Annexure-II

Office of District Manager
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Dhenkanal (District)
Phone: 9438200039
District Website : dhe.districtmanager@gmail.com

Tender No. 417 Dt. 12.03.2026

District Manager, Odisha State Civil Supplies Corporation Ltd, Dhenkanal **(District)** invites tenders in Double Cover System through **ONLINE MODE ONLY** for the works below:

1	Name of the work	Selection and appointment of **Handling Contractor** (Labour Works) for Handling of Foodgrains (Rice, Wheat etc.) at the RRCs in the district of the State of Odisha
2	Availability of bid document in the portal	From 13.03.2026 (Date)
3	Last Date / Time for receipt of bids in the portal	dt. 30.03.2026 up to 5.00..... (AM/PM).
4	Date/Time of Opening of Technical Bid	dt. 31.03.2026 up to 11.00..... (AM/PM).
5	Name and address of the Officer Inviting Tender	District Manager, OSCSC Ltd, Dhenkanal (District)

Tender Documents & other details can be seen from the e-procurement portal www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in along with district website. Amendments / corrigendum / cancellation / retenders etc. if any shall be published only in above websites.

12/3/2026

District Manager
OSCSC Ltd. Dhenkanal

NOTICE INVITING TENDER

Office of District Manager

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

Dhenkanal (District)

Phone:

TENDER No. 417 **Dated:** 12.03.2026

Cost of Tender Document :- Rs.11800/- Inclusive of GST.

Online Tenders are invited from eligible bidders for selection and appointment of Handling Contractor (Labour works) for handling of food grain (Rice, Wheat etc) at all the Rice Receiving Centres (RRCs) (except in those PEG godowns where godown owner is undertaking handling work) of Dhenkanal district.

1	Availability of tender documents	From Date 13.03.2026 Downloadable from website: www.oscsc.in, www.foododisha.in & www.tendersodisha.gov.in
2	Date, time and venue for pre-bid conference.	On dt 16.03.2026 At. 11.00 A.M. Place O/o. CSO-cum-DM, OSCSC Ltd., Dhenkanal At- Mahisapat, Dhenkanal
3	Last date and time for **online** submission of completed Tender Documents with enclosure	Through e-Procurement Portal: www.tendersodisha.gov.in Up to [illegible] of dt. 30.03.2026
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt 31.03.2026 at 11.00 a.m Place Collectorate, Dhenkanal
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt. 31.03.26 at 11.30 a.m ...Place Collectorate, Dhenkanal
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	.....Collectorate, Dhenkanal.....
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 Manager :-No. 9438200039 Accounts Head . No. 9583756544 (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.

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2. District Tender Committee reserves the right to cancel any/ all of the tenders at any time without assigning any reason thereof.
3. Further details can be obtained in the website www.tendersodisha.gov.in.
4. The bidder must deposit Tender Document Fee and EMD at the time of submission of tender through online payment gate way service.
5. Any amendment/ cancellation/ re-tender/ corrigendum please refer to the website www.tendersodisha.gov.in, www.oscsc.in & www.foododisha.in.

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SAMPLE TENDER PAPER

(Handling Contractor)

OFFICE OF THE DISTRICT MANAGER
ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
DHENKANAL DISTRICT.

Tender No. 417 /Date 12.03.2026

TENDER DOCUMENTS

Cost of Tender Paper – Rs. 11800/- (Rupees Eleven Thousand Eight Hundred only) inclusive of GST.

INVITATION TO TENDER & INSTRUCTION TO BIDDERS

FOR

APPOINTMENT OF HANDLING CONTRACTOR (LABOUR WORKS) FOR HANDLING OF FOODGRAINS (RICE, WHEAT etc) AT ALL THE RRCs(EXCEPT IN THOSE PEG GODOWNS WHERE GODOWN OWNER IS UNDERTAKING HANDLING WORK)OF DHENKANAL DISTRICT IN THE STATE OF ODISHA.

1. **GENERAL INFORMATION**

1.1 Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.) intends to appoint handling contractor (labour works) for handling of foodgrains at all the RRCs(except in those PEG godowns where godown owner is undertaking handling work) of Dhenkanal district of the State of Odisha.

1.2 The bidders shall be fully acquainted with the number of RRCs operated in the district & past trend of handling of foodgrains at those RRCs. The bidder may go through the number of RRCs operated in the district & quantity of foodgrains handled in those RRCs in the year 2024-25 as at **APPENDIX-I.**

1.3 The quantity of foodgrains to be handled in the year 2025-26 & 2026-27may vary as per the allotment of such foodgrains by Govt. of Odisha and procurement in the districts. Moreover, the existing RRCs can be relocated in addition to or in place of existing RRC as per the requirement and availability of suitable godowns. In such a situation, the contractors shall be bound to perform all the services/duties and execute all the works as per terms and conditions

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and rates of contract. They shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise due to increase/decrease in the number of RRCs, or handling volume, or any discrepancy in the size and location of RRCs found later on, or on the ground that theworkers employed by him are demanding higher rates of wages if load involved in certain operation(s) is more or the bags to be handled are heavier.

1.4 The Bidders must get themselves fully acquainted with the handling operation to be taken up at RRCs, their size & locations, quantum of workandprevailing conditions at RRCs relating to matters such as Labour Union, rates of handling charges of the labours at godowns of the Corporation, hired godowns as well as CWC/OSWC,all statutory dues payable to labours etc. before submission of tender and rates quoted by them for various handling operations as mentioned below shall be deemed to have been done after such acquaintance.

1.5 Handling operations required to be performed under the contract have been categorized in two parts viz. Part-I Receipts/Dispatch services and Part-II other services.

Part – I Receipt/Dispatch services –

a) Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads/change of headloadorwherever necessary by using hand-trolleys, carts etc. andstack should be formed in block wise for easy counting inside the godown. The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.

b) Carrying the procured stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads/change of headloador wherever necessary by using hand-trolleys, carts etc. and stack should be formed in blockwise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgor as per direction of DoFPD issued from time to time.

c) Stack breaking, carrying the stock by head-loads/change of headloador wherever necessary by using hand-trolleys, carts etc. and loading to the

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vehicle of Level-I or Level-II or State Level Transport Contractor of OSCSC Ltd. or any other Transport Contractors.

The contractor shall arrange required number of labours for quick handling operation.

Part – II Other services as and when required – Collection of spillage foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weighment etc. asindicated in detail at **Clause- XX of Technical Bid** shall be rendered by the contractor without payment of any separate remuneration for such services.

1.6 The Corporation has prescribed rates for each of the service described in Part – I which are shown in the FINANCIAL BID (Schedule of Rates) annexed to the form of Tender. No separate remuneration shall be paid for the services described in Part – II. The bidders are required to quote rates for all the services as per BoQ format.

1.7 **In case the rates are quoted in a manner other than mentioned above, the tenders are liable to be rejected.** The bidders should not incorporate any condition in the tenders as conditional tenders will be summarily rejected.

1.8 Original documents as per the Checklist ***(APPENDIX-II)*** shall be produced by the bidder on the date and time of opening of tender paper or date and time as decided by the District Tender Committee.

1.9 The bidder has to submit the Appendices & Annexures with seal and signatures on each and every page.

1.10 The bidder shall read all the instructions and guidelines carefully before filling up the all the Schedules / Annexures, Documents of tender papers and submitting the same so that there will be no ambiguity later on.

1.11 **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 hereunder shall be construed as violation of the agreement.**

1.12 The Bid 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**.

1.13 The validity period of bid will be 180 days inclusive of date of opening of tender.

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2. Submission of Proposal (On-line):

i. **Online Bidding Process:** The tender documents uploaded by the Tender Inviting Authority (TIA) in the website www.tendersodisha.gov.in will appear in the 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 as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website. Potential bidders participating in the bidding process will be required to submit a detailed Technical Bid & Financial Bid in response to the Tender Call Notice.

ii. **Special Instructions to the Bidders for the e-submission of the online bids through this e-Procurement Portal**

a. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/IDRBT/ MtnlTrustline/ Safe Scrpt/ TCS.

b. Bidder then logs into the portal giving user id / password chosen during enrolment.

c. The e-token that is registered should be used by the bidder and should not be misused by others.

d. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.

e. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

f. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the required documents as per the Appendices

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& Annexures with seal and signatures on each and every page otherwise, the bid will be rejected.

g. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

h. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS formats. If there is more than one document, they can be clubbed together.

i. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

j. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

k. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

l. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

m. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

n. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

o. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission

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of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder.

p. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

q. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

r. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

s. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

t. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

u. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

v. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

iii. **Submission of Tender:** For submission of Tenders through the e-Tender Portal: www.tendersodisha.gov.in, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria

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and qualification information. If required, the TIA reserves the right to invite the bidders 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 75-100 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 annexures and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (printable in A4 size paper) to the portal in the designated locations of Technical Bid. The bidder will fill up the rates/financial quotes 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 rate anywhere in the Bid documents other than the designated location of Financial Bid (as prescribed in the specified location only in the protected Bill of Quantities online BoQ in ".xls" format) by the bidder shall result in disqualification of the bidder. Use of DSC of appropriate class shall effect submission of documents.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 in the Tender Document. The bidder needs to upload the required documents, annexures for consideration of his tender. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender. Furnishing scanned copy of all required documents is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.

iv. **Online Deposit of Tender Fees & Earnest Money Deposit:** The bidder shall deposit the Tender Fees & Earnest Money Deposit at the time of submission of tender through online payment gate way service, following to the process as per Works Department Office Memorandum vide Letter No.17254 dated 05.12.2017 (Copy of the Office Memorandum is attached).

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v. **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.

vi. **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. 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.

vii. **Modification and Withdrawal of Tenders:** In the e-Tender Portal: www.tendersodisha.gov.in, 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 or traffic 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, the bidder has to furnish a letter for its withdrawal with appropriate reasons, addressing to the Tender inviting Authority and the same scanned document need to be uploaded to portal in the respective tender before the closure date and time of receipt of the tender. The system shall not allow any withdrawal after expiry of the closure time of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the Earnest Money Deposit will be forfeited.

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viii. **Opening Of Tenders:** The tender will be opened through e-tender Portal: www.tendersodisha.gov.in, on the mentioned location,date and time 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. The bidders who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Bidders are not required to be present during the tender opening to witness the process. 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. If the date of opening of tender happens to be a holiday, the tender will be opened at the same time on the next working day following the holiday. 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 Earnest Money Deposit or Security Deposit as the case may be. 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.

ix. **Format of the Tender:** The Tender shall be submitted in two parts:

(a) Part I : Technical Bid

(b) Part II : Financial Bid

a. **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.***

b. **Contents of Financial Bid:**

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i. 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)**.

ii. The bidder shall submit the financial bid online.

iii. 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.

x. **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, Tender Inviting Authority 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 Tender Inviting Authoritymay have under the Contract and Law which includes debarment on participating in any tender of OSCSC for a period of 05 years.

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

a. Tender Inviting Authorityshall hold a pre-bid meeting with the prospective bidders on Date 16.03.2026 at 11.00 a.m in the O/o CSO-cum-DM, OSCSC Ltd, Dhenkanal

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail (dhe.districtmanager@gmail.com) on or before Date 15.03.2026.

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

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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 and Issue of Corrigendum/Addendum (if any).

The Nodal Officer notified by Tender Inviting Authority (TIA) will endeavour to provide timely response to all queries. However, Tender Inviting Authority (TIA) makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does Tender Inviting Authority (TIA) undertake to answer all the queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, Tender Inviting Authority (TIA) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum or addendum.

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.

Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

f. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.

g. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, Tender Inviting Authority (TIA) may, at its discretion, extend the last date for the receipt of tenders.

4. OTHER TERMS & CONDITIONS:

4.1 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 to the bidder and provisions contained in the tender documents.

4.2 The district is the unit for the purpose of this tender. The bidder is to quote ratesfor each item of service which will be applicable for all the RRCs of the district.

4.3 **A bidder can participate in the tender process for any number of districts, but cannot be appointed in more than 01 (one) district. S/he is required to upload a declaration about the districts where s/he has participated/shall participate, as per format at *Annexure-7*.**

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The instructions to be followed for submitting the tender papers are set out below:

4.4 **Information about Bidder:** The bidders must furnish full, precise, correct and accurate details in respect of information asked for in the tender documents.

4.5 **Signing of tender papers:** Person or persons signing the tender papers shallstate in what capacity, he 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 should be disclosed and the tender paper shall be signed by all the partners or their duly appointed attorney, having authority to bind all the partners in all matters pertaining to the contract. Self-attested copy of the registered partnership 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 is empowered to do so on behalf of the limited company. A copy of the Board resolution of the company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.

4.5.1 The persons signing the tender form or any document forming part of the tender, on behalf of another or on behalf of a firm, shall be responsible to produce a registered power of attorney duly executed in his favour, stating that he/she has authority to bind such other person or the firm 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 of Attorney, his tender papers shall be liable for rejection, without prejudice to any other rights of the Corporation under the Law and EMD paid by him/her will be forfeited.

4.5.2 The 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 signature can bind the company in the case of a limited company.

4.5.3 However, a sole proprietor of a proprietorship firm who himself/herself-signsthe tender paper need not furnish any Power of Attorney.

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4.5.4 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.

5. PREREQUISITES FOR TENDER (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.

5.1 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 months from publication of tender as per the sample format enclosed at ***Annexure-3.***

5.2 The bidders shall have experience in Rake handling/ handling/ handling and transportation in any Manufacturer/ PSU/ Govt. Department/ Govt. Agency/ PSU/ Public Limited Company/ Private Limited Company dealing in the field of fertiliser, foodgrains, cement, sugar, coarse grain or any other commodity. The bidder should have carried out, in immediate preceding three financial years i.e. 2022-23, 2023-24 & 2024-25 at least having the average annual turnover of the work of value:

Rs. _____ (in words Rupees _____), 12.5% of the estimated value of the contract to be awarded, in one single contract.

OR

Rs. _____ (in words Rupees _____), 25% of the estimated value of the contract to be awarded, in multiple contracts.

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

EVC = [(Monthly allotment of foodstock (rice & wheat) under NFSA, SFSS, MDM,WBNP& Other Schemes of RRC_1 in Qtl. X Rs8.55 Per Qtl. X 2) Xremaining months of biennial year 2025-27]+[(Monthly allotment of foodstock

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(rice & wheat) under NFSA, SFSS, MDM , WBNP& Other Schemes of RRC_2 in Qtl. X Rs.08.55 Per Qtl. X 2) X remaining months of biennial year 2025-27] + ... So on for all RRCs.

The bidders shall furnish experience certificate in the prescribed proforma enclosed at ***Annexure-4*** from the concerned organisation.

5.3 In lieu of the experience certificate, the bidder may furnish an additional security deposit equivalent to 50% of the security deposit 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 s/he shall submit additional security deposit equivalent to 50% of the security deposit due to him/her in shape of e-*Bank Guarantee(e-BG)/ *Demand Draft issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Dhenkanal at the time of execution of agreement for the entire agreement period".*

5.4 The bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-5***) declaring that He/She or the company/firm or any of it's director/s or partner/s have not been convicted by any court of law NOR any criminal/vigilance case(s) is/are pending in his /her name or in the name of his firm (sole proprietorship/ partnership/company) before any court of Law and his/her firm has/have never been black listed by any State/Central Government PSU, State/Central Government Agencies or by State Government/Central Government.

5.5 The bidder shall furnish an affidavit in the prescribed format (enclosed at ***Annexure-6)*** declaring that there is no common commercial interest of his 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.

5.6 The bidder shall submit the copies of the labour license from Competent Authority as required under the provisions of **"The Contract Labour (Regulation & Abolition) Act, 1970"**.

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5.7 The bidder shall furnish a Declaration in the prescribed format (enclosed at ***Annexure-7)*** declaring about the districts where s/he has participated/shall participate.

5.8 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.

5.9 The bidder shall furnish copy of EPF / ESI CodeNumber, if applicable.

5.10 A bidder having no prior experience of handling operation, as detailed at Clause – 5.2, may submit the tender without copies of labour license& EPF/ ESI Code Number. In such case, if the bidder is found successful after opening of Financial Bid, he/she shall be allowed to execute agreement but he has to furnish copy of the labour license under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970 &copy of the EPF/ ESI Code Number if applicable before entering upon any work under the contract, failing which the contract executed with him/her shall be terminated along with forfeiture of Security Deposit and selection shall be made from among other bidders qualified in the Technical Bid at the risk and cost of the defaulting contractor.

5.11 Due to non-finalization of tender, a contractor who has been appointed as Handling 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.

5.12 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.

5.13 The bidder shall furnish Income tax return copy for the last three financial years i.e. FY-2022-23, FY-2023-24 & FY-2024-25 and copy of PAN Card & GST Registration Certificate.

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

6. DISQUALIFICATION CONDITIONS:

6.1 No person shall be appointed as Handling Contractor under this tender process, if he /she or any of his/her or the Director or proprietor or partner family members

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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 which s/he intends to apply under this tender.

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

6.2 Any person/firm/company who has 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 be in force till 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.

6.3 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.

6.4 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.

6.5 While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the bidder disqualified.

6.6 Corporation reserves the right not to consider any person/firm/company having any dispute with OSCSC or whose operation is found unsuccessful by the Corporation during his previous assignment in order to protect its interest.

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7. EARNEST MONEY DEPOSIT (EMD):

7.1 Each tender must be accompanied by an EMD of Rs. 3,11,054.00 (Rupees _____ lakhs) equivalent to 5% of the estimated value of contract, in online mode.In case the tender submitted is not accompanied by EMD, the tender paper shall be summarily rejected.

7.2 The bidder shall be permitted to bid on the express condition that in case he resiles, or modifies his offer or terms and conditions thereof, after submitting his tender, for any reason whatsoever during the tender process **orany 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**.

7.3 Earnest money shall be forfeited in the event of the bidder's failure (after the acceptance of his tender) to furnish the requisite security deposit by the due date to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

7.4 The EMD furnished by the bidders shall be refunded after finalization of tender. No interest shall be payable on the amount of earnest money.

8. SECURITY DEPOSIT:

8.1 The successful bidders shall furnish security deposit for handling operation in following manner.

8.1.1 A sum of Rs. 3,11,054.00 (in words Rupees _____) equivalent to **5%** of the estimated value of the contract, in form of **Demand Draft / e-Bank Guarantee** (irrevocable and unconditional) issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Dhenkanal .In case of **e-Bank Guarantee**it shall be enforceable till six months after the expiry of the contract period.

8.1.2 If applicable, additional sum of Rs._____ (in words Rupees _____) equivalent to 50% of the security deposit as required at Clause – 8.1.1

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

8.3 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 Works Department Office Memorandum No.173/ W dated 03.01.2026 attached with tender document.

9. **SCHEDULE OF RATE (SoR).**

Sl. No.	Handling Service	Rate per Qtl.
a	Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	8.55
b	Carrying the stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	6.41
c	Stack breaking, carrying the stock by head-loads or by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor	8.55

N.B.

Collection of spillages, foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weighment etc. as indicated in detail at Clause- XX of Technical Bid shall be rendered by the contractor without payment of any separate remuneration for such services.

10. **QUOTING OF RATES:**

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

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At the Schedule of Rates given in the Financial Bid, or

At above the Schedule of Rates given in the Financial Bid (ASoR), or

At below the Schedule of Rates given in the Financial Bid (BSoR);

ii. Quoting of lowest rate does not confer any right for selection of the bidder at the rate quoted. In view of urgency in handling & transportation of essential commodities (foodgrains), the District Level Tender Committee may further examine the reasonableness of the offered rate and ask the lowest bidder for reduction of rate for early finalisation of tender process.

iii. In case of multiple bidders quoting the same lowest rate, Lowest (L1) bidder shall be selected through a transparent system of lottery.

iv. In case no rate is quoted or the rate quoted is found to be exorbitantly higher than the Schedule of Rates, the district may go for retender.

11. <u>OPENING OF TENDERS:</u>

i. The tender shall be opened in Collectorate, Dhenkanal..... (Place) on the date and time 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 on to the portal with the DSC. Bidders are not required to be present during the tender opening to witness the process. 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 SD as 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

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(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. EVALUATION OF 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 provisions outlined in Para – 4 of this tender document.

iv. **Criterion for Evaluation:** Tenders for 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.

v. **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 byor 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 thebidder shall also make his tender liable for rejection.

14. ACCEPTANCE OF TENDER:

The bidders are required to proceedto office of District Manager, OSCSC Ltd., Dhenkanal at their own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd, (or any Officer authorized to act on his behalf). The District Manager, OSCSC Ltd, reserves the right to reject any or all tenders without assigning any reason there of and does not bind himself to accept the lowest or any tender. He also reserves the right to

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accept the tender for any or all the offers. Acceptance of tender shall be communicated through the portal. The successful bidder shall be advised of the acceptance of his tender by a letter/ e-mail. Where acceptance is communicated by e-mail the sameshall have to be acted upon immediately, without waiting for the post copy inconfirmation.

15. EXECUTION OF AGREEMENT:

15.1 The successful bidder shall enter into an agreement with the District Manager, OSCSC Ltd., Dhenkanal district in the prescribed format.

15.2 The Agreement shall be typed on a Non-Judicial Stamp Paper worth Rs.100/- only.

15.3 Execution of agreement shall be made on furnishing of required security deposit & two-passport size photograph duly self-attestedwithin the stipulated time mentioned in Letter of Intent (LoI).

15.4 The Agreement shall be executed within one week of the acceptance of tender or any such extended time, if any, duly extended by the Tender Inviting Authority failing which the Contract shall be liable to be terminated solely at the discretion of District Manager, OSCSC Ltd. Dhenkanal district with approval of the Collector. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

15.5 In genuine case, the Tender Inviting Authoritycan allow more time to the successful bidder to furnish any document / certificate wanting at the time of execution of agreement.

15.6 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 be undertaken by OSCSC only on availability of work and requirement of OSCSC.

15.7 **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. OTHERS:

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

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

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

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PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR FOR HANDLING OF FOODGRAINS AT RRCs

TECHNICALBID

Odisha State Civil Supplies Corporation Ltd., Bhubaneswar intends to appoint handling contractor (labour works) for handling of foodgrains at RRCs run by OSCSC Ltd., Dhenkanal district of the State of Odishafor the financial year 2025-26 & 2026-27.

I. DEFINITIONS:

a. The term **'Contract'** shall mean and include the notice inviting tender, the invitation to tender, incorporating the instruction to tender, the tender documents, its annexure and schedules, acceptance of tender 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 including their heirs, executors, administrators, successors and their permitted assigns, as the case may be;

c. The terms **'Corporation'** & **'OSCSC Ltd.'** shall mean the Odisha State Civil Supplies Corporation Limited established under Indian Companies Act 1956 and shall include its Managing Director and its successor or successors and assigns.

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

f. The term **'District Manager'** shall mean the District Managers of the OSCSC Ltd., working inRevenue District.

g. 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 Handling Contractor and to take decision on all the related matters.

h. The term **'Foodgrains'** for this contract shall mean and include Rice, Wheat, Sugar, Dal, Edible Oil, Salt, Potato, Onion & Ragi or any other packaged

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commodity as decided by the Corporation/ District Tender Committee packed in 50 k.g. HDPP bag or jute gunny bag or in packet of any weight.

i. 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.

j. The term **'Wheat'** shall mean and include the wheat packed in 50 kg. HDPP bag or jute gunny bags.

k. The term **'Bag'** for this contract shall mean and include package of foodgrains packed in 50 kg. HDPP bag or jute gunny bag or in packet of any weight.

l. The term **'Rice Receiving Centre-cum-Departmental Storage Centre (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 of CWC/OSWC under occupation of the Corporation & godowns constructed under PEG scheme. In case the godown owner is undertaking handling work, the bidder on appointment as Handling Contractor will do the handling work in all RRCs of the district except in those PEG godowns.

m. The term'**HandlingContractor'**shall mean & include a contractor appointed by theDistrict Manager, OSCSC Ltd. For handling foodgrains at RRCs.

n. The term **'Weighment'** shall mean weighment of foodgrains with HDPP bag or jute gunny bags.

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

p. The term **'Family'** shall mean

   a. parent

   b. husband/wife

   c. sons/daughters (including adopted children) and their spouse

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

p. The term '**Commercial Interest**' shall mean a business, partnership or company for the operation as Handling Contractor/ Level-II Transport Contractor/

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MDMorSNP 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. PARTIES TO THE CONTRACT:

a. The Parties to the contract are the Contractor and the OSCSC Ltd., represented by its District Managerof the concerned district or any other officer authorized and acting on his 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 has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd Dhenkanal, may, without prejudice to other civil or criminal remedies, terminate the contract and hold 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 Dhenkanal or any other officer soauthorized and acting on his behalf.

III. CONSTITUTION OF CONTACTOR(S):

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 hands the 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.

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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/Collector 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 contravening this condition, the District Manager shall be entitled to place the contract elsewhere on the contractor account and at his / her risk and the contractor shall be liable for any loss or damage, which the 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. **RELATIONSHIP WITH THIRD PARTIES:**

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

VI. **LIABILITY FOR PERSONNEL:**

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 toMinimum 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, and any other liability, deduction, contribution, assessment or claim arising 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 tax or any other statutory authority

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relating to selected bidder's fees, tax, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.

VII. BRIBES, COMMISSION, CORRUPTION ETC:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners/ Directors/ Agents or servant or anyone else on their behalf to any officer, servant, representative or agent of the 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. PERIOD OF 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. The District Manager with the approval of the Collector reserves the following rights.

   i. To extend the period of contract not more than 50% of the original contract period with the approval of next higher authority subject to satisfactory performance and in case of need without price escalation or as per the OGFR rule amended from time to time.

   ii. 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 period can not be entertained in the absence of competitive price.

   iii. To terminate the contact 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 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 handing 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.

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iv. 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 noninterest bearing security deposit within a week from the date of issue of Letter of Intent (LoI) in the manner as mentioned at Clause-8 of Tender Document duly executed in favour of District Manager, OSCSC Ltd., Dhenkanal within such time as may be allowed, failing which the contract shall be terminated and EMD shall be forfeited.

b. The District Manager 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. The security deposit shall be refunded to the contractors only after due and satisfactory performance of the services and on completion of all obligations by the contractor under the terms & conditions of the contract/agreement and on submission of a No Demand Certificate, subject to such deduction from, the security as may be necessary for making good of the Corporation's claims against the contractor.

d. It is the responsibility of the Contractor to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the tender document to the full satisfaction of the OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the Contractor, the security deposit shall be forfeited and the balance work would be done at his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the OSCSC Ltd. for a period of five years.

X. LIABILITY OF CONTRACTORS FOR LOSSES ETC. SUFFERED BY CORPORATION.

a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any services under this contract or breach of any terms thereof or their failure to carry out the work within time and for all damages or losses occasioned to the Corporation due to any act whether

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negligent or otherwise of the contractors themselves or their employees. The decision of the District Manager regarding such failure or of the contractor and their liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.

b. The Corporation shall reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractors under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors shall be deducted from the security deposit furnished by the contractors. If this sum is also found not to be sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand, the remaining balance of the aforesaid sum claimed.

c. In the event of default on the part of the contractor in providing other services mentioned in the tender paper efficiently and to the entire satisfaction of the District Manager or any officer acting on his behalf, the District Manager shall, without prejudice to other rights and remedies under this agreement, have the right to recover, by way of liquidated damages from the contractor, a sum of such rupees per day or part of a day of the default, as the District Manager in his absolute discretion may determine, subject to the total liquidated damages during the currency of the contract not exceeding 50% of the handling charges. The decision of the District Manager in the matters whether the contractor has committed such default or failed to perform any of such services efficiently and is liable to pay any liquated damages and as to the quantum of such liquidated damages shall be final and binding on the contractor

XI. SUMMARY TERMINATION:

a. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the terms and conditions governing the contract, the District Managerwith the approval of the Collector shall be at liberty to terminate the contract forthwith without prejudice to any other rights or

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remedies under the contract and to get the work done for the unexpired period of the contract **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, may be 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 andremedies*, the right to terminate the contract forthwith in the event of breach of any of the terms and conditions of the contract and to get the work done for the unexpired period of the contract, **at the risk and cost of the contractor** and/or forfeit the security deposit.

e. The contractor shall be responsible to supply adequate and sufficient labours and carrying out any other services under the contract in accordance with the instructions issued by the District Manager or any officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of labours, the District Manager with approval of the Collector shall, at his sole discretion without terminating the contract, be at liberty to engage other labours **at the risk and cost of the defaulting 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 theCollector shall be final and binding on the contractor.

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XII. **ENGAGEMENT OF NEW HANDLING CONTRACTOR ON FAILURE OF OPERATIONS BY THE EXISTING HANDLING CONTRACTOR:**

i. In case the approved 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 cancel the bidding process and re-invite the bids for assignment.

ii. In case the approved existing 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 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 Committeecancel the bidding process and re-invite the bids for assignmentfor 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. **SET OFF:**

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

XIV. **BOOK EXAMINATION:**

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. **VOLUME OF WORK**

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a. Subject as hereinafter mentioned, the Corporation do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any item thereof at the concerned RRC should necessarily or exclusively be entrusted to him.

b. The Corporation/Collector shall also have the exclusive 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 mentioned hereunder and to divide the work in between such contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.

c. The particulars given in the **APPENDIX-I** are intended merely to give the bidders an idea of approximate quantum of work to facilitate and to meet the own assessment for giving quotation in accordance with condition of the contract.

XVI. REMUNERATION:

a. The contractor shall be paid the handling charges as per the rates finalized in respect of the services described in Clause – XX and performed by them.

b. The payment shall be made only for net quantity of foodgrains handled. No payment shall be made on the weight of gunny bags used as container of foodgrains.

c. 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.

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

e. No shortage shall be allowed to the contractor during handling of foodgrains. In case of any shortages during handling of foodgrains the same shall be recovered from bills/security deposit of the contractor.

XVII. SUBMISSION OF BILLS AND PAYMENT:

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a. The Contractor shall submit bills to the District Manager monthly by 15th of the succeeding month for the work handled in a month. Payment will be made by the District Manager on submission of bills, in duplicate duly supported by work certificate issued by the District Manager or an officer acting on his behalf, as the case may be for the purpose.

b. The contractor shall submit all their claim bills not later than two months from the date of expiry of the contract so that the refund of the security deposit may be speeded up. In order to facilitate fast disposal of bills, the contractors are advised to submit their bills fortnightly.

c. The payment shall normally be made by the Corporation within 30 days of submission of complete set of bills. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

d. Payment shall be made on realizing the cost of shortage/ damage at the prescribed rate.

e. The contractor shall enclose the copy of Challan form in support of payment of EPF contribution and ESI contribution, wherever applicable,with the successive wage bill to the District Manager failing which the handling bills will not be disbursed. Payment shall be made only after verification of genuineness of the challan by the District Manager.

f. 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)PAN No.

(3) GST registration copy

g. Income Tax (TDS) shall be recovered from payment and Service Tax if applicable shall be borne by the Handling Contractor/ OSCSC Ltd.as per Service Tax Rules.

XVIII. FORCE MAJEURE:

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. Strikes by contractor's workers on account of any dispute between the contractor and

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their workers as to wages or to otherwise shall not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XIX. **LAWS GOVERNING THE CONTRACT:**

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. **SERVICES TO BE RENDERED BY THE CONTRACTOR:**

Handling operations required to be performed under the contract have been categorized in two parts viz. Part – I Receipts/Dispatch services and Part – II other services.

Part – I Receipt/Dispatch services –

a) Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads/change of headloador wherever necessary by using hand-trolleys, carts etc. and stack should be formed in blockwise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.

b) Carrying the procured stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads/change of headloador wherever necessary by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.

c) Stack breaking, carrying the stock by head-loads/change of headloador wherever necessary by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor of OSCSC or any other Transport Contractor.

The contractor shall arrange required number of labours for quick handling operation.

Part – II Other services as and when required as indicated in detail belowshall be rendered by the contractor **without payment of any separate remuneration for such services.**

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a. Stacking of bags containing foodgrains in the Shed/Platform/Ground wherever necessary, as required while performing the services of loading, unloading etc. shall be deemed to be included in the relevant services and no separate remuneration shall be payable for such stacking.

b. Kacha or interim stacking whether inside or outside the godowns wherever necessary in the services of physical verification and standardization, cleaning, drying, filling etc. shall be deemed to be included in the relevant service and no separate remuneration for such kacha stacking will be paid on any account.

c. Similarly, carriage of bags whether by change of headloads or by using hand-trolleys, hand-cart or any other mode of carriage, provided by the contractors, shall be deemed to be included in the relevant services and no separate remuneration shall be paid for such carriage.

d. **WEIGHMENT:**

The Contractor shall, with their labours and scales, weigh such number of bags of foodgrains, as may be required, whenever necessary. No separate remuneration shall be paid for such service. Weighment of foodgrains as described above shall be done in conjunction with any other service like receipt, dispatch/delivery etc. either at godown or anywhere else as directed by the In-charge of RRC or an officer acting on his behalf.

e. **PHYSICAL VERIFICATION:**

The contractor shall, with their labour and scales weigh such number of bags of foodgrains as may be required for physical verification and no separate remuneration shall be paid for such service.

f. **STANDARDISATION:**

The contractor shall, with their labour and scales and under their supervision, standardize such number of bags of foodgrains, as may be required by the In-charge of RRC or an Officer acting on his behalf. Standardization shall be deemed to include carrying bags from stacks to weighing scales, cutting open the mouth of the bags putting bags on the scales, putting in or taking out grains from each bag as may be necessary in order that each bag contains the standard weight of foodgrains as fixed by the In-charge of RRC or an officer acting on his behalf, removing the bags from the scales; restitching the bags with at-least 16 stitches on each bag, doing kacha stacking inside or outside the godown as and-

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where necessary, carrying the standardized bags and stacking up to specified height or loading into trucks or any other vehicle as directed. The standardized bags shall be stacked in the same godown or in another godown, as directed by the In-charge of RRC or an Officer acting on his behalf. No separate remuneration shall be paid for such service.

g. **FILLING GUNNIES WITH LOOSE GRAINS TO A PRESCRIBED WEIGHT, STITCHING AND STACKING/ LOADING DELIVERY:**

Contractor shall, whenever necessary, make heap (or Palla) of any loose grains, sweepings, damaged grains, etc., available in the godowns or anywhere else and fill the same into empty gunny bags. The filled bags shall be carried to scales, bring it to the prescribed standard weight, stitched with at least 16 stitches and stacked or dispatched/delivered, as required.

h. **CLEANING:**

The contractor shall, as and when required, with their labour, clean the foodgrains, sweepings etc. Cleaning shall be deemed to include destacking the bags, weighing them to ascertain the pre-cleaned weight, carrying them to the place assigned for cleaning, filling the cleaned grains in bags, weighing them to a standard weight prescribed by the In-charge of RRC or any officer acting on his behalf, stitching the bags firmly with at least 16 stitches and carrying the standardized bags and stacking them up to specified height or loading them into trucks/transport vehicles as directed, collecting the refraction, filling them in bags as directed, weighing them and stacking up to specified height or loading/delivering them as directed. No separate remuneration shall be paid for such service.

i. **DRYING OF DAMAGE FOOD GRAINS:**

The contractor shall undertake drying of damaged foodgrains, whenever required. Drying shall he deemed to include carrying foodgrains bags, from stacks or anywhere else from the godown, cutting open the mouth ofthe bags spreading the food grains inside or outside the godown and after drying filling loose grains into empty gunnies up to a prescribed weight, stitching and stacking the bags in the same or another godown up to specified height or loading/delivering them as directed. No separate remuneration shall be paid for such service.

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j. **REBAGGING:**

The contractor shall rebag loose grains or the contents of unserviceable bags into new bags supplied by the Corporation. Rebagging shall be deemed to include breaking the stacks, emptying contents of unserviceable gunnies, making a palla if necessary, filling new bags up to a prescribed weight, stitching them, doing kacha stacking inside or Outside the godowns, as and when necessary, and stacking them up to specified height or delivering/dispatching as directed.

k. **COLLECTION OF SCATTERED BAGS:**

The contractors shall as and when required remove/collect the scattered bags from the godowns and stack them in the same or another godownup to specified height.

l. **BUNDLING OF EMPTY GUNNIES:**

The contractor shall collect the empty gunnies released after various operations, rebagging, cleaning etc; and bundle them into bundles of 25 or 50 each, as directed by the In-charge of RRC or an officer acting on his behalf. The bundles shall be neatly made to allow verification and the twine required for tying or stitching the outer surface of the bundles shall be supplied by the contractor. The bundles so made, shall be carried to the place assigned for storage of empty gunnies, and stacked in accordance with the instructions of the In-charge of RRCor an officer acting on his behalf. No separate remuneration shall be paid for such service.

m. Loading/ unloading of Bamboo Mats, crates, tarpaulins, gunny bales or fumigation covers/ meant for covering.

n. Shifting/ transfer of filled bags with grains etc. from one truck/vehicle to another truck/vehicle.

XXI. <u>DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:</u>

a. The contractor is required to keep continuous & close liaison with the officials in charge of RRC, Level-I, Level-II & State Level Transport Contractors, any other Transport Contractor, Custom Millers,District Manager and other officials in respect of programme of handling operation of foodgrains and ensure complete care of the stocks from the time of its handling at godwon till it is loaded to the vehicles of the Transport Contractors or unloading from the vehicles of the Transport Contractors/ Custom Millers to stacking in godown.

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b. The contractor shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.

c. The contractor shall engage competent and adequate staff and labour to the satisfaction of Corporation for ensuring efficient handling of foodgrains, and furnishing correct and up to date position/information/progress of work statement and accounts.

d. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The District Manager/RRC In-charge shall have the right to ask for the removal of any employee of the contractors, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct, etc; of the contractor, their servants or agents or representatives shall be final and binding on the contractor.

e. The contractor shall intimate the District Manager or other Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative(s) to call at the RRCin-charge or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about the programme of arrivals of foodgrains at RRC and to report the progress of work, etc and generally to take instructions in the matter.

f. The contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains stock during handling at the RRC. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock handled by him. The decision of the District Manager on such loss shall be final and binding on the contractor.

g. The handling contractor shall be responsible for the safety of the foodgrains in course of handling. They shall take precautions to ensure that the foodgrains is not damaged while handling. They shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains during handling as prescribed by the OSCSC Ltd.

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h. The Handling Contractor shall carry adequate number of weighing scale for weighment of stock in case of necessity.

i. The contractor shall provide their own planks and supporting bags to serve as ladders for the purpose of loading/unloading into/from trucks/carts or stacking. No filled bags with foodgrains shall be used in the operation.

j. The Handling Contractor shall ensure that labours do not use large hooks for handling foodgrains bags at any stage. The use of hooks other than those, if any, approved by the Corporation shall render the contract liable for cancellation. The 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.

k. The contractor shall be required to re-stack the bags without payment of any extra charges if the directions for stacking the bags are not observed by them or if the stacking is faulty and not to the satisfaction of the In-charge of the RRC.

l. The contractor shall also be responsible for any loss which the Corporation may suffer on account of the bags not being properly stacked. In case the falling of stacks happens to be within three months from the date of original Stacking of bags and for such restacking of bags, no remuneration shall be allowed to the contractor. The decision of District Manager regarding such loss shall be final and binding on the contractors.

m. The contractor shall at the time of standardization, cleaning etc; ensure that the mouth of each bag is cut open cautiously and with utmost care, so as to avoid any damage or loss to the bags and wastage of foodgrains. The contractor shall be liable for any loss to the Corporation on this account and the decision of the District Manager in the matter shall be final and binding on the Contractor.

n. In carrying out the various operations involving carriage of bags inside or, outside godowns, it is desirable that the use of wheeled contrivances like hand trolleys are progressively introduced for the alleviation of the lot of the labours. Such hand trolley or wheeled contrivances will be supplied to the labours by the contractors at their own cost. No extra remuneration, whatsoever for the use of hand trolleys etc. for carriage of bags shall be payable as it shall be deemed to be included in the rates provided for the relevant services.

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o. The contractor shall be responsible for performing all or any of the services 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 their behalf.

p. The contractor shall, whenever required, supply petromax lamps for carrying out work during night.

q. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor's negligence 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 to avoid incurrence of damage to foodgrains and for all damages or losses occasioned to the Corporation or in particular to any property or plank belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the District Manager regarding such failure of the contractor and their liability for the losses etc. suffered by Corporation shall be final and binding on the contractor.

r. The contractor shall guarantee the handling of assigned quantity within the stipulated time, failing which the entire Security Deposit may be forfeited at the discretion of the District Manager.

s. The contractor shall make video graph of the handling operations at the RRCs as per direction of the District Manager, OSCSC Ltd. and furnish the soft copy to the District Manager along with claim bill.

t. Failure to comply any or all of the conditions of the agreement shall render the contractor to liquidate damages on account of such failure in addition to forfeiture of the security money. The Corporation/Collector also reserves the right to take recourse to any legal action against defaulting contractor in addition to forfeiture of security money and liquidated damages.

XXII. DISPUTE RESOLUTION &JURISDICTION OF 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.

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DISPUTE RESOLUTION:

a. Any dispute or difference of opinion arising out of this Agreement or in connection with 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 shall be 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 from the date when such payment falls due up to the date of final recovery. Besides criminal action 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.

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APPENDIX-I

RRC WISE STOCK HANDLED IN YEAR 2024-25

Name of the District: _____

Name and location of the RRCs & Stock Handled					
Sl. No.	Name of the RRC	Location (Block/ ULB)	Capacity (In Qtl.)	*Management (OSCSC/CWC/ OSWC)	*Approximate quantity of foodgrains handled during 2024-25(Fig. In Qtl.)

*N.B.

1. The particulars given above are intended merely to give the bidders an idea of approximate quantum of work to facilitate and to meet the own assessment for giving quotation in accordance with condition of the contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the annexure to tender shall be required to be performed.
2. The quantity of foodgrains to be handled in the year 2025-26 & 2026-27 may vary from the above particulars.

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APPENDIX-II

CHECKLIST
DOCUMENTS TO BE UPLOADED

Sl. No.	Name of the Document	Put " √ " mark
1	Letter of Proposal&Tender Submission Undertaking – ***Annexure-1***	
2	Particulars of the Bidder- ***Annexure-2***	
3	Capability Certificate from the Bank (In the model format as at **Annexure-3)**	
4	Certificate of experience on handling of food grains (In the model format as at ***Annexure-4***) Or Undertaking in lieu of the prescribed experience	
5	Affidavit mentioning that s/he / firm / company is neither blacklisted nor convicted in any criminal or vigilance case(s) pending against the Bidder (In the model format as at ***Annexure-5***)	
6	Affidavit on no common 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 in the format given at ***Annexure-7***	
8	Affidavit on tender submission and abiding by the terms and conditions of tender (In the model format as at ***Annexure-8***)	
9	Certified copy of Partnership Deed/ Certificate of Registration, as applicable	
10	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership firm/ Company	
11	Statement of Bank Account for last three months preceding to publication of Tender Call Notice.	
12	Copy of last three years Income tax return for the Assessment Years such as FY-2022-23, FY-2023-24 &FY-2024-25, copy of PAN Card& GST Registration Certificate.	
13	Copy of document in support of deposit of Tender Document Fee & EMD	
14	Copy of the labour license issued under the provisions of "The Contract Labour (Regulation & Abolition) Act, 1970" if any	
15	Copy of EPF/ESI Code Number if any	
16	Appendix II duly filled in and signed.	
17	Signed copy of corrigendum / Addendum if any as per Clause-3 (f)	

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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 singed and self-attested by the Bidder and affidavits are to be submitted in original

Date:

Place:

Signature of Bidder/ Authorized person

Name:

Seal:

District Manager
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Annexure-1

Letter of Proposal & Tender Submission Undertaking

(To be submitted in the letter head of the bidder)

To:

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

Dear Sir,

I/We submit the E-tender for appointment as handling contractor at.....District..

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 contract and its appendixes, and schedules and 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 security deposit as per terms of the tender.
4. I/We do 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 constituted attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concerned, whether any intimation of such change is given to the District Manager, 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 not been 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.

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

Yours faithfully,

Signature of bidder / constituted attorney

Capacity in which signing

Name :
Address :
Date :

District Manager
OSCSC Ltd., Dhenkanal

Annexure-2

PARTICULARS OF THE BIDDER

APPOINTMENT OF HANDLING CONTRACTOR (LABOUR WORKS) FOR HANDLING OF FOODGRAINS (RICE, WHEAT etc) AT ALL THE RRCs (EXCEPT IN THOSE PEG GODOWNS WHERE GODOWN OWNER IS UNDERTAKING HANDLING WORK) OF THE DISTRICT

Recent Photograph

1. Name of the bidder: _____
2. Name of Proprietor/ Partner/ Director: _____ _____ (Names of all Directors/ Partners shall be mentioned)
3. Full Address of Registered Office (with Pin Code) _____ & Police Station _____ 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: _____ _____ _____

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6. Banker of the Bidder: (Attach certified copy of statement of A/c for the last three month)_____

_____

7. Address & Telephone Number of Banker: _____

_____

8. Registration No in the case of Company:_____
9. PAN No. & year of filing the latest return: _____
10. GSTIN Number issued by Govt;-_____
11. Additional information, if any _____

(Attach separate sheet, if required)

Yours faithfully,

Signature of bidder with seal

Name :
Address :
Date :

District Manager
OECSC Ltd., Dhenkanal

Annexure-3

Capability Certificate

Bank:
Branch:

Phone No. .....

E Mail .....

Letter No. ..... Date .....

To

District Manager,

Odisha State Civil Supplies Corporation Ltd.

_____.

This is to certify that to the best of our knowledge and information, Mr./Mrs.....residing at ..... (Full address), a customer of our bank, in our opinion and based on the records produced, can be considered good/worth up to a sum of Rs ..... (Rupees ....Lakhs only) and has financial ability to meet the expenses up to 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.

Branch Manager/Authorised Signatory

(Seal & Signature)

(The above Certificate to be issued in Letter Head of the concerned Bank)

District Manager
OSCSC Ltd., Dhenkanal

Annexure-4

Experience Certificate

This is to certify that as per information available on record, M/s_____ of_____ (full address), is a rake handling/ handling contractor/handling and transport contractor of this organization as indicated below.

Sl. No.	Nature of work	Place of work	Product handled	Agreement/ Contract/ Work Order No. & 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

Office Seal

Seal & Signature of Authorised Officer

***Note: -**

a. Total handling charges/ handling and transportation charges whether paid or payable is to be mentioned.
b. Strike out whichever is not applicable.
c. For the purpose of calculation of work handled by Bidders, work carried out by all the partners of the bidders will be taken into consideration.

District Manager
OECOC Ltd., Dhenkanal

Annexure-5

Before the Executive Magistrate/ Notary Public Sri _____

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._____ of OSCSC Ltd. for appointment of Handling Contractor, 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 Court of Law.
4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. _____ 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) That the facts stated above are true to the best of my knowledge and belief.
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

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OSCSC Ltd., Dhenkanal

currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (x) of tender documents

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri_____ Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/

***Strike out whichever is not applicable.**

Notary Public_____

District Manager
OSCSC Ltd., Dhenkanal

Annexure-6

(DECLARATION OF FAMILY MEMBERS/ PARTNERS/ DIRECTORS)

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I Sri_____, Aged about_____, Son/Daughter/Wife of Sri _____, Proprietor/Partner/Director of _____, do hereby solemnly affirm and declare as follows.

I am aware of the fact that the term 'Family' shall mean

i. Parent
ii. husband/wife,
iii. sons/daughters (including adopted children)and their spouse,
iv. Full blood siblings (brothers & sisters from common parents)and their spouse.

and

No person shall be appointed as Handling Contractor under this tender process, if he /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 neighbouring district with common boundary for which s/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 / My Family Members		Operating district	Operating Business	Operating Biennial Year
	Name	Relation			

**** This table is applicable if the bidder is having self / any of his/her family members having commercial interest***

OR

District Manager
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I declare that I/ any of my family member/Partner(s) along with his/her/their family members/Director(s) along with his/her/their family 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.

Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri_____, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/Public Notary

(The above Affidavit shall be made in a Non-Judicial Stamp Paper worth Rs.10/-)

N.B. :*In case of Company or Partnership Firm all the Directors or Partners as the case may be, shall submit separate affidavit by each Director or Partner.*

District Manager
OSCSC Ltd., Dhenkanal

Annexure-7

DECLARATION TO BE FURNISHED BY THE BIDDER ALONGWITH TENDER DOCUMENT

I _____ hereby declare that I have participated/ shall participate in the tender for appointment as Handling Contractor of OSCSC Ltd. in the following districts.

Sl. No	Name of the districts

I am aware that as per terms and conditions of the tender I will not be appointed as Handling Contractor in more than 01 (one) district.

Place:

Date:

Signature of the bidder

Name of the bidder:

District Manager
OSCSC Ltd., Dhenkanal

Annexure-8

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri/Smt._____ aged about_____ S/o./D/o./W/o._____Proprietor/ Partner/ 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._____ of OSCSC Ltd. for selection and appointment of Handling Contractor (labour works) for handling of food grain (Rice, Wheat etc) at all the Rice Receiving Centres (RRCs) of _____ district 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._____ Dated._____ 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 (1 to 8) only. And the original of the documents will be produced before the tender committee as specified in the NIT.
4) That this affidavit is submitted for transportation of food grain for _____ district.
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 (x) of tender documents.

Identified by me

Deponents

Advocate

District Manager
OSCSC Ltd., Dhenkanal

The above deponent being present before me & duly identified by Sri_____, Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent | Executive Magistrate/Public Notary

(The above Affidavit shall be made in a Non-Judicial Stamp Paper worth Rs.10/-)

District Manager
OSCSC Ltd., Dhenkanal

PART-II

FINANCIAL BID

INSTRUCTIONS

Sl. No.	Handling Service	Rate per Qtl.
a	Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	8.55
b	Carrying the stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	6.41
c	Stack breaking, carrying the stock by head-loads or by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor	8.55

N.B.

Collection of spillages, foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weighment etc. as indicated in detail at Clause- XX of Technical Bid shall be rendered by the contractor without payment of any separate remuneration for such services.

a) Rate for handling shall be mentioned 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 handling of Foodgrains at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).

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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 district by bidder shall lead to rejection of tender.

f) **Instruction for Filling-up of BoQ Formats:-**

The details of instruction for filling-up of BoQ format is given as under.

1. The bidder is required to follow the SoR mentioned in the tender document.
2. The SoR has been reflected in the BoQ format in the text row.
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-downbox 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 to quote 0% in the desired column on selecting either 'excess' or 'less' in the drop-down box.
8. In case the bidder fails to quote any percentages in the desired active cell or leaves 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 in the tendering process. The rate quoted other than the BoQ format shall not be considered at this end.
10. Any further clarification as will be required by the bidder during the bidding process or during filling up of BOQ format, may contact the Tender Inviting Authority (TIA) during official hour. The BoQ template is given below for reference only.

District Manager
OSCSC Ltd., Dhenkanal

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 'Handling Contractor (labour works)' for handling of food grain (Rice, Wheat etc) at all the Rice Receiving Centres (RRCs) (except in those PEG godowns where godown owner is undertaking handling work) of district

Tender No._____ Date._____

Name of the Bidder/ Bidding	

PRICE SCHEDULE

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

1. Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads or by using hand-trolleys, carts etc. and stack should be formed in blockwise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DFPD issued from time to time - Estimated Rate is Rs.8.55 Per Quintal

2. Carrying the stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads or by using hand-trolleys, carts etc. and stack should be formed in blockwise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DFPD issued from time to time - Estimated Rate is Rs.6.41 Per Quintal

3. Stack breaking, carrying the stock by head-loads or by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor - Estimated Rate is Rs.8.55 Per Quintal

Sl. No.	Item Description	Choose Excess / Less	Quote Percentage
1	Handling of food grain (Rice, Wheat etc) at all the Rice Receiving Centres (RRCs) of district		
1.01	Rate to be quoted in Percentage (%) only		
Quoted Rate in Figures		Select	

District Manager
OSCSC Ltd., Dhenkanal

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.

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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.

District Manager
DBCDC Ltd., Dhenkanal

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.**

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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-1663-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.

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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.

District Manager
OSCSC Ltd., Dhenkanal

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.

5/11/17

E.I.C-cum-Secretary to Government
(P.T.O.)

District Manager
OSCSC Ltd., Dhenkanal

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

District Manager
OSCSC Ltd., Dhenkanal

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

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OSCSC Ltd., Dhenkanal

	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.

District Manager
OSCSC Ltd., Dhenkanal

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

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OFFICE MEMORANDUM

No. 07754600022025 173 /W., Bhubaneswar Dt. 03/01/26

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.

II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be intremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

V. The additional performance security shall be treated as part of the performance security.

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District Manager
OSCSC Ltd., Dhenkanal

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide File No. FIN-WF1-MISC-0102-2025

By order of the Governor

Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

03.01.26

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District Manager
OSCSC Ltd., Dhenkanal

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

03.01.26

EIC-cum-Special Secretary to Government

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District Manager
OSCSC Ltd., Dhenkanal

SCHEDULE OF RATE (SoR)

Appointment of Handling Contractor for the Biennial Year: 2025-27

Sl. No.	Handling Service	Rate per Qtl.
a	Unloading of stock from the vehicles of the Level-I or State Level Transport Contractor, carrying by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	8.55
b	Carrying the stock during delivery of CMR by Custom Millers from the platform/weighment scale point by head-loads or by using hand-trolleys, carts etc. and stack should be formed in block wise for easy counting inside the godown .The stack size will be 20 ft. X 30 ft. i.e. capacity of 174 MT of 3480 bags of 50Kgs or as per direction of DoFPD issued from time to time.	6.41
c	Stack breaking, carrying the stock by head-loads or by using hand-trolleys, carts etc. and loading to the vehicle of Level-I or Level-II or State Level Transport Contractor	8.55

N.B.

Collection of spillages, foodgrains, cleaning of stock, bagging as per the standard weight, stitching as per specification for utilization under PDS, weighment etc. as indicated in detail at Clause- XX of Technical Bid shall be rendered by the contractor without payment of any separate remuneration for such services.

09/3/2026
CSO-cum-DM
OSCSC Ltd., Dhenkanal

09/03/2026
RTO,
Dhenkanal

9.3.26
DLO,
Dhenkanal

9/3/26
DSWO
Dhenkanal

Hemanta 09/3/26
DIO, NIC, Dhenkanal

9.3.26
DTO, Dhenkanal

9/3/26
ADM, (General),
Dhenkanal

CALCULATION SHEET OF ESTIMATE VALUE OF CONTACT (EVC) FOR APPOINTMENT OF HADLING CONTRACTOR IN DHENKANAL DISTRICT FOR THE BIENNIAL YEAR: 2025-27

Sl No.	Name of the RRC	Name of the units	Monthly allotment of Rice (in qtl.) (NFSA+SFSS)	TOTAL (in qtl.)
1	RRC, Mahisapat (R1)	Odapada Block	6479.22	8531.76
		Dhenkanal Municipality	2052.54	
2	OSWC, Baladiabandh (R2)	Gondia Block	7526.26	19453.28
		Dhenkanal Sadar Block	7102.70	
		PM POSHAN & CM POSHAN	4067.86	
		WBNP Rice	756.46	
TOTAL			**27985.04**	**27985.04**

RRC- 1	8531.76 × 8.55 × 2	Q.1,45,893.096
RRC- 2	19453.28 × 8.55 × 2	Q.3,32,651.08
Total		Q.4,78,544.176
Remaining Months of biennial year 2025-27		13 Months
Estimated Value of Contract (EVC) = R1+ R2 × 13		Rs. 62,21,074.288

09/3/2026
CSO-cum-DM
OSCSC Ltd., Dhenkanal

for 09/03/26
RTO,
Dhenkanal

9.3.26
DLO,
Dhenkanal

9/3/26
DSWO
Dhenkanal

Hemanta 09/3/26
DIO, NIC, Dhenkanal

09.3.26
DTO, Dhenkanal

9/3/26
ADM, (General),
Dhenkanal

CALCULATION SHEET FOR REQUIREMENT OF EARNEST MONEY DEPOSIT (EMD) BASING ON THE ESTIMATED VALUE OF CONTRACT FOR APPOINTMENT OF HANDLING CONTRACTOR, DHENKANAL FOR THE YEAR 2025-27			
Sl No.	Total Estimated Value In Rs.	Earnest Money Deposit (EMD) as per Clause 7.1 5% of the EVC	EMD to be deposited in Online Mode during submission of Tender document. (In Rs.)
1	6221074.288	311053.71	311054.00

09/3/2026
CSO-cum-DM
Dhenkanal
OSCSC Ltd.,Dhenkanal

9.3.26.
DLO
Dhenkanal

9/3/26
DSWO
Dhenkanal

09/03/26
RTO
Dhenkanal

9/3/26
ADM,General
Dhenkanal

Hemanta 09/3/26
DIO,NIC
Dhenkanal

9.3.26
DTO,
Dhenkanal

INFORMATION ON UNIT WISE REQUIREMENT OF WORK EXPERIENCE & SECURITY DEPOSITS BASING ON THE ESTIMATED VALUE OF CONTRACT FOR APPOINTMENT OF HANDLING CONTRACTOR IN DHENKANAL DISTRICT FOR THE YEAR-2025-27

Sl No.	Name of the UNIT	Estimated value (In Rs.)	Work value of Experience Certificate Clause 5.2		Security Deposit as per Clause- 8	
			12.5% For Single Contract	25% For Multiple Contract	Final Security to be deposited in shape of e-Bank Guarantee/Demand Draft (In Rs.) 5% of Estimated Value of Contract	Total Security to be deposited excluding Additional Security if Applicable (in Liue of Experience & BSOR etc.) (In Rs.)
1	Dhenkanal District (RRC,Mohisapat & OSWC,Baladiabandh)	62,21,074.288	7,77,634	15,55,269	3,11,054	3,11,054.00
	Total					

09/3/2026
CSO-cum-DM
OSCSC Ltd.,Dhenkanal

09/03/26
Ld RTO
Dhenkanal

9.3.26
DLO
Dhenkanal

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DTO
Dhenkanal

09/3/2026
DIO,NIC
Dhenkanal

DSWO
Dhenkanal

ADM (General)
Dhenkanal