the tender conditions/special terms and conditions/ sales contract pertaining to the e-tender in which he participated.

12. Counter Offer to parties other than H1

Company retain at the discretion of its Managing Director to offer 100MT, or 1/3rd of the tender quantity (as deem fit by the Managing Director, OPIL) to those who participated in the tender (other than H1 bidder) at H1 price for a limited period of 10 days from the tender confirmation date. Further company at the desire of the buyer can sell an additional quantity up to a maximum of 10MT for making the tanker fully loaded.

13 Arbitration:

In the event of any dispute and/ or difference arising between the Bidder/Buyer and / or OPIL as to construction, interpretation and / or execution of the contract and/ or the respective rights and liabilities of the parties, such disputes and / or difference shall be referred to Arbitration. The sole arbitrator shall be nominated by the Managing Director of Oil Palm India Limited. The provisions of the Arbitration Conciliation Act, 1996 along with its amendments from time to time shall apply to the proceedings of the arbitration. The seat of arbitration shall be at Kottayam and for all connected legal proceedings only the Courts at Kottayam alone have got jurisdiction.

14. Assignment of Sale Order

On request from the successful bidder in the e-tender, OPIL at its discretion can allow assignment of sale order to another group company of the successful bidder partly or fully. In that case all the remedies available to Oil Palm under the Sale Contract will be available against the successful bidder as well as his assignee, jointly and severally.

15. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the OPIL nor the BUYER shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The Buyer shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Oil Palm India Limited for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the contractor pleading any ground as constituting force majeure, the opinion of the management of the OPIL on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the BUYER do not amount to force majeure, then BUYER shall not be entitled to plead the same and or claim any relief under this clause.