



ODISHA STATE WAREHOUSING CORPORATION

PLOT NO.-02, CUTTACK ROAD, BHUBANESWAR-751006

TEL NO.0674-2575157

TECHNICAL BID

**E -TENDER FOR DISPOSAL OF DAMAGED RICE STOCK
LYING AT SWC NIMAPARA & SAKHIGOPAL**



ODISHA STATE WAREHOUSING CORPORATION, BHUBANESWAR

TENDER FOR DISPOSAL OF DAMAGED RICE STOCK

1. INSTRUCTIONS TO THE TENDERER FOR ONELINE TENDERING

- i. Tender documents containing detailed terms and conditions are available in the e-Procurement Portal, Govt. of Odisha <https://tendersodisha.gov.in> and website of OSWC www.oswc.in which can be downloaded by the intending tenderers.
- ii. The participating tenderers shall have to get themselves registered on e-Procurement Portal of Govt. of Odisha through <https://tendersodisha.gov.in>.
- iii. The tenderers should have the necessary Portal Enrolment with their own Digital Signature Certificate (DSC) of Class-II or Class-III from any authorized certifying authorities.
- iv. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://tendersodisha.gov.in>
- v. Tenders documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.
- vi. The scanned copy of requisite demand draft towards cost of Tender paper & EMD alongwith other documents shall be submitted online before bid submission closing date and time.
- vii. The Managing Director reserves the right to reject any/or all tenders without assigning any reason thereof and does not bind himself to accept the highest or any tender.

2. Details regarding publication of tender, submission and opening of technical bid are given below.

1	Availability of tender in the Portal	11 AM of dt.09.07.2020 to 5.00 PM of dt.29.07.2020
2	Last date of online Bid Submission	Dt. 29.07.2020 upto 5.00 PM
3	Opening of Technical Bid	Dt.30.07.2020 at 3.30 PM
4.	Opening of Financial Bid	To be intimated to the tenderers qualified in the Technical Bid

NOTE:

If the date fixed for opening of tenders is declared as holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

Tender to remain open for acceptance for 45 days inclusive of date of tender opening (technical bid)

3. Cost of tender paper

Cost of tender paper of **Rs.1180/-** (inclusive of 18% GST) in shape of Demand Draft in favour of Odisha State Warehousing Corporation on any scheduled bank payable at Bhubaneswar shall be accompanied with the tender. The scan copy of the DD shall be uploaded with the technical bid.

4. EMD amount

EMD amount of **Rs.5.00 lakh** in shape of Demand Draft in favour of **Odisha State Warehousing Corporation** on any scheduled bank payable at Bhubaneswar shall be accompanied with the tender. The scan copy of the DD shall be uploaded with the technical bid.

5. The original Demand Drafts towards cost of tender paper and EMD amount shall be submitted by Registered Post/ Speed Post/ Courier Service or by hand within **05 (five) days of opening of technical bid.**

6. For any queries relating to this Tender, the Deputy General Manager (C), OSWC may be contacted (**Mob.- 9437150906**).

Sd/-
Chief General Manager
OSWC, Bhubaneswar

Invitation to Tender

Tel No. 0674-2575157
E-mail- md@oswc.in

From :

The Managing Director
Odisha State Warehousing Corporation,
Bhubaneswar-751006

To

M/s. _____

Sir/ Madam

On behalf of OSWC, Managing Director, OSWC, Bhubaneswar invites e-tenders for disposal of Q 18710.93 kg. of damaged rice stock declared fit for Feed-I (Q 13037.30) & Feed-II (Q 5673.63) lying at OSWC Nimapara & Sakhigopal as detailed in **Appendix 'C'** on 'AS IS WHERE IS BASIS'

1. The terms and conditions governing the sale are given in **Appendix 'A'**. The tenderer is required to upload the rate per qtl. for the lot in the **BOQ format of Financial Bid** available in the e- Tender Portal'.
2. Bids cannot be submitted after due date and time. The Tenderer should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The Tenderer should ensure clarity/legibility of the document uploaded by him to the portal.
3. The scan copy of the DDs towards EMD & cost of tender paper shall be uploaded with the technical bid.
4. The stocks may be inspected by the intending tenderers at the godowns on any working day, from where the delivery of the stocks shall be given.
5. Person signing the tender should state in what capacity he/she is signing the tender i.e. Sole Proprietor of a firm, or as Secretary, Managing Director, etc. of a limited company. In case of partnership firm, the tender must be signed by all the partners. The original or an attested copy of the registered partnership deed should be scanned and uploaded alongwith the tender. In case of a limited company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

6. The person signing the tender form or any other documents forming part of the tender on behalf of another shall produce a registered power of Attorney duly executed in his favour stating that he has authority to bind such other persons in all matters pertaining to the contract. If the person signing subsequently fails to produce the said power of attorney within a reasonable time, the OSWC may without prejudice to other Civil and Criminal Remedies, cancel the contract and hold the signatory liable for all the costs and damages.

7. The filled and signed Appendices are to be scanned and uploaded in the e-Procurement system. Bidders are requested to read the instructions carefully & meticulously for submission of bids through e-procurement portal.

8. A certificate to the effect that the tenderer is licensed and is in running condition as a manufacturer/dealer/direct consumer of Feed-I (Animal Feed) & Feed-II (Cattle Feed) stocks from an appropriate authority should be uploaded with the tender.

9. The successful tenderer after acceptance of his/her tender will be required to deposit cost of damaged food grains and all applicable taxes with Managing Director, OSWC, Bhubaneswar within the stipulated date indicated in the acceptance letter and to remove the stocks within the specified date of the issue of release order or such period as may be decided by the OSWC.

10. The OSWC reserves the right to accept or reject any tender without assigning any reasons thereof. Tenders shall be accompanied by all annexure intact and duly signed on all pages and complete in all respect.

Sd/-
Chief General Manager
OSWC, Bhubaneswar

APPENDIX - A

TERMS AND CONDITIONS FOR THE SALE OF DAMAGED RICE STOCK (FEED –I (ANIMAL FEED/ FEED-II (CATTLE FEED))

- A) I) The stocks can be inspected by prospective tenderer at the godown from where the delivery of the consignment will be given.
- II) The Firm / Buyer registered with FCI/ Govt. Departments shall upload authenticated documentary evidence with regard to existence of the manufacturing unit such as Industrial license, Registration Certificate etc while participating in e-tender.
- III) The OSWC do not have any responsibility for obtaining permits from the State Govt. in favour of the buyer nor accept any liability for dispatching the stocks by rail in the absence of any permit.
- IV) It will be the responsibility of the buyer to obtain necessary Import/Export permits required if any from the concerned authorities in case the stocks are to be moved to places outside the State, there they are held. Such permits shall have to be produced at the time of taking delivery.
- B) The OSWC do not guarantee to make any definite quantity or quality of damaged foodgrains (Feed-I & Feed-II category) available to the buyer.
- C) The buyer is at liberty to quote for any quantity required. LOT nos. for which the bids are quoted shall be mentioned in the Technical Bid proforma. (**Annexure-C**)
- A Valid registration certificate from FCI, valid certificate from District Revenue Divisional Officer or District Veterinary officer stating that he is a genuine dealer/ manufacturer/ consumer is mandatory for participation. In case the party is a manufacturer of the plant and the type of products manufactured etc from the concerned district authority and sale of products for which damaged food grains is a raw material, proprietorship affidavit/special power of attorney in case of partnership with the partnership deed and copy of resolution in case of limited concern should accompany the tender.
- D) Rice millers functioning as custom millers are not allowed to participate in the tender process.
- E) The OSWC reserve the right to accept or reject the highest or any tender without assigning any reason. All tenders shall be irrevocable and remain open for acceptance for a period of 45 days from the date of opening tender. If the said date is declared to be a closed holiday, the tender shall be deemed to remain open for acceptance on the following working day. OSWC will have the discretion to extend this date by another fifteen days.

- F) i) The tenderer shall pay to the OSWC by way of earnest money for the due performance of stipulations to keep the offer open. The earnest money shall be paid in the form of Bank Draft on any scheduled Bank in favour of Odisha State Warehousing Corporation. Tender not accompanied by the required amount of earnest money liable to be rejected summarily.
- ii) The Earnest money paid will be liable for forfeiture if the tenderer after submitting his tender, does not keep his offer open or modifies the terms and conditions thereof in a manner not acceptable to the OSWC. The earnest money of all unsuccessful tenderer will be refunded but the OSWC shall not be liable to pay any interest thereon.
- iii) The earnest money of successful tenders will be retained as security deposit for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the OSWC in case the tenderer either resiles from his offer or violates the terms of the contract. The security deposit will be refunded on the completion of the contract but the OSWC shall not be liable to pay any interest thereon.
- iii) a) If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for OSWC to adjust either in whole or in its absolute discretion the security deposit furnished by the tenderer or any part thereof, towards the satisfaction of any sum due to the claim from the tenderer for any damage, losses, charges, expenses or costs that may be suffered or incurred by the OSWC. The decision of the OSWC, in this respect shall be final and binding on the tenderer.
- b) In the event of earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be shall be deducted from the sum then due on or which at any time thereafter may become due to the tenderer under this or any other contract with OSWC. In case the sum will not be sufficient to cover the full amount recoverable, the tenderer shall pay to the OSWC on demand the balance due.
- c) Same as aforesaid, if the tenderer duly performs and completes the contract in all respect and presents an absolute “NO DEMAND CERTIFICATE” in the prescribed form, the OSWC shall refund the security deposit without interest to the tenderer after deducting all costs and other expenses that the OSWC may have incurred and all dues and other money including all losses and damages which the OSWC is entitled to recover from the tenderer.
- d) Price of damaged foodgrains (Feed-I & Feed-II) will be payable on the net weight and will include the cost of the gunny. All taxes applicable and other charges of any nature whatsoever leviable by any authority shall be payable by the buyer in addition to the price offered.

e. i) The total price calculated on the declared quantity of the lot on the basis of accepted rate shall be paid together with taxes, if any, within the stipulated date in the communication of acceptance of tender issued (either by letter / e-mail / followed by a Regd. Letter) by the Managing Director, OSWC, Bhubaneswar. The amount will be paid by the buyer in form of Bank Draft obtained in favour of Odisha State Warehousing Corporation within the stipulated date when necessary delivery order will be issued by OSWC.

ii) In the event of failure to complete the payment within the specified time, the OSWC shall have the option to adjust all losses incurred by the Corporation from the earnest money converted into security deposit in full and resell the stocks and would also recover from the firm the loss suffered by the OSWC as a result of the resale of the stocks at the risk and cost of the original buyer.

Any saving or profit on resale as aforesaid shall be exclusively to the account of the OSWC. It is further clarified that if the tenderer modifies or withdraws his tender before acceptance, the earnest money deposit is liable to be forfeited.

iii) At the time of giving delivery if there is shortfall in the declared quantity proportionate refund to the buyer will be allowed on presentation of a duly supported bill, in the prescribed form. If on the other hand there is found to be an excess, proportionate additional payment shall be made by the buyer in the same manner as referred to above, within seven days from the date of intimation to that effect by the Managing Director, OSWC, Bhubaneswar or any officer acting on his behalf.

G) The damaged rice stock are sold in the same condition as they lie on "AS IS WHERE IS BASIS". They shall be removed by the buyer within a period specified in the delivery order, with all the defects, if any, and notwithstanding any error or misstatements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the buyer and no claim shall lie against OSWC, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged foodgrains (feed category) may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description.

The buyer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged stocks (feed category) prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation account thereof.

The buyers of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or other-wise, if the non-issuable stocks (feed category) sold are not available by reasons of not being at the specified place. The OSWC reserve the right to withdraw from the sale of the included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.

- H) The buyer will make his own arrangement for transport and will not be entitled to claim any facility or assistance for transport from the OSWC depot. The buyer shall at his own cost lift the damaged rice from the godown and will be responsible for handling including de-stacking and loading in the trucks / wagons.
- I) In case the original buyer wish to take delivery of the damaged stocks (Feed-I & Feed-II category) purchased through a representative, he must authorize the later by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the OSWC, on any account what-so-ever if delivery is affected to wrong persons.
- J) The stocks shall be weighed under OSWC arrangements and delivery will be by net weight. The weighment sheets shall be prepared in triplicate and be signed by the buyer or his representative and an officer of OSWC. The weighment will be on the basis of 10% of the standardized bags and 100% weighment of non-standardized bags. If however, the buyer demands 100% weighment of the standardized bags, the cost of weighment will be borne by the buyer in addition to the price paid for the damaged grains (Feed-1 & Feed-II category).
- K) The stocks sold to a buyer shall from the date of acceptance of this tender be at his risk and OSWC shall not be responsible for the safe custody or preservation thereof.
- L) The goods sold will be removed by the buyer from the site of accumulation within the free period of 30 (thirty) days from the date of issue of release order letter. If the stocks sold are not removed within the time specified or delivery is not taken at the time of date given in the release order, OSWC may resale the stocks at the buyer's risk and cost. If the OSWC is unable to resale the goods within 3 months from the date of expiry given in the release order, the decision of the OSWC may at its absolute discretion dump or may destroy the same without prejudice to its other remedies against buyer.

The buyer shall also be liable to pay storage charges at the rate of 25 paise per bag or part of per bag per day. These charges will be recovered in respect of the entire quantities of the un-lifted stocks at the end of free period before the delivery of such stocks is actually affected or till the date of release (inclusive). Delivery would be given only during the working hours on all working days on

presentation by the buyer to the stocks holder of the copy of release/delivery order issued by the Managing Director, OSWC Bhubaneswar or an officer authorized by him. Without prejudice of the right to resale, the OSWC may at their option permit the buyer to remove on payment in advance of aforesaid charges on account of storage space from the date following the last date of the free period delivery given in the release order, the said consignment or any part thereof remaining uncleared within the extended period.

The OSWC reserve the right to extend the period of delivery of release order and the buyer shall not be entitled to any compensation for such extension of the free period of delivery.

- M. i) An express condition of sale is that the stocks of damaged foodgrains shall be used only for the purpose of Feed-I (Animal feed) & Feed-II (Cattle feed) as indicated in the tender.

It is absolutely necessary that the buyer of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks.

The OSWC will take a serious view of any breach of these conditions of sale. It will also not be open to buyer to question the categorization of the stocks as shown in the tender.

- ii) The buyer shall tender full account of the damaged stocks purchased to the Managing Director, OSWC, Bhubaneswar as well as the State Govt. in FS & CW Deptt. if so required in order to ensure proper performance of the contract. In this regard, the OSWC reserves the right to inspect the premises of factory of the buyer and where the food grains are stacked or processed without any notice to the buyer and the buyer shall be bound to provide necessary facilities for such inspection to the officials of the State Government or OSWC.

- iii) The stocks when sold to a direct consumer or to a manufacturer shall be processed only in the buyer's premises/factory/ plant/machine.

- N. Failure on the part of the buyer to render full and satisfactory accounts of utilization of the damaged stocks (Feed-I & Feed-II category) will constitute a breach of the contract and in such an event the security deposit furnished by the buyer shall be forfeited without prejudice to the right of OSWC to initiate legal proceedings, both Civil & Criminal, against the buyer.

- O. The buyer shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of the OSWC.

- P. The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a registered power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.

- Q. The tenderer will be fully responsible as per undertaking given by him in Clause-12 of Appendix-B which says that the stocks will be strictly used for the manufacture of Feed-I (Animal feed)/ Feed-II (Cattle Feed) for which this foodgrains is being purchased. In case the stocks are used for other than the intended purpose or if the tenderer failed to render full and satisfactory account of utilization of the damaged stocks, in such an event the security deposit furnished by the him shall be forfeited.
- R. The storage charge will be levied with reference to the date of release order and that for the belated payment with reference to the date of acceptance of letter.
- S. All disputes arising out from this contract shall be subject to jurisdiction of Bhubaneswar Courts only.

Sd/-
Chief General Manager
OSWC, Bhubaneswar

Signature of the tenderer with
complete address

APPENDIX- B

TENDER NO.....

DATED:

FROM

M/s.

.....

To,

The Managing Director,
OSWC, Bhubaneswar.

Dear Sir,

1. I/We hereby offer to purchase from the OSWC the damaged rice unfit for human consumption as per details in Appendix ‘C’ or such portion thereof as you may specify in the acceptance of tender at the price quoted in the BOQ format available in the e-Procurement Portal and agree to hold this offer open up to and inclusive of(date).

I/We shall be bound by a communication of acceptance despatched within the prescribed time.

2. I/We have thoroughly examined and understood the terms and condition of the tender at Appendix ‘A’, issued by OSWC in connection with this notice. I/We shall be bound by the terms & conditions of e-tender.
3. I/We have uploaded the scan copies of the Demand Draft (s) towards EMD amount of Rs..... Vide DD No..... Dt..... And tender document fee of Rs..... Vide DD No..... dt..... Drawn in favour of Odisha State Warehousing Corporation. The Earnest Money will be retained as Security Deposit on acceptance of my / our offer. I / we agree to deposit the total cost & all taxes applicable to the tender.
4. My/Our particulars are as follow:

i.	Name (with name of father in case of an individual):	
ii	Business Name:	
iii	Constitution of the Firm, i.e. Registered under the Indian Partnership Act	
iv	Name of Seal under which it is registered.	
v.	Place and date of Registration:	
vi	Name and Address of all partners and the extent of their shares.	

In case of Co-operative Society:		
	a. No. & date of Registration Certificate:	
	b. Attach a copy of resolution of the Society authorizing this transaction:	
vii.	Correspondence Address	
viii.	E-mail address	
ix.	Business Telephone, Mobile Number	

5. I/We hereby offer to purchase from the OSWC and to take delivery of damaged foodgrains as per terms and conditions laid down in the instructions to the tenderers and issued in **Appendix 'A'** for the quantities of damaged food grains at the offered price against lots and subject to the condition governing such purchase as stipulated by the Managing Director, OSWC, Bhubaneswar in the documents mentioned above which I / We have read and understood and agree to abide by them.

6. The GST and other taxes leviable on this sale shall be paid by me/us in addition to the price offered as applicable.

7. I/We agree to hold the offer open upto the inclusive of
(Date) and if the said date be declared to be holiday till the next following working day and shall be bound by the communication of acceptance despatched within this time. I/We further undertake that this offer shall not be retracted or withdrawn by me/us hereafter.....

8. I/We hereby declare that the entries made in this tender form are correct to the best of my/our knowledge and I/we shall be bound by the Act of my/our constituted Attorney, Shriwhose signature is appended hereto in the space specified for the purpose and if any other person who in future may be appointed by me/us in his status to carry on the business of the concern, whether an intimation of such change is given to the OSWC or not.

9. Acceptance of this tender by Managing Director, OSWC, Bhubaneswar or by an officer authorized by him dispatched within the prescribed time shall constitute a valid and legal contract between me/us and the OSWC. No execution of a separate deed would be necessary.

10. I am/we are prepared to offer facilities for the inspection of the factory to Managing Director, OSWC /an officer deputed by him/office of Food Department, Government of India/Officer of the State Government. I will provide complete utilization details to OSWC concerned.

11. List of Documents uploaded

- i.
- ii.
- iii.
- iv.
- v.

12. I/We hereby give an undertaking that the stocks will be strictly used for the manufacture of Feed-I (Animal Feed)/ Feed-II (Cattle Feed) for which this foodgrains is being purchased and we undertake that in case the stocks are used for other than the intended purpose or if I/We fail to render full and satisfactory accounts of utilization of the damaged stocks in such an event, the Security Deposit furnished by me/us shall be forfeited by OSWC

13. I/We hereby declare that we will abide by the terms and conditions governing the sale of this damaged food grains as laid down by the OSWC

14. I/We confirm that person(s) who has / have signed below has/ have the authority to sign the tender and given the above offer on behalf of M/s

Yours faithfully,

(Signature (s) of Tenderer(s)
Indicating capacity in which
the signatory is/are signing.)

Signature of constituted Attorney

LOT WISE POSITION OF DAMAGED RICE STOCK**i. SWC Nimapara**

Commodity	Stack No.	Bags	Quantity		Category	Please mark against the Lot for which offer is being made
			Qtl.	Kg.		
PBC Rice damaged	1B/3	2535	1251.15		Feed-I	
	1B/5	1557	768.46		Feed-I	
	1B/7	669	330.19		Feed-I	
	1B/8	2468	1218.08		Feed-I	
	1B/9	3010	1485.65		Feed-I	
	1C/1	1586	782.77		Feed-I	
	1C/2	2130	1051.26		Feed-I	
	1C/3	2908	1435.24		Feed-I	
	1C/4	2090	1031.52		Feed-I	
	1C/7	2667	1316.30		Feed-I	
	1C/11	2184	1077.91		Feed-I	
	1C/12	724	357.33		Feed-I	
	1B/6	2295	1132.70		Feed-II	
	1B/10	1772	874.57		Feed-II	
	1C/6	2766	1365.16		Feed-II	
	Total	31361	15478.29			

ii. SWC Sakhigopal

Commodity	Stack No.	Bags	Quantity		Category	Please mark against the Lot for which offer is being made
			Qtl.	Kg.		
PBC Rice damaged	2B/10	1333	652.42		Feed-I	
	3/6	546	279.02		Feed-I	
	2A/1	2430	1212.46		Feed-II	
	2A/8	2179	1088.74		Feed-II	
		Total	6488	3232.64		

Signature of the Tenderer

