



**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.
BHUBANESWAR**

Sl. No.
Dated:

Rs. 525/- By Demand Draft / Pay Order
Money Receipt no. _____

Tender Notice No. 15883

Date: 07.09.2016

FOR DISPOSAL OF DAMAGED RICE (FEED -I / FEED-II / FEED-III CATEGORY) LYING AT OSWC, DUMERPANI OF NUAPADA DISTRICT AND CWC, BOLANGIR OF BOLANGIR DISTRICT.

OFFERS RECEIVED UPTO: **2.00 PM ON 27.09.2016.**

DATE OF OPENING OF TENDER: AT **3.00 PM ON 27.09.2016.**

OFFERS TO REMAIN OPEN FOR ACCEPTANCE UPTO 30 DAYS AND INCLUSIVE OF DATE OF OPENING

N.B.

1. If the said date is declared to be holiday for the Odisha State Civil Supplies Corporation Ltd. (OSCSC) Offices, it shall be deemed to remain open for acceptance on the following working day.
2. OSCSC may at its discretion extend this date by a fortnight and such extension shall be binding on the tenderers (s).

From

The Managing Director
OSCSC Ltd., Bhubaneswar

To

M/s.....
.....
.....

Sir / Madam,

On behalf of OSCSC Ltd., Managing Director, OSCSC Ltd., Bhubaneswar invites sealed tenders for the disposal of damaged rice declared fit for Feed – I / FEED-II / FEED-III Rice as detailed in Appendix 'C' attached, lying at OSWC, Dumerpani of Nuapada District and CWC, Bolangir of Bolangir District, Odisha on '**AS IS WHERE IS BASIS**'

Tenderer (s)

1


General Manager (PDS.),
OSCSC Ltd., Bhubaneswar

1- THE TERMS AND CONDITIONS:

The terms and conditions governing the sale are given in Appendix 'A' attached herewith. Each tenderer may quote for one or more lots as given in Appendix 'C'. In case, any condition is attached, the rates quoted will be summarily rejected. The instructions to be followed for submitting the tender are set out below.

2 - EARNEST MONEY AND BANK DEPOSIT:

Earnest Money must accompany each tender as stipulated in Clause (F) I, which will be adjusted against **Security Deposit**, as per tender terms and conditions. (**Security Deposit = 10% value** of goods for which offer has been made calculated at the rates offered).

3- SAMPLE OF STOCKS:

The stocks may be inspected by the intending tenderers on the authority of this letter at the godown on any working day; where from the delivery of the stocks shall be given.

4- SIGNING OF TENDER:

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. Notary attested partnership deed shall be enclosed with the tender.

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 OSCSC may without prejudice to other Civil and Criminal Remedies, cancel the contract and hold the signatory liable for all the costs and damages. The power of Attorney should be signed by all partners in case of partnership concern and in the case of limited companies it should be under the common seal of the company. A copy of memorandum and articles of association should be attached with the tender.

5- SUBMISSION OF TENDERS:

The parties will submit Tender in sealed envelope. The tender should be submitted in the prescribed form Appendix –'B', 'C' and 'D' attached herewith along with Appendix 'A' duly signed and cash receipt issued by this office towards the cost of tender form. The number of tender and the last date of submission should be shown on the envelope and it should be addressed to '**Managing Director, OSCSC Ltd., Bhubaneswar.**' Tender will be received up to 2.00 PM on the specified date. Tenderers wishing to deposit their quotations by hand should deposit them in the Tender BOX kept in the Head Office of OSCSC Ltd., Bhubaneswar for the purpose not later than 2.00PM on the specified date.

Tender and/or amendments submitted after opening the tenders on the schedule date and time will not be considered. 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) and Feed-III(Poultry Feed) stocks from an appropriate authority should accompany the tender. The competent authority has the option to accept or reject a tender.


6- PAYMENT OF THE COST AND TAKING DELIVERY:

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, OSCSC Ltd., 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 OSCSC.

7- ACCEPTANCE OF TENDER:

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

Yours faithfully,


General Manager (PDS.),
OSCSC Ltd., Bhubaneswar

APPENDIX - A

TERMS AND CONDITIONS FOR THE SALE OF DAMAGED FOODGRAINS (FEED CATEGORY RICE) BY TENDER

- 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 shall produce authenticated documentary evidence with regard to registration with FCI, the existence of the manufacturing unit such as Industrial license, Registration Certificate etc while participating in tenders.
- III) The OSCSC do not have any responsibility for obtaining permits from the state Govt. in favour of the buyer nor do they 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 OSCSC Ltd. do not guarantee to make any definite quantity or quality of damaged food grains (feed category rice) available to the buyer.
- C) The buyer is at liberty to quote for any quantity required. 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. 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 copy of resolution in case of limited concern.
- D) Rice millers functioning as custom millers are not allowed to participate in the tender process.
- E) The OSCSC reserve the right to accept or reject without assigning any reason, the highest or any tender. All tenders shall be irrevocable and remain open for acceptance for a period of one month from the date of opening tenders. If the said date is declared to be a closed holiday for OSCSC offices, the tender shall be deemed to remain open for acceptance on the following working day. OSCSC Ltd. will have the discretion to extend this date by another fifteen days.
- F) i) The tenderer shall pay to the OSCSC by way of Earnest money for the due performance of stipulations to keep the offer open, ten percent of value of goods for which the offer has been made, calculated at the rate offered. The earnest money shall be paid in the form of Bank Draft on any scheduled Bank in favour of

Managing Director, OSCSC Ltd., Bhubaneswar. Tenders not accompanied by the required amount of earnest money are liable to be rejected summarily.

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 OSCSC, it being understood that tender documents have sold/issued to him and he is being permitted to tender in consideration of his agreement of this stipulation. Subject as aforesaid the Earnest money of all unsuccessful Tenderer will be refunded but the OSCSC shall not be liable to pay any interest thereon.

- ii) **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 Corporation, in case the tenderers/tender either resiles / resile from his/her/their offer or violates/violate the terms of the contract. The security deposit will be refunded on the completion of the contract but the Corporation 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 Corporation 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 corporation. The decision of the corporation, 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 which at any time thereafter may become due to the tenderer under this or any other contract with corporation. Should that sum also be not sufficient to cover the full amount recoverable, the tenderer shall pay to the corporation 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 Corporation shall refund the security deposit without interest to the tenderer after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the tenderer.**
- d) Price of damaged food grains (feed category rice) 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 a buyer in addition to the price offered.
- e. i) **The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with sales tax, if any, within the stipulated date in the communication of acceptance of tender issued (either by letter / telex / followed by a Regd. Letter) by the Managing Director, OSCSC Ltd., Bhubaneswar the amount will be paid by the buyer in form of Bank Draft**

obtained in favour of Managing Director, OSCSC Ltd., Bhubaneswar within the stipulated date when necessary delivery order will be issued by him or an officer acting on his behalf.

- e. II) In the event of failure to complete the payment within the specified time, and to present the Bank Draft within the aforesaid period, the OSCSC Ltd. 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 Corporation 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 OSCSC. It is further clarified that if the tenderer modified or withdraws his tender before our acceptance, his Earnest money deposit is liable to be forfeited.

- e. 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, OSCSC Ltd., Bhubaneswar or any officer acting on his behalf.

- G)** The damaged food grains (feed category rice) 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 OSCSC, 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 food grains (feed category rice) 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 rice) 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 rice) sold are not available by reasons of not being at the specified place. The OSCSC Ltd. reserve the right to withdraw from the sale any lot/lots 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 CWC/OSWC depots. 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) Should the original buyer wish to take delivery of the damaged stocks (feed category rice) 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 OSCSC, on any account what-so-ever if delivery is affected to wrong persons.
- J) The stocks shall be weighed under CWC/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 OSCSC. 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 category rice).
- K) The stocks sold to a buyer shall from the date of acceptance of this tender be at his risk and OSCSC 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, OSCSC may re-sell the stocks at the buyer's risk and cost. If the OSCSC is unable to re-sell the goods within 3 months from the date of expiry given in the release order, the decision of the OSCSC 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 subject to a minimum of Rupee One (Re.1/-) per bag or part thereof. 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, OSCSC Ltd., Bhubaneswar or an officer authorized by him. Without prejudice of the right to resale, the OSCSC 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 un-cleared within the extended period.

The OSCSC 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 food grains shall be used only for the purpose as indicated in the tender viz:

- a) Fit for Animal Feed – Feed- I
- b) Fit for Cattle Feed- Feed- II
- c) Fit for Poultry Feed - Feed - III

It is absolutely necessary that the buyer of any particular category 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 OSCSC 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, OSCSC Ltd., 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 OSCSC Ltd., 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 OSCSC Ltd.

iii) The stocks of categories mentioned in (a), (b) & (c) of sub-clause (L) thereof 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 category rice) 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 Corporation 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 OSCSC.

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 should give an undertaking in the form enclosed as Appendix-B for the proper utilization of the damaged food grains, as purchased by him. .

R. Delivery period: - 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.


General Manager (PDS.),
OSCSC Ltd., Bhubaneswar


General Manager (PDS.),
OSCSC Ltd., Bhubaneswar

APPENDIX-“B”

TENDER NO.....

DATED:

FROM

M/s.

.....

.....

To,

Managing Director,
OSCSC Ltd., Bhubaneswar.

Dear Sir,

1. I/We hereby offer to purchase from the OSCSC the damaged food grains 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 Appendix 'C' and agree to hold this offer open up to and inclusive of

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 OSCSC Ltd. in connection with this notice. I/We shall be bound by the terms of both these documents.

3. I / We enclosed herewith a demand DraftBank of
.....Rs.....Rupees
.....
..... in favour of Managing Director, OSCSC Ltd., Bhubaneswar as Earnest Money to be adjusted against Security Deposit on acceptance of my / our offer. I / we agree to deposit the total cost & all taxes applicable to the tender. The Security Deposit shall remain with the Corporation for 1 year and 37 days.

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.
 - a) Name of Seal under which it is registered.
 - b) Place and date of Registration:
 - c) Name and Address of all partners and the extent of their shares.
 - iv) In case of Co-operative Society:
 - a) No. & date of Registration Certificate:
 - b) Attach a copy of resolution of the Society authorizing this transaction:
 - c) Telegraphic Address:

Tenderer (s)

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General Manager (PDS.),
OSCSC Ltd., Bhubaneswar

Business Telephone (if any).

5. I/We hereby offer to purchase from the OSCSC Ltd. and to take delivery of damaged food grains as per terms and conditions laid down in the instructions to the tenderers and issued in Appendix 'A' the quantities of damaged food grains at the price shown against lot as given and subject to the condition governing such purchase as stipulated by the Managing Director, OSCSC Ltd., Bhubaneswar in the documents mentioned above which I / We have read and understood and agree to abide by them.
6. The Sales Tax and other taxes leviable on this sale shall be paid by me/us in addition to the price offered as applicable under the State Sales Tax Act.
7. I/We agree to hold the offer open up to the inclusive of and if the said date be declared to be holiday for OSCSC office 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 OSCSC Ltd. or not.
9. Acceptance of this tender by Managing Director, OSCSC Ltd., 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 OSCSC Ltd.. 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, OSCSC Ltd. /an officer deputed by him/office of Food Department, Government of India/Officer of the State Government. I will provide complete utilization details to OSCSC Ltd. concerned.
11. List of Documents enclosed.
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), Feed-III (Poultry Feed) / for which this food grains 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 (feed category rice) in such an event, the Security Deposit furnished by me/us shall be forfeited by OSCSC Ltd.

Tenderer (s)

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General Manager (PDS.),
OSCSC Ltd., Bhubaneswar

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 OSCSC Ltd.

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

ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., BARGARH

APPENDIX-"C"

STATEMENT SHOWING THE DEPOTWISE /STACKWISE /CATEGORY WISE STOCK POSITION OF DAMAGED RICE.

Sl No.	Depot	Stack No	Commodity	Bags	Qty in MT	Category	Rate quoted by the party
1.	CWC, Bolangir	1C-3	Rice damaged (Common boiled)	426	27.434900	FEED-II	
2.		1C-3(A)		305	15.097500	FEED-I	
3.		3A-3		360	21.850400	FEED-I	
4.		1B3=1B2+1B3		90	4.349000	FEED-III	
5.		1C1=1C1+1C2		75	3.684025	FEED-III	
6.		1B11=1B11+2B1		76	3.746850	FEED-III	
7.		3A1=3A1+3A2		95	4.909100	FEED-III	
8.		1C12=1C6+1C11		103	4.977920	FEED-III	
9.		3C3=3C1+3C2+ 3C5+3C10+3B7		379	17.828705	FEED-III	
10.		1B-10		68	3.381230	FEED-II	
11.		4A-1		87	4.216100	FEED-III	
			Total	2064	111.475730		
1	CWC, Dumerpani (Nuapada)	4B/11	Rice damaged (Common boiled)	1672	87.587	FEED-I	
2		4B/8		861	44.520	FEED-I	
3		4B/2		807	38.510	FEED-I	
4		4B/4		1021	51.602	FEED-I	
5		4B/7		2186	110.393	FEED-I	
6		3A/7		220	16.297	FEED-I	
7		3A/2		102	5.727	FEED-I	
8		1A/9		726	40.653	FEED-I	
9		1A/1		1379	71.374	FEED-I	
10		1A/2		1130	59.179	FEED-I	
11		1A/3		704	34.155	FEED-I	
12		1A/4		441	25.809	FEED-I	
13		1A/5		608	33.361	FEED-I	
14		1A/6		1330	64.885	FEED-I	
15		1B/2		732	31.625	FEED-I	
16		1B/12		545	28.698	FEED-I	
17		1C/2		754	38.630	FEED-I	
18		1C/3		671	33.534	FEED-I	
19		1C/8		3141	157.186	FEED-I	
20		1C/10		2566	128.000	FEED-I	
21		1C/11		1706	87.930	FEED-I	
			Total	23302	1196.655		

