OIL PALM INDIA LIMITED

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

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CIN: U01133KL1977SGC002934 GSTIN: 32AAACO3695G1ZI

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

E TENDER NO.OPIL/SEC/PKC/2026-27/4 DT 03-11-2026

E TENDER ID 2026_OPIL_885175_1

LAST DATE OF BID SUBMISSION: 10-11-2026: 6.55 PM
DATE OF BID OPENING: 12-11-2026 11 AM

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1.0 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 Palm Kernel Cake. 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 Palm Kernel Cake. 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 10.18 & 10.19.

1.3 After declaring H1 bidder as a winner, 100 % of the contract value should be transferred into OPIL account before lifting the material.

2.0 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 registatrion. 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.

3.0 SCHEDULING OF E- SALE

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. GST should be included separately in the BOQ. The amount including GST would be considered for arriving H1 rate.

5.0 SUBMISSION PROCESS

5.1 Quantity of Palm Kernel Cake offered is 200 MT.

5.2 EMD applicable for this tender is Rs.40,000/-. All those who wish to participate in the bid should remit EMD through online. Eligible exemption as per Government rules will apply.

5.3 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.

5.4 The bids of all bidders who have participated in the-sale must remain valid for maximum period of 30 days from the date of sale.

5.5 OPIL after evaluation of bids will communicate regarding acceptance/rejection of the highest bid.

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

5.7 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.

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

5.9 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.

5.10 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.

5.11 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.

5.12 The successful bidder upon receipt of communication regarding acceptance of bid by OPIL, shall arrange to transfer 100% of the contract value within 10 working days (bank holidays excluded).

5.13 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. The forfeited EMD will be transferred to OPIL by deducting transaction charges.

5.14 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.

6.0 **Procedure of Palm Kernel Cake Delivery**

1. The tender is for dispatches by road mode only
2. Prospective Bidders/ Customers will be permitted to inspect the material at the factory during the working hours between 9.00 AM to 5.00 PM. For inspection of the material at the factory interested customers may contact Manager (Factory), (

8086663704) located at Yeroor, Bharatheepuram P.O, Anchal Kulathupuha Road, Kollam, Kerala or his authorized officers.

3. THE BIDDERS/ CUSTOMERS SHALL CARRY THE PHOTO IDENTIFICATION CARD ISSUED BY GOVERNMENT OR STATUTORY AUTHROITY WITHOUT WHICH INSPECTION WILL NOT BE PERMITTED. IN CASE THE BIDDERS/ CUSTOMERS SEND THEIR AUTHORISED REPRESENTATIVE FOR INSPECTION, THEY WILL BE PERMITTED SUBJECT TO THEIR PRODUCING THE AUTHORISATION LETTER AND PHOTOIDENTIFICATION CARD ISSUED BY GOVERNMENT / STATUTORY AUTHROITY.

7.0 Validity of Bids

1. Bides should have a validity for acceptance by OPIL of 30 days from the date of closing of tender date, excluding the date of closing. In 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 OPIL.

8.0 Terms of Payment

2. The full price of the material with other levies shall be paid in advance by the successful bidder by DD favouring Oil Palm India Limited payable at Kottayam or by LC within 10 days from the date of sale order. EMD amount shall not be treated as an adjustment towards the material value, but would stand converted into Security Deposit for due performance of the contract.
3. The above security deposit (as converted from the EMD amount) would be kept till the end of the delivery period. However in the event of default in performance by the bidder, the provision of forfeiture of the Security Deposit (as converted from the EMD) as stipulated, would be applicable.
4. In case of damages occurred to OPIL's properties while lifting the material, the estimated cost towards the repair/ rectification shall be recovered from the Security Deposit already available. The Security Deposit will be refunded after completion of the delivery in all aspects and after deducting for the loss / damages caused to OPIL.

5. The buyers shall also have the option of e-Payment through NEFT/ RTGS. The Bank details are:

    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

9.0 Procedure of Delivery of Material

1. The delivery of the material as per Sale Acceptance Letter/ Sale Order shall be strictly subject to availability of the same with OPIL and the successful bidder shall remove the material immediately on receipt of intimation without any failure. The maximum period for removal of 100MT of the material is two weeks from the date of sale acceptance letter. For each additional quantity of 100MT of part thereof one week shall be allowed extra. 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 for removal of the material with penalty will be two weeks after the allowable delivery period. Thereafter the un-lifted quantity will be sold at the risk and cost of the bidder.

2. It is the responsibility of the Purchase/ Buyer/ Bidder to take delivery of the material 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 material 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.

3. In case of emergency OPIL reserves its right to ask any or all the successful Purchase/ Bidder/ Buyer to remove/ to take delivery of any quantity of Material within the Sale Order quantity immediately.

4. Material after confirmation of sale left at OPIL will remain at the sole risk and responsibility of the purchase / bidder/ 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.
5. The successful bidder or their 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. The delivery as per contract shall be Ex-factory of OPIL at Yeroor in Quilon District and the OPIL shall not have any responsibility or liability whatsoever on leaving the material outside the factory premises.

7. 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.

10. Refund of EMD for Unsuccessful bidders: In case of unsuccessful bidders, EMD shall be refunded automatically by the e tender portal.

11. Forfeiture of EMD :

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:
2. If after completion of tender, the successful bidder fails to make payment for the material value including all other charges within the stipulated time, OPIL will forfeit the entire EMD.
3. If the successful bidders does not lift the booked quantity within the stipulated validity period fully or fail to make payment fully, the proportionate Security Deposit (as converted from the EMD) for the unlifted quantity would

be forfeited. EMD forfeiture would not take place, if OPIL has failed to offer full or part of the successful bid quantity within the validity period.

4. If the Buyer cancels the order after booking, the entire EMD shall be forfeited.

12. Refund of Material Value : The balance Material value of the unlifted quantity after the expiry of the validity period for supply of material and completion of required commercial formalities shall be refunded subject to forfeiture of EMD/Security Deposit, if required, in terms of the forfeiture clause as above.

13. Taxes and Duties

1. GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this tender shall be borne by the successful bidders/ purchase/ buyer. 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.
2. 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/bidder/purchaser and will be charged extra to the buyers/ bidder/ purchaser account.
3. **The Bidder has to remit TCS as per relevant provisions of the Income Tax Act at the rate applicable. This should be paid extra if the sale value exceed the ceiling limit prescribed under the Act from time to time.**

14. General Terms and Conditions:

1. The price shall be quoted for unit of one Metric Tonne and shall be firm and shall not be allowed to be reduced on any amount. The tender should be for the entire quantity offered for sale. Tenders for part delivery or part payment will not be accepted. In case the price is quoted for any unit other than Metric Tonne, it will be converted into Metric Tonne for comparison purpose.

2. 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.
3. Material procured under tender is for use within the country and not for export.
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. Price may be quoted both in figures and in words. If there is discrepancy between the words and the figures, highest would be taken as the quoted amount.
5. The decision of the Competent Authority of OPIL in matters related to this tender shall be final and binding on the bidders/ Buyers.
6. Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of the material etc. A quantity variation of ± 2% of the total tendered quantity is allowed.
7. OPIL reserves the right to cancel the sale of material under this 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.
8. OPIL 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 tender notice shall be notified in the OPIL web site only.
9. Sale under each tender shall be an individual, independent, unique and complete transaction.
10. 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. CONDUCT DURING DELIVERY:- Buyer/bidder/purchaser shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers 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 material will not be allowed in OPIL premises.
12. 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.
13. 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 bidder/buyer/purchaser 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 bidder/purchaser/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 laboures who are engaged for handling of the goods.
14. The Purchaser/bidder/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.
15. 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.
16. BLACKLISTING:-If it is found that the bidder/buyer/purchaser 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 bidder/buyer/purchaser are liable to be blacklisted and appropriate action will be taken as deem fit by OPIL.

17. No interest will be paid to the purchaser/bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any, including EMD/Security Deposit.
18. Bidders shall inspect the material and satisfy the quality of the same by analyzing the sample before taking delivery and no claim whatsover with regard to quality shall be entertained nor will be considered by OPIL at any time.
19. Employees of OPIL are not eligible to participate or to represent on any one's behalf in the tender.
20. OPIL will not be liable for any claim and buyer shall keep OPIL fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.
21. TERMINATION/BREACH OF CONTRACT:- In the event of bidder's failure to fulfill 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 :- 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.
22. AND/OR
23. 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 OPIL from bidder any amount as mentioned above lying with OPIL, if any further amount is still found payable /

refundable by the bidder, the bidder shall pay the same to OPIL on demand without any objection or demur.

24. OPIL shall have the right to issue addendum to the 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 tender.
25. The bidder shall have no right to issue addendum to tender document to clarify , amend, modify, supplement or delete any of the conditions or items stated therein.
26. Arbitration: In the event of any dispute and/ or difference arising between the Bidder/Purchaser/Buyer and / or their Agent 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 OPIL. The provisions of the Arbitration Conciliation Act, 1996 shall apply to the proceedings of the arbitration. The venue for arbitration shall be at Kottayam and for all connected legal proceedings only the Courts at Kottayam alone have got jurisdiction.
27. Assignment of Sale Order : On request from the successful bidder in the 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 OPIL under the Sale Order will be available against the successful bidder as well as his assignee, jointly and severally.