NOTICEINVITINGTENDER

Office of District Manager

Odisha State Civil Supplies Corporation Ltd.(OSCSC)

JHARSUGUDA

BRAJRAJNAGAR MPL

Phone: 9438200044

TENDER No. 5017 **Dated:26.10.2026**

Cost of Tender Document:-Rs.5900/-Inclusive of GST for each RRC to Unit (Block / ULB) combination of the district.

Online Tenders are invited from eligible bidders for selection and appointment of level-II contractor for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS).

1	Availability of tender documents	From Date . 28.10.2026 Downloadable from website: www.oscsc.in, www.foododisha.in&www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt. 04.11.2026 at.11:30 AM ,Place Office Chamber of CSO-cum-DM, OSCSC Ltd., Jharsuguda
3	Last date and time for **online** Submission of completed Tender Documents with enclosures	Through e-Procurement Portal: www.tendersodisha.gov.in Upto 05:30 PM of dt. 11.11.2026
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt.12.11.2026 at 11:30 AM in Mini Conference Hall of Collectorate, Jharsuguda
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt.12.11.2026 at 11:30 AM in Mini Conference Hall of Collectorate, Jharsuguda
6	Date & time of Financial Bid opening by the Tender Committee (Only of Technically Qualified Bidders)	To be announced after technical bid evaluation.
7	Venue of the opening of Technical& Financial Bids	Mini Conference Hall of Collectorate, Jharsuguda
8	Validity Period	Tenders are to remain open for acceptance for 180 days inclusive of date of opening of tender.
9	Language of the Tender	The tender should be prepared by the bidder in English language only.
10	Help Desk telephone no	(i) OSCSC Ltd.:- District ManagerNo.9438200044 Accounts Head .No. 7381279976 (ii) State Procurement Cell:-0674-2530998 / 18003456765

N.B:1.If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.

2. District Tender Committeereservestherightto cancelany/ allof thetenders at any time without assigning any reason thereof.
3. Furtherdetails canbe obtainedinthewebsitewww.tendersodisha.gov.in.
4. ThebiddermustdepositTenderDocumentFeeandEMDatthetimeof submission of tender through online payment gate way service.
5. Anyamendment/cancellation/re-tender/corrigendumpleaserefertothe websitewww.tendersodisha.gov.in,www.oscsc.in&www.foododisha.in.

District Manager
OSCSC Ltd, Jharsuguda

SAMPLETENDERPAPER

(Level-II Transport Contractor)

OFFICEOFTHEDISTRICTMANAGER
ODISHASTATECIVILSUPPLIESCORPORATIONLIMITED
JHARSUGUDA DISTRICT.
BRAJRAJNAGAR MPL

Tender No.5017 Date 26.10.2026

TENDER DOCUMENTS

CostofTenderPaper–Rs.5900/-(Rupees Five Thousand Nine Hundred only) inclusiveofGSTforeachRRCtoUnit(Block/ULB)combinationofthedistrict.

INVITATIONTOTENDER&INSTRUCTIONTOBIDDERSFORTRANSPORTATIONOF FOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO RETAILCENTRES(FPS) YEAR 2025-26 & 2026-27

1. GENERALINFORMATION:

Level-II Transport Contractor shall be appointed for each Unit. The contractor shall be responsible for transportation of foodgrains from RRC to all Retail Centres(FPS) of the Unit tagged. A list of RRC located in the district and Units tagged has been indicated at ***APPENDIX-I*** for reference of the bidder.

TheUnitshallmean:

i. OneBlock or,
ii. OneBlockandadjoiningone NAC togetheror,
iii. OneMunicipalityor,
iv. One Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shallbe consideredas03 separate Unitseachforthistender.TheFPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.
v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

Level-II TransportContractorshallbeappointedinthefollowing manner.

i. **OneRRC tagged withone or more Units**:

- Separate contractor shall be appointed for each Unit for transportation of foodgrains from RRC to retail centres of the Unit tagged.

Example:-

- RRC -'R'
- Units tagged -'U_1','U_2','U_3'
- Same or different contractor(s) can beappointed for Unit 'U_1', 'U_2' & 'U_3' at a same rate or different rate(s) depending upon the lowest rate quoted.

ii. **MorethanoneRRC locatedinsideaUnit&aretaggedtothatUnit**:

- One contractor shall be appointed for that Unit to operate from all the RRCs located inside the Unit & tagged to that Unit.

Example:-

- Unit - 'U'
- RRCstaggedtoUnit'U'-'R_1'&'R_2'
- One contractor shall be appointed at a single rate for transportation of foodgrains to the retail centres of Unit 'U' from both the RRCs i.e. 'R_1' & 'R_2'. The bidder applying for Unit 'U' shall quote a single rate for both RRCs 'R_1'& 'R_2'.

iii. More than one RRC located at different Units are tagged with one Unit and one commodity will be lifted from one RRC and another commodity will be lifted from the other RRC located at a different Unit:

- One contractor shall be appointed for the Unit for transportation offoodgrains from more than one RRC located at different Units to the retail centres of the Unit tagged depending upon the lowest rate quoted.

Example:-

- RRC located in different Units - 'R_1' & 'R_2'
  RRC'R_1'locatedinside Unit'U_1' - Dealswithrice
  RRC 'R_2'locatedinside Unit'U_2' -Dealswithwheat
- Unit tagged -'U_1',
- One contractor will be appointed for the RRC 'R_1' for transportation of riceas well as for the RRC 'R_2' for transportation of wheat to the retail centres of Unit 'U_1' depending upon the lowest rate quoted.

TenderPapershallbe submittedinthe followingmanner:

i. Tender shall be submitted for each Unit of a district. BMC & CMC shall be considered as 03 separate Units.

ii. In case one Unit is tagged to more than one RRC located inside that Unit, then one tender paper shall be submitted quoting a single rate.

iii. In caseone Unitistagged tomorethanoneRRCdealingwith different orsame commodities (rice & wheat) located in different Units, then one tender shall be submitted quoting a single rate for each such RRC.

Original documents as per the Checklist ***(APPENDIX-II)*** shall be produced by the bidder on the specified date and time for verification by the District Tender Committee.

The bidder has to submit the Tender Paper, Appendices & Annexures with sealand signatures on each and every page.

The bidder shall read all the instructions and guidelines carefully before filling up the tender and submitting the same so that there will be no ambiguity later on**.**

All the instructions to bidders, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.

Tender paper not accompanied with all the Schedules / Annexures, Documents as detailed at Checklist ***(APPENDIX-II)***intact and duly filled in & signed shall be liable for rejection.

Thevalidityperiodof bidwillbe180daysinclusiveofdateofopeningoftender.

Separate Agreement shallbe executedfortransportoperationineachUnit.In case a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit selected.

2. <u>BIDDING PROCESS</u>:

i. Potential bidders participating in the bidding process will be required <u>to submit a</u>detailed **<u>Technical Bid & Financial Bid</u>** in response to the Tender Call Notice.

ii. **<u>Registration in Portal:</u>** Bidders intending to participate in the tender are required to register in the Portal i.e. **www.tendersodisha.gov.in**furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II (if the validityperiodnotexpiredasspertherecentnotificationissuedbyState

Procurement Cell or Class III)) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is to be authenticated by the State ProcurementCellafterverificationthroughonlinecertificates/documentssuchas(i)PAN and

(ii) Registration Certificate (RC) / GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

To log on to the portal the Bidder is required to type his/her user ID and password. The system will again ask to select the DSC and confirm it with the password of DSC. Foreach login, auser's DSC willbe validated against itsdate of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal. Only one valid DSC should be registered by a Bidder. Please note that the bidders areresponsible toensure that they do not lend their DSC"s to others which may leadto misuse.

Bidders are advised to register their valid e-Mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iii. **Downloading Tender Documents**: The tender documents uploaded by theTender Inviting Officer in the website **www.tendersodisha.gov.in**will appear inthe section of "**Upcoming Tender**" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage.* The publication of the tender will before specific period of time till the last date of submission of tenders asmentioned in the 'Notice Inviting Tender'after which the same will be removed from the list of Active tenders. Any bidder canview or download the tender documents from the website.

iv. Furnishing scanned copy of all required documents with his / her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.

v. Tender document Fees & Earnest money Deposit shall be in shape of payment through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).

vi. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security along with all particulars / documents detailed in checklist (Appendix-II) completed in all respect. The system shall consider only the last bid submitted through the e-Procurement portal.

vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

viii. Any third party/company/person under a service contract for operation of e-tender system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the tender processes that are undertaken through the e-tender system irrespective of who operates the system.

ix. **Formatof the Tender:**TheTendershallbesubmittedintwoparts:

(a) PartI:TechnicalBid

(b) Part II :FinancialBid

x. **Contents of Technical Bid:** The bidder must submit the particulars / valid documents as detailed in Check List (Appendix-II) completed in all respect online within the timeline as set out in the Notice Inviting Tender failing which the tender ***shall be treated as incomplete and disqualified in Technical Bid.***

xi. **Contents ofFinancialBid:**

a. The bidder must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities **online BoQ (in ".xls" format)**.

b. Thebiddershallsubmitthefinancialbid online.

c. Mentioning of rate anywhere in the bid documents other than the designated location of financial bid (online BoQ) by the bidder shall result indisqualification of the bidder.

xii. **Signing of Tender:**

(a) The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed bid with his/her signature at

his convenience within the due date and time of submission. The bidder shall only submit ***single*** copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. www.tendersodisha.gov.in within due date of submission. In the Financial Bid the bidder hasto write the figuresin the designated cell only. The Bidders are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

(b) The bidder shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The bidder shallalso ensure payment of Tender document fee and EMD before submission of tender completed in all respects.

(c) The Bidder shall log into the portal withhis DSCand move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that allthe documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.

(d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the bidder should click on submit button.

(e) In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.

(f) The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the tender non-responsive.

xiii. Signing of Tender:The Bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000.If any of the information furnished by the Bidder is found to be false/fabricated/bogus/invalid, Corporation shall havethe right to disqualify him/her without giving any notice or reason withoutprejudice to the other rights like forfeiture of EMD or summarily terminate the contractwithforfeitureofSecurityDeposit,asthecasemaybe,andmaytake

any other steps that the Corporation may have under the Contract and Law which includes debarment on participating in any tender of OSCSC for a period of 05 years.

xiv. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information.The bidder shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option.

Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the bidder is required to take those into account before submitting the tender by the due date.

The Officer inviting tender will provide entire tender document along with appendices and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanneddocuments in Portable Document Format (*printable in A4 size paper*) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. Mentioning of rateanywhere in the Bid documents other than the designated location of Financial Bid (**onlineBoQ**)bythebiddershallresultindisqualificationof the bidder.Useof DSC of appropriate class shall effect submission of documents.

xv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document along with Letter of Proposal and Tender Submission Undertaking as per format given at Annexure-1.

xvi. The bidder needs to upload the required documents, annexures (1 to 8) and appendix-II for consideration.

xvii. The uploaded tenderdocumentsbecome readableonlyafter the tender openingby the authorized bid openers.

xviii. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-6. The bidder shall have to pay an amount of Rs.5900/- only (RupeesFivethousandNinehundredonly)astenderpapercostalongwiththe

Tender. Bidders will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document Fee and EMD.

xix. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

xx. **Deadline for Submission of Tender:** The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender submission shall remain ***unaltered*** even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender by the Tender Calling Authority otherwise extended expressly.

xxi. Prior to submission of tender, the bidder needs to ensure the following amongother thing:

a) PaymentofTenderdocumentfees&EMD.

b) Theentire tender document is properlyindexedwithpage number.

c) The documentstobeup-loadedare properlyvisibleanddulysigned.

d) Fillingofall the prescribedannexures /appendices asdetailed inthe Tender.

e) Enclosing necessary supportingdocuments.

xxii. **Late Tenders:** The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers.

xxiii. **Modification and Withdrawal of Tenders:** In the e-Tender Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the tenders already submitted by the bidder will be removed automatically from the system and the latest tender only will be admitted. But the bidder should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet ortraffic jam or power failure. If the bidder fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration.

In the e-Tender Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But, in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender anduploadthescanneddocumenttoportalintherespectivetenderbeforethe

closure date and time of receipt of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the EMDwill be forfeited.

xxiv. **PRE-BID CONFERENCE &CLARIFICATIONS**

a. DistrictOfficeshallholdapre-bidmeetingwiththeprospectivebiddersonDate 04.11.2026 at Office Chamber of CSO-cum-District Manager, OSCSC Ltd., Jharsuguda.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail cso.jsg2019@gmail.com on or before Date 03.11.2026.

c. The queries should necessarily be submitted in the word or excel file in the following format:

Sl. No.	Tender Document Reference(s) (Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of clarification
1.			
2.			

d. District Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

e. Responses to Pre-Bid Queries andIssueofCorrigendum/Addendum (ifany).

i. The Nodal Officer notified by District Office will endeavor to provide timely response to all queries. However, District Office makes neither representation nor warranty as to the completeness or accuracy of any response made ingood faith, nor does District Office undertake to answer all the queries thathave been posed by the bidders. At any time prior to the last date for receipt of bids, District Office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify thetender Document by a corrigendum or addendum.

ii. The Corrigendum/Addendum (if any) will be posted on the website www.oscsc.in, www.foododisha.in&www.tendersodisha.gov.in. Pre-bid queries clarification shall be forwarded to the respective bidders.

iii. Anysuchcorrigendum/Addendumshallbedeemedtobeincorporatedintothis

tender.

f. Thebidderswhilesubmittingtheproposalshouldsubmitdulysignedcopyofcorrigendum/ addendum along with it.

xxv. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, District Office may, at its discretion, extend the last date for the receipt of tenders.

3. <u>OTHER TERMS&CONDITIONS</u>:

The contract, if any, which may eventuate from this tender, shall be governed by the terms and conditions of contract as contained in the invitation/instructions tothe bidder and provisions contained in the Tender documents.

A bidder can be appointed in any number of Units in a district. The bidder selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected.The bidder shall upload the vehicle details in Annexure-7 (a) & (b) at the time of bid submission. After that, the successful bidder shall be given 07 days' time in writing to produce documents in support of additional vehicles and he/she may be asked to submit the updated declarationasperformatat*Annexure-* 7(b)astothenameofUnitshe/shehasbeen selected for appointment as Transport Contractor in the district and in other districts of the state before execution of agreement. On his/her failure to give such Declaration within 07 days, the EMD shall be forfeited.

In the Units for which a bidder has been selected but doesn't get appointed for any reason, the District Tender Committee shall negotiate with the 2nd lowest bidder qualified in Technical Bid for that Unit or the district in case of Level-I Transport Contractor to operate at the lowest quoted rate. In case the 2nd lowest bidder disagrees to operate at the lowest quoted rate, fresh tender may be floated for appointment of new Transport Contractor.

The instructionstobe followed forsubmittingtheTenderpapersaresetoutbelow:

Information about Bidder: The Bidder must furnish full, precise, correct and accurate details of information asked for in the tender document.

Signing of Tender Papers: Person or persons signing the tender papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be disclosed and the tender paper shall be signed by all the partners or any partner duly authorizedortheirdulyconstitutedattorney,havingauthoritytobindallthe

partners in all matters pertaining to the contract. A copy of the registeredpartnership deed shall be uploaded with the tender papers. In case of a Limited Company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Board Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.

The person signing the tender paper or any document forming part of the tender,on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/herfavour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Registered Power ofAttorney, his / her tender paper shallbe liablefor rejection, without prejudice to any other rights of the Corporation, under the Law.

Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his / her signature can bind the company, in the case of alimited company.

However, a sole proprietor of a proprietorship firm signing the tenderpaper on own capacity need not furnish any Power of Attorney.

The successful bidder shall ensure that the necessary documents authorizing the person who has signed the tender to bind his / her firm or the company have been filed and registered as per the provision of law.

4. PREREQUISITESFORTENDER(QUALIFICATION CONDITIONS):

The bidder shall upload following documents, affidavit and information along with those required under Checklist (Appendix-II) for consideration of his tender paper during scrutiny of Technical Bid.

The bidder shall furnish certificate from any Nationalised or Scheduled Bank indicating his/her financial capability for an amount not less than **Rs.25.00 Lakhs**. The bidder is to furnish financial capability certificate issued not prior to 03 monthsfrom publication of tender as per the sample format enclosed at ***Annexure-3***

The bidder shall have experience in Transportation/ Handling & Transportation of foodgrainsinanyState/CentralGovernmentPSU,State/CentralGovernment

Agencies or State Government/Central Government and they should have carried out, in immediate preceding three financial years i.e. 2021-22, 2022-23 & 2023-24 at least having the average annual turnover of the work value:

12.5%oftheestimatedvalueofthecontract, inone singlecontract

OR

25%oftheestimatedvalueofthecontract,inmultiplecontracts,asindicatedat **APPENDIX-IV**.

Estimated Value of Contract for this tender purpose has been determinedas follows:

EVC = (Monthly Allotment of rice & wheat stock under NFSA &SFSS in Qtl. for the Unit X SoR in Rs. Per Qtl. of the Unit **X** remaining months of biennial year 2025-27)

The bidder shall furnish experience certificate in the sample formatenclosed at ***Annexure-4*** from the concerned organization.

In lieu of the experience certificate, the successful bidder will have to furnish an additional securitydepositequivalent to 50% of the total securitydeposit due to the bidder at the time of execution of agreement.

In such case, the bidder shall upload an undertaking along with the tender documents to the effect that *"in lieu of experience certificate he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/Bank Guarantee (BG) issued from any Nationalised/ScheduledBankinfavouroftheDistrictManager,OSCSCLtd.,* Jharsuguda *at the time of execution of agreement for the entire agreement period"*.

The bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-5***) declaring that s/he has not been convicted in any criminal/vigilance case(s) pending in his /her name or in the name of his firm (sole proprietorship/ partnership/company)beforeanylegal forumand his/herfirmhas/have never been black listed by any State/Central Government PSU, State/Central Government Agencies or by State Government/Central Government.

The bidder shall furnish an affidavit in the prescribed format(enclosed at***Annexure-6)*** declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their

family members, as the case may be, for consideration of her/his appointment under this tender.

The bidder shall furnish a Declaration in the prescribed format (enclosed at ***Annexure-7 (a) & (b))*** declaring that he will give details of vehicles as per Clause No-3.2.In case of his/her appointment in more than one units as Level-II / Level-I Transport Contractor s/he shall submit updated ***Annexure-7 (b)*** with separate 02 vehicles as per tender condition.

The bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-8)***on tender submission and abiding by the terms and conditions of tender.

In case the bidder is a firm/company, copy of Registration Certificate issued by the Competent Authorities as provided under the statute, is to be furnished.

The bidder shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.

ThebiddershallfurnishIncometaxreturncopyforthelastthreeassessmentyears i.e.AY-2022-23,AY-2023-24&AY-2024-25andcopyofPANCard&GST Registration Certificate.

The bidder shall furnish Registration Certificate in support of their transportation work under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’2011” issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).

The bidder shall have minimum 2 (two) number of transport vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) registered in his/her name The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).

A bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2025-27 for the other units in same district.

Due to non-finalization of tender, a contractor who has been appointed as Level-II Transport Contractor in the current biennial year 2023-25 or continuing on extension basis, the contractor shall be eligible to participate in the tender for biennial 2025-27. On his/her selection in the tender process, he/she has to withdraw from the current assignment prior to execution of agreement.

The bidder shall submit the copy of Registration Certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

TheRegistrationCertificate undertheprovisionsof:

i. **TheMotorTransportWorkersAct,1961**

ii. **ThelicenseorrenewallicenseunderShops&Commercial Establishments Act, as applicable**.

5. **DISQUALIFICATION CONDITIONS:**

No person shall be appointed as Level-II Transport Contractor under this tender process, ifhe /she or any of his/her or the Director or proprietor or partner family members has a commercial interest in a business relating to Handling Contractor/ Level-II Transport Contractor / MDM Transport Contractor / SNP Transport Contractor / PEG Go-down Lessor and/or custom millingof rice for OSCSC Ltd.for the district and its neighboring district with common boundary for whichs/he intends to apply under this tender.

However,abidderwho has been appointed asLevel-IITransportContractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2025-27 for the other units in same district.

[The terms 'Family' & 'Commercial Interest" have been defined indetail at Clause-I of the PART-I Technical Bid]

Any person/firm/company who has been blacklisted/debarred in any manner whatsoever byanyState/UT and/orCentral Governmentin India / any PSUon 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 blacklisting shall be in forcetill the submission of the bid, if awarded, prior to said five years will be ineligible.

Either the company/firm or any of it's director/s or partner/s have been convicted by any court of law or any criminal /vigilance cases pending against them before court of law will be ineligible.

Any bidder whose contract with the Corporation has been terminated by the Corporation before the expiry of contract period at any point of time during last 5 years, will be ineligible.

Bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Corporation or any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible.

While considering ineligibility arising out of any of the above clause, incurring ofany such disqualification in anycapacity whatsoever (even as a Proprietor,Partner in another firm, or as Director of a companyetc.) will render the bidder disqualified.

Corporation reservestherightnotto consideranyperson/firm/companyhavingany dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

6. EARNESTMONEYDEPOSIT (EMD):

Each tender must be accompanied by an EMD of Rs.1,00,000/- (Rupees One Lakh) or 5% of the estimated value of contract whichever is higher in online mode for each participating RRC-Unit combination in the district. In case the Tender submitted is not accompanied by EMD, the tender shall be summarily rejected.

Thebiddershallbepermitted tobidon theexpressconditionthatincase heresiles or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process **or any of the information furnished by him/her is found to be incorrect or false**, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of **five years.**

EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

The EMD furnished by the bidders shall be refunded after finalization of tender.The EMD of selected bidder will be refunded on receipt of confirmation from the Zonal/Regional bank concerned regarding genuineness of Bank Guarantee submitted towards security by the successful bidder at the time of execution of Agreement.No interest shall be payable on the amount of earnest money.

7. SECURITY DEPOSIT:

The successful biddershallfurnishsecuritydepositfor aUnit in followingmanner**.**

A sum of Rs.1.75 Lakhs or a sum equivalent to **5%** of the estimated value of the contract as indicated at **APPENDIX-IV**, whichever is higher, inform of **Demand Draft**issued from anyNationalised/ Scheduled Bank issued infavourof the District Manager, OSCSC Ltd., Jharsuguda.

A sum of Rs.3.25 Lakhs or a sum equivalent to **10%** of the estimated value of the contract as indicated at **APPENDIX-IV**, whichever is higher, in form of irrevocable and unconditional **BankGuarantee**issuedfromanyNationalised/ScheduledBank issuedin favour of the District Manager, OSCSC Ltd., Jharsuguda which shall be enforceable till six months after the expiry of the contract period.

Ifapplicable,additionalsumequivalentto50%ofthesecuritydepositasrequired atClause–7.1.1&7.1.2inrespectivemodes.

Separate SecurityDeposit shall be furnished for each Unit in case the bidder is selected for transport operation in more than one Unit.

Security Deposit furnished by the contractor shall be subject to the terms and conditions contained in this tender document and the Corporation shall not beliable for payment of any interest on the security deposit or any depreciation thereof, whatsoever.

If the successful bidder had previously held any contract and furnished security deposit with the Corporation, the same shall not be adjusted against this tenderand a fresh security deposit shall be made to make the contract valid.

The bidder may quote rate Below the Schedule of Rates (BSoR),the successful bidder has to submit additional security deposit at the time of execution of agreement as per the following norms.

Additional Performance Security(APS) in case of AbnormallyLow Bids (ALBs): In line with modification of codal provision in Works Department, Odisha, Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide Office Memorandum No.4559/W, Dated. 05.04.2021, the following table is applicable in connection with deposit of Additional Performance security.

Sl No	Range of Difference betweentheestimatedcost put to tender and Bid amount	AdditionalPerformanceSecuritytobe deposited by the successful bidder
1	Below5%	No Additional Performance Security
2	From5%andaboveand below10%	50%of(Differencebetweenestimatedcost puttotenderandBidAmount)
3	From10%upto14.99%	150%of(Differencebetweenestimated costput totenderand Bid Amount)

AdditionalPerformance Security(APS) shallbe furnishedbythe successful bidder. When the bid amount is less than the estimated cost put to tender, in such an event, the bidders who have quoted less bid price / rates then the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tenderminus the quoted amount as Additional Performance Security as mentioned in the above table as applicable and given in tender document.

If the rate quoted bythe bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalised on merits of rest bids.

If the rate quoted by a bidder is upto 14.99% (Decimals upto two digits will betaken for all practical purposes) less than the estimated cost, it shall be considered in financial bid evaluation

8. <u>REQUIREMENT OFVEHICLES:</u>

The bidder shall have minimum 02 (Two) number of Transport Vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) registered in his/her name. Additional requirement of vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) can be availed on hire basis.

For this purpose, the "Transport Vehicle" has been defined at Clause –I (u). The vehicles should be suitable for transportation of food grains. The vehicle "Tipper" shall not be considered a vehicle carrying food grains for the purpose of thistender.

In case of sole proprietorship, the vehicles must have been registered in the name of the bidder.In case of partnershipfirm,thevehiclesmusthavebeen registered in the name of the firm or any of the partners. <u>An affidavit of the partner who isregistered owner of the vehicle has to be furnished about use of such vehicles bythe firm for transportation operations of Corporation without any objection</u>. In case of company, the vehicles must have been registered in the name of the companyor in the name of any of the Director. <u>An affidavit of the Director who is registeredowner of the vehicle has to be furnished about use of such vehicles by thecompany for transportation operations of Corporation without any objection</u>.

The vehicles should have National or State permit for transportation. The bidder shall have Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority or Regional

Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist ***(Appendix-II).***

The vehicle has to be registered in the name of the bidder till the end of thecontract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior intimation to the District Manager with substitute of a suitable vehicle in the name of the bidder along with its documentary evidence.

Thebidderhas toassesstherequirementtoutilize smallvehiclesfortransportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

9. <u>SCHEDULEOFRATE:</u>

The scheduleof rate per qtl. for each Unit will be determined by the District Tender Committee keeping in view the following factors.

1.	Distancecovered	Weighted average of shortest truckable distance from RRC to FPS point & quantity allotted to FPS dealer.
2.	Transportationcharges	Rs.19.46 PQ for 0-8Kms(flat rate per qtl.), Rs.0.53PKm PQ for 8Kms–40 Kms (i.e. More than08KMupto40KM),Rs.0.28PKmPQfor40 Kms&above(i.e.Morethan40 KM&above)
3	Incidental Charges includingweighment charges	5%ofSlNo2
4	UnloadingatFPS	PrevailingunloadingchargesatFPSpoints
5.	Otherfactors	Transportationthroughbullockcart,headload, ghatroad, ferryetc.relating to anyunit,ifany
6.	ScheduleofRateperqtl.	Sl.No.(2+3+4+5)

The schedule of rates for each Unit will be determined separately by the District Tender Committee.

Such scheduleofratesshallbedeterminedbythe District Tender Committee before floating of tender and shall be indicated in the "FINANCIAL BID (BoQ)".

During the contract period, new RRC may come into operation in addition to orinplaceofthelistofRRCsasindicatedat"APPENDIX-I"and/orthe

existing tagging arrangement of a Unit to an RRC may be relocated to another RRC as per requirement. In such case a new schedule of rate will be determined as per Clause-9.1 for that Unit and the contractor shall carryout transport operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

However, if the weighted average distance of new RRC or new tagging arrangement is within an excess distance of 10 Kms from the weighted average distance of existing RRC then the schedule of rate need not be revised and the contractor shall transport the stock at the existing rate.

The contractor shall furnish differential security as per new arrangement.

On implementation of Route Optimisation tool as mandated by Govt. of India vide DO No-16-04/2017-Stg.III-Part(2)(380787) dated.26.03.2025 and any other notification by Govt. of India or Govt. of Odisha from time to time, thetagging arrangement of FPS may be relocated from time to time. In suchcase anew scheduleofratewill bedetermined as perClause-9.1forthat Unit and the contractor shall carryout transport operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

The contractor shall furnish differential security as per new arrangement.

10. <u>QUOTINGOFRATES:</u>

The bidder shall quote rate for each Unit separately inclusive of all taxes, duties, cess etc. confirming that no other charges would be payable to him/her in the BoQ Format as follows.

AttheScheduleofRatesgiven intheFinancialBid,or

AtabovetheScheduleofRatesgivenintheFinancialBid(ASoR), or

At below the Schedule of Rates given in the Financial Bid (BSoR); for different distance ranges of operation.

Financial bid without mention of quoted rate as detailed above shall not be considered.

Quoting of lowest rate does not confer any right for selection of the bidder at the rate quoted. Normally no negotiation with the bidders will be conducted after bid opening.However,inviewofurgencyinhandling&transportationofessential

commodities (foodgrains), the District Level Tender Committee may further examine the reasonableness of the offered rate and ask the lowest bidder for reduction ofrate for early finalisation of tender process.

Quoting of same rates (L1 only) by more than one bidders could be construed as an exceptional circumstance. In such cases, the bidder having highest average annual turnover (furnished at **Annexure-4** as per clause No.4.2) during last three financial years i.e 2021-22, 2022-23 & 2023-24shall be considered for deciding the successful bidder. If the average annual turnover during last three financial years happens to be same, in such case bidder having highest financial capability (furnishedat**Annexure-3**),shallbeconsideredfordecidingthesuccessfulbidder.

In case no rate is quoted or all the rates quoted are found to be exorbitantly higher than the Schedule of Rate in any Unit, the district may go for retender for that Unit. Till finalisation of such retender process, the District Manager may engage the Level-II Transport Contractor of any Unit of the district on negotiation.

The bidder shall quote the rate for transport operation being acquainted with the prevailing conditions at the RRCs of the district and Retail Centres tagged relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRCs to be covered, quantity of stock to be transported, weighment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. Thebidder has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction timeof movement of heavy vehicles inside the urban area.

11. <u>OPENING OFTENDERS:</u>

i. The tender shall be opened in Mini Conference Hall of Collectorate, Jharsuguda on the date 29.07.2025 and time 11:00 AM indicated. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc.to the tender.

ii. The bidders who participated in the online tendering can witness opening of the tender from any system remotely logging onto the portal with the DSC. Biddersarenotrequiredtobepresentduringthetenderopeningtowitnesstheprocess.

But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder.

iii. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder which includes but not limited to forfeiture of EMD or SDas the case may be.

iv. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/W dated.01.01.2015.

12. EVALUATIONOF TENDER:

i. Submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

ii. Failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete which is liable for rejection.

iii. **Authentication of Tenders**: The signatory to the tender shall be as per the provisionsoutlinedinPara–3ofthistenderdocument.

iv. Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature.

v. **Criterion for Evaluation:** Tendersfor this contract will be assessed in accordance with the **Least Cost Based Selection (LCBS)** system. All the tenders will be evaluated on the basis of the eligibility criteria.

vi. **Evaluation of Financial Bid:**The Financial Bids submitted online as per the prescribed format by the technically qualified bidders will be opened and the L_1bidder will be the preferred bidder

13. CORRUPT PRACTICES:

Any bribe, commission, or advantage offered or promised by or on behalf, of the bidder to any officer or servant of the Corporation shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered. Canvassing, in any form, on the part or on behalf of the bidder shall also make his tender liable for rejection.

14. INTERVIEWSANDACCEPTANCEOF TENDER:

ThebidderisrequiredtoproceedtotheofficeoftheDistrictManager,OSCSCLtd. Jharsuguda at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or byan Officer authorized to act on his behalf.

The District Tender Committee reserves the right to reject any or all tenderswithout assigning any reason there of and does not bind itself to accept the lowest or any tender.

Acceptanceoftendershallbe communicatedthroughtheportal.

The successful bidder shall be intimated about the acceptance of his / her tenderby a letter/ fax/ e-mail/ phone and which shall be acted upon immediately, without waiting for the post copy in confirmation.

15. EXECUTIONOFAGREEMENT:

The successful bidder shall enter into an Agreement with the District Manager, OSCSC Ltd., Jharsuguda in the prescribed format.

Separate Agreement shall be executed for transport operation in each Unit. Incase a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit.

The Agreement shallbetypedon aNon-JudicialStamp Paper worth Rs.100/-only.

Execution of Agreement shall be made on furnishing of required security deposit, additional security deposit (in lieu of Experience Certificate and / or quoting BSoR)& two-passport size photograph duly self-attestedwithin the stipulated time mentioned in Letter of Intent (LoI).

The Agreement will be executed with the bidder on production of following documents.

- Registration under The Shops & Commercial Establishments Act, to operate in ULB as applicable.
- RegistrationunderTheMotorTransportWorkersAct,1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement oflimited workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act " as applicable.

The Agreement shall be executed within the time prescribed by the District Manager failing which the contract shall be liable to be rescinded solely at the discretion of District Manager. In such case the Earnest Money Deposit of the bidder shall stand forfeited at the discretion of District Manager.

In genuine case, the Collector can allow more time to the successful bidder to furnish any document / certificate wanting at the time of execution of agreement.

Opening of price bid and consequential selection of any bidder will not entitle him for claiming execution of agreement or work allotment, the same will beundertaken by OSCSC only on availability of work and requirement of OSCSC.

All the instructions to bidders, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.

16. <u>OTHERS</u>:

In case of any clear indication of cartelization, the District Tender Committee shall reject the tender(s) and forfeit the EMD.

If the information given by the bidder in the Tender Document and its Annexures and Appendices are found to be false/ incorrect at any stage, the Collector shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the contract and law as per Clause-2(xiii) of tender documents.

District Manager, OSCSC Ltd. reserves the right to amend the tender conditions at any time during the currency of contract, which shall be binding on the contractors.

District Manager

OSCSC Ltd., Jharsuguda

PART-I

DETAILEDTERMSANDCONDITIONSGOVERNINGCONTRACTFORLEVEL-II TRANSPORT OPERATION

T E CH N I CAL B ID

Odisha State Civil Supplies Corporation Ltd., Jharsuguda intends to appoint Level-II Transport Contractor for transportation of foodgrains from RRCs to Retail Centres of Brajrajanagar MPl of Jharsuguda district of the State of Odisha for the financial year 2025-26&2026-27.

I. Definitions:

a. The term **'Contract'**shallmeanandincludethe notice invitingtender,theinvitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.

b. The term **'Bidder'**shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.

c. The terms **'OSCSC Ltd.'/ 'Corporation'**, shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.

d. The term **'Managing Director'** shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.

e. Theterm**'District'**shall meantherevenue districtofOdisha.

f. The term **'District Tender Committee'** shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-II Transport Contractor and to take decision on all the related matters.

g. The term **'District Manager'** shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.

h. The term **'Govt.'** shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.

i. The term **'Nonperforming / Defaulting Contractor'** shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.

j. Theterm**'Family'**shallmean

a. parent

b. husband/wife

c. sons/daughters(includingadoptedchildren)andtheirspouse

d. full blood siblings (brothers & sisters from common parents) and their spouse.

k. The term **'Foodgrains'** for this contract shall mean and include Rice,Wheat, Ragi, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g./ 100 k.g.HDPP bag or jute gunny bag or in packet of any weight.

l. The term **'Rice'** shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.

m. The term **'Wheat'** shall mean and include the wheat packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.

a. The terms **'Rice Receiving Centre(RRC)', 'RRC'** shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.

n. A**'Unit'**shallmean:

i. OneBlock or,

ii. OneBlockandadjoiningone NAC togetheror,

iii. OneMunicipalityor,

iv. One Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shallbe consideredas03 separate Unitseachforthistender.TheFPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.

v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

o. The term '**ULB**' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.

p. The term **'FPS Dealer/Retailer/Retail Dealer'**shall mean and includea Person / Firm / Society / Co-operative / Gram Panchayat / SHG etc. appointed by the competent authority to act as such for distribution of foodgrains under Public Distribution System to the consumers.

q. The term **'Fair Price Shop (FPS)'** or **'Retail Centre'** shall mean the place where FPS dealer, Retailer or Retail Dealer distributes the commodities under Public Distribution System

r. The term **'Handling Contractor'** shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC &RRC.

s. The term **'Level-I Transport Contractor'** shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from Food Storage Depot, FCI to RRC.

t. The term **'Level-II Transport Contractor'/'Transport Contractor'/ 'Contractor'** shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC to retail centres.

u. The term **'Transport Vehicle'** shall mean a vehicle suitable for transportation of foodgrains.The vehicle 'Tipper'shallnot beconsidered as transport vehicle for this tender purpose. The vehicle 'Tractor' shall be considered as a single transport vehicle along with a 'Trailer'. 'Tractor' and/or 'Trailer' individually shall not be considered as separate transport vehicles for this tender purpose.

v. The term **'Weighment'** shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighingscale.

w. The term '**Commercial Interest**' shall mean a business, partnership or companyfor the operation as Handling Contractor/ Level-II Transport Contractor/MDM or SNP Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the district for which one intends to apply under this tender and all neighbouring districts with common boundary.

II. PARTIESTOTHE CONTRACT:

a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Manager of the concerned district or any other officer authorized and acting on his/her behalf.

b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in such matters pertainingtothe contract. If, at any stage, it is found that the person concerned has nosuchauthority,the District Manager, OSCSC Ltd Jharsuguda may, withoutprejudiceto othercivilorcriminalremedies,terminate thecontractandhold the signatory liable for all costs and damages.

c. Notice or any other action to be taken on behalf of the OSCSC Ltd. may be given/ taken by the District Manager, OSCSC Ltd, Jharsuguda or any other officer so authorized and acting on his/her behalf.

III. CONSTITUTION OF CONTRACTOR:

a. Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company in India. The composition of the partnership names and addresses of all partners, names and addresses of all Directors of Companies shall also be indicated. The Contractor shall also nominate a person in whose handsthe active management and control of the work relating to the contract during the tenure of contract would lie. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.

b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.

c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

IV. SUBLETTING:

The contractor shall not sublet, transfer or assign the contract or any part thereof.In the event of the contractor contraveningthiscondition,theDistrictManager shall be entitled to place the contract elsewhere on the contractor account and at his / herriskandthecontractorshallbeliableforanylossordamage,whichthe

Corporation may sustain in consequence or arising out of such replacing of the contract. The Corporation also reserves the right to blacklist the Contractor for 5 years.

V. RELATIONSHIPWITHTHIRD PARTIES:

OSCSC LTD. does not assume liability for any third party claims for damages arising out of this Agreement.

VI. LIABILITYFORPERSONNEL:

a. Selected bidder shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. The OSCSC Ltd, in no way be responsible for any claims, rights of any of selected bidder's personnel/employees deployed under this agreement. In respect of any of Selected bidder employees/personnel, Selected bidder will bear exclusive responsibility for the payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including but not limited to Minimum Wages Act, Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any relevant jurisdiction, pension benefits, any health or other welfare benefits, andany other liability,deduction, contribution, assessment orclaimarising from or made in connection with payments made by OSCSC Ltd. to selected bidder. Selected bidder may agree that it will defend, indemnify and hold harmless OSCSC Ltd, and its officers, employees, successors and assigns against any Claims made by a relevant taxor any other statutory authority relating to selected bidder's fees, tax, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.

b. DeclarationinlieuofLicense& Registrationofestablishment:-

In case the contractor claims that he/ she is not required to possess any registration under the Motor Transport Workers Act' 1961 & the Shops & Commercial Establishment Act because of engagement of limited workers, he/ she shall give **Declaration** in prescribed format before execution of agreement& on every time while preferring billfor settlement of bills on transport operation. However,insuchcase,thecontractortooperateinULBshallregisterhis/her

establishmentunder“TheShops&CommercialEstablishmentAct”as applicable.

VII. BRIBES,COMMISSION,CORRUPTIONETC:

Any bribe, commission, gift or advantage given, promised or offered by or onbehalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent ofthe Corporation or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with Corporation also to payment any loss or damage resulting from such cancellation by the contractor.

VIII. PERIODOF CONTRACT:

a. The contract shall remain in force from the date of execution of agreement till 31st March’2027 or such later date as may be decided by the District Manager with the approval of the Collector.

b. TheDistrictManagerwiththeapprovaloftheCollectorreservesthefollowingrights.

i. To extend the period of contract for 03 (three) months beyond the original contract period on the same rates, terms & conditions and to further extend beyond 03 (three) months on mutual consent. However, if OSCSC Head Office requires to extend the agreement period with the intervention of court by virtue of an order (Interim/Final) passed in a writ petitionfiled bythe existingcontractor requestfor enhancement of any charges for such extending period can not be entertained in the absence ofcompetitive price.

ii. To terminate the contact at any time during its currency without assigning any reasons therefore by giving a 15 days notice in writing to the contractor at their last knownplace of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination. In such anevent the transport contractor shall render complete account of CMR/any other foodgrains and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the District Manager.

iii. To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor for the remaining period of existing contract (if any) at approved L_1 rate.

IX. SECURITY DEPOSIT:

a. On acceptance of the tender, the successful bidder shall be required to furnish the prescribed security deposit within a week from the date of issue of Letter of Intent (LoI) in the manner as mentioned at Clause-7.

b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.

c. In the event of premature termination of the contract for any violation of terms and conditions of the contracts, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate thesecuritydepositor anypart,thereof inortowardsthe satisfactionof any sum due to the claim for any damages, losses, charges, expenses or coststhat may be suffered or incurred by the Corporation.

d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.

e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due tothe contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

X. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BYCORPORATION:

a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract orbreach of any term thereof or their failure to carry out the work within time and forall damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor andhis / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.

b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum

due or which at any time hereafter may become due to the contractor under this or any other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. Ifthis sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.

c. All the partners/ all the directors shall be liable jointly and separately for paymentof dues of the corporation for transport operations and shall be liable for theworking of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract there shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.

XI. <u>SUMMARYTERMINATION:</u>

a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his / her business or making arrangements with his / her creditors or failing to observe any of the term and condition governing the contract, the District Manager with the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of thecontract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.

b. The nonperforming /defaulting contractor who has been convicted during the subsistence of the contract in any criminal case amounting to moral turpitude / vigilance case / cases pending or disposed of against the contractor by any quasi judicial forum / is blacklisted by any State or Central Government, by State or Central Agency or Undertaking during contract period, the Agreement executed with the contractor shall be terminated forthwith without prejudice to other rights & remedies or may be suspended/banned from trade relation/black listed for a period up to 5 years based on the gravity of non-performance/default of the contractor, by the Collector whose decision in the matter shall be final and binding.

c. **Besides, a contractor, whose transport license is cancelled during the contract period, maybe suspended/ banned for trade relation/ blacklisted for**

a period up to 5 years by the Collector whose decision in the matter shall be final and binding.

d. The District Manager with the approval of the Collector shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to getthe work done for the unexpired period of the contract, **at the risk and cost of the contractor** and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.

e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on hisbehalf within the time specified.If the contractorfails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. **at the risk and cost of the contractor**, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

XII. ENGAGEMENTOFNEWTRANSPORTCONTRACTORONFAILUREOFOPERATIONS BY THE EXISTING TRANSPORT CONTRACTOR:

a. In case the approved Transport Contractor fails to sign the agreement by depositing Security deposit due to any reason, the District Tender Committee shall have right to negotiate with the 2nd lowest bidder to operate at the lowest approved rate (L_1). In case the 2nd lowest bidder disagrees to operate at the lowest approved rate (L_1), the District Tender Committee reserves right to takea suitable decision.

b. In case the approved existing Transport Contractor fails to perform during currency of the contract due to any reason, the District Tender Committee shall have right to negotiate with the 2nd lowest bidder qualified in Technical Bid to operateatthelowestapprovedrate(L_1).Incasethe2ndlowestbidder

disagrees to operate at the lowest approved rate (L_1), the District Tender Committee (DLTC) reserves right to take a suitable decision for the unexpired period of contract at the risk and cost of the defaulting contractor which includes but not limited to blacklisting for 05 years.

XIII. SETOFF:

Any sum of money due and payable to the contractor (including security deposit returnable) under this contract may be appropriated by the District Manager and set-off against any claim of the District Manager for the payment of any sum of money arising out of or under any other contract made by the contractor with the District Manager.

XIV. BOOKEXAMINATION:

The contractor shall, whenever required, produce or cause to be produced, for examination by the District Manager or any other officer authorized by him on his behalf, any cost or other accounts, book of accounts, vouchers, receipts, letters, memorandum or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner, as may be required relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of District Manager on the question of relevancy of any documents information or return shall be final and binding on the contractor.

XV. VOLUMEOFWORK:

a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does notbyitselfconfirmarightonthecontractortodemandthattheworkrelatingtoallor anyitemthereofattheconcernedUnitorRRCshouldnecessarilyorexclusivelybe entrusted to him / her.

b. TheDistrictManagerwiththeapprovaloftheCollectorshallalsohavetheexclusive right to appoint one or more contractors at any time viz. at the time of award of the contract and / or during the tenure of contract for any or all the services and to divide the work as between such contractors in any manner that the District ManagermaydecideandnoclaimshalllieagainsttheDistrictManagerby reason of such division of work.

c. During the period of agreement with the contractor, the District Manager reserves the right to deploy"**MobileVan**"of the Corporation to make transport operationsto retail centres for transportation of Rice& Wheat stock. The arrangement made by theDistrictManagerisfinal&bindingonthecontractor.Thecontractorwillhaveno claim for any work on this arrangement.

XVI. <u>REMUNERATION</u>:

a. The contractor shall be paid with the remuneration in respect of the services describedinthetenderandperformedbythematthecontractrate.

b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/bags/packaging material.

c. The rate quoted by the bidder for the transport operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radiusof5KmofRRC.WeighmentcostifpaidbytheCorporation,shallberealisedfrom theduespayabletothecontractor.

d. Thecontractorshallbepaidwithadditionalchargesfordistance(to&fro)coveredfor weighment of stock in case weighbridge is not available within a radius of 5 Km of RRC at following rate.

   i) Weighbridgeatadistancebeyond5Kmbutwithin10Km-
      Rs.100 per vehicle (4 wheelers)
      Rs.200pervehicle(6wheelers)
      Rs.300pervehicle(10wheelersormore)
   ii) Weighbridgeatadistancebeyond10kmbutwithin15km-
      Rs.200 per vehicle (4 wheelers)
      Rs.400pervehicle(6wheelers)
      Rs.600pervehicle(10wheelersormore).

e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.

f. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.

g. Thecontractorshallhavenoclaimondetentionofvehiclebothatdespatchingand

receivingpoint foranyreason.

h. **Recoveryof shortage/damage/ diversion of foodgrains:**

No transit shortage shallbe allowed tothe contractor during transportation. In case of any shortage of stock / damage of stock/ diversion of stock, in quantity and quality, during transit shallbe recovered from the dues of the contractor. The value shall be recovered at the following rate.

a. Rice-AtonetimeeconomiccostofricefixedbyGovt.ofIndia,

b. Wheat-AttentimesofpurchasepriceofwheatfromFCI.

XVII. <u>SUBMISSIONOFBILLSANDPAYMENT</u>:

a. Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure prescribed.

b. The contractor will submit bills on monthly basis by the 15th of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.

c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.

d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).

e. The bills shall be submitted and processed through Online Billing Management System (OBMS) and payment will be made through PFMS platform for which the following details shall be provided by the contractors at the signing of the contract:-

(1) Cancelled Cheque

(2) PANNo.

(3) GSTregistration copy

f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

XVIII. <u>FORCE MAJEURE</u>:

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Collector shall be the final judge. Strikesby contractor's workers on account of any dispute between the contractor and their workers as to wages or to otherwise shall not be deemed to be a reason beyondthe contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XIX. LAWSGOVERNINGTHECONTRACT:

The contract shall be governed by the appropriate laws of Government of India & Government of Odisha and the language of the contract shall be English.

XX. SERVICESTOBE RENDERED BYTHE CONTRACTOR:

a. TransportationoffoodgrainsfromRRCto Retail Centres.
   i. **(Services at RRC) –** Transportation of stock from RRC to retail centres as per the list provided by District Manager or any authorised Officer.
   ii. **(ServicesatRetailCentre)–**Unloadingof stockfrom thevehicle, weighmentof stock by electronic/ manual weighing scale and delivery to retail dealer. The contractor shall arrange required number of labours and weighing scale.

b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or anOfficer acting on his behalf, from RRC to Retail Centres.

c. The contractor shall take carenot to mix bags of different kinds offoodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.

d. New RRC may come into operation or new tagging arrangement may be made in addition to or in place of the list of RRCs and tagging arrangements indicated at "APPENDIX-I", as per the requirement and/or availability of suitable godowns. The Level-IITransportContractorshalltransportthestockattheapprovedpercentageof rate.

XXI. DUTIESANDRESPONSIBILITIESOF THETRANSPORT CONTRACTOR:

a. The TransportContractorisrequired tokeep continuous &close liaison withthe In-charge of the RRC, Handling Contractor, Retail Dealer, District Manager and other officials of OSCSC in respect of programme of transportation of stock.

b. The Transport Contractor shall take complete care of the stocks from RRC till it is delivery at Retail Centres.

c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.

d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.

e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.

f. The District Manager/ In-charge of the RRC or any official acting on their behalf, shall have the right to ask for the removal of any employee of the contractor, whoin his opinion, is hampering the smooth execution of the work and his / herdecision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.

g. The Transport Contractor shall intimate the In-charge of the RRC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract. Such authorised person shall be authorized by the contractor through a **"Power of Attorney"** in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call at the office of the Godown Manager / In-charge ofRRC/ Lifting Officer or anofficer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about transport operation and to report the progress of transport work etc.

h. The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.

i. The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains during transportation. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the contractor.

j. The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Manager. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.

k. The Transport Contractor has to assess the requirement to utilize small vehiclesfor transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

l. The Transport Contractor shall carry adequate number of weighing scale for weighment of stock at retail centers during delivery of stock.

m. The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the foodgrains during transportation to protect those from rains and other natural calamities. He / She shall be responsible for any loss or damage that may arise dueto his / her failure tosupply adequate number of tarpaulins or totake reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.

n. The Transport Contractor shall ensure that workers do not use large hooks for unloading of foodgrains bags / packets at Retail Centres. The use of hooks other than those, if any, approved by the Corporation shall render the contract liable for cancellation. The Transport Contractor shall also be liable to make good to Corporation, if any losses caused by the use of unauthorized hooks. The decision of the District Manager on such losses shall be final & binding.

o. The Transport Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies. The contractor shall not load more than permissible quantity of foodgrains in each truck before transportation as provided under M.V. Act. If the contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.

p. The Transport Contractor shall be responsible for keeping a complete andaccurate account of transport operation of foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the District Manager or the Officer acting on his behalf.

q. The Transport Contractor shall obtain transit insurance coverage of the foodgrains stocks at economic cost & purchase price of rice& wheat respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks at RRC, transporting to specified Retail Centres & till the stock is delivered at the Retail Centres.Noshortageoffoodgrainswillbeadmissibleduringtransitthatmay

happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.

r. The Transport Contractorshallbe responsible for the safetyof the foodgrains while transporting through trucks. he / she shall also exercise adequate care and take precautions to ensure that the foodgrains is not damaged while in transit in his /her trucks to specified Retail Centres. He / She shall deliver the equal quantity and quality of foodgrains at Retail Centres as received by them at RRC before transportation. He/she shall be liable to make good the value of any shortage, wastage, losses ordamage to the foodgrains in transit both for quantity & quality at the rate intimated at Clause- XVI (i).

s. The Transport Contractor shall be responsible for performing all or any of the service detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the District Manager or an Officer acting on his/ her behalf.

t. The Transport Contractor shall, whenever required, supply petromax lamps for carrying out work during night.

u. The Transport Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor'snegligence and un-workman like performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view toavoid incurrence of damage to foodgrains and for all damages or losses occurredto the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the Transport Contractor.

v. The Transport Contractor shall paint the vehicles in specified colour and write information or display prominently on their trucks in the "**FLEX BANNER"** of specified size, as prescribed by the District Manager. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The District Manager or an officer acting on his/her behalf shall have the right to disallow loading of any vehicle if the Transport Contractor does not paint, write or display prominently the aforesaid banners.

w. As mandated by Govt. of India vide No.4-11/2023-M.I (E.388673) Dt.07.03.2025 and any other notification by Govt. of India or Govt. ofOdisha from time to time,the Vehicle Location Tracking Device (VLTD) is to be installed for GPS tagging ofall vehicles used for transporting of foodgrains in the Public Distribution System. Accordingly, the Transporters are required to install and maintain with Vehicle Location Tracking Device (VLTD) in the vehicles at their own cost. The details of the empanelled Agency/Vendors appointed for this purpose are available in the Transport Department website. i.e. odishatransport.gov.in and vltd.odishatransport.gov.in. The VLTD must be procured in accordance with the norms established by the State Transport Department (STA) and shall be installed in compliance with the specifications and standards available in the above websites. The Contractor should have sufficient VLTD on hand as backup, to be utilized for additional vehicles or in the event of technical problems arising in the already installed VLTD of the used vehicle. It will be the responsibility of the contractor to check the functionalities of each VLTD prior to installation intransport vehicles for transportation of foodgrains.

x. The Transport Contractor shall provide the information on day-to-day transport operation in the website in software developed by the Corporation. The contractor shall have computer, internet connectivity and trained computer personnel at his / her disposal for transmission of computerized data on day to day basis.

y. The cost of installation of “VLTD” and reporting in website is deemed to beincluded in the rate quoted by the bidder.

z. The Transport Contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the District Manager.

aa. If required so, the Transport Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation of foodgrains for release of his bills.

bb. The contactor has to obtain a license from Licensing Authority as per the Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement.

XXII. DISPUTERESOLUTION & JURISDICTIONOF THE COURT:

In the event of any dispute covering or arises out of this contract/agreement the jurisdiction of the court shall be at concerned revenue district & it is hereby expressly agreed that neither party shall be competent to bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.

DISPUTE RESOLUTION:

a. Any dispute or difference of opinion arising out of this Agreement or in connectionwith its implementation or execution, which cannot be settled amicably between the parties hereto through dialogue or discussion, shall be finally settled exclusively by Arbitration. The dispute shall be referred to the sole arbitration of a person to be appointed mutually by both the parties and arbitration shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment, modification or amendment thereto. The arbitration proceedings shall be conducted at Bhubaneswar only. Any award by the sole arbitrator shall be final and binding upon both parties thereto. The fee (if any) or expenses of the Arbitration proceeding shallbe borne by the parties equally.
b. It is expressly agreed& declared by & between the parties hereto that all amount due to the Corporation under this contract, if not paid in time, shall be recoverable under Odisha Public Demand Recovery Act-1962 (Odisha Act-1 of 1963) or through the competent civil court & shall bear interest @18% per annum fromthe date when such paymentfalls due up tothe date of final recovery. Besides criminalaction shall also be taken against the defaulting contractor in appropriate court of law by following the provisions of Law in force.
c. For all disputes apart from the matters at (a) above, the Hon'ble High Court of Orissa has got the exclusive jurisdiction to try the matter.

APPENDIX-I

GENERALINFORMATION

List of Rice Receiving Centre, Unit tagged and name and location of the Retail Centres.

District: JHARSUGUDA
BRAJARAJNAGAR MPL

Nameandlocationof RRC		*Unittagged to RRC	Commodities Handled(Fig.In Qtl.)		Schedule of Rate per Qtl.	Name and location of the retail centres of Unit tagged
Name	Location (Block/ULB)		Rice	Wheat		
BRAJRAJNAGAR MPL	BRAJRAJNAGAR MPL	FSD JHARSUGUDA	2670.33	0.00	32.35	All Retail Centers of BRAJARAJNAGAR MPL

* CSO-cum-District Manager shall mention whether Unit is covered in part or full by the RRC.

* CSO-cum-District Manager, Khurda & Cuttack shall demarcate the BMC &CMC respectively into 3 Units as BMC-1, BMC-2, BMC-3 & CMC-1,CMC-2,CMC-3as perthegeographicallocationoftheFPSdealersworkinginsidetheBMC&CMC area. They shall indicate the name & location of retail centres in each Unit separately.

APPENDIX–II

CHECKLISTDOCUMENT

STOBEUPLOADED

1	Letter of Proposal & Tender Submission Undertaking – ***Annexure-1***	
2	Particulars of the Bidder- ***Annexure-2***	
3	CapabilityCertificatefromtheBank(Inthemodelformatasat ***Annexure-3***)	
4	Certificateofexperienceontransportationoffoodgrains(Inthe model format as at ***Annexure-4***) OrUndertakingi nlieuoftheexperiencecertificate	
5	Affidavit mentioning that s/he / firm / company is neitherblacklisted nor convicted in any criminal or vigilance case(s) pendingagainst the Bidder (Inthe model format as at ***Annexure-5***)	
6	Affidavit declaring non-involvement in commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at ***Annexure-6***)	
7	Declaration on appointment as Level-II Transport Contractor with separate 02 vehicles ***[Annexure- 7 (a) & Annexure-7(b)]***	
8	Affidavitontendersubmissionandabidingbythetermsand conditions of tender (In the model format as at ***Annexure-8***)	
9	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate ofRegistration, as applicable	
10	RegisteredPowerofAttorneyinsubmittingthetenderpaperon behalfofthePartnershipFirm/Company	
11	StatementofBankaccountforthelast03monthsprecedingto publication of Tender Call Notice	
12	Copy of document in support of deposit of Tender Document Fee & EMD	
13	CopyoflastthreeyearsIncometaxreturnfortheAssessment Yearssuchas AY-2022-23,AY-2023-24 &AY-2024-25,copy of PAN Card& GST Registration Certificate.	
14	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under “The Carriage by Road Act’ 2007” & “The Carriage by Road Rule’ 2011”	
15	ListoftwoownedtransportvehicleswithcopiesofR.C.Books &validFitness Certificate	
16	AffidavitonuseofvehicleofPartnerorDirectorincaseof company/partnershipfirm	
17	AppendixIIdulyfilled in andsigned.	
18	Signed copy of corrigendum / Addendum if any as per Clause-2(xxiv)(f)	

N.B:

1. The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the bidder shall be treated as disqualified in TECHNICAL BID.
2. It is the responsibility of the bidder to upload all the required supporting documents as detailed in this tender documents failing which his/her bid shall be treated as non-responsive.
3. All documents to be self-attested by the Bidder and affidavits are tobe submittedin original.

Place:

Date:

Signatureof bidder/authorizedperson

Name:

Seal:

APPENDIX-III

InformationonUnit-wiseRequirementofWorkExperience&SecurityDepositbasing on the Estimated Value of Contract

District: JHARSUGUDA
BRAJARAJNAGAR MPL

Figuresin Rupees

Sl. No.	Name of the Unit	WorkValueforExperience Certificate		Security Deposit	
		12.5%of Estimated Value of Contract in a Single contract	**25%** of Estimated Value of Contract in multiple contracts	**5 %** of Estimated Value of Contract in DD	**10 %** of Estimated Value of Contract in BG
1	BRAJRAJNAGAR MPL	259156.00	518311.00	103662.00	207324.00

Annexure-1

Letterof Proposal&TenderSubmissionUndertaking

(Tobesubmittedintheletterheadofthebidder)

To:

The Chairman, District Tender Committee,
Odisha State Civil Supplies Corporation Ltd.
JHARSUGUDA

Sir,

I/Wesubmitthee-tenderforappointmentasasLevel-IITransportContractorfor transportation of foodgrains from following RRC to Unit covering Retail Centres.

Sl. No.	Name oftheRRC	NameoftheUnitcoveringthe Retail Centres

1. I/We have thoroughly examined and understood instructions to bidders, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, Instructions to Bidders and those contained in general conditions of contractand itsappendixes, and schedulesand agree to abide by them. I/We offer to work at the rates given in the prescribed Bill of Quantities (BoQ) for all services mentioned in tender documents.
2. I/We agree to keep the offer open for acceptance up to a period so decided by the District Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time and I/We also agree that, if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
3. In the event of my/ our tender being accepted, I/We agree to furnish a securitydeposit as per terms of the tender.
4. I/Wedo hereby declare that the entries made in the tender and annexures/ schedules attached therein are true and also that I/We shall be bound by the act of my/our duly constitutedattorneyShri_____whose signature is appended hereto in the space specified for the purpose and of any other person who infuturemaybeappointedbyme/usinsteadtocarryonthebusinessofthe

concerned,whetheranyintimationofsuch changeisgiventotheDistrictManager, OSCSC Ltd. or not.

5. I hereby declare that no contract entered into by me, my Firm/Company with the Corporation or State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government, has been terminated before the expiry of the contract period at any point of time during the last five years.
6. I hereby declare that the Earnest Money Deposit and/or Security Deposit has notbeen forfeited or adjusted against any compensation payable, in the case of any contract entered into by me/my firm/company/us with Corporation or State/Central Government PSU State/ Central Government Agencies or State Government/Central Government during last 5 years.
7. I hereby declare that I have not been penalized in last 05 years by OSCSC Head Office or by District Manager of any district for any violation of the terms and contract, including inordinate delay in lifting/delivery of stock.
8. I hereby declare that I have not been convicted at any time by a Court of Law in any criminal / vigilance case.
9. Required documents as per ***Appendix-II (Checklist)*** are enclosed with this tender duly filled and signed.

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, Corporation shall have the right to disqualify him/her without giving any notice or reason without prejudice to the other rights like forfeiture of EMD or summarily terminate the contract with forfeiture of Security Deposit, as the case may be, and may take any other steps that the Corporation mayhave under the Contract and Law which includes debarment on participating in anytender of OSCSC for a period of 05 years.

Yoursfaithfully,

Signatureofbidder/ constitutedattorney

Capacityin which signing

Name :
Address :
Date :

Name,date ofbirth
And address of attorney :

Signatureofwitnesswith date :

Nameandaddress ofwitness :

Annexure-2

PARTICULARSOFTHE BIDDER

FOR APPOINTMENT OF LEVEL-IITRANSPORT CONTRACTORSFORTRANSPORTATIONOFFOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO RETAIL CENTRES.

Recent Photograph

1. Name ofthe bidder: _____
2. Name of Proprietor/ Partner/ Director: _____ (Names of all Directors/ Partners shall be mentioned)
3. Full Address of Registered Office (with Pin Code) _____ & PoliceStation_____Telephone No. _____
   Mobile No: _____
   FAX No.: _____
   E-Mail Address: _____
4. Full address of Operating/ Branch Office (with Pin Code): _____
   _____& Police Station _____
   Telephone No: _____
   _____Mobile No:
   _____
   _____FAX No: __
   E-Mail Address: _____
5. Name, Telephone no./ Mobile No./ Email address of Authorized officer/person to Coordinate with the office of the District Manager:_____
   _____
   _____

6. BankeroftheBidder:(AttachcertifiedcopyofstatementofA/cforthelastthree months)____

_____

7. Address & Telephone Numberof Banker: _____

_____

8. DetailsofTransportVehicles inthename oftheBidder.

Registration numberofvehicles	ValidFitness Certificate Number,ifany	TypeofHeavyvehicle

9. RegistrationNo. in the case ofCompany:_____

10. PANNo. & year of filing thelatestreturn: _____

11. GSTINNumberissuedbyGovt;-_____

12. Additional information, if any _____

(Attachseparatesheet,ifrequired)

Yoursfaithfully,

Signatureofbidderwith seal

Name :
Address :
Date :

Annexure-3

CapabilityCertificate

Bank:
Branch:

Phone No. .....
EMail .....
LetterNo. ..... Date.....

To
District Manager,
Odisha State Civil Supplies Corporation Ltd.
JHARSUGUDA.

This is to certify that to the best of our knowledge and information, Mr./Mrs.……residingat.....(Full address), a customer of our bank, in our opinion and based on the records produced, can beconsideredgood/worthuptoasumofRs.....(Rupees..... .....Lakhsonly)andhasfinancialabilitytomeettheexpensesupto the amount indicated above.

It is clarified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to you.

BranchManager/AuthorisedSignatory
(Seal & Signature)

(TheaboveCertificate to beissuedin Letter Headof theconcernedBank)

Annexure-4

Experience Certificate

Thisistocertifythatasperinformationavailableonrecord,M/s_____of _____(full address), is a transport contractor of this organization for transportation / handling & transportation of food grains by road for the period & work value as indicated below.

Sl. No.	Nature of work	Place of work	Product transported / handled &transpor ted	Agreement/ Contract/ Work OrderNo. & Dt.	Total period of contract (from ….to ……)	Financial Year	Volume of work handled (in MT)	Value of work executed(in Rs.)	Performance of the contractor	Remarks

OfficeSeal Seal& Signature ofAuthorisedOfficer

***Note:-**

a. Totaltransportation/handling& transportation charges whetherpaidorpayable is to be mentioned.
b. Strikeout whicheveris notapplicable.

(TheaboveCertificate to beissuedin Letter Headof theconcernedorganization)

Annexure-5

BeforetheExecutiveMagistrate/ NotaryPublicSri_____

AFFIDAVIT

I,Sri/Smt._____agedabout_S/o./ D/o./W/o._____ _____Proprietor/ Partner/ Director ofM/s._____At:_____ _____Po: _____, P.S:_____, Dist:_____ _____do hereby solemnly affirm and state as follows:

1) That pursuant to the Notice Inviting Tender dt. 26.10.2026_of OSCSC Ltd. for appointment of Level-II Transport Contractor for transportation of foodgrains, I/my firm/company am/is an intended bidder to participate in the said tender process.
2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted/debarred in any manner whatsoever by any State/UT and/or Central Government in India / any PSU 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 blacklisting shall not be in force till the submission of the bid, if awarded, prior to said five years.
3) That, I/my firm/company nor any of the director/s nor partner/s has been convicted by any court of law or any criminal/ vigilance cases pending against us before any forum.
4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. Jharsuguda District.
5) 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 tender or disqualify the bid without further notice.
6) Thatthe facts statedaboveare trueto thebest ofmyknowledgeandbelief.
7) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (xiii) of tender documents

Identifiedby me

Deponents

Advocate

Theabovedeponentbeingpresentbeforeme&dulyidentifiedby Sri_____Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

***Strikeoutwhicheverisnot applicable.**

ExecutiveMagistrate/
NotaryPublic_____

Annexure-

6(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

BeforetheExecutiveMagistrate/NotaryPublicSri_____

AFFIDAVIT

ISri_____,Agedabout_____,Son/Daughter/WifeofSri _____,Proprietor/Partner/Directorof_____, do hereby solemnly affirm and declare as follows.

Iamawareofthefact thattheterm 'Family'shall mean

i. Parent
ii. husband/wife,
iii. sons/daughters(includingadoptedchildren)andtheirspouse,
iv. Fullbloodsiblings(brothers& sistersfrom commonparents)and theirspouse. and

No person shall be appointed as Level-II Transport Contractor under this tender process, ifhe /she or any of his/her or the Director or proprietor or partner family members has a commercial interest in a business relating to Handling Contractor/ Level-II Transport Contractor / MDM Transport Contractor / SNP Transport Contractor /PEG Go- down Lessor and/or custom milling of rice for OSCSC Ltd. for the district and its neighboring district with common boundary for whichs/he intends to apply under this tender.

I am also aware that commercial interest shall include a business, partnership of company for the operation as Handling Contractor/ Level-II Transport Contractor / MDM Transport Contractor / SNP Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the district and its neighboring district with common boundary for which s/he intends to apply under this tender.

I further declare that I or following members of my Family are having common Commercial interest in the following districts in the State of Odisha.

Sl. No	Bidder self/MyFamilyMembers		Operating district	Operating Business	Operating Biennial Year
	Name	Relation			

Thistableisapplicableifthebidderishavingself/anyofhis/herfamily members having commercial interest

OR

I declare that I/ any of my family member/Partner(s) along with his/her/their family members/Director(s) along with his/her/theirfamily members have no commercial interest with any Handling Contractor/ Level-II Transport Contractor / MDM Transport Contractor / SNP Transport Contractor / PEG Go-down Lessor and/or custom milling of rice for OSCSC Ltd. for the district and its neighboring district with common boundary for which s/he intends to apply under this tender.

***** The above paragraph is applicable if the bidder self / any of his/her family members having no commercial interest.***

I also declare that once awarded the contract, I will carry out the operations on my own and no part of the work will be sub-let officially or not.

If the above declaration is found false / not true during the scrutiny of tender or during the currency of the contract, I shall be liable for punishment for such breach of the contract and my agreement shall also be liable for termination. Apart from above, my EMD/Security Deposit shall also stand forfeited.

Identifiedby me

Deponents

Advocate

Theabovedeponentbeingpresentbeforeme&dulyidentifiedbySri, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent ExecutiveMagistrate/PublicNotary

(TheaboveAffidavitshallbemadeinaNon-JudicialStampPaperworthRs.10/-)

N.B.:*In caseofCompanyorPartnershipFirmalltheDirectorsorPartnersasthecasemay be, shall submit separate affidavit by each Director or Partner*.

Annexure-7(a)

DECLARATION

ISri_____,Agedabout,Son/Daughter/Wifeof Sri _____,Proprietor/Director/Partnerof_____, do hereby undertake:

a) That I have thoroughly examined and understood instructions to bidders containedin the Tender Paper including subsequent corrigendum issued, terms & conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders i.e (those contained in generalconditions of contract and its appendices and schedules) and agree to abide by them.

b) That I hereby undertake that on our selection in more than one units I shall submit details of separate vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) for each unit in case of Level-II Transport Contract and the details of separate vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) for district for Level-I Transport Contract if applicable as required under tender terms and conditions.

c) On myfailure to submit the additional vehicledetails as per ClauseNo.3.2, action as deems fit by the Competent Authority may be initiated against me.

Place: Signature ofthebidder

Date: Nameofthebidder:

Annexure-7(b)

DECLARATION

ISri_____,Agedabout,Son/Daughter/Wifeof Sri _____,Proprietor/Director/Partnerof_____, do hereby declare that I have applied/ been appointed as the Level-II Transport Contractor in the following Units & applied/ been appointed as the Level-I Transport Contractor in following districts. I have mentioned the registration numberof 02 (two) vehicles installed with GPS enabled Vehicle Location Tracking Device (VLTD) against each Unit/District as indicated below.

Level-II operation				
SL. No.	Name&Location of the Unit	District	WhetherApplied / Appointed(Put 'V'mark)	RegistrationNo. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
Level-I operation				
Sl. No.	Districtname		WhetherApplied / Appointed(Put 'V'mark)	RegistrationNo. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.

N.B. Attachseparatesheet, ifrequired.

I am aware of the fact that separate tender paper to be submitted for each Unit for Level-IIoperation,whichrequiresof02(two)separatevehiclesinstalledwithGPS

enabled Vehicle Location Tracking Device (VLTD)for each tender, excluding the vehicles already considered for appointment as Level-I Transport Contractor in any district.

I do hereby declare that I have not applied/ intend to apply for any other Units as Level-II Transport Contractor & applied/ been appointed for any other districts as Level-I Transport Contractor besides the Districts & Unit/Units declared above.

If the above declaration is found false / not true during the scrutiny of tender or the currencyof the contract, I shallbe liablefor punishmentfor such breach of the contract as per Clause-2 (xiii) of tender documents.

Place: Signature ofthebidder

Date: Nameofthebidder:

Annexure-8

BeforetheExecutiveMagistrate/ NotaryPublicSri_____

AFFIDAVIT

I, Sri/Smt._____aged about____

_____S/o./D/o./W/o._____

_____Proprietor/Partne r/ Director of M/s.

_____At-_____Po-

_____,P.S-_____,Dist-_____do

hereby solemnly affirm and state as follows:

1) That pursuant to the e-tender call notice dt.26.10.2026 of OSCSC Ltd. for selection and appointment of level-II transport contractor for transportation of for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS)in the State of Odisha,I/my firm/company am/is a bidder and I am participating in the said tender process.
2) That I/We have thoroughly examined and understood instructions to bidders contained in the e-tender No.5017 Dated..26.10.2026 and subsequent corrigendum issued, terms & conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders i.e. (those contained in general conditions of contract, its appendixes, and schedules) consisting of _____pages and agree to abide by them.
3) That I/we hereby agree to submit and upload digitally Appendix-II and Annexures (1to 8)only.Andtheoriginalof the documentswillbe producedbeforethetender committee as specified in the NIT.
4) That this affidavit is submitted for transportation of foodgrain for Brajarajnagar Municipality .
5) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (xiii) of tender documents.

Identifiedby me

Deponents

Advocate

Theabovedeponentbeingpresentbeforeme&dulyidentifiedby Sri___, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent ExecutiveMagistrate/PublicNotary

(TheaboveAffidavitshallbemadeinaNon-JudicialStampPaperworthRs.10/-)

PART–II

SAMPLE FINANCIAL BID

DISTRICT: JHARSUGUDA

I N ST R U C T IO N S

a) Rate for transportation shall be mentioned for RRC-Unit (Block/ULB) combination as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.

b) Rate shall be quoted for transportation of CMR from RRC-Unit (Block/ULB) combination at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).

c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.

d) Bidders are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.

e) Multiple BoQ submission for a specified RRC-Unit (Block/ULB) combination by bidder shall lead to rejection of tender.

f) **Instruction for Filling-up of BoQFormats:-**The details of instruction for filling-up of BoQ format is given as under.

Thedetails ofinstructionfor filling-upofBoQformatisgivenasunder.

1. Thebidderisrequiredto followtheSoRmentioned inthetenderdocument.
2. TheSoRhasbeenreflectedintheBoQ formatinthetextrow.
3. The bidders are required to fill-up the BoQ format in the active cells only.
4. The bidder is required to move its cursor to the row mentioned as ‘Quoted Rate in Figures’ and then move to the select option to choose any one of the drop- down box i.e. ‘excess’ or ‘less’.
5. Then the bidder shall move to the next column i.e. ‘Percentage rate’ to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.

7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs toquote 0%inthe desired columnonselectingeither‘excess’or ‘less’inthe drop-down box.
8. In case the bidder fails to quote any percentages in the desired active cell orleaves the cell as blank, then the bid shall be treated as non-responsive bid or cancelled bid.
9. The rate to be quoted in percentile only in the prescribed ‘BoQ’ format only. Such percentile quoted in the desired column shall be the decision factor to find out the L1bidder inthe tendering process.The rate quoted otherthan the BoQformat shall not be considered at this end.
10. Any further clarification as willbe required by the bidder during the bidding process or during filling up of BOQ format, may contact the Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQ template is given below for reference only
11. The**‘BOQforLevel-II’** templateisgivenasunderforreference.

Validate Print Help **Percentage BoQ**

Tender Inviting Authority: CCSO/CSO-CUM-DISTRICT MANAGER _____(TO BE FILLED UP BY THE DISTRICT)

Name of Work: Selection and appointment of 'level-II' contractor for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) _____ to _____ Unit (Block/ULB) Retail Centre (FPS).

TENDER NO._____/DATE_____(TO BE FILLED UP BY THE DISTRICT)

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Choose Excess / Less	Quote Percentage
1	Transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS)		
1.01	RRC-_____TO UNIT-_____		
Quoted Rate in Figures		Select	

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
*****

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W, dated, 5.12.17

Sub: **Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. **Banking arrangement:**

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :**

a) The bidders have to log onto the Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt.23.07.2013.

c) Electronic payment of tender paper cost and EMD : Then the bidders have to select and submit the bank name as available in the payment options :

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **'Bid ID'** generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper:

a) **Cost of Tender Paper** : In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure- I.**

7. **Settlement of Earnest Money Deposit on submission of bids:**

a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. **Forfeiture of EMD :**

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D.A.G., Puri as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. **Role of the Banks:**

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.gov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury :

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suomoto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.

E.I.C-cum-Secretary to Government

(P.T.O.)

Memo No. 17255 /W, dated, 5.12.17

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17256 /W, dated, 5.12.17

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance for information and necessary action.

5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17257 /W, dated, 5.12.17

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17258 /W, dated, 5.12.17

Copy forwarded to EIC (Civil), Odisha, Bhubaneswar / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17259 /W, dated, 5.12.17

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17260 /W, dated, 5.12.17

Copy forwarded to the Director, Treasuries & Inspection, Odisha, Bhubaneswar for information and necessary action.

5/12/2017
FA - cum- Addl. Secretary to Government

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The *payment* towards the **cost of Tender Paper,** in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.	I. In case of tenders of Government Departments, amount towards **Earnest Money Deposit** on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.
	II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards **Cost of Tender Paper** on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called	I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's

	e-FPB of respective designated banks at Bhubaneswar on T+1 day.	account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.
	II. The **Paper cost** will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.	II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

LEVEL-II AMENDMENT

BRAJRAJNAGAR MUNICIPALITY

Existing Clause	Existing Provision	Modification
Security Deposit Clause No. 7	**LEVEL-II** 7.1.1 A sum of Rs. 1.75 Lakhs or a sum equivalent to 5% of the estimated value the contract as Indicated at APPENDIX-III, whichever is higher, inform of Demand Draft issued in favour of the District Manager, OSCSC Ltd., Jharsuguda. 7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 10% of the estimated value of the contract as indicating at APPENDIX-III, whichever is higher, in form of irrevocable and unconditional Bank Guarantee issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Jharsuguda, which shall be enforceable till six months after the expiry of the contract period.	7.1.1 A sum of Rs. 1.75 Lakhs or a sum equivalent to 2.5% of the estimated value the contract as Indicated at APPENDIX-III, whichever is higher, inform of Demand Draft issued in favour of the District Manager, OSCSC Ltd., Jharsuguda. 7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 2.5% of the estimated value of the contract as indicating at APPENDIX-III, whichever is higher, in form of irrevocable and unconditional Bank Guarantee issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Jharsuguda, which shall be enforceable till six months after the expiry of the contract period
Quoting of Rates Clause-10	**10.4 (Level-II)** :- Quoting of same rates (L1 only) by more than one bidders could be constructed as an exceptional circumstance. In such cases, the bidder having highest average annual turnover (furnished at Annexure-4 as per clause No. 4.2) during last three financial years i.e 2021-22, 2022-23 & 2023-24 shall be considered for deciding the successful bidder. If the average annual turnover during last three financial years happens to be same, in such case bidder having highest financial capability (furnished at Annexure-3), shall be considered for deciding the successful bidder.	In case of multiple bidders quoting the lowest service charges (rate), Lowest (L1) bidder shall be selected through a transportation system of lottery.
Period of Contract Clause-VIII	a. The contract shall remain in force from the date of execution of agreement till 31st March'2027 or such later date as may be decided by the District Manager with the approval of the Collector.	a. The contract shall remain in force from the date of execution of areement till 31st March'2027 or such later date as may be decided by the District Manager with the approval of the Collector.
Period of Contract Clause - VIII	b. The District Manager with the approval of the Collector reserves the following rights. i. To extend the period of contract for 03 (three) months beyond the original contract period on the same rates, terms & conditions and to further extend beyond 03 (three) months on mutual consent. However, if OSCSC Head Office requires to extend the agreement period with the intervention of court by virtue of an order (Interim/ Final) passed in a writ petition filed by the existing contractor request for enhancement of any charges for such extending	b. The District Manager with the approval of the Collector reserves the following rights. i. To extend the period of contract not more that 50% of the original contract period with the approval of next higher authority subject to satisfactory performance and in case of need. ii. To terminate the contract at any time in case of non-satisfactory performance or violation of the contract by giving 2 (two) months notice in writing to the contractor

	period cannot be entertained in the absence of competitive price. ii. To terminate the contract at any time during its currency without assigning any reasons therefore by giving a 15 days notice in writing to the contractor at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination. In such an event the transport contractor shall render complete account of CMR/ any other foodgrains and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the District Manager.	at their last known place of residence / business and the contractor shall not be entitled to any compensation by reason of such premature termination. In such an event the transport contractor shall render complete account of CMR/ any other foodgrains and any other information / documents in his custody and also arrange to complete that particular assignment as per the direction of the District Manager.

21/02/24

CSO-cum-District Manager
OSCSC Ltd., Jharsuguda

Annexure- A

GOVERNMENT OF ODISHA

FINANCE DEPARTMENT

***

No. 18194 /F Date 18.06.2025

FIN-COD-MISC-0007-2019

OFFICE MEMORANDUM

Sub: Ready Reckoner on recent amendment to Odisha General Financial Rules, 2023

Finance Department has recently amended Odisha General Financial Rules, 2023 vide FD Office Memorandum No 16832/F, dated 04.06.2025. For ease of reference, the amendments made are furnished below as a Ready Reckoner.

Sl. No	Rule	Earlier provision	Amended Provision
		Substantive Amendments	
1	170 (ii)	**Prior concurrence of Finance Department** is required in case tendered value of a works contract exceeds the estimated cost by 10% or more in respect of works costing **Rs 5.00 Crore or more.**	**Approval of next higher authority** is required in case tendered value of a works contract exceeds the estimated cost by 10% or more in respect of works costing **Rs 50.00 Crore or more.** Concurrence of Finance Department is not required in such cases.
2	202 (xv)	New Provision	Categorisation of procurement has been made into procurement of Goods, Services (Consultancy and Non-consultancy / Outsourcing of services) and Works to facilitate Procuring Authority to select the format of Model Bidding Document, conditions of procurement, etc. Further, procurement of IT Projects is to be treated as procurement of consultancy services.

3	204 (xviii)	Awarding extra/additional quantity beyond the original ordered quantity	In exceptional circumstances, the procuring authority may award extra/additional quantity in excess up to ten per cent of the original ordered quantity. For awarding extra/additional quantity between ten percent and fifty percent of the original ordered quantity, procuring authority shall justify the same and obtain approval of next higher authority. **Procuring extra/additional quantity beyond 50% of the original tendered quantity is not permissible.** This is applicable for goods, consultancy services and non-consultancy services.
		Award of contract in case of 'Bunch Bid'	In case of contract for multiple items i.e., "Bunch Bid", criteria for selection of L1 bid (i.e., whether procurement order will be placed with one bidder on the basis of aggregated cost of all items taken together as a whole or procurement order will be placed with more than one bidders to supply different items on the basis of cost of individual items) shall be clearly spelt out in the RFP.
4	204 (xix)	If a special situation arises, where the lowest evaluated responsive bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered on the next higher responsive bidder (s) at the rate offered by the lowest evaluated responsive bidder, after obtaining specific approval from the competent authority on the	In case, the procuring authority is satisfied that one bidder cannot supply the full quantity due to time constraints, capacity constraints, etc., then the procurement contract may be placed with **multiple bidders (not more than 5) at L1 rate with approval of next higher authority.** Provision of such parallel contract shall be clearly spelt out in the RFP, mentioning the number of bidders to whom order will be placed along with percentage of order to be placed to each such bidder. **This provision shall be invoked in rare**

		specific recommendation of the respective purchase committee.	cases with prior concurrence of Finance Department.
5	204 (xxii)	New Provision	"Single Bid" has been defined as:- i. When only one eligible / technically qualified bid is received; ii. When multiple bids are received but only one bid is found to be eligible/technically qualified.
6	213 (i)	Performance security should be for an amount of **five to ten per cent** of the value of the contract.	Performance security should be for an amount of **three to five per cent** of the value of the contract. Note: The value of contract implies the amount of contract awarded to the successful bidder. In case of award of contract to more than one bidder, the **Performance Security to be paid by each shall be calculated on the proportionate value of the contract awarded to each such bidder.**
7	223 (vii)	Whenever there is an urgency / emergent need for procurement of goods at a short notice, in such cases, full justification for relaxation of the prescribed minimum time shall be recorded in the file and approval of the next higher authority and in case of the Administrative Department, **concurrence of Finance Department shall be obtained.**	Whenever there is an urgency / emergent need for procurement of goods at a short notice, full justification for relaxation of the prescribed minimum time shall be recorded in the file and approval of the next higher authority shall be obtained. When the procurement is at the level of Administrative Department, Administrative Department shall be competent to take a decision. However, **minimum time cannot be reduced to less than 7 clear days.**
8	241	Short listing of Consultants: On the basis of responses received from the interested parties as per Rule-240, consultants meeting the requirements shall be short listed for further consideration. The number of	Shortlisting of Consultants: On the basis of responses received from interested parties as per Rule-240, consultants meeting the requirements shall be shortlisted for further consideration.

		short-listed Consultants shall not be less than three.	
9	256 (v)	New Provision	Contract period for outsourcing of non-consulting services shall not be open-ended. The tenure of the contract shall have a fixed duration and clearly mentioned in the RfP document, agreement, work order, etc. In case of non-satisfactory performance or violation of terms and conditions of the contract, the contract can be terminated at any time by giving 2 months' notice. **Subject to satisfactory performance, and in case of need, the contract can be renewed for not more than 50% of the original contract period, with approval of next higher authority.** When the contract is being executed at the level of Administrative Department, Administrative Department shall be competent to take a decision. Fresh tender shall be invited well ahead of the completion of the contract period.
10	261A	New Provision	(i) Procurement of Non-Consulting Services, up to Rs 25,00,000/-, on each case may be made on the recommendation of a duly constituted Local Purchase Committee consisting of 3 members. (ii) The committee shall identify the appropriate supplier for supply of the required service. There will be no need to invite quotations or tenders for such supply. **Note: There was no provision for procurement of non-consulting services through LPC. To simplify procurement, this provision has been added.**

11	264 (iv)	New Provision	Note 1: In case of multiple bidders quoting the lowest service charge, L1 shall be selected through a transparent system of lottery. Note 2: While calculating the service charge, statutory dues including (but not limited to) EPF, ESI, GST, etc. shall not be included in the price.
		Enhancement in Financial Limit	
12	220	Maximum Limit of Direct Purchase for goods: **Rs. 25,000/-**	Maximum Limit of Direct Purchase for goods: **Rs. 50,000/-**
13	221	Limit for Purchase through Local Purchase Committee for goods: **Rs. 25,000/- to Rs. 1,50,000/-**	Limit for Purchase through Local Purchase Committee for goods: **Rs. 50,000/- to Rs. 3,00,000/-**
14	223	Limit for Purchase through Advertised Tender Enquiry for goods: **Rs. 10,00,000/- and above**	Limit for Purchase through Advertised Tender Enquiry for goods: **Rs. 25,00,000/- and above**
15	224	Limit for Purchase through Limited Tender Enquiry for goods: **Up to Rs. 10,00,000/-**	Limit for Purchase through Limited Tender Enquiry for goods: **Up to Rs. 25,00,000/-**
16	240(i)	Limit for Procurement of Consulting Services through Limited Tender Enquiry: **Up to Rs 25,00,000/-**	Limit for Procurement of Consulting Services through Limited Tender Enquiry: **Up to Rs 50,00,000/-**
17	240 (ii)	Limit for Procurement of Consulting Services through Advertised Tender Enquiry: **Above Rs 25,00,000/-**	Limit for Procurement of Consulting Services through Advertised Tender Enquiry: **Above Rs 50,00,000/-**

18	262 (i)	Limit for Procurement of Non-Consulting Services through Limited Tender Enquiry: Up to Rs 10,00,000/-	Limit for Procurement of Non-Consulting Services through Limited Tender Enquiry: Above Rs 25,00,000/- and up to Rs 50,00,000/-.
19	262(ii)	Limit for Procurement of Non-Consulting Services through Advertised Tender Enquiry: Above Rs 10,00,000/-	Limit for Procurement of Non-Consulting Services through Advertised Tender Enquiry: Above Rs 50,00,000/-
		Simplification of Existing provisions including Clarifications	
20	199	Applicability of rules in procurement of goods and services	In cases where the procurement to be made is a combination of procuring goods, and services, the procurement should be categorised based on the major component of such procurement.
21	202 (xii) & (xiii)	The procuring authority should procure goods or services either through open tender or any authorized electronic platform such as e-procurement portal of the State, GeM platform, MSTC platform etc. by adhering to the above fundamental principles. The procuring authority shall decide the mode of procurement i.e open tender or e-procurement platform viz. e-procurement portal of the State, GeM platform, MSTC platform etc. as follows: (a) If the goods or services are to be procured from e-platform, Reverse Auction (RA) and Analytics tools available on such platform shall be mandatorily used to ensure reasonableness of price.	The procuring authority should procure goods or services either through open tender or through any authorized electronic platform such as e-procurement portal of the State, GeM platform, MSTC platform etc. by adhering to the fundamental principles of Public Procurement. **Provided that** procurement through Government e-Market Place (GeM) or through any electronic platform shall be guided by specific guidelines issued by Finance Department from time to time.

		(b) In case the procuring authority decides to procure the goods or services through open tender. simultaneous bidding on e-platform may be made to ascertain the reasonableness of price. (c) However, simultaneous bidding on e-platform may not be resorted to in case the procurement is urgent in nature or if the procuring authority is of the view that simultaneous bidding will not add value to the price discovery process. In such cases approval of next higher authority is mandatory.	
22	204 (xv)	Evaluation of bids	Evaluation of bids shall be made by excluding applicable taxes.
23	214	Bidders participating in the tender must be registered under GST (OGST) Act, having a valid GSTIN.	Bidders participating in the tender must be registered under GST Act, having a valid GSTIN.
24	216	E-Publishing: It is mandatory for all Departments of the State Government, their attached and Subordinate Offices and Autonomous / Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on e-procurement portal of State Government. They may also publish the same in their Departmental or other website of the State Government.	E-Publishing: It is mandatory for all Departments of the State Government, their attached and Subordinate Offices and Autonomous / Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on e-procurement portal of State Government. Alternatively, they may publish the same in their Departmental or other website of the State Government. **Note: Now it is not mandatory to publish tender enquiries, corrigenda, etc. on e-procurement portal of the State.**

25	219	The list of registered suppliers for the subject matter of procurement be exhibited on the websites of the procuring entity/e-procurement portal.	The list of registered suppliers for the subject matter of procurement be exhibited on the websites of the procuring entity/e-procurement portal. Procuring authority may also use the updated list of registered suppliers available on official websites of any other procuring entity of State Government. It shall be ensured that such lists do not contain any supplier (s) who are debarred from bidding by any Department of the State."

This Ready Reckoner is only for the purpose of easy understanding of the recent amendments made. In case of any discrepancy between the contents of the actual amendment made vide FD Office Memorandum No. 16832/F, dated 04.06.2025 and this Ready Reckoner, provisions of the said OM shall prevail over the content of this Ready Reckoner.

(Saswata Mishra) 18-06-2025

Principal Secretary to Government

Memo No. 18195 /F Date 18.06.2025

Copy forwarded to OSD to DC-cum-ACS to Government / P.S. to Additional Chief Secretary to Government/ P.S. to Principal Secretary to Government/ P.S. to Commissioner-cum-Secretary to Government/ P.S. to Secretary to Government (All Departments) for kind information of DC-cum-ACS to Government / Additional Chief Secretary to Government/Principal Secretary to Government/ Commissioner-cum-Secretary to Government/ Secretary to Government (All Departments).

18/06/2025

Under Secretary to Government

Memo No. 18196 /F Date 18.06.2025

Copy forwarded to All Heads of Departments / All Revenue Divisional Commissioners/ All Collectors /All SPs/ All Financial Advisors / All Assistant Financial Advisors /All Treasury Officers/All Special Treasury Officers /All Sub-Treasury Officers/Accountant General (G & SSA) Odisha, Bhubaneswar / Accountant General (E&RSA), Odisha, Bhubaneswar/ Accountant General (A & E), Odisha, Bhubaneswar for information and necessary action.

18/06/2025

Under Secretary to Government

Memo No. 18197 /F Date 18.06.2025

Copy forwarded to all Officers/ all Branches of Finance Department for information and necessary action.

18/06/2025

Under Secretary to Government

Memo No. 18198 /F Date 18.06.2025

Copy forwarded to Commissionerate of CT & GST, Odisha / Directorate of Treasuries & Inspection, Odisha / Odisha Sales Tax Tribunal/ Directorate of Local Fund Audit, Odisha/ Controller of Accounts, Odisha/ Madhusudan Das Regional Academy of Financial Management, Odisha for information and necessary action.

18/06/2025

Under Secretary to Government

Memo No. 18199 /F Date 18.06.2025

Copy forwarded to Shri Tapan Kumar Pattanaik, Sub-Nodal Officer (E-Gazette), FID, Finance Department for kind information and necessary action.

It is requested to upload this letter in the official website of Finance Department.

18/06/2025

Under Secretary to Government