



# ODISHA STATE BEVERAGES CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)  
2nd FLOOR, FORTUNE TOWERS, CHANDRASEKHARPUR,  
BHUBANESWAR-751023 (ODISHA)  
CIN:U51228OR000SGC006372

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File No. 3929/OSBC/ 486  
To

Date — 26-2-2024

Dr. Ashis Kumar Mohapatra  
Sr. Technical Director.  
National Informatics Centre (NIC)  
Sachivalaya Marg, Unit-IV  
Bhubaneswar- 755001. .

Sub : Uploading of Tender Documents in OSBC website.

Sir,

I am directed to enclose herewith the Tender documents for Notice inviting Tender for selection of Contractors for Loading & Unloading of Beverages stock at Depot of OSBC Ltd (Rayagada, Sonepur & Berhampur ) & request you to upload the same in OSBC Website on 27.02.2024 by 10.00 A.M. positively.

Yours faithfully,


  
General Manager (Admn) I/c

Encl : as above.

Memo No. ~~487~~ 486/OSBC/

Date : 26-2-2024

Copy forwarded to Manager (I T), OSBCL , Bhubaneswar. for information & necessary action & to ensure the Uploading the documents in OSBCL Website positively

  
General Manager (Admn) I/c



# **ODISHA STATE BEVERAGES CORPORATION LIMITED**

*(A Govt. of Odisha Undertaking)*

*Notice Inviting Tender*

*For*

**UNDERTAKING THE WORK OF  
LOADING & UNLOADING OF  
ALCOHOLIC BEVERAGES  
STOCK IN OSBC DEPOTS**

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**ODISHA STATE BEVERAGES CORPORATION LIMITED**  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
2<sup>nd</sup> FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,  
BHUBANESWAR-751023 (ODISHA)  
CIN: U51228OR2000SGC006372

**Notice Inviting Tender**

Sealed Tenders are invited from registered contractors holding valid licence as per Odisha Shops & Commercial Establishment Act, 1956, Contract Labour (Regulation & Abolition) Act, 1970 and registered under ESI Act, 1948, EPF Act, 1952 and GST Act, 2017 for carrying out Loading and Unloading of alcoholic beverages stock in the OSBC Ltd. depots at Berhampur, Rayagada, & Sonepur for a period of TWO years from the date of execution of Agreement under two bid system i.e. (i) Technical Bid & (ii) Financial Bid. The bid is invited on depot wise basis. For each depot, the bidder has to submit the bid separately.

The details of the bidding process are as follows:

Sl. No.	Bidding Schedule	Deadline
1.	Date of Issue	27.02.2024
2.	Pre-bid Conference	02.03.2024 at 11.30 AM
3.	Bid Due Date and Time	13.03.2024 by 5.00 PM

The tender document in detail can be downloaded from the website <https://osbc.co.in>.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

**General Manager (Admn.)**

## **SCHEDULE FOR THE TENDER**

Sl. No.	Bidding Schedule	Deadline	Depot
1.	Date of Issue	27.02.2024	For all 3 Depots
2.	Pre-bid Conference	02.03.2024 at 11.30 AM	For all 3 Depots
3.	Bid due Date & Time	13.03.2024 by 5.00 PM	For all 3 Depots
4.	Opening of Technical Bid	14.03.2024 at 11.30 AM	Berhampur, Rayagada, & Sonepur
	Scrutiny & finalization of Technical Bid	16.03.2024 at 11.30 AM	Berhampur, Rayagada, & Sonepur
5.	Opening of Financial Bid	To be informed to technically qualified bidders	Berhampur, Rayagada, & Sonepur
6.	Tender document cost (Non-refundable including GST)	INR 11,800/- (Rupees Eleven thousand eight hundred only) payable by way of Demand Draft drawn in favour of OSBC Ltd.	For each Depot
7.	EMD	INR Rs.2,00,000/- (Rupees Two Lakh only) payable by way of Demand Draft drawn in favour of OSBC Ltd.	For each Depot

## **Scope of work**

The Contractor shall have the responsibility for unloading of the stocks of the respective suppliers/manufacturers in the depot of OSBC Ltd. and stacking/re-stacking the same in the depot premises as per the instructions of the Branch Manager of the Depot or his Authorized Officer. The Contractor also shall have the responsibility for Loading of stocks of the respective retailers as per the instruction of the Branch Manager of the depot or his Authorized Officer.

### **2. Rate of Loading & Unloading**

The rate of Unloading including (stacking & restacking) in the depot premises shall be paid by respective manufacturers/suppliers and the rate of loading shall be paid by respective retailers at the depot point to the contractor immediately after completion of Loading / unloading of respective stocks in the Depot, which are as follows:

- I. IMFL - Rs.2.50.per case (for Loading/unloading charges)
- II. Beer - Rs.2.00 per case (for Loading/unloading charges)
- III. Country Liquor-
  - a. Unloading charges to be paid by Aska Cooperative Sugar Industries Ltd.- Rs.1.50 paisa per case and Loading charges to be paid by the retailers - Rs.1.50 paisa per case
  - b. Unloading charges to be paid by M/s.Umeri Distillery (P) Ltd-. Rs.2.00 per case

Loading charges to be paid by the retailers .... Rs.2.00 per case

NB: In the event, during the currency of the agreement, if any new supplier in respect of Country Liquor undertakes to supply then the Loading and unloading charges in its brand shall be finalized on the basis of the decision of OSBC Ltd. & the same will be communicated and binding on the contractor as well as concerned manufacturer/ supplier and also on the retailers.

### Eligibility criteria :

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1.	<p>The bidder can either be a proprietorship concern or registered under anyone of the appropriate authority, such as,</p> <ol style="list-style-type: none"> <li>Registered Under the Companies Act, 1956/2013.</li> <li>Registered under the Indian Partnership Act 1932.</li> <li>Registered under the Indian Trusts Act, 1882.</li> <li>Registered under the Societies Registration Act, 1860.</li> <li>Registered under the Limited Liability Partnership Act, 2008.</li> </ol>	Certificate of Incorporation/Registration/Any valid legal document in support of formation of the entity.
2.	<p>The bidder must have minimum 3 years' experience in Loading, Unloading and Stacking provided to Central/State Govt./PSUs/Public Ltd. and Private Ltd. companies which must have average gross Annual Turnover of minimum Rs.5 Crore for last three Financial years i.e. 2020-21, 2021-22 &amp; 2022-23. In case, the bidder is a Joint Venture, the experience of one of its constituent member shall be counted towards the experience of the JV. The bidders having experience in Loading &amp; Unloading (including stacking) of beverages/fragile or similar item shall be given preference.</p>	<p>Copies of the work order from the previous Organization with their Email id and Telephone/Mobile number along with completion certificate issued by the said Organization. In case of continuation of the work, the bidder must submit copy of the work order along with the certificate of the Employer in this regard.</p>
3.	<p>The Registered Office or Branch Office must be located within the State of Odisha.</p>	<p>Valid address proof with Email id &amp; Telephone/Mobile number of the office (Copy of the Electricity Bill). In case of rented house, copy of Agreement with House Owner must be attached with Mobile Number of the House</p>

		Owner.
4.	Must have average annual financial turnover of <b>Rs.2,00,00,000/-</b> (Rupees Two Crore) during the last three financial years preceding due date. In case of JV, the turnover of constituent members shall be calculated towards the Annual Turnover of JV.	Copies of audited Balance sheet for the last 3 Financial Years (2020-21, 2021-22 & 2022-23) along with certificate of Chartered Accountant certifying its annual turnover must be submitted.
5.	Must have its own bank account in any scheduled bank.	Copies of the pass book and transaction statement for last 6 months.
6.	The agency should not have been blacklisted by any Central/State government or any other public sector undertaking or a corporation as on the date of this Tender and must not have any pending judicial proceedings for any criminal offence against the Proprietor/ Partner /Director of the bidder as on date of Tender.	An undertaking to that effect to be furnished by the bidder in form of an Affidavit as per the format at Annexure-V
7.	Bidder should be registered under the Income Tax Act, GST Act and also registered under the labour laws, such as Odisha shops & Commercial Establishment Act-1956, Contract Labour (R & A) Act, 1970, EPF (MP) Act, 1952 & ESI Act, 1948.	<p>Copies of PAN, GSTIN, IT Returns for the last 3 financial years.</p> <p>Valid License under the Labour Laws as mentioned in this column.</p>
8.	The bidder or its relations or partners are not holding retailer's licence for sale of liquor in the State of Odisha nor they have any direct or indirect involvement in the supply of liquor in the State of Odisha and they do not have any family member or relation working in the Excise Department, Govt. of Odisha or OSBC Ltd.	Affidavit has to be submitted by the Proprietor/Managing Partner/ Managing Director of the company as the case may be as per the format given in <b>Annexure-VI.</b>

## **Instruction to Bidders**

1. The tender documents shall be available on the OSBC website and there shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above website and may be downloaded by them free of cost. However, the Tender Document Cost shall have to be paid at the time of bid submission.
2. There shall be a **pre-bid conference to be held on 02.03.2024 at 11.30 AM** in the Head Office of OSBC Ltd. in which prospective bidders or their authorized representatives may attend to clarify about their queries. If any, on the Tender Conditions and the procedure of filing of bidding documents. It is made clear that no query of any nature what-so-ever shall be entertained by OSBC Ltd. after the Pre-Bid conference is over.
3. The bids are to be submitted in two sealed covers, consisting of: (i) **Technical Bid** and (ii) **Price Bid**. The **Technical Bid** must be submitted in a sealed enveloped superscribing ' **Technical bid for - \_\_\_\_\_ Depot of OSBC for Loading & Unloading** ' & the **Price Bid** must be submitted in a sealed envelope superscribing ' **Price bid for \_\_\_\_\_ Depot of OSBC for Loading & Unloading** ' Both the Technical Bid and the Price Bid have to be submitted in one sealed cover superscribing "**Tender for Loading & unloading**" in **OSBC..... Depot.**
4. The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney/ Board Resolution authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. Each page of all documents submitted as part of the Technical Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
5. **Tender Cost** -The Bidder shall submit a non-refundable amount towards "Tender Document Cost "of INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of GST @18% as part of its Technical Bid by way of Demand Draft drawn in favour of Odisha State Beverages Corporation Ltd. in any scheduled Bank.
6. **Earnest Money Deposit (EMD)**- Bidders as part of their Technical Bid shall have to submit an Earnest Money Deposit of INR 2,00,000/- (Rupees Two Lakhs Only) by way of a Demand Draft payable to Odisha State Beverages Corporation Ltd. drawn in any Scheduled Bank.
7. **Return of EMD**- The EMD of the technically disqualified Bidders shall be returned

after selection of technically qualified Bidders. The EMD of other technically successful Bidders shall be returned after signing of the Agreement with the Successful Bidder. **The EMD amount shall be returned without any interest.**

It is made clear that since the Bid has been invited in respect of Excisable items of alcoholic beverages stock, hence there will be no waiver of cost of the Tender document or EMD amount unless specifically granted by the Government of Odisha covering the said item.

The EMD of the selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security and executing the agreement.

#### **8. Forfeiture of EMD:**

- i) If any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Selected Bidder fails to acknowledge and return to OSBC a signed copy of the LOI or execute Agreement within the timeframe allowed by OSBC including submission of Performance Security.
- iii) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period.
- iv) If the Bidder has otherwise committed any breach of the terms of this NIT;
- v) in case the Technical Bid of a Bidder contains any information on the Price Bid of the Bidder;
- vi) In case of cancellation of the tender by OSBC before bid opening date and time, the EMD shall be refunded to respective Bidders without interest.

#### **9. Bid validity period:**

The bid shall initially remain valid and binding on the Bidder for at least 90 (Ninety) days from the Bid Due Date, as given in the Notice Inviting Tender. Any bid with a shorter validity period shall be rejected by OSBC. Under exceptional circumstances, OSBC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OSBC to extend its bid validity period, the EMD of such Bidder will be returned to the

Bidder. However, such bids will not be evaluated further.

10. **Acknowledgement by the Bidder :** It shall be deemed that by submitting its bid, the Bidder has:
- i) Made a complete and careful examination of the tender documents, including the General Conditions of Contract.
  - ii) Received all relevant information requested from OSBC;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OSBC relating to any of the matters related to this tender or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the exact conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OSBC) and performance of all of its obligations thereunder;
  - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OSBC;
  - vi) agreed to be bound by the undertakings provided by it under and in terms; and OSBC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OSBC.
11. **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the NIT, OSBC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further OSBC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OSBC's action. Decision of OSBC shall be final and binding in this regard. OSBC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified or there is any change in the policy of the Govt. in relation to the subject matter of the tender.
12. **Bid to be submitted by Bidders:** The bid to be submitted by Bidders shall consist of the Technical Bid and the Price Bid.

- i) **Technical Bid:** Bidders shall have to submit their Technical Bid as per the Format of the Technical Bid vide Annexure-II. The Technical Bid should consist of clear copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder. The Technical Bid shall consist of the documents Supporting Eligibility Criteria and the documents and information as required in the Technical Bid Format in **Annexure-II**.
- ii) **Price Bid:** The Price Bid shall be submitted as per the Price bid format in **Annexure-IV** along with the covering letter at Annexure-III.

While submitting the Price Bid, the Bidder has to quote the monthly premium which shall be paid to OSBC Ltd. The Price shall be quoted both in figure and words and in case of discrepancy, the rate quoted in word shall prevail.

The selected bidder has to pay **@Rs 1.25/-** per case to the labourers towards loading & unloading, which shall cover minimum wages under the notifications issued by the Govt of Odisha in Labour & ESI Department from time to time and other applicable dues(except EPF & ESI). The EPF & ESI dues (from both side i.e. labourer's part & Contractor's part) shall be deposited by the Contractor. The said amount shall be borne by the Contractor. **Taking the same in to account, the monthly premium shall be quoted by the Bidder.**

- N.B:**
- i) If any Depot is closed during this contract period and shifted to some other location, then the selected Contractor for the said Depot shall take up loading & unloading work in the new location.
  - ii) In the event of retagging of retailers among the Depots due to change of location or other reasons, for which volume of supply & sale is effected, then the Monthly Premium for the said Depot as will be decided in this Tender, may be revised accordingly at that time on receipt of request, wherein, decision of OSBC Ltd. shall be final & binding.
  - iii) In case of failure, the said Contractor shall be allowed to continue maximum for two months, after which the contract period of the said Contractor shall be cancelled and within that period new Contractor shall be engaged by inviting fresh Tender.
  - iv) In the event, a single Depot is bifurcated to two Depots, in the same locations, the Contractor shall have to carry out the work of loading & unloading in the said bifurcated Depots on the similar terms & conditions. In the event, the Contractor refuses to carry out the said work in the bifurcated Depots, the Agreement with the Contractor shall be cancelled and the Performance Security of the Contractor shall be forfeited and OSBC Ltd. shall go for fresh Tender in respect of said Depots.

## **Material deviation:**

Material deviations in the bids received shall include, inter alia, the following:

- i. The Technical Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii. The Technical Bid is not accompanied by all the documents required to be submitted in terms of this tender document including the Tender cost and EMD unless specifically exempted by the Govt. of Odisha covering Excisable items.
- iii. It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv. The Technical Bid or Price Bid submitted by the Bidder is conditional or qualified.
- v. The bid submitted by the Bidder is not valid for the minimum bid validity period, as mentioned in this tender document.
- vi. It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

**13. Opening & Evaluation of Technical Bids:** The Technical Bids shall be opened as per the schedule indicated in Page No.4.

- i. The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents including the Tender Cost & EMD have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Technical Bid is one that confirms to all the terms, conditions and specifications of the tender documents without any material deviations, objections, conditionality or reservations.
- ii. A Technical Bid which is not substantially responsive, may be rejected by OSBCL and may not subsequently be made responsive by the Bidder by correction of the material deviations.

- iii. The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfill the eligibility and other requirements of the tender, such as submission of all the requisite documents including Tender cost & EMD. The bidders who meets the eligibility criteria and has submitted all the documents as per the tender conditions and the Format, shall be declared to be successful in Technical bid after evaluation.

The bid evaluation shall be done in two parts with following weightage;

- Technical Evaluation – shall carry 50% of overall evaluation
- Financial Evaluation – shall carry 50% of overall evaluation

### **Technical Score**

The technical evaluation of the bids shall be carried out by the committee on the basis of submitted documents and creative presentation. The bidders are expected to prepare a creative presentation incorporating the fields mentioned in the below table. Technical Evaluation shall be carried out based on the following;

Sl. No.	Particulars	Documents to be submitted/Instructions	Maximum Marks
1	The bidders having experience of Loading & unloading of beverages or fragile item/other similar item and their stacking provided to Central/State Government/PSUs/Public Limited Companies and Private Limited Companies for last three calendar years i.e. 1st January, 2021 to 31st December, 2023. In case, the bidder is a Joint Venture, the experience of one of its constituent member shall be counted towards the experience of the JV	Work order/Project Completion certificate 1-2 WO's (10 marks) More than 2 upto 5 WO's (20 marks) More than 5 WO's (30 marks)	30
2	Years of experience in loading & unloading provided to Central/State Government/PSUs/Public Limited Companies and Private Limited Companies for last three calendar years i.e. 1st January, 2021 to 31st December, 2023	At least 3 years: 5 Marks More than 3 years upto 5 years : 10 Marks More than 5 years: 20 Marks	20

3	Annual Turnover	Upto Rs. 2 Crores: 5 marks More than Rs. 2 Crores upto Rs.5 Crores: 10 marks More than Rs. 5 Crores: 20 marks	20
4	Understanding of scope of services - (operational plan with timelines)	Presentation on elaborated workplan in accordance to the activities planned for the execution	30
	Total		100

Note: Bidder scoring more than 75 marks shall be eligible for financial bid opening.

#### 14. Opening & Evaluation of Price Bids:

- i. The price bid of the bidders who are declared to be successful in Technical bid shall be opened on the date and time mentioned in the schedule of the Tender.
- ii. The Price Bids shall be opened and evaluated in second stage, where marks shall be assigned to the competing bidders according to the following;
  - a) H1 shall be given Maximum Marks (i.e. 100 Marks). Bidder quoting the highest financial proposal is H1.
  - b) Other bidders shall be assigned marks in comparison to the H1 as per to the following formula;  

$$\text{Financial Score} = (\text{Bid Under Consideration} / \text{Highest Bid}) \times 100$$

#### Final Score

The final score shall be calculated as per the following formula;

$$\text{Final Score} = \text{Technical Score} \times 0.5 + \text{Financial Score} \times 0.5$$

- i. The LOI shall be issued in favour of the said highest score bidder, who shall have to acknowledge and accept the LOI by intimating OSBC Ltd. within next 3 days of issue of LOI. The said highest score Bidder shall also submit Performance Security in shape of Bank Guarantee as mentioned at Serial No. 17 below within 3(three) days of submission of acceptance letter. The Agreement shall be executed within 3(three) days of submission of Bank Guarantee. Failure to comply with any step within the time as mentioned above, LOI shall be cancelled and EMD of the said highest score Bidder shall be forfeited by OSBC Ltd. In case of completion of above and execution of agreement by the said highest score Bidder, the EMD shall be returned without interest.

- ii. If the said highest score Bidder fails to comply as mentioned above, in such event next lowest score bidder in descending order shall be called upon to match the highest score price and on accepting the same, LOI will be issued in favour of the said Bidder followed by submission of Performance Security and execution of Agreement within 3(three) days of issue of LOI. If the said Bidder fails to comply within the stipulated time, the LOI issued in its favour shall be cancelled and EMD of the said Bidder shall be returned without interest.
- iii. In the event of failure of next lowest score Bidders in a particular Depot to match the highest score price, then the other Technically Qualified Bidders of other Depots shall be called upon to match the highest score bidding amount of the said Depot. In the event, no body agrees to match the highest score price of the said Depot, then all Technically Qualified Bidders of all Depots shall be allowed to offer their price for monthly Premium in the spot in sealed envelope and the Bidder offering Highest Price shall be declared as highest score Bidder of that Depot.
- iv. In the event, there is single Tender in respect of any Depot and it is qualified Technically, the Price Bid of the said single Bidder shall not be opened. In that event, the said single Tenderer along with other technically qualified bidders in respect of other Depots shall be called upon to offer their price in sealed envelopes and whoever quotes the highest monthly premium shall be declared to be the selected bidder. In such case, EMD of single Tenderer along with others shall be refunded without interest.
- v. In the event, there is no bidder in respect of any depot or the single Tender of a particular Depot is disqualified Technically, then other Technically Qualified Bidders of other Depots shall be called upon to offer their price in sealed envelopes and whoever quotes the highest monthly premium, shall be declared to be the selected bidder. In such case, EMD shall be refunded without interest.
- vi. In the event, no Bidder is selected in respect of any Depot as per the above procedure, Tender process in respect of that Depot shall be cancelled and OSBC Ltd reserves the right to go for fresh Tender in respect of the said Depot.
16. **Tie-Bidders:** In the event, 2 (two) or more technically qualified Bidders have submitted the identical Price Bids in respect of a Depot, the Bidder having higher annual turnover shall be given precedence.
17. **Bank Guarantee:** The successful bidder has to submit Performance Security Deposit in the form of irrevocable Bank Guarantee in favour of OSBC Ltd. from any scheduled bank at Bhubaneswar in prescribed format of OSBC Ltd.

attached with this Tender in Annexure-VII having validity period of another six months beyond completion of the contract period within the stipulated time as per the following;

Sl. No.	Name of the Depot	Amount of Bank Guarantee
1.	Berhampur	Rs. 25 lakhs
2.	Rayagada	Rs. 25 lakhs
3.	Sonepur	Rs. 20 lakhs

**18. Signing of Agreement:**

Within 3 (Three) days of submission of the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the EMD shall be forfeited.

**19. Volume of work:**

No definite volume of work to be performed can be guaranteed during the currency of the Contract. However, for general information, the volume of work performed during the last three financial years in 5 (Five) Depots is described in Annexure-VII of the Tender Document. The particulars given in the said Annexure are intended merely to give the tenderers an idea of the approximate quantum of work, so as to keep in mind for making their own assessment for engaging such number of labourers to carry out the work with efficiency as per the contract conditions and to quote the monthly premium. It should be clearly understood that no guarantee is given to ensure the same volume of work in the contracting years which is subject to variation due to various reasons including the market conditions, supply and demand, change in Govt. policy, outbreak of pandemics and natural calamities etc.

## **GENERAL CONDITIONS OF CONTRACT**

1. The alcoholic beverage stock being highly fragile & inflammable in nature, the Contractor shall carry out the work of Loading & unloading by engaging competent and adequate numbers of labourers for ensuring efficient handling of the beverage stock and timely Loading & unloading of the stock into the vehicle and out of the vehicle and stacking/re-stacking of the stock in the depot without any breakage/damage/loss and to act with all due diligence and in most businesslike manner to the satisfaction of the authorities of OSBCL. The Contractor shall be responsible for the good conduct & punctuality of their labourers and shall compensate OSBC Ltd. for breakage, shortage & loss arising from negligence, carelessness, misconduct or mischievous activities of the labourers. The Branch Manager shall have the right to ask for the removal of any labourer(s), who in his opinion is hampering the smooth & timely execution of the work.
2. The Contractor shall nominate his person to monitor & supervise the work on day-to-day basis who shall act on behalf of the contractor and shall intimate the same to the Branch Manager of the Depot. The said representative(s) of the Contractor shall receive instructions from the Branch Manager or his authorized Officer whenever any vehicle/container arrives in the Depot for Loading or unloading as the case may be and the said representative(s) shall engage the labourers as shall be required for carrying out the work of Loading or unloading efficiently and stacking the stock in such place as per the direction of the Branch Manager/his authorized officer to their satisfaction.
3. The contractor shall take adequate steps and precautions to avoid damage, breakage, shortages or loss to the beverage stock during stacking/restacking, Loading & unloading of trucks/ containers/ vehicles of the Retailers or the Suppliers and Manufacturers.
4. The Contractor shall make payment to the labourers which should be not less than @ Re 1.25 per Case per Day which shall include payment of applicable wages to the labourers as per the rate of minimum wages notified by Govt. of Odisha from time to time by the Labour & ESI Department, along with other statutory payments. In addition to this the Contractor shall deposit the applicable EPF @ 25% i.e. (12% labourer's share + 13% Contractor's share) and also deposit ESI @ 4% i.e. (0.75% labourer's share + 3.25% Contractor's share) at present or as per the change of rate/rule from time to time. The Contractor shall maintain all the registers and records as per the Contract Labour (R & A) Act, 1970, Minimum Wages Act 1948 and other existing laws and the Rules made thereunder. The Contractor is required to act in terms of the Contract Labour (R & A) Act, 1970 and maintain all the procedure while making disbursement of the wages to the labourers deployed by him. The Contractor shall make payment of the wages through Account transfer/ NEFT/ RTGS and the

wage register has to be counter-signed by the Branch Manager of the depot or his authorized officer.

5. The Contractor has to comply all the statutory provisions like deposit of EPF, ESI and other benefits if any, in favour of the each deployed labourer for the Loading & unloading work in the depot through online transfer. OSBC Ltd. will be in no way responsible for such non-compliance of above payment/ deposit by the selected Contractor during the term of agreement with OSBC Ltd. or any liability which may arise after the expiry of the agreement. In case of liability arising on account of non-payment of wages or non-deposit of EPF & ESI and any other liability, the said amount will be adjusted from the security deposit of the Contractor and if any amount still is required to be adjusted then legal action as deemed proper will be taken against the said Contractor.
6. The Contractor shall submit a declaration by way of Affidavit in the first week of every month to the Head Office of OSBC Ltd. indicating compliance of payment of wages to the labourers and deposit of EPF & ESI dues in their favour for the preceding month.
7. The Contractor shall be fully responsible for complying in every month to the stipulations required under the laws of Income Tax, if required. OSBC Ltd. will not be held liable and responsible for any non-compliance thereof by the Contractor.
8. The selected Contractor shall have the sole responsibility for safety & security of the deployed labourers during Loading/unloading/stacking/ re-stacking of beverages stock in the depot. In case of death or disability of any labourer during such Loading/unloading/ stacking/re-stacking of beverages stock in the depot premises, the Contractor shall have the sole responsibility and liability for such situation within the contract period and also for any subsequent liability arising on account of the same relating to his contract period in OSBC Ltd.
9. The Contractor shall undertake the work in absolute disciplined, transparent, honest, & peaceful manner in the depot premises and shall provide such number of labourers as and when required for the smooth Loading & unloading work in the depot.
10. The Contractor shall provide Identity Card on his behalf to the labourers deployed by him and the said labourers will only be allowed to enter into the depot premises on production of such Identity Card at the entry point. On such Identity Card, the name & logo of OSBC Ltd. shall not be used by the Contractor.
11. The Contractor will make proper insurance in favour of the labourers engaged by him for Loading & unloading work in the depot. He will make coverage of Group Personal Accident Insurance Policy under Employees Compensation Act, 1923 of every labourer for Loading and unloading work in the depot for getting compensation in case of death or disability during time of the work.

12. The Contractor shall be responsible and liable for any loss of breakage & shortage of stock of the Corporation by act of omission or negligence whatsoever occurred by himself or by any Loading & unloading labourer, agent, representative or employee engaged by the Contractor.
13. The Contractor shall be fully responsible for compliance of all applicable labour/social laws, environmental and pollution norms including the rules, regulations, notifications, orders, and schemes framed under such acts from time to time by Government. In the event any liability arises on OSBC Ltd on account of non-compliance/breach of any statutory enactments/ Govt. Notifications including Contract Labor(R&A) Act, 1970 by the Contractor, the Agreement shall be cancelled and liability arising out of such non-compliance/breach shall be recovered from the performance security deposit of the Contractor.
14. The contractor has to comply with all the provisions with regard to providing safety shoes, safety gloves, drinking water, first aid facilities etc. as contained in the Contract Labour (R & A) Act, 1970 and other applicable laws as amended from time to time.
15. The contractor has to maintain all the registers as required under the Contract Labour (R & A) Act, 1970 and other laws as shall be applicable to this contract and shall produce the same before the statutory authorities/ OSBC Ltd. authorities as and when the same shall be required.
16. In case of breakage of bottles of IMFL/ Beer/ Country Liquor in the depot during the time of Loading /unloading /stacking/ restacking or due to intentional mischief by the Loading & unloading labourers or by the engaged employees of the Contractor, the cost of the said stock/bottles shall be recovered from the Contractor. The Branch Manager of the depot shall ascertain the value of the said stock/bottles and will collect the same from the Contractor in OSBC Ltd. money receipt. In case of failure, the contract shall be terminated and the amount so determined shall be recovered/ adjusted from the Security Deposit of the Contractor and if any amount is still pending then legal action as deemed proper shall be initiated against the Contractor. The decision of the Managing Director, OSBC Ltd. regarding such loss or damage shall be final and binding on the contractor.
17. The Contractor shall keep the list of the labourers deployed by him in the depot of OSBC Ltd. for Loading & unloading purpose with proper address and contact numbers, copy of Aadhar card/Voter I-Card with their signature and will provide this information to the statutory authorities as & when required and also submit the same on his signature to the Branch Manager of the depot for record and reference.
18. The labourers engaged by the Contractor shall be the employees of the Contractor

and there shall be no employer-employee relationship between OSBC Ltd. and the said labourers and they shall have no right for claiming for absorption/regularization in OSBC Ltd. during or after the contract period of the Contractor in OSBC Ltd.

19. If the Corporation finds at any stage, any document or information submitted by the contractor to be false or suppressed or any adverse antecedent against the contractor before or after finalization of the Tender, the Corporation reserves the right to cancel the agreement forfeit his security deposit and to black list the said Contractor from participating in any future tender of OSBC Ltd.
20. In case of any dispute or difference which may occur at any time between the parties hereto, touching or arising out of or in respect of this agreement or the subject matter thereof, such dispute or differences shall be referred to the Arbitration of any person nominated by the Principal Secretary to Govt. of Odisha, Excise Department and the decision of such Arbitrator shall be final and binding on both parties. The arbitration will take place as per the provisions of Arbitration and Conciliation Act, 1996.
21. The Contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities within its contract period in OSBC Ltd. to any other individual, agency or organization by whatever name be called.
22. In the event, any dispute arises regarding interpretation of the terms and conditions of this agreement, the same shall be clarified by way of mutual discussion between both the parties wherein the decision of the Managing Director of OSBC Ltd. shall be final and binding.
23. In the event of breach of the terms & conditions of the agreement committed by the Contractor, the agreement shall be terminated by OSBC Ltd and any loss arising out of such breach shall be recovered from the security deposit of the contractor and the decision of the Managing Director of OSBC Ltd. in this regard shall be final and binding on the contractor.
24. The Courts at Bhubaneswar shall have the exclusive jurisdiction to deal with any dispute arising under or out of this agreement.
25. In addition to the above terms, OSBC Ltd reserves its right to add further such terms & conditions as shall be felt necessary at the time of execution of the agreement.
26. In addition to the above, the Instructions to Bidders and the conditions mentioned in the Tender Document shall also be treated as a part of the agreement.

ANNEXURE - I

TECHNICAL BID  
COVERING LETTER  
(BIDDER LETTER HEAD)

Bhubaneswar  
Date.

To

The General Manager (Admn.),  
OSBC Ltd.,  
2<sup>nd</sup> Floor, Fortune Tower,  
Chandrasekharapur,  
Bhubaneswar.

**Sub:** Tender for undertaking loading & unloading of alcoholic beverages stock at .....  
Depot of OSBC Ltd.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process for undertaking loading & unloading of alcoholic beverages stock at ..... Depot of OSBC Ltd in accordance with your Tender Notice Dated 27.02.2024, I/We are hereby submitting our Technical Proposal in sealed envelope.

I / We hereby declare that all the information and statements provided in the technical proposal are true and correct and I / We accept that any misinformation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** from the last date of submission of the Tender and I / We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I / We hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Bid document. In case any provision of this tender are found violated, then your office shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

*Authorized Signatory  
with Date and Seal*

Name and Designation: \_\_\_\_\_  
Address of the Bidder: \_\_\_\_\_

TECHNICAL BIDAPPLICATION FOR TENDER TO UNDERTAKE LOADING AND UNLOADING WORK OF ALCOHOLIC BEVERAGES STOCK AT ----- DEPOT OF OSBC LTD.

1. Name & present address of the bidder: (Mention Mobile No.& email ID) (In case of rented house, copy of the agreement with the house owner to be attached and contact number with email ID of the house owner to be furnished)	
2. Status (Proprietorship/ Partnership/ Company etc.) (Attach self-attested copy of Regd. Certificate)	
3. In case of Partnership/Company please mention name, present as well as permanent address along with mobile no. and email ID of other partners/directors (Attach separate sheet if space is not sufficient)	
4. Permanent address of the bidder with Phone number	
5. Demand Draft for cost of the tender i.e. Rs.10,000/- + Rs.1800/- i.e. 18% GST	D.D.No. _____ date _____, Rs. _____ drawn on Bank _____
6. Details of Earnest Money Deposit:	DD No. _____ date _____, Rs. _____ drawn on Bank _____
7. PAN No. of the Proprietor/ Partnership firm/ Company (Attach self-attested copy) along with Aadhar Card	
8. Valid License/Registration number under Contract Labour (Regulation & Abolition) Act, 1970 (Attach self-attested copy)	
9. Valid license under Odisha shops & commercial establishment Act, 1956. (Attach self-attested copy)	
9. GST Registration No. (Attach self-attested copy)	
10. E.P.F. Registration No. (Attach self-attested copy)	

11. E.S.I. Registration No. (Attach self-attested copy)	
12. Names of the Public Sector /Government Organization/ Govt. Autonomous Bodies/ Semi-Govt. and Private Ltd. Companies in which Loading & unloading works have been undertaken by the bidder during last three calendar years. (Attach supporting documents)	
13. Income Tax Return (Attach copy of three financial years)	2020-21 2021-22 2022-23
14. Audited Balance Sheet along with certificate of Chartered Accountant for three Financial Years as indicated. (Attach supporting documents)	Annual Turn Over in Rs. 2020-21 2021-22 2022-23
15. Copy of the Bank Pass Book containing the transaction for last six months.	
16. Undertaking in form of an Affidavit as per Annexure- V	
17. Affidavit of Declaration as per ANNEXURE-VI	

I/ we undertake to abide by the terms & conditions of the tender documents, if selected by OSBC Ltd. for Loading & unloading of Beverages stock in ----- depot of OSBC Ltd.

Signature of the Bidder

Date-

Name –

Place-

Seal –

FINANCIAL BID

**COVERING LETTER  
(BIDDER LETTER HEAD)**

*Bhubaneswar  
Date*

To

The General Manager (Admn.),  
OSBC Ltd.,  
2<sup>nd</sup> Floor, Fortune Tower,  
Chandrasekharpur,  
Bhubaneswar.

**Sub:** Tender for undertaking loading & unloading of alcoholic beverages stock at .....  
Depot of OSBC Ltd.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process for undertaking loading & unloading of alcoholic beverages stock at ..... Depot of OSBC Ltd in accordance with your Tender Notice Dated 27.02.2024. Our financial price is attached here with for the proposed service. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us up to expiry of the validity period of the proposal of **90 days** from last date of submission of Tender. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.  
I remain,

Yours faithfully,

**Authorized Signatory**  
**[In full and initials]**

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

**Place:**

FINANCIAL BID

TENDER TO UNDERTAKE LOADING AND UNLOADING WORK OF  
ALCOHOLIC BEVERAGES STOCK AT ----- DEPOT OF  
OSBC LTD.

Name of the Depot:

Name of tendering Bidder:

(in Rs.)

Monthly premium amount	
------------------------	--

(Please mention the name of the depot for which you have quoted)

Signature of Bidder

Full Name:

Seal:

Date:  
Place:

**UNDERTAKING**

**ANNEXURE-V**

**(To be submitted by way of an Affidavit)**

I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
\_\_\_\_\_ Proprietor/Director/ authorized signatory  
(proof of authorized signatory to be submitted) of the Contractor  
M/s. \_\_\_\_\_, do hereby solemnly affirm and state as follows:

1. That, I am competent and duly authorized to swear this Affidavit
2. That, I am competent to make this declaration and execute the tender documents.
3. That, I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
4. That, the information/documents furnished in the Technical Bid Application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/work order at any stage/ forfeiture of any EMD/Security deposit besides liabilities towards prosecution under the appropriate law.
- 5.. That, I/We am/are not convicted by any Court of Law and no criminal/legal proceeding(s) is/are pending against me/us in any court of law.
6. That, I/We am/are not of unsound mind and not declared insolvent & also not blacklisted by any Govt. or Semi-Govt. Organisation under the State & Central Govt. or by any private undertakings for any work undertaken by me/us earlier as on date of submission of the Tender.
7. That, I/We undertake to withdraw myself/ourselves along with all the labourers, Supervisor & Manager engaged by me/us during my/our term in OSBC Depot at \_\_\_\_\_ as contractor for Loading, unloading & stacking of beverages stock after expiry of the term of engagement in OSBC Ltd. in \_\_\_\_\_ depot.
8. That, the facts stated above are true to the best of my knowledge & belief.

(DEPONENT)

Signature of the Bidder

Full Name:

Seal:

Date :

ANNEXURE-VI

BEFORE THE EXECUTIVE MAGISTRATE, BHUBANESWAR

AFFIDAVIT

I, \_\_\_\_\_, aged about \_\_\_\_\_ years, S/o-\_\_\_\_\_,  
Proprietor/Director/authorized signatory of M/s.\_\_\_\_\_ (proof of  
authorized signatory to be submitted) of the bidder M/s.\_\_\_\_\_ residing  
\_\_\_\_\_ do hereby solemnly affirm and state as follows:

1. That I am competent and duly authorized to swear this Affidavit.
2. That I am competent to make this declaration and execute the tender documents.
3. That I declare that neither I nor the Partners/Directors of the bidder concerned Company/Firm or our relations are holding a licence for retail sale of alcoholic beverages stock in the State of Odisha and we are not also involved in supply of alcoholic beverages stock either directly or indirectly in the State of Odisha.
4. That I further declare that my/our family members/relations are not working in OSBC Ltd. or in the Excise Deptt. under the State Government.
5. That the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate  
(Enrl. No.)

DEPONENT

Certificate

Certified that the above named deponent being identified by \_\_\_\_\_,  
Advocate appears before me and states on oath that the contents of this Affidavit are true  
to the best of his knowledge and belief.

Bhubaneswar  
Dt.

Executive Magistrate, Bhubaneswar

FORMAT FOR BANK GUARANTEE

This Bank Guarantee is executed on this [.] day of [.] at [.]

**BY**

[.] {Name of the PSU Bank} having office at Bhubaneswar {hereinafter referred to as the "BANK", which expression shall unless repugnant to the context thereof, be demanded to include its successors-in-interest and permitted assigns}.

**IN FAVOUR OF**

**Odisha State Beverages Corporation Limited**, a company incorporated under the Companies Act, 1956, with its registered office at 2<sup>nd</sup> Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar- 751023 hereinafter referred to as "OSBC", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

**WHEREAS**

A. ...., a company incorporated under the Companies Act, 1956/2013 having its registered office at.....or a Partnership Firm or ..... (hereinafter referred to as "**Contractor**") shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns has been awarded a Contract by OSBC for providing manpower in security related works of OSBC Ltd..

B. In terms of Contract, the Contractor is required to furnish the Bank Guarantee to OSBC in the form of an unconditional, irrevocable, on demand Bank Guarantee valid for a period up to six months after the period of contract is over i.e from **01.04.2024 to 30.09.2026** or renew for a further period as deem necessary by OSBC upon prior intimation to the party.

C. The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Contractor and for sufficient consideration, the Bank has agreed to issue this guarantee in favour of OSBC.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The Bank unconditionally and irrevocably agrees that it shall upon receipt of a written demand from OSBC shall pay to OSBC, within 3 (three) working days of receipt of such written demand from OSBC, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to OSBC or any reference to the Contractor, forthwith the full amount, without any deductions or set off or counter claims whatsoever. The sum claimed by OSBC in such demand shall not exceed an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Contractor or any other person.

The Bank agrees that this Bank Guarantee does not limit the number of claims that may be made by OSBC against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that OSBC receives the full amount due hereunder as if no such withholding had occurred.

3. This Bank Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:

- (i) Payment by the Bank of the Guaranteed Amount in full to OSBC;
- (ii) OSBC notifying the Bank in writing that OSBC has no further entitlement under this Bank Guarantee; and
- (iii) Six months after the date of completion of contractual work or for any further period as notified by OSBC.

Upon which the obligations of the Bank under this Bank Guarantee shall stand discharged.

4. The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in its ownership or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Bank Guarantee is in no way conditional upon any requirement that OSBC first attempts to procure the Guaranteed Amount from the Contractor or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. The Bank hereby unconditionally and irrevocably agrees that its liability under this Bank Guarantee shall not be discharged by virtue of any agreement between OSBC and the Contractor, whether with or without the Bank's knowledge, or by reason of the OSBC showing any indulgence or forbearance to the Contractor.

6. The Bank's obligations under this Bank Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.

7. The obligations of the Bank under this Bank Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it or OSBC):

(a) any time or waiver granted to, or composition with the Contractor or any other person ;any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Contractor or any other person;

(b) any variation of the Contract, so that references to the Contract in this Bank Guarantee shall include each variation;

(c) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Bank under this Bank Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that

each obligation under this Bank Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;

(d) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount).

8. The Bank represents, warrants and unconditionally and irrevocably undertakes to the OSBCL that:

(a) It has the power to execute, deliver and perform all the terms and provisions of this Bank Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance of this Bank Guarantee by it ;

(b) the Bank has duly executed and delivered this Bank Guarantee, and this Bank Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance of this Bank Guarantee by the Bank, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, Contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any

subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Bank Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Bank Guarantee; and

(e) this Bank Guarantee will be enforceable unconditionally when presented by OSBC for payment to **[Name and address of the Issuing/ Confirming Bank]**, Bhubaneswar.

9. This Bank Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the OSBC in exercising any right, power or privilege hereunder and no course of dealing between the OSBC and the Bank, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. If any one or more of the provisions contained in this Bank Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the OSBC to replace the invalid, illegal or unenforceable provision.

11. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Bank Guarantee.

12. Any demand, notice, request or other communication to be given or made under this Bank Guarantee shall be deemed to have been duly given or served:

(i) Upon the OSBC, at 2<sup>nd</sup> Floor, Fortune Tower, Chandrasekharapur, Bhubaneswar marked for the attention of General Manager (Admn.);

(ii) Upon \_\_\_\_\_ **[Name and address of Issuing/ Confirming Bank]** marked for the attention of **[Insert title]**

13. The Bank:

- (a) acknowledges that OSBCL may review this Bank Guarantee and may require changes thereto as a condition of awarding the contract to the Contractor; and
- (b) shall consider any such requirements in good faith.

14. This Bank Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Bank Guarantee shall be to the exclusive jurisdiction of Courts located in Bhubaneswar.

15. OSBCL may assign or transfer all or any part of its interest herein to any 3<sup>rd</sup> Party with prior intimation to the Bank. The Bank shall not assign or transfer any of its right or obligations of this Bank Guarantee under any circumstances except without prior approval of OSBCL.

16. Notwithstanding anything else in the Bank Guarantee,

(a) Our liability under this Bank Guarantee shall not exceed Rs.....lakhs

(b) The Bank Guarantee shall be valid till **30.09.2025** [provided that the Bank shall continue to be liable until all demands or claims made on or before **30.09.2025**] have been fully paid; The Bank further agrees and undertakes unconditionally that this Bank Guarantee shall be extended from time to time pursuant to any extension of the Contract.

(c) We, the Bank, are liable to pay the guaranteed amount of **Rs..... lakhs** or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **30.09.2025**.

**IN WITNESS WHEREOF** the Bank has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered for and behalf of [insert name of Bank] by hand

Witness:

1.....

2.....

Authorized Signatory

Year		IMFL		
		Loading		
	Berhampur	Rayagada	Sonpur	Total
2020-21	574715	531537	131906	1238158
2021-22	763282	717641	167778	1648701
2022-23	849234	815106	200248	1864588
<b>Total</b>	<b>2187231</b>	<b>2064284</b>	<b>499932</b>	<b>4751447</b>

Year		IMFL		
		Unloading		
	Berhampur	Rayagada	Sonpur	Total
2020-21	558118	520158	131010	1209286
2021-22	773708	719496	160577	1653781
2022-23	827525	803701	201308	1832534
<b>Total</b>	<b>2159351</b>	<b>2043355</b>	<b>492895</b>	<b>4695601</b>

Year		Beer		
		Loading		
	Berhampur	Rayagada	Sonpur	Total
2020-21	561892	861619	264734	826626
2021-22	907230	1353633	376158	1283388
2022-23	1281509	2033438	579695	1861204
<b>Total</b>	<b>2750631</b>	<b>4248690</b>	<b>1220587</b>	<b>3971218</b>

Year		Beer		
		Unloading		
	Berhampur	Rayagada	Sonpur	Total
2020-21	542652	834909	248310	1625871
2021-22	906492	1343823	377210	2627525
2022-23	1299103	2034396	596700	3930199
<b>Total</b>	<b>2748247</b>	<b>4213128</b>	<b>1222220</b>	<b>8183595</b>