



Odisha State Civil Supplies Corporation Limited

RFP Advt. No. 15671 /OSCSC/Dated 20 / 10 / 2023

Request for Proposal (RFP)

for

**'Manufacturing & Supply of New Jute Carry Bags for use
by the Beneficiaries under the Public Distribution
System (PDS)'**

C/2, Nayapalli, Bhubaneswar, Odisha

Odisha State Civil Supplies Corporation Limited



Request for Proposal (RFP) for 'Manufacturing & Supply of New Jute Carry Bags for use by the Beneficiaries under the Public Distribution System (PDS)'

RFP Advt. No. 15671 /OSCSC, Date: 20 / 10 /2023

Odisha State Civil Supplies Corporation Limited invites proposals from reputed firms/agencies registered in India as per Government of India Company Registration Act 1956/2013 or Indian Partnership Act, for '**Manufacturing & Supply of New Jute Carry Bags for use by the Beneficiaries under the Public Distribution System (PDS)**'. The tender document with all information relating to the tender process, including cost of tender document, EMD, eligibility criteria, scope of work, terms & conditions, evaluation criteria and formats of submission of bid proposals, may be downloaded from the website www.foododisha.in & www.oscsc.in.

Sl No	Event Description	Date
1	Publication of RFP in website	21/10/2023
2	Pre-Bid meeting	27/10/2023 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for submission of Proposal	10/11/2023 by 1700 Hours
4	Opening of Technical Proposal	13/11/2023 by 1600 Hours
5	Presentation by Bidders Qualified in Eligibility Criteria	The date and time will be intimated to the bidders by e-mail. Venue will be the Conference Hall of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

Any amendment in the tender document due to decision in pre-bid meeting/extension of bid if any shall only be notified in the websites mentioned above. The proposals shall be submitted through Speed Post/Registered Post/courier only to "**Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha**". The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

-Sd/-

Managing Director, OSCSC Ltd

Disclaimer

- The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by Odisha State Civil Supplies Corporation Ltd, (hereinafter refer to as OSCSC Ltd), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not purport to contain all the information each Bidder may require.
- This RFP document may not be appropriate for all persons and it is not possible for the OSCSC Ltd, their employees or advisors, to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.
- Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources.
- OSCSC Ltd, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
- OSCSC Ltd shall be the sole and final authority with respect to qualifying a bidder through this document. The decision of the tender inviting authority (TIA) in selecting/appointing the agency who qualifies through this document shall be internal and it reserves the right to reject any or all the bids without assigning any reason thereof.
- OSCSC Ltd may terminate the process at any time without assigning any reason thereof and upon such termination, OSCSC Ltd shall not be responsible for any direct or indirect loss or damage incurred to the bidder(s) arising out of such a termination.
- OSCSC Ltd may, in its absolute discretion but without being under any obligation to do so, reserves the right to update, amend or supplement the information in this RFP document.

Abbreviations

The list of abbreviations used in RFP is as follows:

SL No	Short Form Used in RFP	Full Forms
1	RFP	Request for Proposal
2	TPDS	Targeted Public distribution Systems
3	FPS	Fair Price Shop
5	FS&CW Department	Food Supplies & Consumer Welfare Department
6	OSCSC Ltd.	Odisha State Civil Supplies Corporation Limited
7	DD/BG	Demand Draft/ Bank Guarantee
8	SLA	Service Level Agreement
9	EMD	Earnest Money Deposit
10	PPT	Power Point Presentation
11	TIA	Tender Inviting Authority
12	CSOs	Civil Supplies Officers
13	CCSOs	Chief Civil Supplies Officers

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Section-1 Letter of Invitation (Fact Sheet)

1. Introduction:

The activities of the FS&CW Department/OSCSC Ltd are based on ensuring food security for the people, protection of rights and interest of consumers of the state. The mandate under the Targeted Public Distribution Systems (TPDS) is to make available right quantities of food grains to the eligible beneficiaries at subsidized prices throughout the year.

2. Broad objective of the RFP:

Odisha State Civil Supplies Corporation Limited intends to invite proposals from the **Jute Millers/Jute Carry Bag Manufacturing Firms/Jute Carry Bag Trading Firms** for **Manufacturing & Supply of New Jute Carry Bags for use by the Beneficiaries under the Public Distribution System (PDS)** while receiving foodgrain entitlements at the Fair Price Shops.

3. Fact Sheet:

Clause Reference	Topic
Title of the RFP	'Manufacturing & Supply of New Jute Carry Bags for use by the Beneficiaries under the Public Distribution System (PDS)'
Scope of Work	The RFP envisages to on-board selected firm(s)/agency(s) to manufacture and supply of new Jute Carry Bags for use by the Beneficiaries under the Public Distribution System (PDS) in Odisha.
Eligible Bidder	The Bidder should be a reputed Jute Millers/Jute Carry Bag Manufacturing Firms/Jute Carry Bag Trading Firms registered under the Companies Act, 1956/2013 or Partnership firm(s) as per Partnership Act or Sole Proprietorship firm. Bidder should be having at least 10 or more years' of experience in manufacturing and supply of new jute carry bags.
Quantity in Numbers	Estimated manufacturing & supply quantity of New Jute Carry Bags will be One Crore (Approximately) of 20 Kilograms carrying capacity and One Crore (Approximately) of 10 Kilograms carrying capacity.
Duration of Contract	This Contract will be in force for a period of two (02) months from the date of signing of the Contract.
Method of Selection	Least Cost based method shall be used to select the bidder. The Bidder has to submit the bid in two separate sealed envelopes marked as Technical & Financial bid . All bids will be evaluated based on pre-qualification criteria . Technical evaluation of only those bidders who satisfy all the pre-qualification criteria shall be done. Price bid of only those bidders who qualify in Technical Bid with a score of 70 marks shall be opened.
Language of Bid	The entire bid document should be submitted in English language.
Currency of Bid	The bid price should be quoted in Indian Rupees. The quoted price should be exclusive of tax.
Tender Document Fee	Along with the proposal, the bidder needs to deposit Rs. 20,000/- (Rupees twenty thousand) only in shape of a Demand Draft , drawn in favour of the Managing Director, Odisha State Civil Supplies Corporation Ltd., payable at Bhubaneswar, from any Scheduled Bank/Nationalized bank . This fee is non-refundable in nature.
Earnest Money Deposit (EMD)	The pre-qualification bid should accompany Earnest Money Deposit (EMD) of amount Rs. 2.00 Cr. (Rupees Two crore) only, in the shape of Bank Guarantee , drawn in favour of the Managing Director Odisha State Civil Supplies Corporation Ltd., payable at Bhubaneswar, from any Scheduled Bank/Nationalized Bank . The EMD should be valid for 90 days from the date of submission of bid.

Clause Reference	Topic
Performance Security	The successful bidder shall have to submit Performance Security for a value equivalent to @5% of the total estimated work order cost.
Validity of Bid	90 Days from the bid submission date.
Bid document submission	One copy of the pre-qualification-cum-technical bid including tender fees, DD/BG towards EMD must be submitted. Only one copy of the financial bid required for submission. The tender paper and technical bid should be kept in a sealed envelope with superscription as Pre-Qualification-cum-Technical Bid . The financial bid should be kept in a separate sealed with superscription as Financial Bid . Both the envelopes should be kept in a separate envelope with clear superscription of the title of the RFP .
Consortium	Keeping in view the Scope of Work, Consortiums/Joint Ventures/Sub-Contracting are not allowed . Proposals only from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium/joint venture will be summarily rejected .
Documents	The RFP document will be available from the advertisement date till the bid due date on the website of FS&CW Department/OSCSC Ltd. at www.foododisha.in & www.oscsc.in in which can be downloaded from the website. Bidders are advised to submit their proposal in the appropriate formats specified in this document. At any time before the submission of proposals, OSCSC Ltd. may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the document by amendment. The amendment will be notified in the website of FS&CW Department/OSCSC Ltd. and revised documents/clarifications if any will also be uploaded on the above prescribed websites.
Contact Details	General Manager (PDS), OSCSC Ltd, Bhubaneswar, Landline No. 0674-2390517
Address for Bid Submission and for all other purposes with respect to this RFP	Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2, Nayapalli, Bhubaneswar, Khordha, Odisha, PIN-751012. e-mail ID: mdoscsc@gmail.com

4. Schedule for the RFP Process:

OSCSC Ltd shall follow the schedule below for conducting the RFP process:

Sl No	Event Description	Date
1	Publication of RFP in website	21/10/2023
2	Pre-Bid meeting	27/10/2023 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
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Section-2 Specification of the Product (Jute Carry Bag)

1. Specification of the Product: The **Size, Specifications** and **Features** of the **two sets** of New Jute Carry Bags are as under:

Size, Specifications and Features	1st Set	2nd Set
Capacity of Bags	For carrying 20 kilograms weight of Foodgrains	For carrying 10 kilograms weight of Foodgrains
Size	50cmX40cmX28cm	40cmX40cmX24cm
Tape Handel	Tube-40cm	Tube-40cm
Jute Fabric	13X13 Natural Jute fabric with inside plastic lamination	13X13 Natural Jute fabric with inside plastic lamination
Color	Original Jute Color	Original Jute Color
Estimated Quantity	One (1) Cr. in numbers (Approx.)	One (1) Cr. in numbers (Approx.)
Test Method	BIS test methods shall be applicable	BIS test methods shall be applicable
Inter lock stitch	Both Side	Both side
Weaving Pattern	Machine woven/Stitched	Machine woven/Stitched
Stitching Pattern	Parallel Pattern with Double Stitching at the Top. Bottom and Side seams shall be four threads with over lock stitch. 'X' shaped stitch with multiple stitches at loop joint.	Parallel Pattern with Double Stitching at the Top. Bottom and Side seams shall be four threads with over lock stitch. 'X' shaped stitch with multiple stitches at loop joint.
Load Bearing Capacity	Dead load as per requirement of bag (20 Kg) is filled inside the bag and the same is freely hanged. The loop handle and bag should withstand the load for 30 minutes.	Dead load as per requirement of bag (10 Kg) is filled inside the bag and the same is freely hanged. The loop handle and bag should withstand the load for 30 minutes.
Multi-coloured Labeling & Branding on both sides, Full size of the bag	Multi-coloured with artwork given by OSCSC Ltd. Machine printing with offset ink/Block Printing.	Multi-coloured with artwork given by OSCSC Ltd. Machine printing with offset ink/Block Printing.
Cartoon Packing	50 pieces per cartoon	50 pieces per cartoon

2. Other Specifications:

- There should be no spillage from the filled bag during the normal handling/transit etc. Commodity when filled in the bag, it should not bleed out, i.e. there should not be any grain loss from the filled bag.
- The jute bags meant for supply should be pest free, dust free, odour free from any other foreign materials.
- Seams of the bag should be intact, i.e. the seams of the filled bags should be intact after filling foodgrains.
- All fabric should be natural jute fabric with inside plastic lamination.

Section-3 Scope of Work

1. Minimum eligibility: Jute Millers/Jute Carry Bag Manufacturing Firm/Jute Carry Bag Trading Firm registered in India as per Government of India company Registration Act 1956/2013, **having at least 10 or more years' of experience in manufacturing and supply of new jute carry bags/jute gunny bags** are allowed to participate in the RFP process for supply of Jute Carry Bags. Also, such bidder(s) shall have supplied minimum 10 lakh similar products like **jute carry bags/jute gunny bags** to any **Government Agency/Department/PSU/Reputed Private Entities** during last ten years. The bidder shall submit a certificate from the concerned Government

Agency/Department/PSU/Reputed Private Entities for successful supply of quality jute carry bags/gunny bags.

2. **Labelling & Branding:** Multi-colored Labelling & Branding on both sides. Machine printing with offset ink/Block Printing on both sides of the bags will be made as per the consignee requirement.
3. **Packing & Delivery:** Jute Bags shall be delivered as per the specification indicated in RFP. The stocks shall be delivered at the designated State Godowns (Rice Receiving Centre-cum-Department Storage Centre-RRC-cum-DSC) of OSCSC Ltd in the Districts (refer Annexure-A), in cartoon packing, each cartoon containing 50 pieces of new jute carry bags, in good condition as per the specifications.
4. **Handling & Transportation of Indented Consignment:** Handling & transportation of the jute carry bags consignments up to the delivery point i.e. at the State Godowns of the OSCSC Ltd, shall be the sole responsibility of the Selected Bidder. Any transit loss, the cost will be borne by the Selected Bidder.
5. **Pre-Delivery Inspection:** OSCSC Ltd may, if need be, undertake pre-dispatch inspection of stock by the technical staff or any other agency (Quality Certification) entrusted for that purpose at the Supplier's premises. However, it is the prime responsibility on the part of the Bidder to get the entire consignment of the indented product quality certified from the **Jute Commission empanelled Inspection Agencies** before dispatch of the consignment(s).
6. **Post Delivery Inspection:** At the time of delivery of stocks by the Supplier(s), the stocks will be subject to quality check by the Officials of FS&CW Department/OSCSC Ltd. Random samples will be collected from the stocks supplied at designated unloading points at district level, which are subject to quality analysis. At the time of unloading, five bundle for every unloaded 100 bundles, drawn randomly, shall be inspected by the officials at the unloading point. In case of non-conformity of supplied stocks to the above specified standards and defectives being found in random samples, then the proportion of defectives shall be applied to the whole load and the defectives shall be booked as shortages by the receiving official. Further, if the rejection ratio is more than 10%, then the entire load is to be rejected and a penalty of Rs. 10,000/- shall be imposed for every rejected load. The decision of the CCSO/CSO-cum-District Manager at the unloading points will be final and should not be disputed. A dedicated representative of the Supplier is to be present in every district, especially at unloading points to ensure smooth supply and resolve any issues/disputes.
7. **Rate to be quoted:** The basic Rate per Jute Carry Bag F.O.R destination i.e. inclusive of all incidental and ancillary cost of Material, Labour, Labeling & Branding charges, Inspection, Transit insurance, Transportation cost, Loading & Unloading and other taxes & duties etc. covering the Specification, Scope of work and all terms & conditions detailed in the RFP. All risks of loss, damage or depreciation of goods shall be upon the Supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Consignment will be unloaded at the designated godown during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment, the concerned district officer will verify the documents and report. On confirming the authenticity of the consignment and after being satisfied with the quality of the Jute Carry bags of 20 Kg/10kg based on the report submitted by the Supplier, Stocks will be unloaded. In case the supplier fails to deliver any or all of the materials covered by the contract, the OSCSC Ltd reserves the right to cancel the contract or any portion thereof along with forfeiture of the security deposit and hold the Supplier liable for all damages sustained by the OSCSC Ltd because of the supplier failing to perform the contract in addition to the legal actions that may be taken by the OSCSC Ltd against the defaulting Supplier. In case the goods supplied are not according to specifications then, OSCSC Ltd may either reject such goods entirely or partly. In such case, the Supplier may be entitled to receive the payment only at the rate fixed by the OSCSC Ltd after taking into consideration the quality of the material supplied and not at the rates mentioned in this Contract, at the sole discretion of the OSCSC Ltd.

- 8. Liquidated Damage:** In case the goods are not delivered within the stipulated period, OSCSC Ltd reserves the right to levy late delivery charge which is equal to 2% of the contract value of the undelivered materials per week subject to a maximum of 10% of the total value of undelivered materials. The OSCSC Ltd also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the Supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages, shall be recovered from the Supplier out of the Bills, if any pending or will be recovered separately. The OSCSC Ltd shall not accept any reasons for delay in supply of the materials, which are not connected with the OSCSC Ltd.
- 9. Default to Supply as per Specifications:** In case the goods supplied are not according to the Contract specifications, the OSCSC Ltd will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the OSCSC Ltd. After obtaining the results, if the sample is found not to as per the Contract specifications, the OSCSC Ltd shall have the full right to fix the rate as per the pro-rata basis and not as per Contract rate. The decision of the Managing Director of the OSCSC Ltd will be final and binding on both the parties.
- 10.Rejection:** 100% replacement of the rejected bags to be done within 5 working days.

Section-4 Duration of the Contract

This **Contract will be in force for a period of two (02) months** from the date of signing of the Contract. However, it will be concluded only when the entire supplies are completed as per the purchase order or delivery schedule and payment for the supplies are made. The liability and obligations of the supplier under this Contract will continue to be in force notwithstanding the conclusion or termination of the Contract in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the OSCSC Ltd or fulfillment in accordance with the terms and conditions of the Contract. In case of any exigency, the above timeline may be extended on mutual agreed process.

Section-5 Instruction to the Bidder

1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications for participating in the RFP process, Bidders must form their own conclusions about the solutions needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders will be treated as contractually binding on the Bidders on successful award of the assignment by the OSCSC Ltd. on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OSCSC Ltd. Any notification of preferred bidder status by the OSCSC Ltd. shall not give rise to any enforceable rights by the Bidder. OSCSC Ltd. may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the OSCSC Ltd.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2. Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - Comply with all requirements as set out within this RFP.

3. Pre-Bid Meeting & Clarifications

- a) Pre-bid queries can be raised within the dateline mentioned at '**Schedule for RFP process**' via e-Mail to mdoscsc@gmail.com Accordingly, response to the pre-bid queries will be replied by a return mail;
- b) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

Sl No	RFP Documents Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

- c) OSCSC Ltd. shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by the OSCSC Ltd.;
- d) The Nodal Officer notified by the OSCSC Ltd. will endeavor to provide timely response to all queries. However, OSCSC Ltd. neither makes representation or guarantee as to the completeness or accuracy of any response made in good faith, nor does OSCSC Ltd. undertakes to answer all the queries that have been posed by the bidders. OSCSC Ltd. does not also guarantees that the Suggestion(s) made by any prospective bidder through pre-bid query or otherwise shall be accepted;
- e) At any time prior to the last date for receipt of bids, OSCSC Ltd. may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum;
- The Corrigendum (if any) will be posted on www.foododisha.in/www.oscsc.in ;
 - Any such corrigendum shall be deemed to be incorporated in this RFP;
 - In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OSCSC Ltd. May extend the last date for the receipt of proposals through publication in website.

4. Key Requirements of the Bid

- a) **Right to Terminate the Process:** OSCSC Ltd. may terminate the RFP process at any time and without assigning any reason thereof. OSCSC Ltd. makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the OSCSC Ltd. The bidder's participation in this process may result in OSCSC Ltd. selecting the bidder to engage towards execution of the contract.
- b) **RFP Document Fee:** The RFP document can be downloaded from www.foododisha.in/www.oscsc.in. The bidders are required to submit the Tender Fee only through Demand Draft drawn from any scheduled Bank/Nationalized Bank, in favour of **Managing Director, Odisha State Civil Supplies Corporation Ltd.** payable at Bhubaneswar. Proposals received without or with inadequate tender fee shall be rejected.
- c) **Earnest Money Deposit (EMD):** Bidders shall submit, EMD along with their Bids, in the form of a Bank Guarantee issued by any of the scheduled Banks/Nationalised Banks in favour " **Managing Director, Odisha State Civil Supplies Corporation Ltd, payable at Bhubaneswar**" which should be valid for **90 days from the due**

date of the RFP.

- i. EMD of all unsuccessful bidders would be returned/refunded by the OSCSC Ltd within 1 month of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder(s) would be returned upon submission of Performance Security.
 - ii. The EMD amount is interest free and will be returned/refundable to the unsuccessful bidders without any accrued interest on it.
 - iii. The bid/proposal submitted without EMD as mentioned above, will be summarily rejected. The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity.
 - iv. In case of a successful bidder, if the bidder fails to submit performance security and sign the contract in accordance with this RFP within the scheduled date & time, the EMD will be forfeited.
- d) Performance Security:** The selected bidder would be required to provide a **Performance Security** either in form of Demand Draft drawn from any Scheduled/Nationalised Bank or in form of Performance Bank Guarantee drawn in favour of the **Managing Director, Odisha State Civil Supplies Corporation Ltd, payable at Bhubaneswar**, from any Scheduled/Nationalised Bank within 15 days from the notification of award, for a value equivalent to @5% of the total work order cost. The performance security **should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period)**. The selected bidder(s) shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder(s) fails to submit performance security within the stipulated time, the OSCSC Ltd., at its discretion may cancel the order placed in favour of the selected bidder(s) without giving any notice. The OSCSC Ltd shall invoke the performance security in case the selected vendor fails to discharge contractual obligations during the period or OSCSC Ltd incurs any loss due to vendor's negligence in carrying out the project as per the agreed terms and conditions. The performance security shall be refunded (without interest) after successful performance of the contract as per the SLA and successful exit management. Irrespective of any status of an entity as a bidder applying for the bid and if awarded for the bid after due selection, have to deposit the performance security deposit within the time schedule.

Section-6 Preparation and Submission of Proposal

- 1. Site Visit(s):** The bidder may wish to visit and examine the site(s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site(s) shall be borne by the bidder. No site visit(s) shall be scheduled after the prescribed date for submission of bids.
- 2. Proposal Preparation Costs:** The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by OSCSC Ltd to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OSCSC Ltd. will not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 3. Language:** The Proposal should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translated

copies of the same in English language duly attested by the Bidders, shall be submitted. For purposes of interpretation of the Proposal, the English translation shall govern.

- 4. Submission of Proposals:** The entire RFP bid documents must be submitted with duly page numbered, in properly bounded (preferably spiral binding) form and put in two separate envelopes, without any loose sheet in it. The proposals shall be submitted through Speed Post/Registered Post/Courier only to "**Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha**" superscribing <title of RFP & RFP Number> on the cover of the envelope. Bids received after the scheduled date & time for submission shall not be accepted and shall be returned as un-opened. OSCSC Ltd shall not be held responsible for any postal/courier delay for receipt of any bid. Bid(s) delivered by hand will not be entertained.

- a) **Envelope-I: Pre-Qualification-cum-Technical Proposal** - The Technical Proposal should be provided with all the information as detailed in the RFP using the format for technical proposal provided in the Format section of the RFP document. All the projects cited needs to be submitted by supporting credentials (work orders/completion certificates) from clients.

b) Envelope-II: Financial Proposal

- i. The financial proposal should include all incidental and ancillary cost (including all types of duties, levies, taxes except GST).
- ii. In the Financial Proposal, the Bidder shall quote the rate in the specific financial evaluation format (format enclosed at Annexure).
- iii. All costs must be mentioned in Indian rupees only.
- iv. Any conditional proposal shall be summarily rejected.
- v. The envelope containing the above two sealed covers shall be properly sealed with superscription of the <name of the RFP> with <RFP number> on its cover page.
- vi. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal **but should only be indicated in the Financial Proposal**.
- vii. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. The entire bid proposal should be properly bounded (preferably spiral binding) and no loose sheet shall be left inside the bid without any page number.
- viii. The proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign (s) the proposals.
- ix. All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.

5. Checklist for Submission:

As a part of the submission of the above documents with supporting wherever, the Bidder shall also attach the Checklist in the format below with remarks on the side of each submission mentioning whether submitted/not submitted.

A	Technical Proposal	Format
1	Letter of Proposal	Format-1
2	Format for Power of Attorney	Format-2
3	Particulars of Bidder	Format-3
4	Financial capabilities of the Bidder	Format-4
5	Manufacturing/Supply Capacity (number of jute carry bags per day)	Format-5
6	Work Experience of the Bidder	Format-6

A	Technical Proposal	Format
7	Covering letter for Financial Proposal	Format-7
8	Format for Financial Proposal	Format-8
9	Self-Declaration for not been blacklisted	Format-9
10	Tender Fee (non-refundable)	In shape of Demand draft drawn in favor of "Managing Director, OSCSC Ltd"
11	EMD	In shape of DD/BG drawn in favor of "Managing Director, OSCSC Ltd"
12	Documents to be Submitted	<ol style="list-style-type: none"> 1. Self-certified copy of the Certificate of Incorporation by the Authorized Signatory of the company 2. Copy of PAN 3. Copy of last three financial years IT return filling 4. Copy of GST Registration Certificate 5. Copy of Power of Attorney 6. Signed copy of this RFP with Official seal 7. Copy of manufacturing/trading license 8. Copy of Bank Account details with IFSC Code

6. Late Bids

- Interested Bidder needs to submit the bids within the scheduled date & time for submission of bids. Bidder needs to plan well in advance to submit the bids in due time.
- The bids submitted physically or by telex/telegram/fax/e-mail etc shall not be considered. No correspondence will be entertained in this matter.
- OSCSC Ltd shall not be responsible for non-submission/delay in submission of bids due to any technical glitches. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (if any) in the help desk for resolution, so as to avoid last minute rush.
- OSCSC Ltd reserves the right to modify and amend any of the above stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

7. Tender Opening: Bids shall be opened in the office of the Managing Director, Odisha State Civil Supplies Corporation Limited, C/2 Nayapalli, Bhubaneswar, Odisha, Pin Code - 751012. The proposals submitted within the scheduled date & time will be opened by the Proposal Evaluation Committee. The representatives of the bidders who wish to be present at the time of opening shall submit their e-mail request to enclosing the identity card or a letter of authority from the tendering firms to be identified as bonafide for attending the opening of the proposal.

8. Tender Validity: The offer submitted by the bidders should be valid for a minimum period of 90 days from the bid submission date. However, validity of the price bid of the Selected Bidder will be for the entire contract period including extension period as mentioned in the RFP.

9. Authentication of Bid: A proposal should be accompanied by a Power of Attorney in the name of the signatory of the Bid Proposal.

Section-7 Evaluation Criteria

1. Evaluation of Proposals:

- The RFP bids of those Agencies which would meet the Minimum Eligibility Criteria specified in the bid document below will be evaluated in two stages:
 - Evaluation of Pre-qualification-cum-Technical Proposal.*
 - Evaluation of Financial Proposals of Technical qualified bidders.*
- The bids shall be evaluated on the basis of the documents as already been attached/submitted in the Bid envelopes and under no circumstances; any additional

document shall be received/entertained during the evaluation process. However, the tender committee reserves the right to seek any clarification on the documents submitted by the bidder during the bid evaluation process.

- 2. Evaluation of Pre-Qualification/Minimum Eligibility Criteria:** This invitation to Bid is open to all entities meeting or exceeding all the following minimum qualification criteria. Any bid not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

SL NO	CLAUSE	DOCUMENTS REQUIRED
1	The Bidder should be a reputed Jute Miller/Jute Carry Bag Manufacturing Firms/Jute Carry Bag Trading Firms registered under the Companies Act, 1956/2013 or Partnership firm(s) as per Partnership Act or Sole Proprietorship firm.	Copy of Certificate of incorporation self-certified by the Authorized Signatory of the company;
2	Bidder should be having at least 10 or more years' of experience in manufacturing and supply of new jute carry bags.	<ol style="list-style-type: none"> 1. Self-certified copy of the Certificate of Incorporation by the Authorized Signatory of the company 2. Copy of PAN 3. Copy of last three financial years IT return filling 4. Copy of GST Registration Certificate 5. Copy of Power of Attorney 6. Signed copy of this RFP with Official seal 7. Copy of manufacturing/trading license 8. Copy of Bank Account details with IFSC Code
3	Manufacturer/Trader: The bidder shall have minimum manufacturing or supplying capacity of 30000-50000 Jute Carry Bags/Jute Gunny Bags or more per day.	The Bidder must produce necessary document proving production or supply capacity as per the self-declared information given in format.
4	License and Registration: Bidder must have valid registration for manufacturing or trading license of Jute Carry Bags/Jute Gunny Bags.	A copy of the same would require with the Tender application form
5	The bidder should have supplied minimum 10 lakh similar products like Jute Carry Bags/Jute Gunny bags to any Government Agency/Department/PSU/Reputed Private Entities during last ten years. The bidder shall submit documents in support of such work order/purchase order issued by the concerned Govt. Agency/Department and certificate for successful completion of such work/assignment.	Copy of Work Order or Purchase Order or Service Level Agreement along with certificate towards successful completion of such work/assignment.
6	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolution number and date.
7	The Bidder must have a minimum average Annual turnover of at least	<ol style="list-style-type: none"> 1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each

SL NO	CLAUSE	DOCUMENTS REQUIRED
	Rupees 100 crores in the last 03 (Three) audited financial years (FY 19-20, 20-21 & FY 21-22) Format at given format.	of the last 03 (three) audited financial years (FY 19-20, 20-21 & FY 21-22). 2. Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 (three) given financial years.
8	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last 03 (Three) audited financial years (FY 19-20, 20-21 & FY 21-22) Format at given Format.	1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 03 (Five) audited financial years (FY 19-20, 20-21 & FY 21-22). 2. Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for each of the specified years.
9	The bidding Company should not have been blacklisted by any Government or quasi-Government entity in India for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid. Format at given Format.	A self-certified letter as per the given Annexure.
10	Required Tender Fee should have been submitted	Demand Draft from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.
11	Required EMD should have been submitted	In shape of BG from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.

3. Technical Bid Evaluation credentials of the firm shall be done as per the following system:

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
1	Manufacturing/Supplying Capacity: The bidder shall have minimum manufacturing or supplying capacity of 30000-50000 Jute Carry Bags/Jute Gunny Bags or more per day. Average monthly manufacturing/supply capacity for last six months to be submitted. (to be filled up in format)	20	Up to 50000 - 5 Marks >50000≤80000 - 10 Marks >80000≤100000 - 15 Marks >100000 - 20 Marks
2	Quantity Supplied: The bidder should have supplied minimum 10 lakh similar products like Jute Carry Bags/Jute Gunny bags to any Government Agency/Department/PSU/Reputed Private Entities during last ten years. The bidder shall submit documents in support of such work order/purchase order issued by the concerned Govt. Agency/Department and certificate for successful completion of such work/assignment.	20	a) One mark for each 1 lakhs numbers of similar product supplied to any Govt. Departments/ PSUs - Maximum 20 Marks b) Copy of Work Order or Service level Agreement or Experience Certificate to be filled up in format.

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
3	Average Annual Turnover of the Firm in last 03 (Three) financial years i.e., FY 19-20, 20-21 & FY 21-22. <i>(Certificate from Chartered Accountant (Statutory Auditor) with authorized seal & signature shall be submitted) Format at given Format.</i>	20	a) Up to 100 Crore: 5 Marks b) >100 Crore: One mark for each completed one crore turnover.
4	Technical Bid Presentation: Demo of Device as Per RFP requirements & Other Qualitative Analysis <i>(A hard copy of the presentation along with soft copy (PPT) in pen-drive should be attached with the technical bid)</i>	40	Evaluation would be done based on the proposed integrated form factor for deployment: a) Demonstration of Jute bags in Compliance with specifications as given in RFP: 15 Marks b) Description on the strategy for in time supply of jute bags at the district level as given in RFP: 15 Marks c) Description on Approach/methodology, work plan & contingency measure as per the scope of RFP & SLA management: 10 Marks
Total Marks		100	

4. Evaluation of Financial Proposals of Technical qualified bidders

- The Financial Bids of the technically qualified bidders (i.e. bidders scoring minimum 70 marks in technical evaluation) in the technical evaluation, will be opened on the prescribed date. The Tender Committee reserves the right to reduce such minimum technical score in exigencies to allow minimum bidders for a competitive bidding.
- The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- Errors & Rectification:** If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- In case there is rate tie between two or more bidders, then the bidder with highest technical bid score will be awarded.**
- OSCSC Ltd reserves the right to ask for the detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.
- In case of single bid/single responsive bid, the TIA shall follow the latest Finance Department, Government of Odisha circular for finalization of tender.

5. Bid Scrutiny

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals...

- are not submitted as specified in the RFP document;
- received without the Letter of Authorization (Power of Attorney);
- are found with suppression of details;
- with incomplete information, subjective, conditional offers and partial offers submitted;
- submitted without the documents requested in the checklist with lesser validity period.

All responsive Bids will be considered for further processing as below:

- a) OSCSC Ltd will prepare a list of responsive bidders who comply with all the Terms and Conditions of the Tender.
- b) All eligible bids will be considered for further evaluation by a committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

6. Evaluation Process

OSCSC Ltd. will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.

- a) The Proposal Evaluation Committee constituted by OSCSC Ltd shall evaluate the responses to the RFP and all supporting documents/documentary evidences. Inability to submit requisite supporting documents/documentary evidences may lead to rejection of the bid.
- b) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- c) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- d) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- e) In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in the subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of eligible marks in the technical evaluation only will be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence will be debarred from being considered for financial evaluation.

7. Right to Accept Any Proposal & Reject Any/All Proposal(s):

OSCSC Ltd reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

8. Short-listing and Selection

- a) Bidders shall be ranked as per their financial quote (offered price). The bidder having lowest financial quote (offer price), shall be the most preferred bidder.
- b) The preferred bidder (L1 Bidder) shall be invited for signing of the contract. However, the Second Ranked Bidder (L2 Bidder) shall be kept in reserve and may be invited (at the discretion of the authority) to take up the contract in mutually agreed terms in case the first ranked bidder withdraws, blacklisted or otherwise become ineligible for entering into a valid contract with the Government. In any such case L2 Bidder may be invited in L1 approved rate only.
- c) Keeping in view the time constraint, the TIA reserves the right to invite negotiation in order to distribute the entire indented quantities of jute carry bags, in full or part, basing upon their production/supply capacity among the L1 and other qualified bidders with the L1 approved rate, if required.
- d) The Tender Inviting Authority (TIA) reserves the right to ask for the detailed cost-sheet, if necessary, for price rationalization from the preferred Bidder.
- e) TIA reserves the right to cancel the whole tender process in case TIA feels that the price quoted by the preferred bidder is not reasonable and may invite fresh proposals.

- f) TIA reserves the right to cancel the whole tender process without assigning any reason thereof.

9. Purchaser's Procurement Rights: Without incurring any liability whatsoever to the affected bidder or bidders, OSCSC Ltd reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason thereof;
- b. Change any of the scheduled dates stated in this tender;
- c. Reject proposals that fail to meet the tender requirements;
- d. Remove any of the items at the time of placement of order;
- e. Increase or decrease numbers of products to be supplied under this project;
- f. begin contract negotiations with the next best value bidder in order to serve the best interest (at Lowest-1 approved rate) in case the Purchaser (here the Purchaser is OSCSC Ltd) becomes unsuccessful in negotiating a contract with the selected bidder;
- g. Make typographical correction or correct computational errors to proposals;
- h. Request bidders to clarify their proposal.

10. Negotiation

Contract negotiations will then be scheduled with the qualified Agency. Negotiations will commence with a discussion on technical proposal, the proposed plan of supply, timelines and Price Proposals. After the contract is successfully negotiated, selected Agency will be issued Letter of Intent (LoI) by the OSCSC Ltd.

Section-8 Payment Schedule

- 1. Mode of Payment:** Soon after completion of supply of the indented quantity of New Jute carry Bags at the designated locations, Claim Bills in triplicate shall be raised in favour of **Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2 Nayapalli, Bhubaneswar** along with all necessary statutory supporting documents as may be required during processing of payment. The payment shall be released within 30 days of submission of all necessary documents to OSCSC Ltd.

2. Payment Terms

- a) The Claim Bills shall be raised through **Invoice in triplicate** by the Supplier(s) on monthly basis and to be submitted **along with all required statutory documents.**
- Statutory Documents**
- i. Invoice in original;
 - ii. Delivery Challan;
 - iii. Depot-wise Acknowledgement Receipt along with District Certificate issued by the CCSO/CSO-cum-District manager, OSCSC Ltd;
 - iv. Copy of pre-delivery Quality Certificate of the product (in house);
 - v. GST payment Challan Copy;
 - vi. Any other relevant document(s).
- b) The payment **shall be released @100% of the invoice value after successful delivery of the entire consignment of Jute Carry Bags at the designated locations** during the invoice month.
- c) The Supplier will be compensated after adjustments against the penalties, if levied with respect to the SLA defined in the Contract.
- d) The entire cost for Manufacturing, Supply, Transportation, Handling and all applicable Taxes and Duties of the indented consignment(s) of Jute carry bags up to its final delivery at the designated locations, will be borne by the Selected Bidder and factored in the Financial Proposal submitted in response to the RFP.
- e) The Total Contract Value quoted in the Financial Bid should cover all costs anticipated by the successful Bidder, on the basis of requirements listed in the RFP.
- f) The successful Bidder will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal, but are required to meet the SLA or any other requirements as stated in the RFP. No additional payment for these components would be made to the successful Bidder.

- g) For payments, the successful Bidder will be required to raise invoice along with the required statutory documents. OSCSC Ltd will release the payment to the successful Bidder after necessary scrutiny and verification of the invoice amount, all related documents and adjustment of penalties, within 30 days of submission of the correct and valid invoice.
- h) Except as otherwise provided for herein or as agreed between the parties in writing, OSCSC shall not be required to make any payments in respect of the services other than those covered in the RFP and/or in the executed Contract.
- i) TDS shall be deducted as per the prevailing rates of Income Tax/GST Act.

3. Additional Costs

- a) No invoice for extra work/charge order will be submitted by the successful Bidder unless the said extra work/change order has been authorized/approved by the OSCSC Ltd in writing.
- b) OSCSC Ltd shall release payments after withholding tax deductible at source as appropriate.
- c) No advance payment in any respect shall be released to the successful bidder prior to fulfilment of necessary conditionality as defined in the RFP.

Section-9 Terms & Conditions of Service Level Agreement (SLA)

1. **Award Criteria:** OSCSC Ltd will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
2. **Notification of Award:** Prior to the expiry of the validity period, OSCSC Ltd will notify the successful bidder in writing or by e-Mail (in shape of issuing Letter of Intent) that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, OSCSC Ltd may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OSCSC Ltd will notify each unsuccessful bidder. Under any unforeseen situation/force majeure, the TIA reserves the right to increase or decrease the indented quantities of jute carry bags and do not commit any fixed quantity for supply under this RFP.
3. **Contract Finalization and Award:** OSCSC Ltd shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.
4. **Signing of Contract:** After Notification of the successful bidder by the OSCSC Ltd that the proposal of the Successful Bidder has been accepted, OSCSC Ltd shall issue Work Order and an agreement shall be executed between the '**Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)**' and the '**Successful Bidder**' taking into account the relevant Clauses of RFP, pre-bid clarifications, Corrigendum (if any), the proposal of the Bidder in addition to other agreed Clauses. Service Level Agreement (SLA) would be signed for the entire project period & value.
5. **Notices:** Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed/hand delivered with acknowledgement thereof, or transmitted by prepaid registered post or courier.
6. **Failure to Agree with the Terms and Conditions of the RFP:** Failure on the part of the Successful Bidder to agree with the Terms & Conditions of the RFP, shall constitute sufficient grounds for the annulment of the award, in the event of which OSCSC Ltd may

award the contract to the next best value Bidder or call for new proposals from the interested bidders. In such cases, the OSCSC Ltd shall invoke the PBG of the most responsive bidder and/or initiate action as per the Bid Security Declaration.

- 7. Conflict of Interest:** A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OSCSC Ltd shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the OSCSC Ltd for, inter alia, the time, cost and effort of OSCSC Ltd including consideration of Bidder's Proposal, without prejudice to any other right or remedy that may be available to OSCSC Ltd hereunder or otherwise mentioned in the bid security declaration.
- 8. Compensation for Termination of Contract:** If the bidder fails to carry out the award/work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by OSCSC Ltd, without any valid reasons as acceptable, OSCSC Ltd, may terminate the contract after giving 1 (one) months' notice and the decision of OSCSC Ltd in the matter, shall be final and binding on the Bidder. Upon termination of the contract, OSCSC Ltd shall be at liberty to get the work done at the risk and expense of the Bidder through any other agency, and to recover from the Bidder compensation or damages.
- 9. Force Majeure:** Force Majeure is herein defined as any cause which is beyond the control of the Selected Bidder or OSCSC Ltd, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

 - a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.*
 - b. Acts of any Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.*
 - c. Terrorist attack, public unrest in work area provided either party shall within **10 days** from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or OSCSC Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.*
- 10. Confidential Information:** Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to Government authorities if the disclosure is required by Law and the disclosing party has provided the notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any Governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the foregoing, confidential information shall not include any information

that is generally known to the public or readily ascertainable from publicly available sources. Each party shall take steps necessary to enforce these obligations with respect to its employees.

- 11. Exit Plan:** The Selected Bidder shall provide systematic exit plan and submit all required documents for exit management before closure of the assignment.
- 12. Dispute Resolution Mechanism:** The Bidder and OSCSC Ltd shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
 - b) The matter will be referred for negotiation between OSCSC Ltd and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
 - c) In case it is not resolved between OSCSC Ltd and the bidder, it will be referred to the Principal Secretary, FS & CW Department, Government of Odisha for negotiation and his/her decision will be final and binding on both the parties.
- 13. Action for Breach of Contract:** It is the responsibility of the Selected Bidder to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the Supplier, the security deposit shall be forfeited and the balance work would be done at his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department would be final and binding on the Parties.
- 14. Law Governing Contract and Language:** The Contract shall be governed by the appropriate laws of Government of India and the language of the Contract shall be English.
- 15. Jurisdiction of the Court:** In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.
- 16. Amendment or modification in Contract:** No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.
- 17. Use of Name, Trademark, or logo:** Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any Governmental agency. Neither party shall disparage the other.
- 18. Transfer/Sub-Contracting:** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Section-10 Template Formats & Annexure

Format-1

Letter of Proposal

To,

The Managing Director,
Odisha State Civil Supplies Corporation Ltd.,
C/2, Nayapalli, Bhubaneswar, PIN-751012.

Sub: **Pre-Qualification-cum-Technical Proposal** for <Title of the RFP> published vide RFP Advt. No _____/Date_____.

Madam/Sir,

With reference to the RFP dated _____ for the above captioned project and clarification issued by OSCSC Ltd, Odisha thereof, I _____, having examined all relevant documents and understood their contents, hereby submit our proposal for <Title of the RFP> published vide Advt. No _____/Date_____. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I shall make available to OSCSC Ltd any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I acknowledge the right of the OSCSC Ltd to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I declare that:

1. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the OSCSC Ltd.;
2. I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
3. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
4. If our Firm is qualified on the basis of minimum eligibility criteria, we shall make a presentation on Approach & Methodology and work plan to OSCSC Ltd. on the date specified in the intimation received from OSCSC Ltd.
5. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed).
6. In the event our firm is selected as the Agency for this project we shall enter into a contract with OSCSC Ltd.
7. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
8. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
9. This is to certify that the bid proposal contains _____ numbers of pages.
10. This is to undertake that our firm/company is capable of manufacturing/supplying of required quantity of jute carry bags with the given specification, within the stipulated time period.
11. The entire RFP document have been affixed with official seal & signature as a token of acceptance to its defined terms & conditions of the RFP.

Yours faithfully

Signature, name and designation of the authorized signatory
(Name and seal of the Bidder)

Power of Attorney (Sample)

I _____, the _____ <Designation> of <Name of the Organization> in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of the organization>, <Designation of person> of the organization acting for and on behalf of the organization under the authority conferred by the <Notification/Authority order No.> dated <date of reference> has signed this power of attorney at <place> on this day <day> <month><Year> and law full attorney (hereinafter referred to as the "Authorized Representative") on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for <Title of the RFP> published vide Advt. No. _____/Date _____, but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the OSCSC Ltd., representing us in all matters before the OSCSC Ltd., signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the OSCSC Ltd. in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the OSCSC Ltd.

The signature of <Name of person> in whose favour authority as being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

N.B. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees Hundred) and duly notarized by a notary public.

Particulars of the bidder

Ref: < Title of the RFP> published vide Advt. No _____/Date _____

SI No	Particular of the Bidder	Details to be filled up by The Bidder	Page Number at which the document in proof is attached
1	Name of the Manufacturing/Trading Company		
2	Status of the Company		
3	Address of the Registered Office		
4	Telephone No & Contact Person Detail		
5	E-mail Address		
6	Website Address		
7	Registration No/date		
8	Incorporation Certificate No.& Date		
9	GSTIN Number		
10	PAN Card Number		
11	Manufacturing License/ Trading License No.		
12	Specify number of jute carry bags or jute gunny bags manufactured or supplied per day		
13	IT Return Copy for the last Three Financial Years FY-2019-20, 2020-21 & 2021-22.	Ack. IT Copy No- Ack. IT Copy No- Ack. IT Copy No-	
14	Average Annual Turnover of the Company In 03(Three) Financial Years FY- 2019-20,2020-21 & 2021-22	FY 19-20- FY 20-21- FY 21-22-	
15	Net worth (measured as paid-up capital plus free reserves) for each of the last 03(Three) audited financial years FY- 2019-20, 2020-21 & 2021-22	FY 19-20- FY 20-21- FY 21-22-	
16	Tender Fees Detail	DD No-	
17	EMD Submission Detail	DD No/BG No.-	
18	Name of the Authorized person (Copy of Power of Attorney to be Enclosed)		

Signature of the Bidder with official Seal

Date:

Place:

Financial Capacity of the Bidder

Ref: < Title of the RFP> published vide Advt. No _____/Date _____

Financial Capacity of the Bidder (Average Annual Turnover)

SI No	Financial Year	Annual Turnover in Lakhs
1.	2019-20	
2.	2020-21	
3.	2021-22	
Average Annual Turnover		

Financial Capacity of the Bidder(Net Worth)

SI No.	Financial Year	Net Worth In Lakhs	Profit after Tax
1.	2019-20		
2.	2020-21		
3.	2021-22		

Certificate from the Statutory Auditor

1. This is to certify that _____ (*name of the Applicant*) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm in the last 03 years is Rs. _____ (*In words*).
2. This is to certify that _____ (*name of the Applicant*) has the positive net worth/Profit after Tax as shown above against the respective 03 financial years, which is matching with the books of accounts and the Audited Statement of account.

Name of the audit firm: Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)
Membership Number

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Manufacturing/Supply Capacity

Ref : < Title of the RFP> published vide Advt. No _____/Date _____

< Title of the RFP> published vide Advt. No _____/Date _____

Sl No.	Name of the Month	Number of similar product Jute Bags/ Gunny bags Manufactured/Supplied
1		
2		
3		
4		
5		
6		
<i>Average Monthly Manufactured/Supplied in last six months of bidding</i>		

IMPORTANT:

This is to undertake that our firm/company is capable of manufacturing/supplying of required quantity of jute carry bags with the given specification, within the stipulated time period.

(Signature, name and designation of the authorized signatory)

Past Work Experience of the Bidder

Ref: < Title of the RFP> published vide Advt. No _____/Date _____

< Title of the RFP> published vide Advt. No _____/Date _____

Sl No	Name of the Indenting Authority (Government Agency/Department/PSU/ Reputed Private Entities)	Work Order Number/Date	Work Order Value/ Contract Value	Number of Jute Carry bags/ Jute Gunny bags supplied	Period of Contract	Page Number at which the Work Order Copy & Work Completion Certificate enclose in the Bid
1						
2						
3						
4						
5						

IMPORTANT:

The bidder should attach the relevant work order copies along with the work Completion certificates in proof of the information as given above. In case the bidder is continuing with a ongoing project, it must submit a certificate from the client for the number of Jute Carry bags/Jute Gunny bags already supplied with the paid value for evaluation.

(Signature, name and designation of the authorized signatory)

Covering Letter For Financial Proposal
(In Bidder's official letter Head)

To

The Managing Director,
 Odisha State Civil Supplies Corporation Ltd.,
 C/2, Nayapalli, Bhubaneswar, PIN-751012.

Sub: Financial Proposal for < *Title of the RFP* > published vide Advt. No _____/Date _____

Dear Sir,

I/We, _____ enclose herewith our Financial Proposal for selections of our firm as Agency to carry out < Title of the RFP > published vide Advt. No _____/Date _____. Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. I agree that this offer shall remain valid for 90 (Ninety) days from the bid due date or such further period as may be mutually agreed upon.

I/We attach hereto the detailed commercial proposal breakup as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to Odisha State Civil Supplies Corporation Ltd., for a sum equivalent to make it @5% of the total price as quoted in our financial proposal of the Bid document for the due performance of the contract.

I/We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

I/We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Odisha State Civil Supplies Corporation Ltd., is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Odisha State Civil Supplies Corporation Ltd., as to any material fact. We declare that our Bid Price is for the entire scope of the work as specified in the RFP.

I/We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the Bid response without assigning any reason whatsoever.

I/We agree that our firm/company is capable of manufacturing/supplying of required quantity of jute carry bags with the given specification, within the stipulated time period.

It is hereby confirmed that I/We are entitled to act on behalf of our company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

Seal & Signature: _____

Full Name: _____

Designation: _____

FINANCIAL BID PROPOSAL FORMAT

Ref: < Title of the RFP> published vide Advt. No _____/Date _____

Product Name: Jute Carry Bag (1st Set & 2nd Set)

Specification of the Product: As per the Specification (1st Set & 2nd Set) given at Section-2 of RFP.

Particulars	Rate per Unit of Jute Carry Bag excluding GST	
	Rate per Unit of Jute Carry Bag(1 st Set) in 'INR'	Rate per Unit of Jute Carry Bag(2 nd Set) in 'INR'
Column. A	Column. B	Column. C
Rate per jute carry bag (machine printing with offset ink)- Rate per Jute Carry Bag F.O.R destination i.e. inclusive of all incidental and ancillary cost of Material, Labour, Labeling & Branding charges, Inspection, Transit insurance, Transportation cost, Loading & Unloading and other taxes & duties etc. covering the Specification, Scope of work and all terms & conditions detailed in the RFP.	Rate in Words _____ Rate in Figure _____	Rate in Words _____ Rate in Figure _____
Rate per jute carry bag (with Block Printing)- Rate per Jute Carry Bag F.O.R destination i.e. inclusive of all incidental and ancillary cost of Material, Labour, Labeling & Branding charges, Inspection, Transit insurance, Transportation cost, Loading & Unloading and other taxes & duties etc. covering the Specification, Scope of work and all terms & conditions detailed in the RFP.	Rate in Words _____ Rate in Figure _____	Rate in Words _____ Rate in Figure _____

Note:

- a) The rate as will be quoted at 'Column-B' (for 1st Set Jute Bag) & 'Column-C' (for 2nd Set Jute Bag) shall be the decision factor for selection of L1 bidder with L1 rate.
- b) The quoted rate to cover all incidental and ancillary cost pertaining to the scope of work and all other terms & conditions defined in this RFP.
- c) The rate to be quoted excluding GST. The rate of GST shall be mentioned separately and shall be paid extra by OSCSC Ltd.
- d) Bidder has to quote both **Rate per jute carry bag (machine printing with offset ink)** and **Rate per jute carry bag (with Block Printing)** separately at **Column B** and **Column C** in the table above.
- e) In case of any discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words would be considered as final price.
- f) Only fixed price financial bids indicating total price for all the deliverables and services specified in the RFP will be considered.
- g) TDS shall be deducted at appropriate percentages as per Income Tax Act/GST Act.
- h) Any conditional bid will not be accepted.
- i) Lowest bid among financial bid will win the bid.
- j) In case of a rate tie between two or more bidder, the bidder with higher technical score will be awarded the contract.

Authorized Seal & Signature of the Bidder

Form for self-declaration of not been Blacklisted

{To be submitted in the form of affidavit in Rs. 100/- Non-Judicial Stamp Paper (Notarized)}

To,

The Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2, Nayapalli, Bhubaneswar,
Odisha, Pin 751012

Ref: <Title of the RFP> published vide Advt. No _____/Date _____

Sub: Declaration of not been blacklisted in response to the RFP for <Title of the RFP>
published vide Advt. No _____/ Date _____

Dear Sir,

We the company/Firm, M/s _____, is hereby undertaking the followings:

1. That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years.
2. That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.

Also, it is to undertake herewith that in case it is found any such misrepresentation to the above mentioned fact, OSCSC shall have the right to cancel/reject the bid document submitted with respect to this RFP or disqualify the bid without further notice.

Place: _____, Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

Performance Bank Guarantee

PERFORMANCE SECURITY

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Ref : < Title of the RFP> published vide Advt. No _____/Date _____

Whereas, <name of the supplier and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to OSCSC (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>) Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to <Insert Expiry Date>

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

District-wise Supply of the Product

SL NO	DISTRICT	NUMBER OF STATE GODOWNS OF OSCSC LTD	TOTAL NFSA & SFSS FAMILIES	NUMBER OF NEW JUTE CARRY BAGS TO BE DELIVERED IN SHAPE OF CARTOON PACKING, EACH CARTOON CONTAINING 50 PIECES OF NEW JUTE CARRY BAGS			
				SIZE 50CMX40CMX28CM (IN NUMBERS)	IN NUMBER OF CARTOONS	SIZE 40CMX40CMX24CM (IN NUMBERS)	IN NUMBER OF CARTOONS
1	2	3	4	5	6	7	8
1	ANGUL	5	2,76,111	2,76,111	5,522	2,76,111	5,522
2	BALASORE	5	5,18,400	5,18,400	10,368	5,18,400	10,368
3	BARAGARH	8	3,59,232	3,59,232	7,185	3,59,232	7,185
4	BHADRAK	7	3,26,221	3,26,221	6,524	3,26,221	6,524
5	BOLANGIR	6	4,44,399	4,44,399	8,888	4,44,399	8,888
6	BOUDH	4	1,10,286	1,10,286	2,206	1,10,286	2,206
7	CUTTACK	8	5,05,907	5,05,907	10,118	5,05,907	10,118
8	DEOGARH	2	78,334	78,334	1,567	78,334	1,567
9	DHENKANAL	6	2,88,168	2,88,168	5,763	2,88,168	5,763
10	GAJAPATI	5	1,45,029	1,45,029	2,901	1,45,029	2,901
11	GANJAM	14	7,67,607	7,67,607	15,352	7,67,607	15,352
12	JAGATSINGHPUR	3	2,39,994	2,39,994	4,800	2,39,994	4,800
13	JAJPUR	3	4,17,146	4,17,146	8,343	4,17,146	8,343
14	JHARSUGUDA	3	1,15,556	1,15,556	2,311	1,15,556	2,311
15	KALAHANDI	7	4,10,192	4,10,192	8,204	4,10,192	8,204
16	KANDHAMAL	2	1,80,019	1,80,019	3,600	1,80,019	3,600
17	KENDRAPARA	4	3,21,153	3,21,153	6,423	3,21,153	6,423
18	KEONJHAR	4	4,19,461	4,19,461	8,389	4,19,461	8,389
19	KHORDHA	5	3,96,686	3,96,686	7,934	3,96,686	7,934
20	KORAPUT	9	3,69,569	3,69,569	7,391	3,69,569	7,391
21	MALKANGIRI	4	1,53,277	1,53,277	3,066	1,53,277	3,066
22	MAYURBHANJ	7	6,10,088	6,10,088	12,202	6,10,088	12,202
23	NAWARANGPUR	5	3,16,703	3,16,703	6,334	3,16,703	6,334
24	NAYAGARH	3	2,22,333	2,22,333	4,447	2,22,333	4,447
25	NUAPADA	3	1,74,392	1,74,392	3,488	1,74,392	3,488
26	PURI	5	3,67,244	3,67,244	7,345	3,67,244	7,345
27	RAYAGADA	5	2,52,959	2,52,959	5,059	2,52,959	5,059
28	SAMBALPUR	4	2,27,696	2,27,696	4,554	2,27,696	4,554
29	SONEPUR	5	1,52,432	1,52,432	3,049	1,52,432	3,049
30	SUNDERGARH	8	4,32,494	4,32,494	8,650	4,32,494	8,650
	STATE TOTAL	159	95,99,088	95,99,088	1,91,982	95,99,088	1,91,982

N.B. The above listed district-wise delivery quantity is indicative in nature and may increase or decrease if required.