

90  
DIVISION BR. SEAT No- 116

PRABODHA CHANDRA NAYAK  
S.S.RATH,

[O. H. C.-97-A]

In the High Court of Orissa

ORDER SHEET

14-14190/2023  
BLAPL/W. P. (C) No. 29529/2023 of 20

AJAY KUMAR PRUSTY

Versus

STATE OF ODISHA

M/S. Hrudananda Mohapatra

B.B. Mohapatra

S. Behera - OP-6

M/S. Pragna Sarita Mohanty

Petitioner

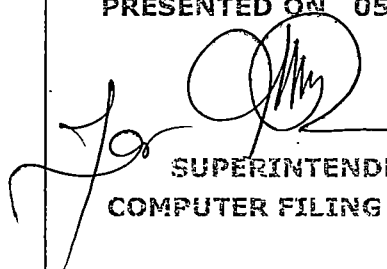
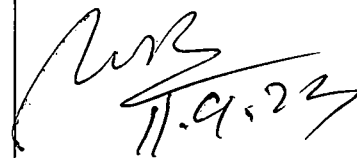
J.J. Pradhan -

S. Sahoo - S. Panigrahi

Opposite-Party

OPS 2+5

ASL

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
			<p>PRESENTED ON 05/09/2023</p> <p> SUPERINTENDENT COMPUTER FILING SECTION</p> <p> 11.9.23</p> <p>NO defect FOR Fresh Admission</p> <p>D.I. - ANO - 14190/23 at SI 'A' on appr-order</p> <p>Sasmita Behena DB (memo) 11-9-23 Nabon Kumar Panick</p>



FC130764

SCANNED

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 29529 of 2023

And

I.A. No. 14190 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Adv.*

Vs.

*State of Odisha and others*

.....

*Opposite Party*

*Mr. P.P. Mohanty, AGA*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE MURAHARI SRI RAMAN**

**ORDER**

**12.09.2023**

**Order No.**

01.

This matter is taken up by hybrid mode.

2. Heard Mr. P.C. Nayak, learned counsel for the petitioner and Mr. P.P. Mohanty, learned Addl. Government Advocate appearing for the State-opposite parties.

3. The petitioner has filed this writ petition seeking to quash the order dated 16.08.2023 (Annexure-1) and the office order dated 17.08.2023 (Annexure-2) passed by opposite party no.3 in selecting and awarding the contract in favour of opposite party no.6 and further seeks to declare that the petitioner is qualified, as he has satisfied all the eligible criteria as per the tender conditions for the work for Level-II transport contractor for the biennial year 2023-25 for transportation of food grains to the retail centres of Nischintakoili Block.

4. Mr. P.C. Nayak, learned counsel for the petitioner contended that in the process of tender the petitioner is the second highest bidder. Though the first highest bidder, i.e., opposite party no.6 has not complied with the terms and conditions of the tender documents by giving signature in each page, the Collector, while considering the case of the petitioner in compliance of the order dated 21.06.2023 passed in W.P.(C) No. 18325 of 2023, has come to a conclusion that opposite party no.6 has digitally signed and uploaded all the required documents. It is contended


that the same is not as per the requirement of Sub-clause-(iv) of Clause-2 of the bidding process. He has also brought to our notice the proceeding dated 04.05.2023 as to how non-compliance has been made in the tender process and, as such, the same has been taken note of and also intimated that page 12 and 13 of the tender documents were not signed by the bidder. He also brought to our notice page-182 and 202 where opposite party no.6 has not put his signature. Thus, it is contended that there is non-compliance of the conditions stipulated by the tendering authority and seeks interference of this Court. It is further contended that the petitioner is willing to match the price offered by highest bidder, i.e., opposite party no.6. It is contended that since the bid submitted by the petitioner is in compliance of the conditions stipulated in the tender documents and, as such, the petitioner is willing to match the price of the highest bidder, if the work will be awarded in favour of the petitioner, it will not cause prejudice to the opposite parties. But in spite of considering the grievance of the petitioner, now the work has been settled in favour of the opposite party no.6 who has not complied with the terms and conditions of the tender call notice, which is absolutely arbitrary, unreasonable and contrary to the provisions of law.

5. Mr. P.P. Mohanty, learned Addl. Government Advocate appearing for the State-opposite parties seeks to obtain instructions in the matter. Let two extra copies of the writ petition be served on him within three days enabling him to obtain instructions or file counter affidavit.

6. As an interim measure, it is directed that no third party interest shall be created till 27.09.2023.

Ashok

  
(DR. B.R. SARANGI)  
JUDGE

  
(M.S. RAMAN)  
JUDGE

**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No.29529 of 2023**

***Ajay Kumar Prusty***

.....

***Petitioners***

***Mr. P.C. Nayak, Advocate***

Vs.

***State of Odisha & Others***

.....

***Opposite Parties***

***Mr. P.P. Mohanty, AGA***

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE MURAHARI SRI RAMAN**

**ORDER**

**27.09.2023**

**Order No.**

02.

This matter is taken up through hybrid mode.

2. Mr. P.P. Mohanty, learned Additional Government Advocate files counter affidavit in Court today after serving a copy thereof on learned counsel appearing for the Petitioner, who wants to go through it and file rejoinder affidavit, if any.

3. Put up this matter after three weeks.

4. Since Mr. H.N. Mohapatra, learned counsel entered appearance on behalf of Opposite Party No.5, let a copy of the writ petition be served on him by tomorrow enabling him to obtain instructions or file counter affidavit in this matter.

  
**(DR. B.R. SARANGI)**  
**JUDGE**

  
**(M.S. RAMAN)**  
**JUDGE**

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.29529 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Advocate*

Vs.

*State of Odisha & Others*

.....

*Opposite Parties*

*Mr. P.P. Mohanty, AGA*

*M/s. H. Mohapatra & Associates,  
Advocates (O.P.6)*

*M/s. P.S. Mohanty & Associates,  
Advocates (O.P. Nos. 2 & 5)*

**CORAM:**

**DR.JUSTICE B.R. SARANGI**

**MR. JUSTICE G.SATAPATHY**

**ORDER**

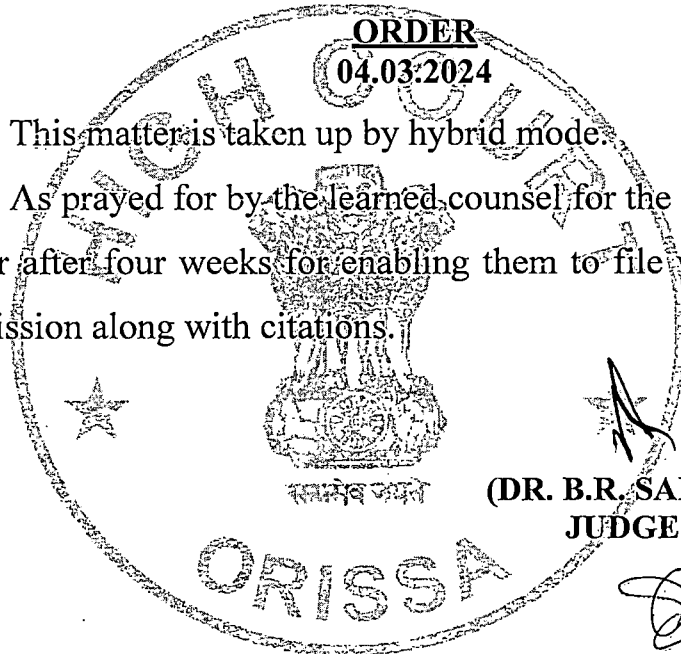
**04.03.2024**

**Order No.**

**03.**

This matter is taken up by hybrid mode.

2. As prayed for by the learned counsel for the parties, call this matter after four weeks for enabling them to file written notes of submission along with citations.



**(DR. B.R. SARANGI)  
JUDGE**

**(G.SATAPATHY)  
JUDGE**



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 29529 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Advocate*

*Vs.*

*State of Odisha and Others*

.....

*Opposite Parties*

*Mr. P.P. Mohanty, AGA*

*Mr. S.K. Mishra, Sr. Advocate*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE G. SATAPATHY**

**ORDER**

**08.04.2024**

**Order No.**

4 (08)

This matter is taken up by hybrid mode.

2. Mr. S.K. Mishra, learned Sr. Advocate for opposite parties undertakes to file counter affidavit within three weeks.
3. Call this matter after three weeks. Counter affidavit, if any, be filed in the meantime.

**(DR. B.R. SARANGI)**  
**JUDGE**

**(G. SATAPATHY)**  
**JUDGE**

*S.Sasmal*



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 29529 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Advocate*

*Vs.*

*State of Odisha and Others*

.....

*Opposite Parties*

*Mr. P.K. Muduli, AGA*

*Mr. S.K. Mishra, Sr. Advocate*

*(O.P. Nos.2 & 5)*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE G. SATAPATHY**

**ORDER**

**06.05.2024**

**Order No.**

**05.**

This matter is taken up by hybrid mode.

2. Mr. S.K. Mishra, learned Sr. Advocate for O.P. Nos.2 & 5 files counter affidavit in Court today by serving a copy thereof on learned counsel for the petitioner, who wants to go through the same. The same be kept on record.
3. Call this matter after two weeks. Rejoinder affidavit, if any, be filed in the meantime.

**(DR. B.R. SARANGI)**  
**JUDGE**

**(G. SATAPATHY)**  
**JUDGE**

*S.Sasmal*



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 29529 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Advocate*

*Vs.*

*State of Odisha and Others*

.....

*Opposite Parties*

*State Counsel*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE G. SATAPATHY**

**ORDER**

**01.07.2024**

**Order No.**

**06.**

This matter is taken up by hybrid mode.

2. Learned counsel for the petitioner contended that he received the copy of the counter affidavit filed by the Opposite Party-Corporation in Court today and wants to file rejoinder affidavit.

3. Call this matter after two weeks. Rejoinder affidavit, if any, be filed in the meantime.

**(DR. B.R. SARANGI)**  
**JUDGE**

**(G. SATAPATHY)**  
**JUDGE**

*S.Sasmal*

# IN THE HIGH COURT OF ORISSA

Case No. WP(C) 29529/23


## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
		<p><u>OR NO - 1</u> <u>memo 40613 (3)</u> <u>dt 16.9.23</u></p> <p>Relevant portion of <del>OR NO - 1</del> <u>OR NO - 1</u>, dt 12.9.23 forwarded to OP NOS 2, 3 &amp; 6 for information &amp; n/a.</p> <p><u>14.9.23</u></p> <p><u>ML</u> <u>Supdt 14.9.2023</u></p>

# IN THE HIGH COURT OF ORISSA

Case No. WP(C) 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
1	12-9-23	<p>For admission</p> <p>i) I-A NO - 14190/23 at 11 A.M. for further appr. orders.</p> <p>ii) Receipt showing service of two extra copies of the w.p. on learned A.G.A. for opp-parties received.</p> <p>iii) counter not filed.</p> <p>iv) obtain instruction </p> <p><u>Sasmitha Behena</u> 25-9-23</p> <p>I/O +211 27-9-23</p> <p>Mrs. Hrudananda Mohapatra &amp; all Adv appearing for OP-6</p> <p>Mrs. <del>Pratna</del> Pragna Sanita Mohanty &amp; all Adv appearing OP-5 &amp; 2 by Mrs. <del>Pratna</del> Pragna</p>

# IN THE HIGH COURT OF ORISSA

Case No. WPC) 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
2 -	27-9-23	<p>For admission</p> <p>i) Counter affidavit filed by OP NO. 3 (copy served)</p> <p>ii) Rejoinder not filed</p> <p>iii) I.A NO- 14190/23 att 'A' for further appr. orders.</p> <p>iv) Counter not filed. OR NO. 2, dt 27-9-23 (may kindly be seen)</p> <p><u>reg. instruction.</u></p> <p style="text-align: right;">DB <u>Ad Case</u></p> <p><u>Salmata Behena</u></p> <p>8-11-23</p> <p>Nabin Kumar Panda</p>

# IN THE HIGH COURT OF ORISSA

Case No. WPC 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
2	27-9-23	<p>For admission with</p> <p>i) Cozenter affidavit filed by OP NO-3 &amp; 2's rejoinder (copy served)</p> <p>ii) I.A NO - 14190/23 at B1A, for further app-orders</p> <p>iii) Cozenter notified by the learned counsel for OP NO-5. (on NO-2, dtd 27-9-23 may kindly be seen)</p> <p style="text-align: right;">DB (memo)</p> <p><u>Sasmita Behena</u> 28.2.24 29.2.24</p> <p>Sabita Rath.</p>
3	4.3.24	<p>Notes as at above.</p> <p>iv) written notes of submission &amp; citation notified. (on NO-3 dtd 4.3.24 may kindly be seen)</p> <p style="text-align: right;">DB Tender Adj call</p> <p><u>Sasmita Behena</u> 4.4.24</p> <p><u>S. J. C.</u> 4.4.24</p>

# IN THE HIGH COURT OF ORISSA

Case No. WPC) 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
4.	8.4.24	<p>For admission with</p> <p>i) counter affidavit filed by OP NO. 3 &amp; its rejoinder (copy served)</p> <p>ii) I.A NO- 14190/23 at b1'A, for further appr. order.</p> <p>iii) counter affidavit not filed by opposite parties OR NO 4, dt 8.4.24 may (kindly be seen)</p> <p>iv) written notes of submission &amp; citation not filed. (OR NO. 3 dt 4.3.24 may) (kindly be seen)</p> <p><u>Sasmita Behena</u> 2.5.24 Sabitia Rath</p> <p>DB <u>Adl case</u></p>

# IN THE HIGH COURT OF ORISSA

Case No. WPC) 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
5.	6-5-24	<p>for admission with</p> <p>I) Counter affidavit filed by OP NO-3 &amp; its rejoinder.</p> <p>II) I-A NO-14190/23 att'd to on further appn-orders</p> <p>III) counter affidavit filed by OP NO-2 (copy served)</p> <p>IV) counter affidavit not filed by OP NO-5.</p> <p>V) written notes of submission &amp; citation not filed (OP NO-3 dt 4-3-24 may kindly be seen)</p> <p>VI) Rejoinder not filed (OP NO-5, dt 6-5-24 may be seen)</p> <p><u>Sasmita Behena</u> 21-6-24 Sabita Rath.</p> <p><u>DB</u> Adj Case</p>

# IN THE HIGH COURT OF ORISSA

Case No. WP (C) 29529/23

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
6.	1-7-24.	<p><del>29-11-24</del></p> <p>Instead of filing I.A the learned Advocate for the Petitioner filed a memo for withdrawal of the writ petition which at 61 M. may kindly be seen.</p> <p><u>For orders</u></p> <p><u>Salmata Behena</u> (memo) 29-11-24 Sabita Rath</p>



**ORISSA HIGH COURT**  
**FILING ACKNOWLEDGEMENT SLIP**

CNR	<b>ODHC010713662023</b>
Filing No	<b>WP(C)/0029529/2023</b>
Date and Time	<b>05/09/2023-15:50:19</b>
Misc Case/IA	14190/2023
Petitioner Name	AJAY KUMAR PRUSTY
Petitioner Advocate Name	PRABODHA CHANDRA NAYAK
Respondents Name	STATE OF ODISHA
Respondents Advocate	
Amount	
Police Station	
FIR	



Tuesday 05th of September 2023 04:05:39 PM

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# STAMP REPORT

## NATURE OF DEFECT

CASE NO. 29529/2023

1. COURT FEE DEFICIENT Rs 6/1000
2. VALUATION OF THE PROPERTY NOT GIVEN
3. AUTHENTICATION FEE IS DEFICIENT 6
4. AFFIDAVIT / VERIFICATION NOT PROPER
5. SECOND COPY OF THE PETITION NOT FILED
6. RECEIPT SHOWING SERVICE OF COPY TO AG / CG / IT / CT ETC. NOT FILED
7. VAKALATNAMA:
  - (i) NOT PROPERLY STAMPED / EXECUTED / ACCEPTED
  - (ii) NAMES IN CAPITAL LETTERS / ENROLMENT NUMBERS / MOBILE PHONE NUMBERS OF ALL THE SIGNING ADVOCATES NOT INDICATED
8. CAUSE TITLE NOT IN ORDER
9. PROVISION OF LAW NOT INDICATED ON TOP OF CAUSE TITLE
10. SUBJECT CODE NOT FURNISHED / INCORRECTLY MENTIONED
11. NEAT, LEGIBLE, ATTESTED ANNEXURES NOT FILED
12. ASSESSMENT SLIP NOT FILLED IN PROPERLY
13. NOT PROPERLY INDEXED
14. PETITIONS / APPEALS / APPLICATIONS :
  - (i) NOT IN SUPERIOR QUALITY A4 SIZE PAPER / LESS THAN 75 GSM PAPER
  - (ii) NOT IN PROPER FONT / NOT IN PROPER FONT SIZE
  - (iii) MARGIN NOT PROPER / LINE SPACING NOT PROPER
  - (iv) NOMENCLATURE NOT CORRECTLY INDICATED
  - (v) ALL PAPERS NOT PROPERLY SIGNED
  - (vi) NAME OF THE FILING ADVOCATE NOT IN CAPITAL LETTERS / ENROLMENT NUMBER NOT INDICATED WHEREVER SIGNATURE OF SUCH ADVOCATE APPEARING IN THE PETITION / APPEAL / APPLICATION
15. APPLICATION CONTAINS MORE THAN ONE PRAYER
16. LIMITATION PERIOD EXPIRED 6
17. REFERENCE CERTIFICATE NOT FURNISHED
18. CERTIFIED COPY OF TRIAL / APPELLATE COURT ORDER NOT FILED 6
19. UNDERTAKING FOR FILING OF TRANSLATED COPY NOT FILED 6
20. VERNACULAR CERTIFICATE NOT FURNISHED 6
21. STATUTORY DEPOSIT / AWARDED AMOUNT NOT DEPOSITED
22. OTHER DEFECT (IF ANY)

DEFECTIVE/READY

SUBJECT—

SUB-CATEGORY—

SINGLE JUDGE/DIVISION BENCH (Put ✓ mark)

Tender

21-9-23  
(Full signature of Stamp Reporter)

9438176146

1. RFA/RSA/FAO/SAO/LPA/SPA/CRP/Review, Pet/O.Ref./EXFA/EXSA/SM/APP/  
Tr.P.(C)/W.P.(C)/WA/SCLP/Co.Appl./Co.Pet/Co.Case/Co.App/Bkg.P./Mat.A/Mat/  
Ref/RP(FAMCT) Test Case/Intest. Case/L.A. Ref/RCFA/LAA/RCSA/RE Rev/  
MAC/ MAC APP/EL Pet/ELAPP/Arb.a/Arb.A/ Insurance Ref./CONT. Case(c)/  
Contd. App(c)/MFA (Name of the Act/MSA/S.P. JC (name of the Act) Crl. A/ Crl. .  
Rev/Cki.M.C./BLAPL/Cal. M. APP/WP (Crl.) CUSREF STREV  
Case Type W.P.(C) No. 29529/2023 / Date of Regn.

2. If "State" is a Party, Name the Deptt. (Pet./Res.) [ put mark]

State of Orissa  
If Public Undertakings (specify name) (Pet./Res.) [put mark]

3. (a) Number of Category under which the matter falls :

28

20

08

If others, specify the subject: \_\_\_\_\_

(b) Which id applicable ? [ put mark ]

(Single Bench / Div. Bench / Three Judge Bench / Five Judge Bench)

4. Article of the Constitution / Act (Central/State) [ put mark]

Art. 226 & 227 of the Constitution of India

5. Section / Sub-section involved : \_\_\_\_\_

6. Rules involved : \_\_\_\_\_

7. Whether any other matter is pending in this Court on the same point of law if, give the number of matter : \_\_\_\_\_

8. Whether any other matter is pending against the impugned order/ Judgment ?  
If so, give the number of matter : \_\_\_\_\_

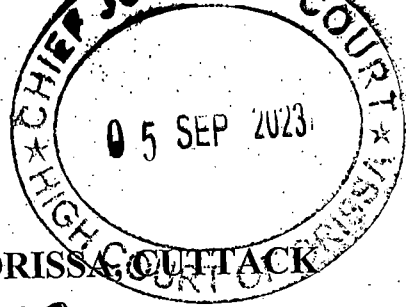
9. Whether the matter is covered by any judgment of the Supreme Court, this Court or any other High Court, if so give the details of the judgment :-  
\_\_\_\_\_

10. Point of law involved in the matter : \_\_\_\_\_

Quintessential Fair Trial  
Petition

Date : 5.9.2023

Signature of the Advocate



IN THE HIGH COURT OF ORISSA, CUTTACK

W.P. (C) No. 29529 Of 2023

Code No. 282008

Sri Ajaya Kumar Prusty ..... Petitioner  
Versus  
State of Odisha and others ..... Opp. Parties

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Cuttack

Date 05.09.2023

For Petitioner, through

ADVOCATE.

PRABODHA CHANDARA NAYAK

ENROLMENT NO.O/279/2007

MOB-9438176146

DB

E-File  
26/09/23

IN THE HIGH COURT OF ORISSA : CUTTACK

W.P.(C) NO.29529 OF 2023

Sri Ajay Kumar Prusty ..... Petitioner

Vrs.

State of Odisha and Others ..... Opp.Parties.

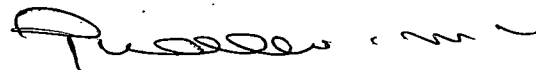
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P.T.O

CUTTACK,  
DTD. 25 .09.2023.

  
ADDL.GOV.T.ADVOCATE

IN THE HIGH COURT OF ODISHA, CUTTACK

W.P.(C) No. 29529/2023

Ajaya Kumar Prusty

..... Petitioner.

-Versus-

State of Odisha and others

.... Opposite Parties.

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CUTTACK.

DATE:06.05.2024.

  
ADVOCATE FOR OPPOSITE PARTY NO.2

PRAJNA SARITA MOHANTY

EN. No. – O-318/2015

MOBILE:- 8763318813

## APPENDIX-I

A

### SYNOPSIS

The op.party No.4 invited tender on 17.04.2023 for Level-II Transport Contractor in Nischintikoili Block for the year 2023-25 (Annexure-3). The authority in violation of the tender conditions qualified the bid of Opp.Party No.6 in proceeding dated 04.05.2023 (Annexure-4). Petitioner filed representation on 12.5.2023 (Annexure-5) to disqualify the bid of op.party no.6 for violation of tender conditions but the authority did not heed to the representation of the petitioner as such, the petitioner filed W.P.(C) No.16691 of 2023 and vide order dated 19.05.2023 the authority was directed to consider the representation of the petitioner. (Annexure-6). But without considering the representation of the petitioner, the opp.party no.4 selected the bid of opp.party no.6 and issue work order vide order dated 5.6.2023 (Annexure-7). Petitioner filed W.P.(C) No.19001 /2023 challenging the order dated 5.6.2023 selecting bid of op.party No.6 and the authority recalled the order dated 5.6.2023 and this Hon'ble Hon'ble Court disposed of the writ petition vide order dated 3.7.2023 (Annexure-8). Thereafter, in pursuance to the order dated 19.05.2023 passed in W.P.(C) No.16691 of 2023 the opp.party No.4 directed the petitioner for hearing on 5.7.2023 and petitioner appeared. But without considering the representation of the petitioner as per the terms and condition of tender,

B

the opp.party No.4 vide order dated 7.7.2023 selected the bid of the opp.party No.6 in violation of the tender conditions.(Annexure-9). Petitioner filed petition against the order dated 7.7.2023 with notes of submission (Annexure-10) before the Id. Collector. The opp.party No.6 filed his reply under Annexure-11. But without hearing the submission of the petitioner, the opp.party No.3 selected the bid of opp.party no.6 in violation of the tender conditions vide order dated 16.8.2023 under Annexure-1 and office order dated 17.8.2023 under Annexure-2. Copy of bid of op.party No.6 uploaded is under Annexure-12.

Hence, this writ petition is filed against the order dated 16.8.2023 and 17.8.2023 of the Ld. Collector in selecting the bid of opp.party no. 6 in violation of the tender conditions.

  
ADVOCATE.

PRABODHA CHANDARA NAYAK  
ENROLMENT NO.O/279/2007  
MOB-9438176146

Cuttack

Date 05.09.2023

C

## APPENDIX-II

### LIST OF DATES AND EVENTS

**17.04.2023-** Tender invited for the work Level-II Transport Contractor in Nischintikoili Block for the year 2023-25. **Annexure-3 pg. 22-122**

Clause 2-Bidding process and clause (v) stipulates that *"Furnishing scanned copy of all required documents with his/her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection."*

Clause 2(xii)- Signing of tender (a) *The prospective bidder can down load the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off line and upload the completed bid with his/her signature at his convenience within the due date and time of submission.*

Clause-12 Evaluation of tender and clause (ii) *failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.*

**04.05.2023-** The Op.Party No.4 selected op.party No.6's bid illegally, arbitrarily and in violation of tender conditions. **Annexure-4 pg. 123-125**

**12.05.2023-** Petition submitted representation before the authority to disqualify the bid of Opp.party No.6, for violation of tender conditions and not signing tender page 12 and 32 and tender guide lines at pg. 13


clause 3.4. and 3.4.1 and not complying mandatory conditions of tender. **Annexure-5 pg. 128**

**19.05.2023-** Petitioner filed writ petition not considering the representation of the petitioner as such petitioner filed W.P.(C) No.16691 of 2023 and this Hon'ble Court directed the authority to consider the representation of the petitioner and pass order in accordance with law. **Annexure-6 pg. 127-130**

**05.06.2023-** Without considering the representation of the petitioner, the opp.party No.4 issued work order in favour of Opp.Party No.6 **Annexure-7 pg 131**

**03.07.2023-** Petitioner filed W.P. (C) No.19001 of 2023 challenging the order dated 5.6.2023 and opp.party No.4 recalled the order dated 5.6.2023 and writ petition was disposed. **Annexure-8 pg. 132-133**

**07.07.2023-** The opp.party No.4 in pursuance to the order dated 19.05.2023 passed in W.P. (C) No.16691 of 2023 heard petitioner representation and held that the Opp.Party No.6 has not signed in the page 12 and 32 of the tender documents which is inadvertent but selected the bid of Opp.Party No.6 **Annexure-9 pg. 134-135**

 The petitioner filed petition before the Id. Collector against the order dated 07.07.2023 selecting the bid of opp.party No.6 and filed notes of submission that the opp.party No.6 has violated the terms and conditions of the tender but the tender committee selected the bid of opp.party No.6 which is illegal,

arbitrary and prayed to reject the bid of opp.party No.6

**Annexure-10** pg. 136-165

Opp.party No.6 filed reply **Annexure-11** pg. 166-169

Opp.Party No.6 uploaded the bid documents

**Annexure-12** pg. 170-249

**16.08.2023-** The opp.party No.3 without following the mandatory tender conditions and without considering the notes and submission of the petitioner stated that the opp.party No.6 has complied all the conditions of the tender and selected him vide order dated 16.8.2023

**Annexure- 1** pg. 18-20

And vide office order dated 17.8.2023 directed to issue work order in favour of Opp.Party No.6 **Annexure-2**

pg. 21

  
ADVOCATE.

PRABODHA CHANDARA NAYAK  
ENROLMENT NO.O/279/2007.  
MOB-9438176146

Cuttack

Date 05.09.2023



IN THE HIGH COURT OF ORISSA, CUTTACK.

(ORIGINAL JURISDICTION CASE)

W.P.(C) No. 29529 of 2023.

CODE NO. 282008

44869

IN THE MATTER OF:

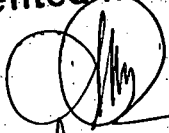
An application Under Article 226  
and 227 of the Constitution of  
India;

AND

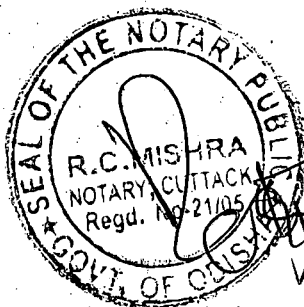
IN THE MATTER OF:

An application challenging the  
illegal, arbitrary, unfair and  
unreasonable decision of the Ld.  
Collector, i.e. Opp.Party No.3 vide  
order dated 16.8.2023 under  
Annexure-1 in selecting Opp.party  
No.6 bid and vide office order dated  
17.08.2023 Annexure-2 allowing  
the opp.party N.6 to function as  
Level-II Transport Contractor in  
Nischintikoili Block for the year  
2023-25 in violation of the  
mandatory tender conditions i.e.  
clause 2(v), 2(xii), 12(ii), clause  
3.4. & 3.4.1 and rejected the  
representation of the petitioner  
dated 12.05.2023 and without  
considering the notes and

Presented in Court

  
B.O.  
05/09/2023





submission submitted before it.  
Such decision of the authority is  
contrary to the terms of the Tender  
conditions, without authority and  
violative of Article 14 of the  
Constitutions of India:

AND

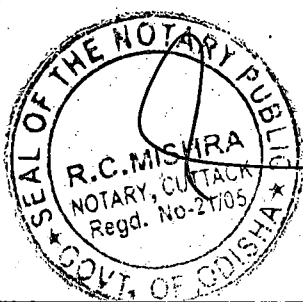
IN THE MATTER OF:

Sri Ajay Kumar Prusty, aged about  
52 years, S/o-Late Rama Chandra  
Prusty, resident of Santapur,  
P.O/P.S – Nemala, Dist – Cuttack.

..... PETITIONER.

-VERSUS -

1. State of Odisha, represented  
through the Principal Secretary,  
Department of Food Supplies and  
Consumer Welfare, Odisha  
Secretariat, Bhubaneswar, Dist –  
Khurda.
2. Odisha State Civil Supplies  
Corporation Ltd. represented  
through its Managing Director, At:  
1C/2, Nayapalli, Bhubaneswar.
3. The Collector, Cuttack,  
Dist- Cuttack.(Approval authority)



4. The District Manager, Odisha State Civil Supplies Corporation Ltd. Cuttack, Dist- Cuttack.
5. The Chief Civil Supplies Officer, Odisha State Civil Supplies Corporation Ltd. Collectorate Compound, P.O.- Chandini Chowk, Dist – Cuttack.
6. Meghna Mines and Minerals Resources Pvt. Ltd., N4/208, Nayapalli, Bhubaneswar, Dist – Khurda, represented by its Managing Director

..... **OPPOSITE PARTIES.**

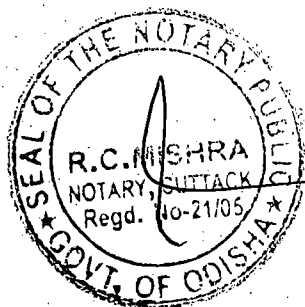
The matter, out of which this Writ Application arises, was in W.P.(C) No.16691 disposed of on 19.5.2023 and W.P. (C) No.19001 of 2023 disposed of on 03.07.2023 as per instruction of the petitioner.

To

Hon'ble Chief Justice of the High Court of Orissa and His Lordship's Companion Justices of the said Hon'ble Court.

*[Handwritten signature]*

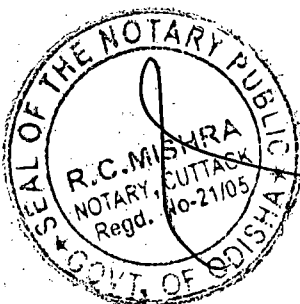
The humble petition of the  
Petitioner above named;



MOST RESPECTFULLY SHEWETH: -

1. That the petitioner inter alia files this Writ Application under Article-226 and 227 of Constitution of India, challenging the illegal, arbitrary, unfair and unreasonable decision of the authority i.e. Opp.Party No.3 vide order dated 16.8.2023 under Annexure-1 in selecting Opp.party No.6 bid and vide office order dated 17.08.2023 Annexure-2 allowing the opp.party N0.6 to function as Level-II Transport Contractor in Nischintikoili Block for the year 2023-25 in violation of the mandatory tender conditions i.e. clause 2(v), 2(xii), 12(ii), clause 3.4., & 3.4.1 and rejected the representation of the petitioner dated 12.05.2023 and without considering the notes and submission submitted before it. Such decision of the authority is contrary to the terms of the Tender conditions, without authority and violative of Article 14 of the Constitutions of India: Copy of the order dated 16.8.2023 and order dated 17.08.2023 passed by opp.party No.3 is filed herewith as **Annexure-1 & 2**

(A) That it is humbly submitted that Clause 2-Bidding process and clause (v) stipulates that *"Furnishing scanned copy of all required documents with his/her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection."*



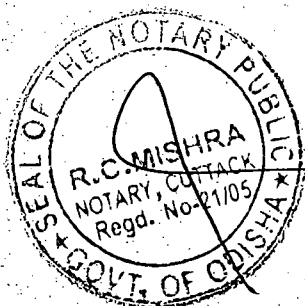
Clause 2(xii)- Signing of tender (a) *The prospective bidder can down load the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off line and upload the completed bid with his/her signature at his convenience within the due date and time of submission.*

Clause-12 Evaluation of tender and clause (ii) *failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.*

It is humbly submitted that the opp.party No.6 without signing the tender paper i.e.page-12 and 32 has uploaded the documents and inspite of objection of the petitioner to disqualify the bid of opp.party No.6 not meeting the mandatory tender conditions, the opp.party No.3 selected the bid of opp.party No.6 holding that the Opp.party No.6 has digitally signed and uploaded all the required statements, documents, annexure etc. which is contrary to the mandatory terms of the tender, as such, the impugned order dated 16.8.2023 and 17.8.2023 is illegal, arbitrary, unreasonable and same is liable to be quashed.

2. That the Opp.Party No.1 and 3 are the officer of the Government of Odisha, Opp.party no.2,4 and 5 are officer of Odisha State Civil Supply Corporation, which is a State undertaking. As such, they are coming under the definition of State as defined under Article

*[Handwritten signature]*

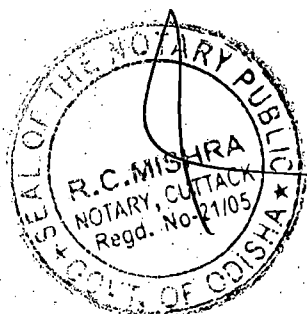


12 of the Constitution of India. As such this writ petition is maintainable and amenable to the Jurisdiction of this Hon'ble Court. The Opp.Party No.6 is the bidder and inspite of violation of tender conditions, the opp.party No.3 has qualified the bid of the opp.party No.6 and directed to execute agreement which is challenged in the present writ petition.

3. That That Opp.Party No.4 floated a notice inviting tender on 17.04.2023 calling upon prospective bidders for selection and appointment of Level -II Contractors for transportation of custom milled rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (RC), for the period two years. In term of the tender notice, the date of opening of technical bid was fixed to 04.05.2023 and the date of opening of financial bid was to be decided after the opening of technical bid.

The copy of tender notice dated 17.04.2023 is filed herewith as Annexure-3.

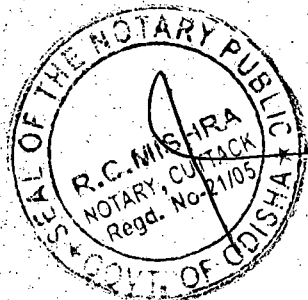
4. That pursuant to tender call notice for the Nischintakoili Block, 3 bidders participated namely Nityananda Sahoo, Ajay Kumar Prusty, Megha Mines & Minerals Resources Pvt. Ltd., M.D, Bikram Kumar Pradhan, whereas, one bidder, i.e, Opp. Party No.6 has not complied the tender condition not signing the bid documents but the authority arbitrarily qualified the bid of Opp. Party No.6 contrary to the terms of tender and same is approved by the Collector, Cuttack. The



copy of proceeding dated 04.05.2023 is filed herewith as **Annexure-4**.

5. That it is humbly submitted that due to illegal and arbitrary decision of the authority in qualifying the bid of the opp.party No.6 the petitioner filed representation before the authority dated 12.05.2023 for disqualification of bid of opp.party No.6 not signing the tender page 12 and 32 and tender guideline at page 13 clause 3.4. and 3.4.1 and not complying the mandatory conditions of the tender, but the authority did not heed to the petitioner representation, as such the petitioner filed W.P.(C) NO.16691 of 2023 challenging the illegal and arbitrary decision of the authority in selecting opp.party No.6 and this Hon'ble Court vide order dated 19.05.2023 disposed of the writ petition and directed the opp.party No.3 to consider the representation of the petitioner and pass appropriate order in accordance with law within a period of three months from the date of production of certified copy of the order. Copy of the letter dated 12.05.2023 is filed as **Annexure-5** and Copy of the order dated 19.05.2023 passed in W.P. (C) No.16691 of 2023 is filed herewith as **Annexure-6**.

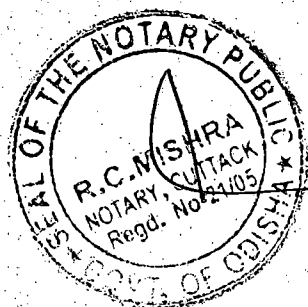
6. That the petitioner communicated the order dated 19.05.2023 of this Hon'ble Court to the Ld. Collector to disqualify the opp.party no.6 not signing the tender pager at page 12 and 13 but without consideration of representation of the petitioner, the



opp.party No.4 selected the opp.party No.6 for the subject work by order dated 5.6.2023. Copy of the order dated 05.06.2023 selecting the op.party No.6 is filed as **Annexure-7**.

7. That it is humbly submitted that without disposing the representation of the petitioner dated 12.05.2023 , the authority selected Op.Party No.6 as such the petitioner challenged the illegal and arbitrary order dated 05.06.2023 before this Hon'ble Court in W.P.(C) No.19001 of 2023 and vide order dated 28.06.2023, notice was issued for personal appearance and the opp.party No.4 filed show cause affidavit stating that the letter dated 05.06.2023 issued by opp.party No.3 has been recalled vide order No.1857 dated 30.06.2023 and in view of the above, the writ petition was disposed of. Copy of the order dated 03.07.2023 passed in W.P. (C) No.19001of 2023 is filed herewith as **Annexure-8**.

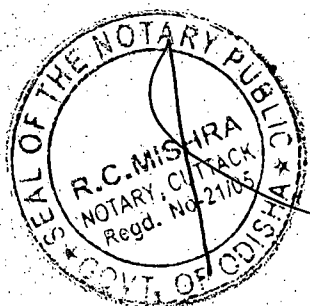
8. That thereafter, the Opp.Party No.4 in pursuance to the order dated 19.05.2023 passed in W.P.(C) No.16691 of 2023 directed the petitioner to attend the court of Collector, for hearing on 05.07.2023 of the representation of the petitioner. The Opp.Party No.4 heard the representation of the petitioner dated 12.05.2023 and held that "the Opp.Party No.6 has not signed in the page 12 and 32 of the Tender Document. The bidder has agreed before the Committee that due to error of omission, it has been skipped and the same



is unintentional and he has submitted an affidavit in Annexure-7 that he has agreed to abide by the terms and conditions of the tender documents and the tender committee unanimously decided to allow the opp.party No.6 to get the work and further held that there was no violation in the tender rules. Further held that the committee has gone through the grievance of the petitioner and verified the documents and observed that all required document were signed, except one or two pages which has been inadvertently skipped. Copy of the order dated 07.07.2023 is filed herewith as **Annexure-9.**

9. That thereafter, the petitioner filed petition before the opp.party No.3 against the illegal and arbitrary order dated 07.07.2023 passed by Opp.Party No.4 selecting the opp.party No.6 and submitted that the opp.party No.4 has taken decision in selecting the opp.party No.6 is illegal, arbitrary, unreasonable and contrary to the tender condition as well as principle of law as decided by this Hon'ble Court in similar case in Mukesh Kumar Agarwal vs. State of Odisha in W.P.(C) No.18325 of 2023 . The petitioner requested the authority to reject the bid of the opp.party No.6 on the following grounds

Clause 2-Bidding process and clause (v) stipulates that *"Furnishing scanned copy of all required documents with his/her signature is mandatory otherwise his/her tender shall be*

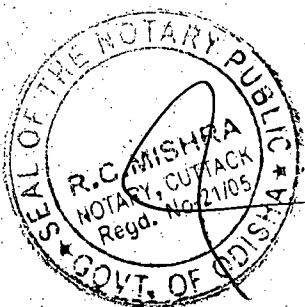


*declared as non-responsive and thus liable for rejection."*

That clause 2(xii)- Signing of tender (a) *The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off line and upload the completed bid with his/her signature at his convenience within the due date and time of submission.*

Clause-12 Evaluation of tender and clause (ii) *failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.*

10. That the petitioner before the opp.party No.3 submitted that in Mukesh Kumar Agrawal vs. State of Odisha in W.P. (C) No.18325 of 2023 in para-10 of the writ petition in a similar case the Id. Counsel of the State argued that since there were minor deficiencies with regard to the bid submitted by the op.party the technical evaluation committee ignored the same and allowed the bidders and submitted that the Corporation has every right as per terms of the notice inviting tender to ignore such trivial mistakes. The Hon'ble Court held that the conditions stipulated in the notice inviting tender are absolutely clear and if somebody does not satisfy the requirement of the tender

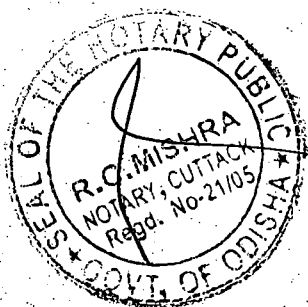




documents, his bid has to be disqualified. Further held that if such conditions are to be ignored then what is the fun of putting such conditions by the Corporation in the notice inviting tender for the purpose of evaluation of technical bid. For all these reason the contentions raised by the ld. Counsel for the corporation has no force, as because once Corporation has put the conditions, subsequently such conditions can not be ignored by the Corporation. If the Corporation does so, it would be implied that what the Corporation could not do directly, now they are doing so indirectly, which is not permissible under law. The Hon'ble High Court held that the entire process of the selection held pursuant to notice inviting tender can not be sustained in the eye of law and accordingly the order was quashed and in view of such position of law, the bid of Meghna Mines and Mineral Resources Pvt.Ltd. be rejected.

Copy of the Notes and submission with copy of judgment passed in W.P.(C)No.18325 of 2023 in case of Mukesh Kumar Agarwal vs. State of Odisha is filed herewith as **Annexure-10**.

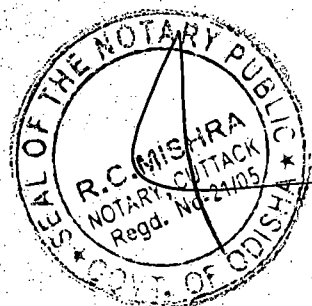
11. That the opp.party No.6 filed reply to the notes and submission of the petitioner and admitted that all required document is signed except one or two pages which is inadvertent. Copy of the reply of the opp.party No.6 is filed herewith as **Annexure-11** and copy of uploaded bid of op.party No.6 is filed as **Annexure-12**.



12. That the Ld. Collector vide order dated 16.08.2023 rejected the representation of the petitioner and without following mandatory conditions of the tender,(supra) held that the opp.party No.6 has digitally signed and uploaded all required statements, documents, annexure etc. in conformity with the clauses and held that the tender committee has correctly selected the op.party No.6 for being level-II Transport Contractor in respect of the present work which is illegal, arbitrary, unreasonable, and in violation of the tender conditions as well as contrary to the decision of the Hon'ble Court.

13. That the petitioner has specifically stated that selection of op.party No.6 is illegal and arbitrary for non-compliance of tender conditions which is mandatory. The ld. Collector held that clause 2(xiii) of the tender document signing of tender specifies that the bidder shall digitally sign on all statement, documents and certificates uploaded by him owning responsibility for their correctness/authenticity as per IT Act.2000 and clause 3(xv) specifies that, the bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document and clause 2(xvi) specifies that the bidder needs to upload the required documents, annexure (1 to 7) and appendix-II for consideration.

14. That it is submitted that the ld. Collector has not followed the mandatory clause 2(v) clause 2(xii) and

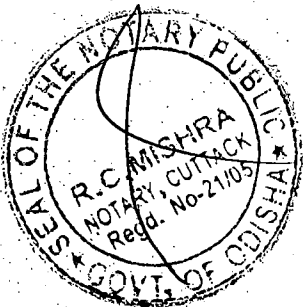


clause 12 evaluation of tender and clause (ii) failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.

15. That the Id. Collector has specifically noted that the petitioner has filed notes and submission with copy of decision of this Hon'ble Court in W.P. (C) No.18325 of 2023 in case of Mukesh Kumar Agarwal, but same has not been considered and the Id. Collector has exceeded its jurisdiction, as such, the impugned order is arbitrary and liable to be quashed.

16. That it is humbly submitted that the petitioner is continuing such work and so also the petitioner has complied all conditions of the tender. The Collector without considering the objection of the petitioner which was directed to the Ld.collector to dispose of the same in accordance with law, the Ld. collector has approved work order in favour of Opp.Party No.6 inspite of violation of tender conditions and if the work order is carried out the petitioner who has complied all conditions of the tender shall suffer irreparable loss and on the other hand, a disqualified bidder will get work order.

17. That Hon'ble Apex Court in case of Vice Chairman & Managing Director, City and Industrial Development Corporation of Maharashtra Ltd. and Another vs. Shishir Realty Private Limited and Others



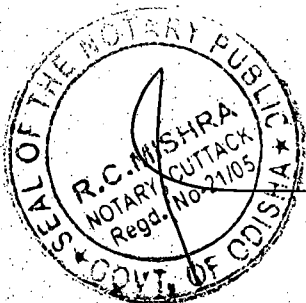
reported in 2021 SCC OnLine SC 1141 at paragraph-72 & 73 pleased to held that :

72. *Before we state the conclusions, this Court would like to reiterate certain well-established tenets of law pertaining to Government contracts. When we speak of Government contracts, constitutional factors are also in play. Governmental bodies being public authorities are expected to uphold fairness, equality and rule of law even while dealing with contractual matters. It is a settled principle that right to equality under Article 14 abhors arbitrariness. Public authorities have to ensure that no bias, favouritism or arbitrariness are shown during the bidding process. A transparent bidding process is much favoured by this Court to ensure that constitutional requirements are satisfied.*

73. *Fairness and the good faith standard ingrained in the contracts entered into by public authorities mandates such public authorities to conduct themselves in a nonarbitrary manner during the performance of their contractual obligations.*

As such decision making process of Tender Committee is arbitrary and illegal.

18. That under the aforesaid circumstances, the petitioner finding no other alternative, speedy and efficacious remedy, is filing the present writ application by invoking the extraordinary jurisdiction

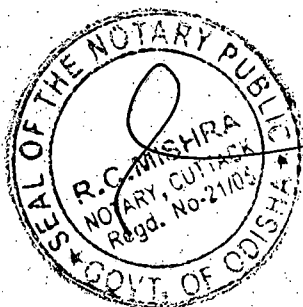


of this Hon'ble Court under Articles 226 and 227 of the Constitution of India for appropriate reliefs.

### P R A Y E R

It is therefore prayed that, this Hon'ble Court may be graciously pleased to issue Rule NISI, in the nature of any appropriate writ/writs and/or any other writ/writs and/or order/orders and/or direction/directions calling upon the opp. parties to show cause as to why:-

- (i) The order dated 16.08.2023 (Annexure-1) and the office order dated 17.8.2023 (Annexure-2) passed by Opp.Party No.3 in selecting and awarding the contract in favour Opp.Party No.6 shall not be declared illegal, arbitrary and same shall not be quashed being violative of Article 14 of the Constitution of India;
- (ii) The decision making process of the Opp.Party No.3 under Annexure-1 and 2 shall not be declared illegal, arbitrary, unreasonable and contrary to the tender conditions and same shall not be quashed.
- (iii) The work order shall not be issued in favour of the petitioner as the petitioner has qualified all the eligible criteria as per tender conditions for the work for Level- II transport contractor for the biennial year 2023-25 for transportation of



food grains to the retail centres of Nischintakoili block.

And/or to pass such other order/ orders, direction/ directions as this Hon'ble Court deems just, fit , equitable and proper in the facts and circumstances of the present case;

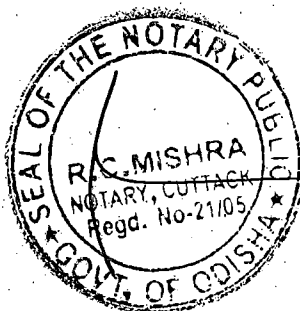
And for this act of kindness, the petitioner shall as in duty bound ever pray.

For Petitioner, through  
ADVOCATE.

PRABODHA CHANDARA NAYAK  
ENROLMENT NO.O/279/2007  
MOB-9438176146

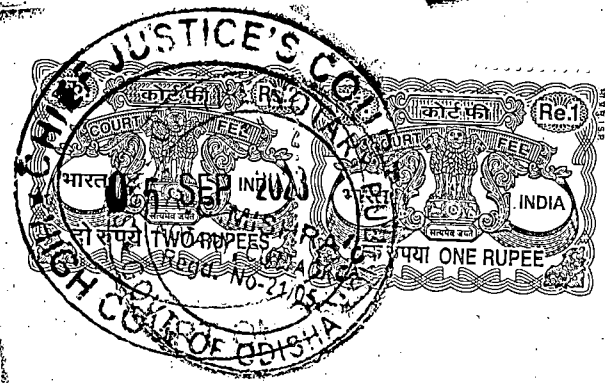
Cuttack

Date 05.09.2023



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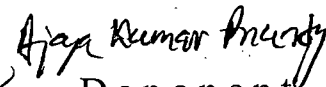
## AFFIDAVIT

I Sri Ajay Kumar Prusty, aged about 52 years, S/o-Late Rama Chandra Prusty, resident of Santapur, P.O/P.S – Nemala, Dist – Cuttack. do hereby solemnly affirm and state as follows:

1. That I am the petitioner in this petition and competent to swear this affidavit.
2. That the facts stated above are true to the best of my knowledge.

Identified by:

  
Advocate.

  
Deponent.

## Certificate.

Certified that due to non availability of cartridge papers this has been typed on white papers.

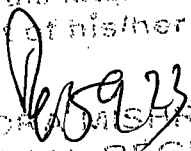
  
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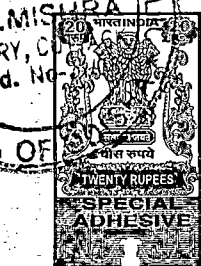
PRABODHA CHANDRA NAYAK  
B.C. NO.0279/2007  
MOBILE-9438176146

Cuttack

Date 05.09.2023

Solemnly affirm on in Oath by the Deponent  
at Cuttack on.....being identified  
by .....  
Advocate/Adv's Clerk/S.O., AG's office/Notary  
Personally, that the facts stated above are  
true to the best of his/her knowledge.

  
RAMA CHANDRA MISHRA, NOTARY  
CUTTACK TOWN, REGD. No-21/05



18

CHIEF JUSTICE  
HON'BLE HIGH COURT OF  
ORISSA  
15 SEP 2023  
-1

**Hearing & Disposal of the representation filed by Sri Ajaya Kumar Prusty, as per the Order Dt.19.05.2023 of the Hon'ble High Court of Orissa passed in W.P. ( C ) No.16691 of 2023.**

16.08.2023

1. Perused the representation of the Petitioner. Ld. Counsel for the Petitioner has submitted that one applicant named M/S Meghna Mines & Minerals Resources Pvt. Ltd., which is a partnership firm applied for L-II Transport Contactor under OSCSC Ltd without signing the tender at page 12 & 32 as per Tender paper guidelines at Page-13 clause 3.4, 3.4.1. So the Tender paper without any valid signature of tenderer can't be qualified to take part in financial bid process. Hence intervention is prayed in the matter for taking action for disqualification of the tenderer. In support of his above claim Ld. Counsel for the Petitioner cited the Order of the Hon'ble High Court passed in W.P. ( C ) No.18325 of 2023.

2. Detailed hearing has been made with all concerned on 21.07.2023.

3. Ld. Counsel Sri H.N.Mohapatra appears on behalf of Meghna Mines & Minerals Resources Pvt. Ltd. In his arguments and submission he states that he has already narrated all the facts in his written submission on the representation Dt.12.05.23 of the Petitioner, which finds place in the relevant file.

He emphatically denies all the charges/allegations with regard to not signing of Tender Paper alleged by the Ld. Counsel for the Petitioner. He has specifically mentioned that, overall the Tender is an e-tender one. As per the e-tender provision, the bidder is required to type his/her user ID & password. The system will again ask to select the DSC & confirm it with the password of DSC for each log in. The system checks the unique ID, password & DSC combination & authenticates the Login process for use of portal. Therefore, allowing M/S Meghna Mines & Minerals Resources Pvt. Ltd., by the District tender Committee is within its preview as per Clause-1(f) at Page-26 of the Tender Paper. As per the e-tender process, all the

15/9/23

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documents uploaded by the Op. Party No.6 have been signed digitally. Hence, the representation submitted by the Petitioner being devoid of merit should be dismissed.

4. Heard Learned Counsel on behalf of both the parties, Learned G.P. & the CCSO-Cum-DM., OSCSC Ltd., and the Proceeding Dt.12.05.2023 of District Level Tender Committee(DLTC). Examined all the documents including the representation of Petitioner in detail. Before taking into any decision in the matter, the following points are to be examined which are in the Tender Paper:

The Clause No.2 (xiii) of the Tender document Signing of Tender: Specifies that, 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.

The Clause No.2(xv) specifies that, the bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

The Clause No.2(xvi) specifies that, the bidder needs to upload the required documents, annexure(1 to 7) and appendix-II for Consideration.

5. On examination of the records, it is noticed that, the Opposite Party No.6 i.e M/S Meghna Mines & Minerals Resources Pvt. Ltd., has digitally signed and uploaded all required statements, documents, annexure etc. in conformity with the Clauses mentioned supra. As M/S Meghna Mines & Minerals Resources Pvt. Ltd., has quoted the Lowest rate of transportation charges among all the bidders including the petitioner, by the District Level Tender Committee (DLTC) has correctly selected it for being Level-II Transport Contractor in respect of Nischintakolli Block area.

6. In view of the above findings, the representation Dt.12.05.23 of the Petitioner merits no consideration & hence rejected.

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Accordingly, the Order Dt. dated 19.05.23 of the Hon'ble High Court of Orissa  
passed in W.P. ( C) No.16691 of 2023 is complied.

Orders pronounced in the open court today i.e. 16<sup>th</sup> August 2023.


Intimate all concerned.

Dictated and Corrected by me.

  
Collector, Cuttack

  
Collector, Cuttack

True Copy Attested

  
Advocate



**ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., CUTTACK**

(E-Mail: [oso.cuttack@gmail.com](mailto:oso.cuttack@gmail.com))

No. 2484 / Dt. 17.8.23

To

The Superintendent,  
Hon'ble High Court of Odisha,  
Cuttack.

Sub.: Compliance to Order No.01/Dt.19.05.2023 passed in WP (C) No.16691/2023.  
(Ajaya Kumar Prusty Vrs. State of Odisha & others)

Esteemed Sir,

With reference to the subject cited above, I am to submit that, the Order No.01/Dt.19.05.2023 passed by Hon'ble High Court, Odisha has been complied by the Collector-cum-Chairman, District Tender Committee, Cuttack and the representation of the Petitioner has been disposed. The copy of the above orders of Collector, Cuttack is enclosed herewith for favour of your kind information.

Yours' faithfully

  
CCSO-cum-District Manager,  
OSCSC Ltd., Cuttack

Memo No. 2485 / Dt. 17.8.23

Copy along with copy of orders of Collector-cum-Chairman, District Tender Committee, Cuttack forwarded to Sri Ajaya Kumar Prusty for information.

Copy along with copy of orders of Collector-cum-Chairman, District Tender Committee, Cuttack forwarded to Meghna Mines and Minerals Resources Pvt. Ltd., MD, Bikram Kumar Pradhan for information.

Copy along with copy of orders of Collector-cum-Chairman, District Tender Committee, Cuttack submitted to the General Manager (PDS) / Manager (Law) for favour of kind information.

  
CCSO-cum-District Manager,  
OSCSC Ltd., Cuttack

True Copy Attested

  
Advocate

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Annexure-3

**LEVEL-II TRANSPORT CONTRACTOR 2023-25****NOTICE INVITING TENDER**

Office of District Manager

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

**CUTTACK** (District) Phone: 0671-2507744TENDER No **1126**, /Dated: **17.04.2023**.**Cost of Tender Document:- Rs.5900/- Inclusive of GST for each RRC to Unit (Block/ULB) combination of the district.****Online Tenders are invited from eligible bidders for selection and appointment of Level-II contractor for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS).**

1	Availability of tender documents	From Date 19.04.2023 Downloadable from website: <a href="http://www.oscsc.in">www.oscsc.in</a> , <a href="http://www.foododisha.in">www.foododisha.in</a> & <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>
2	Date, time and venue for pre-bid conference.	On dt 21.04.2023 at..11.30 AM Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
3	Last date and time for <b>online</b> submission of completed Tender Documents with enclosures	Through e-Procurement Portal: <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> Up to 5.30 PM of dt. 03.05.2023.
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt 04.05.2023 at 11.30 AM , Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt 04.05.2023 at 11.30 AM , Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
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	Office of the CCSO cum DM, OSCSC Ltd., Cuttack
8	Validity Period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note: - The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the bidders.
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 9438200037 Accounts Head . No 9437202302.

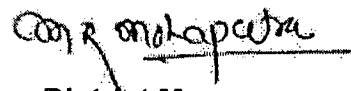
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	(ii) State Procurement Cell:-0674-2530998 / 18003456765
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N.B: 1. If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.

2. District Tender 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](http://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](http://www.tendersodisha.gov.in), [www.oscsc.in](http://www.oscsc.in) & [www.foododisha.in](http://www.foododisha.in).

  
District Manager  
OSCSC Ltd., Cuttack

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**TENDER PAPER**  
**(Level-II Transport Contractor)**  
**OFFICE OF THE DISTRICT MANAGER**  
**ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
**CUTTACK DISTRICT.**

Tender No. 1126 /Date: 17.04.2023

**TENDER DOCUMENTS**

Cost of Tender Paper – Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST for each RRC to Unit (Block / ULB) combination of the district.

**INVITATION TO TENDER & INSTRUCTION TO BIDDERS FOR TRANSPORTATION OF**  
**FOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO RETAIL**  
**CENTRES(FPS) YEAR- 2023-24 & 2024-25.**

**1. GENERAL INFORMATION:**

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

**1.2 The Unit shall mean:**

- i. One Block or,
- ii. One Block and adjoining one NAC together or,
- iii. One Municipality.
- iv. The Bhubaneswar Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.
- v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

**1.3 Level-II Transport Contractor shall be appointed in the following manner.**

- i. **One RRC tagged with one or more Units:**



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

Example: -

- RRC - 'R'
- Units tagged - 'U<sub>1</sub>', 'U<sub>2</sub>', 'U<sub>3</sub>'
- Same or different contractor(s) can be appointed for Unit 'U<sub>1</sub>', 'U<sub>2</sub>' & 'U<sub>3</sub>' at a same rate or different rate(s) depending upon the lowest rate quoted.

ii. **More than one RRC located inside a Unit & are tagged to that Unit:**

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

Example: -

- Unit - 'U'
- RRCs tagged to Unit 'U' - 'R<sub>1</sub>' & 'R<sub>2</sub>'
- One contractor shall be appointed at a single rate for transportation of foodgrains to the retail centres of Unit 'U' from both the RRCs i.e. 'R<sub>1</sub>' & 'R<sub>2</sub>'. The bidder applying for Unit 'U' shall quote a single rate for both RRCs 'R<sub>1</sub>' & 'R<sub>2</sub>'.

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

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

Example: -

- RRC located in different Units - 'R<sub>1</sub>' & 'R<sub>2</sub>' RRC 'R<sub>1</sub>'  
located inside Unit 'U<sub>1</sub>' - Deals with rice
- RRC 'R<sub>2</sub>' located inside Unit 'U<sub>2</sub>' - Deals with wheat
- Unit tagged - 'U<sub>1</sub>',
- One contractor will be appointed for the RRC 'R<sub>1</sub>' for transportation of rice as well as for the RRC 'R<sub>2</sub>' for transportation of wheat to the retail centres of Unit 'U<sub>1</sub>' depending upon the lowest rate quoted.

1.4 **Tender Paper shall be submitted in the following manner:**

- i. Tender shall be submitted for each Unit of a district. BMC & CMC shall be considered as 03 separate Units.
  - ii. In case one Unit is tagged to more than one RRC located inside that Unit, then one tender paper shall be submitted quoting a single rate.
  - iii. In case one Unit is tagged to more than one RRC dealing with different or same commodities (rice & wheat) located in different Units, then one tender shall be submitted quoting a single rate for each such RRC.
- 1.5 Original documents as per the Checklist (**APPENDIX-II**) shall be produced by the bidder on the specified date and time for verification by the District Tender Committee.
  - 1.6 The bidder has to submit the Tender Paper, Appendices & Annexures with seal and signatures on each and every page.
  - 1.7 The bidder shall read all the instructions and guidelines carefully before filling up the tender and submitting the same so that there will be no ambiguity later on.
  - 1.8 **All the terms and conditions of the tender document along with its annexures & appendices shall form part of the required Agreement.**
  - 1.9 Tender paper not accompanied with all the Schedules / Annexures, Documents as detailed at Checklist (**APPENDIX-II**) intact and duly filled in & signed shall be liable for rejection.
  - 1.10 The validity period of bid will be 120 days.
  - 1.11 Separate Agreement shall be executed for transport operation in each Unit. In case a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit selected.
2. **BIDDING PROCESS:**
- i. 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. **Registration in Portal:** Bidders intending to participate in the tender are required to register in the Portal i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is

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

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

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

- iii. **Downloading Tender Documents:** The tender documents uploaded by the Tender Inviting Officer 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 be for a 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.

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

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

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- vi. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.
  - vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
  - viii. Any third party/company/person under a service contract for operation of e-tender system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the tender processes that are undertaken through the e-tender system irrespective of who operates the system.
  - ix. **Format of the Tender:** The Tender shall be submitted in two parts:
    - (a) Part I : Technical Bid
    - (b) Part II : Financial Bid
  - x. **Contents of Technical Bid:** The bidder must submit the particulars / documents as detailed in Check List (Appendix-II) online within the timeline as set out in the Notice Inviting Tender failing which the tender **shall be treated as incomplete and disqualified in Technical Bid.**
  - xi. **Contents of Financial Bid:**
    - a. The bidder must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities **online BoQ (in ".xls" format)**.
    - b. The bidder shall submit the financial bid online.
    - c. Mentioning of rate anywhere in the bid documents other than the designated location of financial bid (online BoQ) by the bidder shall result in disqualification of the bidder.
  - xii. **Signing of Tender:**
    - (a) The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed bid with his/her signature at his convenience within the due date and time of submission. The bidder shall only submit *single* copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) within

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due date of submission. In the Financial Bid the bidder has to write the figures in the designated cell only. The Bidders are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

- (b) The bidder shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The bidder shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.
  - (c) The Bidder shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.
  - (d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the bidder should click on submit button.
  - (e) In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.
  - (f) The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non- submission of legible documents may render the tender non-responsive.
- xiii. Signing of Tender: The Bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, 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.

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- xiv. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The bidder shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100-dpi with black and white option. Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the bidder is required to take those into account before submitting the tender by the due date. The Officer inviting tender will provide entire tender document along with appendices and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (*printable in A4 size paper*) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. Mentioning of 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. Use of DSC of appropriate class shall effect submission of documents.
- xv. ✓ The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- xvi. The bidder needs to upload the required documents, annexures (1 to 7) and appendix-II for consideration.
- xvii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xviii. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-6. The bidder shall have to pay an amount of Rs.5900/- only (Rupees Five thousand Nine hundred only) as tender paper cost along with the Tender. Bidders will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document-Fee and EMD.
- xix. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

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- xx. **Deadline for Submission of Tender:** The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender submission shall remain **unaltered** even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.
- xxi. Prior to submission of tender, the bidder needs to ensure the following among other thing:
- a) Payment of Tender document fees & EMD.
  - b) The entire tender document is properly indexed with page number.
  - c) The documents to be up-loaded are properly visible and duly signed.
  - d) Filling of all the prescribed annexures /appendices as detailed in the Tender.
  - e) Enclosing necessary supporting documents.
- xxii. **Late Tenders:** The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers.
- xxiii. **Modification and Withdrawal of Tenders:** In the e-Tender Portal, it is allowed to modify the tender 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, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the EMD will be forfeited.

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xxiv. PRE-BID CONFERENCE & CLARIFICATIONS

- a. District Office shall hold a pre-bid meeting with the prospective bidders on Date 21.04.2023 at 11.30 AM at Office of the CCSO cum DM, OSCSC Ltd., Cuttack.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail ([csso.cuttack@gmail.com](mailto:csso.cuttack@gmail.com)) on or before Date 21.04.2023 at 11.30 AM.
- c. The queries should necessarily be submitted in the word or excel file in the following format:

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

- d. District Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.
- e. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any).
  - i. The Nodal Officer notified by District Office will endeavor to provide timely response to all queries. However, District Office makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does District Office 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, District Office 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.
  - ii. The Corrigendum/Addendum (if any) will be posted on the website [www.oscsc.in](http://www.oscsc.in), [www.foododisha.in](http://www.foododisha.in) & [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). Pre-bid queries clarification shall be forwarded to the respective bidders.
  - iii. Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

Om

- f. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- xxv. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, District Office may, at its discretion, extend the last date for the receipt of tenders.

3. **OTHER TERMS & CONDITIONS:**

- 3.1 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.
- 3.2 A bidder can be appointed in any number of Units in a district. The bidder selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected. The bidder shall upload the vehicle details in Annexure-6 (a) & (b) at the time of bid submission. After that, the successful bidder shall be given 07 days' time in writing to produce documents in support of additional vehicles and he/she may be asked to submit the updated declaration on as per format at Annexure - 6(b) as to the name of Units he/she has been selected for appointment as Transport Contractor in the district and in other districts of the state before execution of agreement. On his/her failure to give such Declaration within 07 days, the EMD shall be forfeited.
  - 3.2.1 In case a bidder selected for appointment in more than one Unit & fails to provide information on additional vehicles or does not own required vehicles for the Units selected within 07 days, he/she shall be appointed in those Units only where he/she has quoted lowest rates according to the number of vehicles owned. In case the bidder has quoted same lowest rate in more Units compared to the number of vehicles owned, he/she shall be appointed in those number of Units, as per the decision of the District Level Tender Committee, according to the number of vehicles owned. Further action as per clause no.3.2 above shall be taken.
  - 3.2.2 In the Units for which a bidder has been selected but doesn't get appointed for the reasons stated above, the District Tender Committee shall negotiate with the 2<sup>nd</sup> lowest bidder qualified in Technical Bid for that Unit or the district in case of Level-I Transport Contractor to operate at the lowest quoted rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest quoted rate, fresh tender may be floated for appointment of new Transport Contractor.

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

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- 3.3 Information about Bidder:** The Bidder must furnish full, precise, correct and accurate details of information asked for in the tender documents.
- 3.4 Signing of Tender Papers:** Person or persons signing the tender papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be disclosed and the tender paper shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. A 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 paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.
- 3.4.1** The person signing the tender paper or any document forming part of the tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.
- 3.4.2.** Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his / her signature can bind the company, in the case of a limited company.
- 3.4.3.** However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.
- 3.4.4** 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.

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4. **PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):**

4.1 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.

4.2 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-2**.

The bidder shall have experience in Transportation/ Handling & Transportation of foodgrains in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government and they should have carried out, in any of the immediate preceding three financial years i.e. 2019-20, 2020-21 & 2021-22 the work of value of at least:

12.5% of the estimated value of the contract, in one single contract

**OR**

25% of the estimated value of the contract, in multiple contracts, as indicated at **APPENDIX-IV**.

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

$EVC = (\text{Monthly Allotment of rice \& wheat stock under NFSA \& SFSS in Qtl. for the Unit} \times \text{SoR in Rs. Per Qtl. of the Unit} \times 24 \text{ months})$

The bidder shall furnish experience certificate in the sample format enclosed at Annexure-3 from the concerned organization.

4.3 In lieu of the experience certificate, the successful bidder will have to furnish an additional security deposit equivalent to 50% of the total 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 he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Cuttack at the time of execution of agreement for the entire agreement period"*.

4.4 The bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-4**) declaring that no criminal/vigilance case(s) pending in his /her

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name or in the name of his firm (sole proprietorship/ partnership/company) before any legal forum 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.

- 4.5 The bidder shall furnish an affidavit in the prescribed format(enclosed at **Annexure-5**) declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.
- 4.6 The bidder shall furnish a Declaration in the prescribed format (enclosed at **Annexure-6 (a) & (b)**) declaring that he will give details of vehicles as per Clause No-3.2. In case of his/her appointment in more than one units as Level-II / Level-I Transport Contractor s/he shall submit updated **Annexure-6 (b)** with separate 02 vehicles as per tender condition.
- 4.7 The bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-7**) on tender submission and abiding by the terms and conditions of tender.
- 4.8 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.
- 4.9 The bidder shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- 4.10 The bidder shall furnish Income tax return copy for the last three assessment years i.e. AY-2020-21, AY-2021-22 & AY-2022-23 and copy of PAN Card & GST Registration Certificate.
- 4.11 The bidder shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- 4.12 The bidder shall have minimum 2 (two) number of transport vehicles registered in his/her name/ in the name of the family members. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).

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- 4.13 A bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.
- 4.14 Due to non-finalization of tender, a contractor who has been appointed as Level-II Transport Contractor in the current biennial year 2021-23 or continuing on extension basis, the contractor shall be eligible to participate in the tender for biennial 2023-25. On his/her selection in the tender process, he/she has to withdraw from the current assignment prior to execution of agreement.
- 4.15 The bidder shall submit the copy of Registration Certificate from Competent Authority as required under following Laws at the time of execution of Agreement.

The Registration Certificate under the provisions of:

- i. **The Motor Transport Workers Act, 1961**
- ii. **The Odisha Shops & Commercial Establishments Act, 1956**

5. **DISQUALIFICATION CONDITIONS:**

- 5.1 No person shall be appointed as Level-II Transport 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 neighboring district with common boundary for which s/he intends to apply under this tender.

However, a bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.

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

- 5.2 Any person/ firm/ company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- 5.3 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

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years, will be ineligible.

- 5.4 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.
- 5.5 If the Proprietor/any of the Partners of the firm/any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
- 5.6 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.
- 5.7 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.

6. **EARNEST MONEY DEPOSIT (EMD):**

- 6.1 Each tender must be accompanied by an EMD of Rs.1,00,000/- (Rupees One Lakh) or 5% of the estimated value of contract whichever is higher as displayed in Appendix- IV (page No-54) in online mode for each participating RRC-Unit combination in the district. In case the Tender submitted is not accompanied by EMD, the tender shall be summarily rejected.
- 6.2 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 or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of five years.
- 6.3 EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

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

**7. SECURITY DEPOSIT:**

7.1 The successful bidder shall furnish security deposit for a Unit in following manner.

7.1.1 A sum of Rs.1.75 Lakhs or a sum equivalent to 5% of the estimated value of the contract as indicated at **APPENDIX-IV**, whichever is higher, in form of **Demand Draft** issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Cuttack.

7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 10% of the estimated value of the contract as indicated at **APPENDIX-IV**, whichever is higher, in form of irrevocable and unconditional **Bank Guarantee** issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Cuttack, which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum equivalent to 50% of the security deposit as required at Clause - 7.1.1 & 7.1.2 in respective modes.

**7.2 Separate Security Deposit shall be furnished for each Unit in case the bidder is selected for transport operation in more than one Unit.**

7.3 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.

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

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

**Additional Performance Security (APS) in case of Abnormally Low Bids (ALBs):**  
In line with modification of codal provision in Works Department, Odisha, Office Memorandum No.14459/W, Dated 20.09.2018 & Amendment issued vide Office



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Memorandum No.4559/W, Dated. 05.04.2021, the following table is applicable in connection with deposit of Additional Performance security.

SINo	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% upto 14.99%	150% of (Difference between estimated cost put to tender and Bid Amount)

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

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

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

**8. REQUIREMENT OF VEHICLES:**

- 8.1 The bidder shall have minimum 02 (Two) number of Transport Vehicles registered in his/her name/ in the name of the family members. Additional requirement of vehicles can be availed on hire basis.
- 8.2 For this purpose, the "Transport Vehicle" has been defined at Clause – I (v). The vehicles should be suitable for transportation of food grains. The vehicle "Tipper" shall not be considered a vehicle carrying food grains for the purpose of this tender.
- 8.3 In case of sole proprietorship, the vehicles must have been registered in the name of the bidder or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of Corporation without any objection. In case of company, the vehicles must

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have been registered in the name of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.

- 8.4 The vehicles should have National or State permit for transportation. The bidder shall have Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist (**Appendix-II**).
- 8.5 The vehicle has to be registered in the name of the bidder till the end of the contract period. In case the vehicle is required to be disposed of in between the contract period, the same shall be made on prior intimation to the District Manager with substitute of a suitable vehicle in the name of the bidder along with its documentary evidence.
- 8.6 The bidder has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

**9. SCHEDULE OF RATE:**

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

1.	Distance covered	Weighted average of shortest truckable distance from RRC to FPS point & quantity allotted to FPS dealer.
2.	Transportation charges	Rs15.68 PQ for 0-8 Kms, Rs.0.52PKm PQ for 9 Kms – 40 Kms & Rs.0.43PKm PQ for 41 Kms & above.
3	Incidental Charges	5% of SI No 2
4.	Unloading at FPS	Prevailing unloading charges at FPS points
5	Weighment Charges	Rs.40/- per truck load of 10 M.T. i.e. Rs.0.40 per qtl.
6.	Other factors	Transportation through bullock cart, head load, ghat road, ferry etc. relating to any unit, if any
7.	Schedule of Rate per qtl.	Sl. No. (2+3+4+5+6)

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

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9.3 Such schedule of rates shall be determined by the District Tender Committee before floating of tender and shall be indicated in the "FINANCIAL BID (BoQ)".

9.4 During the contract period, new RRC may come into operation in addition to or in place of the list of RRCs as indicated at "APPENDIX-I" and / or the existing tagging arrangement of a Unit to an RRC may be relocated to another RRC as per requirement. In such case a new schedule of rate will be determined as per Clause-9.1 for that Unit and the contractor shall carryout transport operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

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

The contractor shall furnish differential security as per new arrangement.

#### 10. QUOTING OF RATES:

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

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); for different distance ranges of operation.

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

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

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- 10.4 Quoting of same rates ( $L_1$  only) by more than one bidder could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the same lowest rates shall be called for and decision will be taken through a transparent **lottery system** where all bidders will remain present.
- 10.5 In case no rate is quoted or all the rates quoted are found to be exorbitantly higher than the Schedule of Rate in any Unit, the district may go for retender for that Unit. Till finalisation of such retender process, the District Manager may engage the Level-II Transport Contractor of any Unit of the district on negotiation.
- 10.6 The bidder shall quote the rate for transport operation being acquainted with the prevailing conditions at the RRCs of the district and Retail Centres tagged relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRCs to be covered, quantity of stock to be transported, weighment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. The bidder has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

**11. OPENING OF TENDERS:**

- i. The tender shall be opened in office of the CCSO cum District Manager, O.S.C.S.C. Ltd. Cuttack (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

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have misled the evaluation through wrong information, action shall be taken against the bidder.

- iv. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/Wdated.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 - 3 of this tender document.
- iv. Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature.
- v. **Criterion for Evaluation:** 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.
- vi. **Evaluation of Financial Bid:** The Financial Bids submitted online as per the prescribed format by the technically qualified bidders will be opened and the L<sub>1</sub> bidder will be the preferred bidder

**13. CORRUPT PRACTICES:**

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

**14. INTERVIEWS AND ACCEPTANCE OF TENDER:**

14.1 The bidder is required to proceed to the office of the District Manager, OSCSC Ltd. Cuttack at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or by an Officer authorized to act on his behalf.

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14.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

14.3 Acceptance of tender shall be communicated through the portal.

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

**15 EXECUTION OF AGREEMENT:**

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

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

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

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

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

- Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.
- Registration under The Motor Transport Workers Act, 1961.

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Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

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

15.7 In genuine case, the Collector can allow more time to the successful bidder to

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furnish any document / certificate wanting at the time of execution of agreement.

15.8 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.

15.9 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 District Tender Committee shall reject the tender(s) and forfeit the EMD.

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

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



District Manager  
OSCSC Ltd., Cuttack



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PART-I

DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR LEVEL-II  
TRANSPORT OPERATION

TECHNICAL BID

Odisha State Civil Supplies Corporation Ltd., Cuttack intends to appoint Level-II Transport Contractor for transportation of foodgrains from RRCs to Retail Centres of Cuttack district of the State of Odisha for the year 2023-24 & 2024-25.

**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 annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.
- b. The term '**Bidder**' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.
- c. The terms '**OSCSC Ltd./ 'Corporation'**', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.
- d. The term '**Managing Director**' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.
- e. The term '**District**' shall mean the revenue district of Odisha.
- f. The term '**District Tender Committee**' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-II Transport Contractor and to take decision on all the related matters.
- g. The term '**District Manager**' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.
- h. The term '**Govt.**' shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.

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- i. The term '**Nonperforming / Defaulting Contractor**' shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.
- j. 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.
- k. The term '**Foodgrains**' for this contract shall mean and include Rice, Wheat, Ragi, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bag or in packet of any weight.
- l. The term '**Rice**' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.
- m. The term '**Wheat**' shall mean and include the wheat packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.
- a. The terms '**Rice Receiving Centre(RRC)**', '**RRC**' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.
- n. A '**Unit**' shall mean:
  - i. One Block or,
  - ii. One Block and adjoining one NAC together or,
  - iii. One Municipality or,
  - iv. The Bhubaneswar Municipal Corporation (BMC) or the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 Units as per the geographical location for appointment of separate Transport Contractor for each Unit under this tender process
  - v. Considering the geographical location, some G.P. of a unit can be tagged to other Unit for smooth transportation operation.

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- o. The term '**ULB**' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.
- p. The term '**FPS Dealer/ Retailer / Retail Dealer**' shall mean and include a Person / Firm / Society / Co-operative / Gram Panchayat / SHG etc. appointed by the competent authority to act as such for distribution of foodgrains under Public Distribution System to the consumers.
- q. The term '**Fair Price Shop (FPS)**' or '**Retail Centre**' shall mean the place where FPS dealer, Retailer or Retail Dealer distributes the commodities under Public Distribution System
- r. The term '**Handling Contractor**' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC & RRC.
- s. The term '**Level-I Transport Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from Food Storage Depot, FCI to RRC.
- t. The term '**Level-II Transport Contractor**'/'**Transport Contractor**'/ '**Contractor**' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC to retail centres.
- u. The term '**Transport Vehicle**' shall mean a vehicle suitable for transportation of foodgrains. The vehicle 'Tipper' shall not be considered as transport vehicle for this tender purpose. **The vehicle 'Tractor' shall be considered as a single transport vehicle along with a 'Trailer'. 'Tractor' and/or 'Trailer' individually shall not be considered as separate transport vehicles for this tender purpose.**
- v. The term '**Weighment**' shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.
- w. The term '**Commercial Interest**' shall mean a business, partnership or company for the operation as Handling Contractor/ Level-II Transport Contractor/MDM or SNP Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the district for which one intends to apply under this tender and all neighbouring districts with common boundary.

## II. **PARTIES TO THE CONTRACT:**

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

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- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd, Cuttack, 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., Cuttack or any other officer so authorized and acting on his/her behalf.

### III. CONSTITUTION OF CONTRACTOR:

- a. The contractor shall at the time of submission of tender, declare whether he/she/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company or Cooperative Society incorporated in India. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall 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 lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.
- c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

### IV. SUBLETTING:

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, the District Manager shall be entitled to place the contract elsewhere on the contractor account and at his /

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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:**

- a. All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the District Manager.
- b. The contractors shall also undertake to make the third parties fully aware of the aforesaid position.

**VI. LIABILITY FOR PERSONNEL:**

- a. All persons employed by the contractor shall be treated as his/her own employees/ workers in all respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; Minimum Wages Act' 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the District Manager against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act' 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.
- b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act' 1952, and the scheme framed there under in respect for the workers employed by him. The contractor shall recover the required amount payable by such employees under the statute and deposit the same with concerned PF authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the District Manager makes such contributions on behalf of the contractor, the District Manager shall be entitled to set off against the amount due to the contractor for the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

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The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act' 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the District Manager or an Office authorized by him or acting on his behalf.

- c. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments./ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, attendance register, muster roll registered, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he/she shall pay the following to them.

i. Payment of Wages to Workers: -

The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.

ii. Weekly off:-

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.

iii. Attendance Allowance:-

The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

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e. Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and (b).

f. Declaration in lieu of License & Registration of establishment: -

In case the contractor claims that he/ she is not required to possess any registration under the Motor Transport Workers Act' 1961 & the Orissa Shops & Commercial Establishment Act' 1956 because of engagement of limited workers, he/ she shall give Declaration in prescribed format before execution of agreement & on every time while preferring bill for settlement of bills on transport operation. However, in such case, the contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act' 1956" only.

**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 any one 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 31<sup>st</sup> March'2025 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 for 03 (three) months beyond the original contract period on the same rates, terms & conditions and to further extend beyond 03 (three) months on mutual consent. However, if Managing Director, OSCSC requires to extend the agreement period with the intervention

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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 cannot be entertained in the absence of competitive price.

- ii. To terminate the contract at any time during its currency without assigning any reasons by giving a 15 days' notice in writing to the contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.
- iii. To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor.

**IX. SECURITY DEPOSIT:**

- a. On acceptance of the tender, the successful bidder shall be required to furnish the prescribed security deposit within a week from the date of issue of Letter of Intent (LoI) in the manner as mentioned at Clause-7.
- b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.
- c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

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

- a. The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation for any service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. If this sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.
- c. All the partners/ all the directors shall be liable jointly and separately for payment of dues of the corporation for transport operations and shall be liable for the working of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract there shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.

XI. SUMMARY TERMINATION:

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



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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 involved 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 and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to 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 or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.
- e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. **at the risk and cost of the contractor**, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

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

- a. 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 2<sup>nd</sup> lowest bidder for that RRC-Unit combination to operate at the lowest approved rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor.
- b. In case the approved existing Transport Contractor fails to perform during currency of the contract due to any reason, the DLTC shall have right to negotiate with the 2<sup>nd</sup> lowest bidder qualified in Technical Bid for that for that RRC-Unit combination to operate at the lowest approved rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor for the unexpired period of contract at the risk and cost of the defaulting contractor which includes but not limited to blacklisting for 05 years.

**XIII. SET OFF:**

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

**XIV. 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:**

- a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does not by

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itself confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Unit or RRC should necessarily or exclusively be entrusted to him / her.

- b. The District Manager with the approval of the 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 and to divide the work as between such contractors in any manner that the District Manager may decide and no claim shall lie against the District Manager by reason of such division of work.
- c. During the period of agreement with the contractor, the District Manager reserves the right to deploy "Mobile Van" of the Corporation to make transport operations to retail centres for transportation of Rice & Wheat stock. The arrangement made by the District Manager is final & binding on the contractor. The contractor will have no claim for any work on this arrangement.

**XVI. REMUNERATION:**

- a. The contractor shall be paid with the remuneration in respect of the services described in the tender and performed by them at the contract rate.
- b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/ bags/ packaging material.
- c. The rate quoted by the bidder for the transport operation shall include the cost of weighment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC. Weighment cost if paid by the Corporation, shall be realised from the dues payable to the contractor.
- d. The contractor shall be paid with additional charges for distance (to & fro) covered for weighment of stock in case weighbridge is not available within a radius of 5 Km of RRC at following rate.
  - i) Weighbridge at a distance beyond 5 Km but within 10 Km -  
 Rs.100 per vehicle (4 wheelers)  
 Rs.200 per vehicle (6 wheelers)

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Rs.300 per vehicle (10 wheelers or more)

- ii) Weighbridge at a distance beyond 10 km but within 15 km- Rs.200 per vehicle (4 wheelers)

Rs.400 per vehicle (6 wheelers)

Rs.600 per vehicle (10 wheelers or more).

- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The contractor will have the right to represent in writing to the District Manager that a particular service which he / she is being called upon to perform is not covered by any of the service specifically provided for in the contract or as the case maybe, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- g. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.
- h. The contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.
- i. **Recovery of shortage/ damage/ diversion of foodgrains:**  
No transit shortage shall be allowed to the contractor during transportation. In case of any shortage of stock / damage of stock/ diversion of stock, in quantity and quality, during transit shall be recovered from the dues of the contractor. The value shall be recovered at the following rate.
- a. Rice - At one time economic cost of rice fixed by Govt. of India,
- b. Wheat - At ten times of purchase price of wheat from FCI.

**XVII. SUBMISSION OF BILLS AND PAYMENT:**

- a. Payment will be made by the District Manager on submission of bills, in duplicate as per the format and procedure prescribed.
- b. The contractor will submit bills on monthly basis by the 15<sup>th</sup> of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.



- c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.
- d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).
- e. The payment shall be made through PFMS system for which the following details shall be provided by the contractor at the time of signing of the contract: -
  - 1. Cancelled Cheque.
  - 2. PAN Copy.
  - 3. GST registration Certificate.
- f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

**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 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 laws of India and Odisha for the time being in force.

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

- a. Transportation of foodgrains from RRC to Retail Centres.
  - i. (Services at RRC) – Transportation of stock from RRC to retail centres as per the list provided by District Manager or any authorised Officer.
  - ii. (Services at Retail Centre) – Unloading of stock from the vehicle, weighing of stock by electronic/ manual weighing scale and delivery to retail dealer. The contractor shall arrange required number of labours and weighing scale.
- b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or an Officer acting on his behalf, from RRC to Retail Centres.
- c. The contractor shall take care not to mix bags of different kinds of foodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.
- d. New RRC may come into operation or new tagging arrangement may be made in

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addition to or in place of the list of RRCs and tagging arrangements indicated at "APPENDIX-I", as per the requirement and/or availability of suitable godowns. The Level-II Transport Contractor shall transport the stock at the approved percentage of rate.

**XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:**

- a. The Transport Contractor is required to keep continuous & close liaison with the In-charge of the RRC, Handling Contractor, Retail Dealer, District Manager and other officials of OSCSC in respect of programme of transportation of stock.
- b. The Transport Contractor shall take complete care of the stocks from RRC till it is delivery at Retail Centres.
- c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.
- e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.
- f. The District Manager/ In-charge of the RRC or any official acting on their behalf, shall have the right to ask for the removal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his / her decision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.
- g. The Transport Contractor shall intimate the In-charge of the RRC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract. Such authorised person shall be authorized by the contractor through a "Power of Attorney" in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call

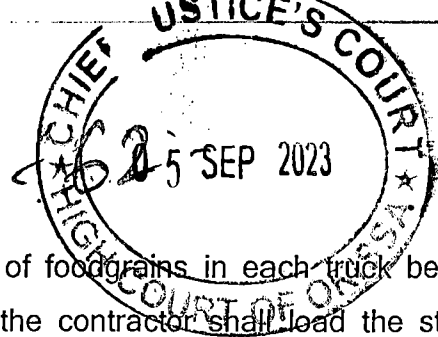


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at the office of the Godown Manager / In-charge of RRC/ Lifting Officer or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about transport operation and to report the progress of transport work etc.

- h. The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- i. The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains during transportation. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the contractor.
- j. The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Manager. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.
- k. The Transport Contractor has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.
- l. The Transport Contractor shall carry adequate number of weighing scale for weighment of stock at retail centers during delivery of stock.
- m. The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the foodgrains during transportation to protect those from rains and other natural calamities. He / She shall be responsible for any loss or damage that may arise due to his / her failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.
- n. The Transport Contractor shall ensure that workers do not use large hooks for unloading of foodgrains bags / packets at Retail Centres. The use of hooks other than those, if any, approved by the Corporation shall render the contract liable for cancellation. The Transport Contractor shall also be liable to make good to Corporation, if any losses caused by the use of unauthorized hooks. The decision of the District Manager on such losses shall be final & binding.
- o. The Transport Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies. The contractor

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shall not load more than permissible quantity of foodgrains in each truck before transportation as provided under M.V. Act. If the contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.

- p. The Transport Contractor shall be responsible for keeping a complete and accurate account of transport operation of foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as maybe prescribed by the District Manager or the Officer acting on his behalf.
- q. The Transport Contractor shall obtain transit insurance coverage of the foodgrains stocks at economic cost & purchase price of rice & wheat respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks at RRC, transporting to specified Retail Centres & till the stock is delivered at the Retail Centres. No shortage of foodgrains will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.
- r. The Transport Contractor shall be responsible for the safety of the foodgrains while transporting through trucks. he / she shall also exercise adequate care and take precautions to ensure that the foodgrains is not damaged while in transit in his / her trucks to specified Retail Centres. He / She shall deliver the equal quantity and quality of foodgrains at Retail Centres as received by them at RRC before transportation. He/she shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains in transit both for quantity & quality at the rate intimated at Clause- XVI (i).
- s. The Transport Contractor shall be responsible for performing all or any of the service detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the District Manager or an Officer acting on his/ her behalf.
- t. The Transport Contractor shall, whenever required, supply petromax lamps for carrying out work during night.
- u. The Transport Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor'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 occurred to the Corporation or in particular to any property or plank belonging to the Corporation due

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to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the Transport Contractor.

- v. The Transport Contractor shall paint the vehicles in specified colour and write information or display prominently on their trucks in the **"FLEX BANNER"** of specified size, as prescribed by the District Manager. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The District Manager or an officer acting on his/her behalf shall have the right to disallow loading of any vehicle if the Transport Contractor does not paint, write or display prominently the aforesaid banners.
- w. The Transport Contractor shall install **"GPS TRACKING SYSTEM"** in the vehicles used for transportation of foodgrains, whenever directed by the District Manager. The GPS devices shall be as per the specification of the Corporation & the cost of the same shall be borne by the contractor. If GPS device will develop any defect, no loading in that vehicle will be entertained and the contractor has to get it repaired or replace with a new one within 24 hours of development of any defect.
- x. The Transport Contractor shall provide the information on day-to-day transport operation in the website in software developed by the Corporation. The contractor shall have computer, internet connectivity and trained computer personnel at his / her disposal for transmission of computerized data on day to day basis.
- y. The cost of installation of "GPS Tracking System" and reporting in website is deemed to be included in the rate quoted by the bidder.
- z. The Transport Contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the District Manager.
- aa. If required so, the Transport Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation of foodgrains for release of his bills.
- bb. The contractor has to obtain a license from Licensing Authority as per the Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement.

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**XXII. DISPUTE RESOLUTION & JURISDICTION OF THE COURT:**

- a. 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 bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.
- 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 recovered 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, High Court of Odisha has got the exclusive jurisdiction to try the matter.

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## APPENDIX-I

### GENERAL INFORMATION

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

District: Cuttack

Name and location of RRC		* Unit tagged to RRC	Commodities Handled during FY 2022-23 (Fig. In Qtl.)		Schedule of Rate per Qtl.	Name and location of the retail centres of Unit tagged at Page No
Name	Location (Block/ ULB)		Rice	Wheat		
PEG Katarapa	Salipur	Mahanga	87423.24	1832.84	Rs. 32.19	80-81
		Nischintakoili	87430.16	2379.54	Rs. 32.71	82-83
		Salipur	84395.93	1741.91	Rs. 24.88	84-85
OSWC Jagatpur	Cuttack MC	Tangi Block & Choudwar MPTY	83512.14	4111.28	Rs. 28.88	86-87
OSCSC Own Godown	Cuttack MC	CMC - I	44282.24	2423.45	Rs. 27.60	88
		CMC-II	48256.74	3622.77	Rs. 26.94	89
		CMC- III	47976.76	2930.54	Rs. 28.26	90
CWC, Cuttack	Cuttack MC	Cuttack Sadar	61117.95	1652.24	Rs. 27.81	91-92
RRC Brahman Jharilo	Baranga	Baranga	41002.24	1927.65	Rs. 29.44	93
		Kantapada	40773.97	1030.72	Rs. 36.67	94
		Niali	64942.46	2974.58	Rs. 38.32	95-96
OSWC, Banki	Banki NAC	Banki Block & NAC	63317.82	1064.01	Rs. 31.40	97-98
		Dampada	47543.90	768.34	Rs. 26.36	99
RMC Godown, Jatamundia	Dampada	Athagarh Block & NAC	73986.13	1176.56	Rs. 35.34	100
		Tigiria	35237.94	718.58	Rs. 33.23	101
PEG, Badamba	Badamba	Badamba	80642.59	1591.35	Rs. 26.86	102
		Narsinghpur	84352.92	2023.55	Rs. 40.46	103

- \* CSO-cum-District Manager shall mention whether Unit is covered in part or full by the RRC.
- \* CSO-cum-District Manager, Khurda & Cuttack shall demarcate the BMC & CMC respectively into 3 Units as BMC -1, BMC -2, BMC -3 & CMC-1, CMC -2, CMC -3 as per the geographical location of the FPS dealers working inside the BMC & CMC area. They shall indicate the name & location of retail centres in each Unit separately.
- \* Badamba Unit and Narsinghpur Unit were tagged to RMC, Jatamundia during the biennial year 2021-23. Presently in the current tender process, both the above units will be tagged to the newly created RRC cum DSC, PEG Badamba.

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**CHECKLIST**  
**DOCUMENTS TO BE UPLOADED**

1	Tender Submission Undertaking - <b>Annexure-1</b>	
2	Capability Certificate from the Bank (In the model format as at <b>Annexure-2</b> )	
3	Certificate of experience on transportation of food grains (In the model format as at <b>Annexure-3</b> ) Or Undertaking in lieu of the experience certificate	
4	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Bidder (In the model format as at <b>Annexure-4</b> )	
5	Affidavit declaring non-involvement in commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at <b>Annexure-5</b> )	
6	Declaration on appointment as Level-II Transport Contractor with separate 02 vehicles [ <b>Annexure- 6 (a) &amp; Annexure-6 (b)</b> ]	
7	Affidavit on tender submission and abiding by the terms and conditions of tender (In the model format as at <b>Annexure-7</b> )	
8	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate of Registration, as applicable	
9	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership Firm/ Company	
10	Statement of Bank account for the last 03 months preceding to publication of Tender Call Notice	
11	Copy of document in support of deposit of Tender Document Fee & EMD	
12	Copy of last three years Income tax return for the Assessment Years such as AY-2020-21, AY-2021-22 & AY-2022-23, copy of PAN Card & GST Registration Certificate.	
13	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"	
14	List of two owned transport vehicles with copies of R.C. Books & valid Fitness Certificate	
15	Affidavit on use of vehicle of Partner or Director	
16	Appendix II duly filled in and signed.	
17	Signed copy of corrigendum / Addendum if any as per Clause-2(xxiv)(f)	

**N.B:**

1. The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the bidder shall be treated as disqualified in TECHNICAL BID.

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2. It is the responsibility of the bidder to upload all the required supporting documents as detailed in this tender documents failing which his/her bid shall be treated as non-responsive.
3. All documents to be self-attested by the Bidder and affidavits are to be submitted in original.

Place:

Signature of bidder/ authorized person

Date:

Name:

Seal:

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### APPENDIX-III

(Reference Clause VI (d) (i) of the terms and conditions governing the contract)

#### **I. WAGE BOOK AND WAGE SLIPS ETC:**

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
  - a) Name of the Worker;
  - b) Rate of Daily or Monthly wages.
  - c) Nature of work on which employed.
  - d) Total number of days worked during each wage period.
  - e) Dates and periods for which worked overtime.
  - f) Gross wages payable for the work during each wage period.
  - g) AH deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
  - h) Wages actually paid, for each wage period.
  - i) Signature or thumb impression of the worker.
- ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iii) The Contractor shall issue an Employment Card in the prescribed Form at Appendix III (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

#### **II REGISTER OF UNPAID WAGES:**

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars: -

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

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III

**FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:**

The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, s/he is required to work. The amount of deduction shall be in proportion to the period for which s/he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which s/he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

IV

**REGISTERS OF FINES ETC:**

- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No. 1 and 2 as per Appendix -III (b) and III (c) respectively which should be kept at the place work.
- ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

V

**PRESERVATION OF REGISTERS:**

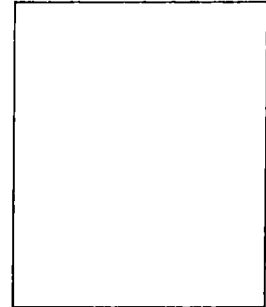
The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

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APPENDIX – III (a)

TEMPORARY WORKER'S EMPLOYMENT CARD



1. Name of the Worker \_\_\_\_\_
2. Father's / Husband's Name \_\_\_\_\_
3. Date of Birth \_\_\_\_\_
4. i) Address (Local) \_\_\_\_\_  
ii) Permanent \_\_\_\_\_
5. Name & Address of OSCSC Contractor \_\_\_\_\_
6. Valid\*

(\* Period of the Contractor) Form \_\_\_\_\_ to \_\_\_\_\_

Signature of the Contractor /

Authorized Representative

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Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC Ltd.,

Valid from \_\_\_\_\_ to \_\_\_\_\_

(Ref. No. \_\_\_\_\_)

General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :

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APPENDIX - III (b)

FORM -I

REGISTER OF FINES

SI No	Name	Father's/ Husband's name	Sex	Depart ment	Nature and date of the offence for which fine imposed	Whether workmen showcaused against fine or not, if so, enter date	Rate of wages	Date and amount of fine imposed	date on which fine realized	Remarks

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APPENDIX - III (c)

FORM -II

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE  
NEGLECT OR DEFAULT OF THE WORKERS

Sl. No	Name	Father's / Husband's name	Sex	Department	Damage of loss caused with date	Whether worker show caused against deduction, if so, enter date	Date and amount of deduction imposed	Number of instalment, if any	Date on which total amount realized	Remarks

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**APPENDIX-IV**

**INFORMATION ON UNIT-WISE REQUIREMENT OF EMD, WORK  
EXPERIENCE & SECURITY DEPOSIT BASING ON THE ESTIMATED  
VALUE OF CONTRACT  
DISTRICT - CUTTACK**

(Figures in Rupees)

Sl. No.	Unit Name	Estimated Contract Value (in INR)	EMD Amount	Work Value for Experience Certificate		Security Deposit	
				12.5% of Estimated value of contract in single contract	25% of Estimated value of contract in multiple contracts	5% of Estimated value of contract in shape of DD	10% of Estimated value of contract in shape of BG
1	Athgarh Block & Athgarh NAC	56,93,316.41	2,84,666.00	7,11,665.00	14,23,330.00	2,84,666.00	5,69,332.00
2	Badamba Block	44,42,697.72	2,22,135.00	5,55,338.00	11,10,675.00	2,22,135.00	4,44,270.00
3	Banki Block & Banki NAC	41,94,801.36	2,09,741.00	5,24,351.00	10,48,701.00	2,09,741.00	4,19,481.00
4	Baranga Block	25,80,145.15	1,29,008.00	3,22,519.00	6,45,037.00	1,29,008.00	2,58,015.00
5	CMC Unit-I	28,92,104.64	1,44,606.00	3,61,514.00	7,23,027.00	1,44,606.00	2,89,211.00
6	CMC Unit-II	30,47,204.95	1,52,361.00	3,80,901.00	7,61,802.00	1,52,361.00	3,04,721.00
7	CMC Unit-III	31,55,579.42	1,57,779.00	3,94,448.00	7,88,895.00	1,57,779.00	3,15,558.00
8	Dompada Block	26,70,152.02	1,33,508.00	3,33,770.00	6,67,539.00	1,33,508.00	2,67,016.00
9	Kantapada Block	32,59,508.29	1,62,976.00	4,07,439.00	8,14,878.00	1,62,976.00	3,25,951.00
10	Mahanga Block	62,18,605.84	3,10,931.00	7,77,326.00	15,54,652.00	3,10,931.00	6,21,861.00
11	Narasinghpur Block	68,62,728.10	3,43,137.00	8,57,842.00	17,15,683.00	3,43,137.00	6,86,273.00
12	Niali Block	55,25,207.52	2,76,261.00	6,90,651.00	13,81,302.00	2,76,261.00	5,52,521.00
13	Nischintakoili Block	65,43,622.42	3,27,182.00	8,17,953.00	16,35,906.00	3,27,182.00	6,54,363.00
14	Sadar Block	39,30,620.90	1,96,532.00	4,91,328.00	9,82,656.00	1,96,532.00	3,93,063.00
15	Salipur Block	47,56,837.06	2,37,842.00	5,94,605.00	11,89,210.00	2,37,842.00	4,75,684.00
16	Tangi Block & Choudwar Municipality	53,10,165.60	2,65,509.00	6,63,771.00	13,27,542.00	2,65,509.00	5,31,017.00
17	Tigiria Block	24,57,876.89	1,22,894.00	3,07,235.00	6,14,470.00	1,22,894.00	2,45,788.00

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Annexure-1

**TENDER SUBMISSION UNDERTAKING**

FOR APPOINTMENT OF LEVEL-IITRANSPORT CONTRACTORS FOR  
TRANSPORTATION OF FOODGRAINSFROM RICE RECEIVING CENTRE (RRC) TO  
RETAIL CENTRES.

Recent  
Photograph

1. Name of the bidder: \_\_\_\_\_
2. Name of Proprietor/ Partner/ Director: \_\_\_\_\_  
(Names of allDirectors/ Partners shall be mentioned)
3. Full Address of Registered Office (with Pin Code)  
& Police Station \_\_\_\_\_TelephoneNo. \_\_\_\_\_  
Mobile No: \_\_\_\_\_  
FAX No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Full address of Operating/ Branch Office (with Pin Code):  
& Police Station \_\_\_\_\_TelephoneNo. \_\_\_\_\_  
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 DistrictManager: \_\_\_\_\_  
\_\_\_\_\_
6. Banker of the Bidder: (Attach certified copy of statement of A/c for the last three  
months) \_\_\_\_\_
7. Address & Telephone Number of Banker: \_\_\_\_\_  
\_\_\_\_\_

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8. Details of Transport Vehicles in the name of the Bidder: \_\_\_\_\_

Registration number of vehicles	Valid Fitness Certificate Number, if any	Type of Heavy vehicle

9. Registration No. in the case of Company: \_\_\_\_\_

10. PAN No. & year of filing the latest return: \_\_\_\_\_

11. GSTIN Number issued by Govt;- \_\_\_\_\_

12. Additional information, if any: \_\_\_\_\_

(Attach separate sheet, if required)

\_\_\_\_\_

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To

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

Sir,

I/We submit the E-tender for appointment as Level-II Transport Contractor for transportation of Foodgrains from the following RRC to Unit covering Retail Centres.

Sl. No.	Name of the RRC	Name of the Unit covering the Retail Centres

2. 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.
3. 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.
4. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
5. 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.
6. I hereby declare that no contract entered into by me, my Firm/Company with the Odisha State Civil Supplies Corporation, has been terminated by the Odisha State Civil Supplies Corporation before the expiry of the contract period at any point of time during the last five years.

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- 7. 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.
- 8. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
- 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  
Capacity in which signing

Signature of constituted attorney

Name :  
Address :  
Date :

Name, date of birth :  
And address of attorney :  
Signature of witness with date :  
Name and address of witness :

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**Annexure-2**

**Capability Certificate**

Bank: Branch:

Phone No. ....

E Mail .....

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

To

District Manager,

Odisha State Civil Supplies Corporation Ltd.

Cuttack.

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)**

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Annexure-3

Experience Certificate

This is to certify that as per information available on record, M/s \_\_\_\_\_ of \_\_\_\_\_ (full address), is a transport contractor of this organization for transportation / handling & transportation of food grains by road for the period & work value as indicated below.

Sl.No	Nature of work	Place of work	Product transported / handled & transported	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (from..... to.....)	Financial Year	Volume of work handle (in MT)	Value of work dexecuted (in Rs.)	Perfor nance of the contract or	Rema rks

Office Seal    Seal & Signature of Authorised Officer

\*Note: -

- Total transportation/ handling & transportation charges whether paid or payable is to be mentioned.
- Strike out whichever is not applicable.

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

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Annexure-4

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 Notice Inviting Tender dt. \_\_\_\_\_ of OSCSC Ltd. for appointment of Level-II Transport Contractor for transportation of foodgrains, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. Cuttack District.
- 5) That the facts stated above are true to the best of my knowledge and belief.

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/ Notary Public \_\_\_\_\_

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

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**Annexure-5**

**(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 asfollows.

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 Level-II Transport Contractor under this tender process, if he /she or any of his/her or the Director or proprietor or partner familymembers 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.

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*

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OR

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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.

2

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**Annexure-6 (a)**

**DECLARATION**

I Sri \_\_\_\_\_, Aged about \_\_\_\_\_, Son/  
Daughter/ Wife of Sri \_\_\_\_\_, Proprietor/ Director/ Partner of  
\_\_\_\_\_, do hereby undertake:

- a) That I have thoroughly examined and understood instructions to bidders contained in the Tender Paper including subsequent corrigendum issued, terms & conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders i.e (those contained in general conditions of contract and its appendices and schedules ) and agree to abide by them.
- b) That I hereby undertake that on our selection in more than one units I shall submit details of separate vehicles for each unit in case of Level-II Transport Contract and the details of separate vehicles for district for Level-I Transport Contract if applicable as required under tender terms and conditions.
- c) On my failure to submit the additional vehicle details as per Clause No.3.2, action as deems fit by the Competent Authority may be initiated against me.

Place:

Signature of the bidder

Date:

Name of the bidder:

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## Annexure-6 (b)

### DECLARATION

I Sri \_\_\_\_\_, Aged about \_\_\_\_\_, Son/ Daughter / Wife of Sri \_\_\_\_\_, Proprietor/ Director/ Partner of \_\_\_\_\_, do hereby declare that I have applied/ been appointed as the Level-II Transport Contractor in the following Units & applied/ been appointed as the Level-I Transport Contractor in following districts. I have mentioned the registration number of 02 (two) vehicles against each Unit/District as indicated below.

Level-II operation				
SL. No.	Name & Location of the Unit	District	Whether Applied / Appointed (Put V mark)	Registration No. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
Level-I operation				
Sl. No.	District name		Whether Applied / Appointed (Put V mark)	Registration No. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.

**N.B.** Attach separate sheet, if required.

I am aware of the fact that separate tender paper to be submitted for each Unit for Level-II operation, which requires of 02 (two) separate vehicles for each tender, excluding the vehicles already considered for appointment as Level-I Transport Contractor in any district.

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

If the above declaration is found false / not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (xiii) of tender documents.

Place:

Signature of the bidder

Date:

Name of the bidder:

2

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Annexure-7

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 level-II transport contractor for transportation of for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS) in the State of Odisha, I/my firm/company am/is a bidder and I am participating in the said tender process.
- 2) That I/We have thoroughly examined and understood instructions to bidders contained in the e-tender No. \_\_\_\_\_ 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 7) 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 \_\_\_\_\_ (Block / ULB).
- 5) That the facts stated above are true to the best of my knowledge and belief. if the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause- 2 (xiii) of tender documents.

Identified by me

Deponents

Advocate

cm

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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/-)

mg

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**PART – II**

**SAMPLE FINANCIAL BID DISTRICT:**

**INSTRUCTIONS**

- a) Rate for transportation shall be mentioned for RRC-Unit (Block/ULB) combination as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
- b) Rate shall be quoted for transportation of CMR from RRC-Unit (Block/ULB) combination at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).
- c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.
- d) Bidders are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.
- e) Multiple BoQ submission for a specified RRC-Unit (Block/ULB) combination by bidder shall lead to rejection of tender.
- f) **Instruction for Filling-up of BoQ Formats:-**The details of instruction for filling-up of BoQ format is given as under.

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-down box i.e. 'excess' or 'less'.
5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.

7. In case the bidder desires to quote the rate at par with the SoR, then the bidder needs 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 L1 bidder 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 Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQ templet is given below for reference only
11. The 'BOQ for Level-II' template is given as under for reference.

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Vidyanagar		Bidding Form		Percentage BoQ	
Tender Inviting Authority: CCSO/CSO-CUM-DISTRICT MANAGER				(TO BE FILLED UP BY THE DISTRICT)	
Name of Work: Selection and appointment of 'level-II' contractor for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) _____ to _____ Unit (Block/U/LB) Retail Centre (FPS).					
TENDER NO. _____		DATE _____		(TO BE FILLED UP BY THE DISTRICT)	
Name of the Bidder/ Bidding Firm / Company :					
<b>PRICE SCHEDULE</b>					
(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.)					
Sl. No.	Item Description	Choose Excess / Less	Quote Percentage		
1	Transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS)				
1.01	RRC-_____ TO UNIT-_____				
Quoted Rate in Figures		Select			

N.B.

The protection of minimum TC shall only be available to the Transport Contractor for the particular district unit he/she has been appointed.

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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.

*[Signature]*

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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.7685/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.

*[Signature]*

*[Signature]*

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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-1.

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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-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head-0075-Misc. General Services-00101-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.

*[Signature]*

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- 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 suo moto 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.

*Sd/- 5/11/17*  
E.I.C-cum-Secretary to Government  
(P.T.O.)

*mg*

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Memo No. 17255

W. dated, 5.12.17

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

*Jahnu*  
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.

*Jahnu*  
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.

*Jahnu*  
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.

*Jahnu*  
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.

*Jahnu*  
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.

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

*mg*

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**ANNEXURE-I**

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

	<b>Cost of Tender Paper</b>	<b>Earnest Money Deposit on submission of bids</b>
<b>Government Departments</b>	<p>I. The <del>payment</del> 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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<b>State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies</b>	<p>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</p>	<p>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</p>

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	<p>e-FPB of respective designated banks at Bhubaneswar on T+1 day.</p> <p>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.</p>	<p>account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>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.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Signature*

*am*

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FPS DETAILS OF MAHANGA BLOCK

Sl. No.	FPS Code and Name	GP / Ward
1	0708G115-PEO. GOKAN GP	GOKANA
2	0708P002-ACHYUTANANDA MOHANTY	RAHANIA
3	0708P003-SAHADEV SAHOO	RAHANIA
4	0708P004-PRAHALLAD DASH	RAHANIA
5	0708P005-DIGAMBAR NAYAK	RAHANIA
6	0708P007-MANORANJAN SAHOO	MULABASANTA
7	0708P009-SUNIL KUMAR KANOONGO	BASUDEVPUR
8	0708P011-HADIBANDHU SAHOO	BASUDEVPUR
9	0708P012-SUKANTA KUMAR PRUSTY	KUHUNDA
10	0708P014-RAMESH CHANDRA SAHOO	KUSUPUR
11	0708P015-PRAFULLA KUMAR SAHOO	KUSUPUR
12	0708P016-RAGHUNATH BISWAI	KUSUPUR
13	0708P017-NIMAI CHARAN DAS	KUSUPUR
14	0708P018-BHARATI KHUNTIA	KUSUPUR
15	0708P019-NIKUNJA KISHORE SAHOO	KUSUPUR
16	0708P020-BIKRAM KESHARI SWAIN	LALITGIRI
17	0708P021-ARJUNI DAS	LALITGIRI
18	0708P025-SHYAMASUNDAR SETHY	KOLIATHA
19	0708P026-BHASKAR CHANDRA OJHA	PALLISAH
20	0708P027-NARENDRA NATH SAMAL	PALLISAH
21	0708P028-ASHOK KUMAR DAS	BHAUNRIA
22	0708P029-KARUNAKAR NAYAK	BHAUNRIA
23	0708P030-RAMAKANTA JENA	BHAUNRIA
24	0708P031-BABAJI CHARAN SAHOO	BHAUNRIA
25	0708P033-PRAHALLAD ROUT	BARAHIPUR
26	0708P035-RABINDRANATH BEHURA	CHAHAPADA
27	0708P036-DEEPAK KUMAR SUNDARAY	CHAHAPADA
28	0708P037-SRUTIKANTA SINGH	HALDIA
29	0708P038-SUBASH CHANDRA PRADHAN	HALDIA
30	0708P039-BARENDRA PRADHAN	HALDIA
31	0708P042-BABAJI SETHY	PODAMAREI
32	0708P044-KULAMANI PRADHAN	PAIKARAPUR
33	0708P045-SUKADEV BEHURA	PAIKARAPUR
34	0708P046-NARAYAN SAMAL	PAIKARAPUR
35	0708P049-NARAYAN DAS	UMARA
36	0708P050-NARAYAN DAS	NAHANGA
37	0708P052-KHIROD CHANDRA PARIDA	NAHANGA
38	0708P054-DURYODHAN SAHOO	KURUJANGA
39	0708P055-SANTANU KUMAR DHAL	KURUJANGA
40	0708P056-NATABAR JENA	OSANGA
41	0708P058-PADMA CHARAN SAHOO	BHADRESWAR
42	0708P059-SANTANU KUMAR PRADHAN	BHADRESWAR
43	0708P063-KARTTIK PRASAD SIHNA	MAHANGA
44	0708P066-PADMALAVA MOHANTY	MAHANGA
45	0708P075-DHIRENDRA ROUT	MADHUPUR
46	0708P077-ARUN KUMAR ROUT	KUNDI
47	0708P078-SK. SIDDIQ BOX	KUNDI
48	0708P079-PRAHALLAD CHANDRA ROUT	KUNDI
49	0708P080-LALITA MOHAN JENA	JALESWARPUR
50	0708P081-BHARAT SAHOO	JALESWARPUR
51	0708P082-DHIRENDRA PARIDA	MAUDA
52	0708P083-MAHENDRA DAS	MAUDA

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FPS DETAILS OF MAHANGA BLOCK

No.	FPS Code and Name	GP / Ward
53	0708P084-NAKULA BEHERA	KAITHA
54	0708P086-SHYAMA NARAYAN DAS	BAJAPURA
55	0708P088-JAYANTA KUMAR BISWAL	SRIKRUSHANAPUR
56	0708P110-ABHAYA CHANDRA BALABANTARAY	ANANDPUR
57	0708P112-DHANU DAS	BASUDEVPUR
58	0708P116-ASHOK KUMAR NAYAK	GOTARA
59	0708P117-NARAYAN PATRA	ANANDPUR
60	0708W043-SMT RAMA SETHI SECRETARY RAMAMANI WSHG	PODAMAREI
61	0708W113-BATA GOSWAMI SHG SECRETARY KUNULATA SWAIN	NURTANGA
62	0708W114-SARASWATI WSHG SECRETARY MANORAMA SWAIN	NURTANGA
63	0708W119-SMT PRATIMA PAL SECRETARY JAY GANESH WSHG	NA

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FPS DETAILS OF NISCHINTAKOILI BLOCK

No.	FPS Code and Name	GP / Ward
1	0711C048-JITENDRA KUMAR GHADAI SECY. SUKARPADA S.C.S	SUKARPADA
2	0711P001-BIMBADHAR SAHOO	BALIAPADA
3	0711P003-BIJAYA KETAN SAHOO	NISCHINTAKOILI
4	0711P004-PRAVAT KUMAR PARIJA	NISCHINTAKOILI
5	0711P005-NANDA KISHORE BEHERA	SARAPADA
6	0711P006-KAILASH CHANDRA PARIDA	KOLANAPUR
7	0711P007-SURENDRA NATH SAHOO	NISCHINTAKOILI
8	0711P008-ACHYUTANANDA SAHOO	BUHALO
9	0711P009-AMIYA KUMAR DAS	RIJHAI N
10	0711P012-PRADIPTA KUMAR DAS	JIGNIPUR
11	0711P014-SURENDRANATH ROUTRAY	RAMAKRUSHNAPUR
12	0711P016-RABINDRA NATH SAHOO	NEMALO
13	0711P018-CHAKRADHAR PRADHAN	FOGAL
14	0711P021-BHARATI MOHANTY	KENDUPATNA
15	0711P023-MANORANJAN SAHOO	KENDUPATNA
16	0711P026-UCHHABANANDA BISWAL	BARADO
17	0711P030-BIRENDRA KUMAR SAHOO	BARADO
18	0711P031-MD.AMBAR ALI	JAIRAMPUR
19	0711P036-TAHALI CHARAN DAS	MAHAMMADPUR
20	0711P038-PRADIPTA KUMAR BHERA	JANARDANPUR
21	0711P039-SUBODHA KUMAR PATRA	KATARAPADA
22	0711P040-AJAY KUMAR RAY	BABUJANGA
23	0711P042-HEMANTA KUMAR BHUYAN	KATIKATA
24	0711P043-NRUSINGA CHARAN DAS	BABUJANGA
25	0711P044-SUDHIR BHUYAN	BABUJANGA
26	0711P045-SHYAMA SUNDRA BEHERA	MAHAMMADPUR
27	0711P046-PRAKASH CHANDRA BISWAL	ORATI
28	0711P050-NIRANJAN SAHOO	SIRLO
29	0711P051-DIBAKAR BASTIA	SIRLO
30	0711P052-SUNIL KUMAR SINGH	KENTALA
31	0711P054-BENUDHAR SAMAL	KENTALA
32	0711P055-RAMESH CH. BHUYAN	TILAKANA
33	0711P058-GAGAN BIHARI MOHANTY	MANIJANGA
34	0711P059-SAROJINI MOHANTY	BANDHUPUR
35	0711P060-SRI GANDHARBA BAISAKHA	NARENDRAPUR
36	0711P061-GANESWAR KHUNTIA	SUKARPADA
37	0711P062-HAREKRUSHNA SAHOO	SUKARPADA
38	0711P063-BHASKAR CHARAN JENA	KALAMISHREE
39	0711P069-BIKASH PRUSTY	SIRLO
40	0711P071-BALLAVANANDA NAYAK	KALAMISHREE
41	0711P075-FAKIRA CHARAN SAHOO	MANAPUR
42	0711P077-SARAT CHANDRA BARIK	MANAPUR
43	0711P078-RABINDRANATH MOHAPATRA	SANTAPUR
44	0711P081-DAITARY MOHANTY	SANTAPUR
45	0711P082-SRIKANTA KUMAR SAHOO	NARENDRAPUR
46	0711P083-MIRZA SORAB BAIG	NARENDRAPUR
47	0711P084-AMBIKA PRASAD ACHARYA	NARENDRAPUR
48	0711P085-PRASAN BARIK	UTTARKUL
49	0711P087-KANCHANBALA MOHANTY	UTTARKUL
50	0711P088-NIRANJAN SWAIN	UTTARKUL
51	0711P093-LACHHAMAN BEURA	JAMARA
52	0711P094-KRUSHNA CHANDRA MOHAPATRA	JAMARA

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FPS DETAILS OF NISCHINTAKOILI BLOCK

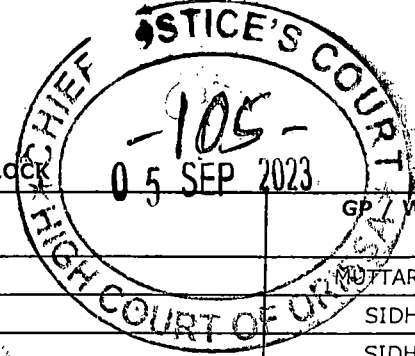
No.	FPS Code and Name	GP / Ward
53	0711P097-NIMAI CHARAN MOHANTY	DAUDPUR
54	0711P098-REBATIKANTA BISOI	DAUDPUR
55	0711P101-PRAMILA DAS	ORATI
56	0711P102-GOLEKHA MALLICK	ORATI
57	0711P105-ASWANI KUMAR MOHANTY	NAGASPUR
58	0711P106-RABINDRANATH BEHERA	JHADESWARPUR
59	0711P107-NIMAI CHARAN RAY	JHADESWARPUR
60	0711P108-KESHAB CHARAN PARIDA	TARATA SASAN
61	0711P109-JAGANNATH SWAIN	TARATA SASAN
62	0711P111-URMILA NAYAK	KERILO
63	0711P112-PURUSOTTAM SAMAL	JAMARA
64	0711P116-SANTOSH KUMAR SAHOO	ISANI BERHAMPUR
65	0711P124-SRI PITAMBAR SAHOO	NEMALO
66	0711P125-SMT. DIPTIMANJARI MOHANTY	NAGASPUR
67	0711P126-SMT. KAMALINI TRIPATHY	BALIAPADA
68	0711P127-PRAFULLA KUMAR PRADHAN	BARADO
69	0711P128-SMT. NIBEDITA SAHOO	UTTARKUL
70	0711P129-GAGAN BIHARI MOHANTY	DAUDPUR
71	0711P130-SMT SASMITA MOHANTY	BANDHAKATIA
72	0711P131-SACHINATH JENA	BANDHAKATIA
73	0711P132-DHARANIDHAR SWAIN	BANDHAKATIA
74	0711P133-PRAJYOTI KUMAR SWAIN	BANDHAKATIA
75	0711P135-MIHIR KUMAR BHUYAN	NAGASPUR
76	0711P136-PRADIPTA KUMAR DAS	TARATA SASAN
77	0711P137-BRAHMANANDA BEHERA	MANAPUR
78	0711P138-SRI KISHORE CHANDRA ROUT	NATAKEI
79	0711W121-MRS. RIJWANA BEGUM SECRETARY DAHAPADA MAHILA SHG	RAMAKRUSHNAPUR
80	0711W139-BHARATI SAHU SECRETARY MAHABIR WSHG	NISCHINTAKOILI

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FPS DETAILS OF SALIPUR BLOCK

	FPS Code and Name	GP / Ward
1	0712C028-SECRETARY MADHHYAKACHHA SCS LTD	MADHYAKACHHA
2	0712C032-SECRETARY BAHUGRAM SCS LTD	MAHAJANPUR
3	0712P002-RABINDRA KUMAR DASH	SISUA
4	0712P003-UTTAM KUMAR BEHERA	TENTOL
5	0712P004-PRASANNA KUMAR DASH	BALISAH
6	0712P005-DHARANIDHAR SWAIN	RAISUNGUDA
7	0712P006-PARAMANANDA NAYAK	BARIGOL
8	0712P007-MAHENDRA KUMAR SAHOO	RAISUNGUDA
9	0712P008-GOBINDA CHANDRA MOHANTY	NAIGUAN
10	0712P010-BIRENDRA KUMAR BHUYAN	CHANDRADEIPUR
11	0712P012-GANGADHAR PRADHAN	RAISUNGUDA
12	0712P015-HADIBANDHU BEHERA	BALISAH
13	0712P017-MAHENDRA KISHORE MOHANTY	RAISUNGUDA
14	0712P018-ANADI CHARAN SAHOO	NAIGUAN
15	0712P019-RAJENDRA KUMAR MALLICK	MIRJAPUR
16	0712P020-RABINDRA NATH PANDA	TENTOL
17	0712P021-NAGENDRA NATH BISWAL	CHANDRADEIPUR
18	0712P022-ABHIMANYU PUJHARI	SOURI
19	0712P023-GAURANGA CHAIAN BEHERA	SOURI
20	0712P024-HAREKRUSHNA DEHERA	SISUA
21	0712P025-SATRUGHNA SAHOO	MUTTARIFFA
22	0712P026-NIMAIN CHARAN BARALA	TRILOCHANPUR
23	0712P027-BABUNA LENKA	GOPINATHPUR
24	0712P029-SUJIT KUMAR PANDA	GOPINATHPUR
25	0712P031-TAPAN KUMAR LENKA	TRILOCHANPUR
26	0712P035-SK.RIASATULLA	NANDOL
27	0712P036-AJAYA KUMAR JENA	MADHYAKACHHA
28	0712P038-CHAITANYA CHARAN JENA	MADHYAKACHHA
29	0712P039-BAISHNAB CHARAN SAHOO	CHAMPATI
30	0712P040-AKSHAYA KUMAR BAISAKH	CHAMPATI
31	0712P042-GOPAL CHANDRA SAHOO	CHAMPATI
32	0712P043-UMESH CHANDRA BISWAL	BHIMDASPUR
33	0712P045-RABINDRANATH LENKA	MALASASAN
34	0712P046-NAMITA LENKA	NARADA
35	0712P049-SHYAMASUNDAR PARIDA	BHIMDASPUR
36	0712P050-BIDHU BHUSAN PATI	MAHANA
37	0712P053-PRATAP CHANDRA DAS	MAHANA
38	0712P055-HRUSHIKESH MISHRA	KATARAPA
39	0712P056-BIBEKANANDA BHUYAN	CHANDRADEIPUR
40	0712P059-TRINATH JENA	RAMAKRUSHNAPUR
41	0712P060-PRAVAT RANJAN ROUTRAY	PIKOL
42	0712P061-DIPTIMAYEE SETHI	BALISAH
43	0712P063-NARAYAN SAHOO	PIKOL
44	0712P064-RAJANIKANTA PRADHAN	RATILO
45	0712P068-UTTAM CHARAN PARIDA	TARITO
46	0712P069-ANADI CHARAN SAHOO	BAHUGRAM
47	0712P071-NITYANANDA SAHOO	NANDOL
48	0712P072-MIRA ROUT	BAHUGRAM
49	0712P073-MIRZA SOLEMAN BAIG	BAHUGRAM
50	0712P075-HAREKRUSHNA DAS	MUTTARIFFA
51	0712P076-URMILA MAHUNTA	NANDOL
52	0712P078-KSHIROD CHARAN PARIDA	SUDUKHANDA

FPS DETAILS OF SALIPUR BLOCK



No.	FPS Code and Name	GP / Ward
53	0712P081-DUSHMANTA BEHERA	MOJTARIFFA
54	0712P082-PRAFULLA KUMAR JENA	SIDHO
55	0712P083-BICHITRA NANDA BISWAL	SIDHO
56	0712P088-JITENDRA KUMAR MOHANTY	PIKOL
57	0712P089-SAMSAD BEGUM	RAMESWAR
58	0712P214-PRAHALLAD BARIK	PURUNAHAT
59	0712W011-SECRETARY BADACHAURA SARADA WSHG	SOURI
60	0712W013-SECRETARY ALIF LAILA WSHG	BARIGOL
61	0712W087-SECRETARY MAA SARALA WSHG	PIKOL
62	0712W215-SECRETARY MAA JHADAKHANDI WSHG	MADHYAKACHHA
63	0712W217-SECRETARY SRI SATYANARAYAN WSHG	NA
64	0712W218-SECRETARY BHAGABATA WSHG	NA

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FPS DETAILS OF TANGI BLOCK & CHOUDWAR MUNICIPALITY

No.	FPS Code and Name	GP / Ward
1	0713P005-RABINDRA SAHOO	BERHAMPUR
2	0713P006-PABITRA NAYAK	BERHAMPUR
3	0713P009-RABINDRA MAJHI	BADASAMANTARAPUR
4	0713P014-MAHENDRA SAMAL	GARUDAGAON
5	0713P015-NIRANJAN SAHOO	GARUDAGAON
6	0713P018-PRADIPTA KUMAR DAS	GOVINDAPUR
7	0713P019-GOURANGA CHARAN JENA	GOVINDAPUR
8	0713P021-HARIHAR DAS	GOVINDAPUR
9	0713P022-MANORANJAN BHUYAN	HARIHANTA
10	0713P025-SUKADEB BEURA	INDRANIPATNA
11	0713P026-RABINDRA NATH TARAI	INDRANIPATNA
12	0713P028-RABINDRA KUMAR BISWAL	JARIPADA
13	0713P030-SRI PURNANANDA KAR	JARIPADA
14	0713P031-JAGABANDHU MAHUNTA	JARIPADA
15	0713P033-LINGARAJ SAHOO	KANHEIPUR
16	0713P035-SANATAN MOHANTY	KAKHADI
17	0713P036-BIJAY KUMAR SAHOO	KAKHADI
18	0713P038-KISHORE KUMAR BEHERA	KAYALAPADA
19	0713P040-KESHAB BEURA	KAYALAPADA
20	0713P041-BASANT KUMAR SAHOO	KOTASAHU
21	0713P042-BHARAT SAHOO	KOTASAHU
22	0713P044-SUDARSHAN ROUT	MANGARAJPUR
23	0713P046-RAGHUNATH NAYAK	MANGARAJPUR
24	0713P047-RABINDRA JETHY	NAKHRA
25	0713P050-NARAYAN SINGH	NAKHRA
26	0713P051-SIBA NARAYAN BEHERA	NAPANGA
27	0713P054-DAYANIDHI NAYAK	SAFA
28	0713P055-KRUSHNA CHANDRA MAHUNTA	SAFA
29	0713P056-PADMALABHA BARIK	SAFA
30	0713P057-KIRTAN BIHARI ROUTRAY	SAFA
31	0713P059-DILIP PARIDA	SAFA
32	0713P061-JADUMANI SWAIN	SALAGAON
33	0713P062-PRADEEP JATA	SALAGAON
34	0713P063-GOKULANANDA BARIK	SALAGAON
35	0713P065-SATYA NARAYAN DAS	SALAGAON
36	0713P067-NITYANANDA BEHERA	SANKARPUR
37	0713P068-NARAYAN ROUT	SANKARPUR
38	0713P069-RABINDRA BAHALIA	UCHHAPADA
39	0713P076-ASHOK SWAIN	NAPANGA
40	0713P077-RABINDRA KUMAR JETHI	KANHEIPUR
41	0713P078-BAIRAGI SAMAL	KANHEIPUR
42	0713P079-ASHOK KUMAR NAYAK	AGRAHAT
43	0713P084-NABAKISHORE BEHERA	GARUDAGAON
44	0713P085-RABINDRA KUMAR SAMAL	INDRANIPATNA
45	0713W053-MAMATA NAYAK SECRETARY MAA BASULEI SHG	NAPANGA
46	0713W081-PRATIMA BEHERA SECRETARY SHREE GANESH SHG	AGRAHAT
47	0713W086-SECRETARY MAA MAHIMA SAGAR WSHG	GARUDAGAON
48	0717T001-EXECUTIVE OFFICER	WARD NO.04
49	0717T002-EXECUTIVE OFFICER	WARD NO.01
50	0717T003-EXECUTIVE OFFICER	WARD NO.02
51	0717T004-EXECUTIVE OFFICER	WARD NO.03
52	0717T005-EXECUTIVE OFFICER	WARD NO.05

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FPS DETAILS OF TANGI BLOCK & CHOUDWAR MUNICIPALITY

No.	FPS Code and Name	GP / Ward
53	0717T006-EXECUTIVE OFFICER	WARD NO.06
54	0717T007-EXECUTIVE OFFICER	WARD NO.07
55	0717T008-EXECUTIVE OFFICER	WARD NO.08
56	0717T009-EXECUTIVE OFFICER	WARD NO.09
57	0717T010-EXECUTIVE OFFICER	WARD NO.10
58	0717T011-EXECUTIVE OFFICER	WARD NO.11
59	0717T012-EXECUTIVE OFFICER	WARD NO.12
60	0717T013-EXECUTIVE OFFICER	WARD NO.13
61	0717T014-EXECUTIVE OFFICER	WARD NO.14
62	0717T015-EXECUTIVE OFFICER	WARD NO.15
63	0717T016-EXECUTIVE OFFICER	WARD NO.16
64	0717T017-EXECUTIVE OFFICER	WARD NO.17

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FPS DETAILS OF CMC UNIT-I

No.	FPS Code and Name	GP / Ward
1	0718T053-BHAGABAN BEHERA AND SANTOSH DAS SUKADEV BHANDAR	WARD NO.01
2	0718T051-NIRU ENTERPRISERS BHAGABAN BEHERA NARAYAN BEHERA	WARD NO.02
3	0718P525-PARAMANANDA SWAIN	WARD NO.03
4	0718P558-SRI I AXMIDHAR DAS	WARD NO.05
5	0718P054-SMT. PRATIVA SAHOO	WARD NO.07
6	0718P058-SULOCHANA SETHI	WARD NO.07
7	0718P312-SURENDRA KUMAR DAS	WARD NO.21
8	0718P330-BIRA KISHORE BEHERA	WARD NO.21
9	0718P342-ASHOK KUMAR MAITICK	WARD NO.21
10	0718P022-ANNAPURNA STORE PROP. ANNAPURNA SAHOO	WARD NO.22
11	0718P025-PRADIP KUMAR PRASAD	WARD NO.22
12	0718P028-MD. SAHEB JAN	WARD NO.22
13	0718P031-HAYATUN NISHA BEGUM	WARD NO.22
14	0718P284-SARASWATI MOHANTY	WARD NO.22
15	0718P017-HAZARA BIBI	WARD NO.23
16	0718P018-SANJIT KUMAR SINGH	WARD NO.23
17	0718P020-MD. EZAZ	WARD NO.23
18	0718P026-HARUN SATTAR TAYUB	WARD NO.23
19	0718P504-SILLA DAS	WARD NO.23
20	0718P257-ARJUN MULIA	WARD NO.24
21	0718P278-JYOTSNA MAYEE SENAPATI	WARD NO.24
22	0718P315-SMT. BASANTA MANJARI MUDULI	WARD NO.25
23	0718P328-MAIMUN NISA	WARD NO.25
24	0718P366-SARAT KUMAR MOHARANA	WARD NO.25
25	0718P368-ABHIMANYU NAYAK	WARD NO.25
26	0718P377-ARIJIT BOSE	WARD NO.25
27	0718P380-KANAKA LATA SAHOO	WARD NO.25
28	0718P388-JAGANNATH PRASAD BHAGAT	WARD NO.25
29	0718P391-RABI NARAYAN DAS	WARD NO.25
30	0718P102-AJAY SAHOO	WARD NO.26
31	0718P111-SAMBHUNATH DEY	WARD NO.26
32	0718P246-MESSRS. BINAPANI SEN AND PARTNER	WARD NO.27
33	0718P294-BIJAN KUMAR SEN	WARD NO.27
34	0718P358-SMT KALPANA MOHANTY	WARD NO.41
35	0718P364-MADANI STORE PROP.SK. ZAFIRUDDIN	WARD NO.41
36	0718P370-MANAS KUMAR SAMAL	WARD NO.41
37	0718P376-PRASANTA KUMAR JENA	WARD NO.41
38	0718T365-KAILASH STORE SAROJINI SAHU AND SURAJ KUMAR SAHU	WARD NO.41
39	0718T381-NAYARAN BHANDAR PARTNER SAKUNTALA BHUYAN	WARD NO.41
40	0718T383-NIRUPAMA MOHANTY AND SARADA PRASANNA MOHANTY ANANT	WARD NO.41
41	0718P392-MANINATH SAHUI	WARD NO.42
42	0718P393-ACHYUTANANDA SAHOO	WARD NO.42
43	0718P394-DILLIP KUMAR SAHOO	WARD NO.42
44	0718P399-FAKIR KUMAR SAHOO	WARD NO.42
45	0718P409-BINAY KUMAR BAISAK PROP CHANDI STORE	WARD NO.42
46	0718P416-SUSHAMA SAHANI	WARD NO.43
47	0718P420-MANASI SAHOO	WARD NO.43
48	0718P110-GOUR GOPAL PATNAIK	WARD NO.44
49	0718P127-SMT. KABITA SAHOO	WARD NO.44
50	0718P424-MESSRS. PURNA CHANDRA SAHOO AND PARTNER	WARD NO.45
51	0718P502-BABUJI GOCHHAYAT AND PARTNER	WARD NO.46

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FPS DETAILS OF CMC UNIT-II

No.	FPS Code and Name	GP / Ward
1	0718P072-AKHAYA KUMAR MISHRA	WARD NO.08
2	0718P071-KANCHANA SAHOO	WARD NO.09
3	0718P214-SAROJ KUMAR SAHOO	WARD NO.10
4	0718P217-LALA DILIP KUMAR RAY	WARD NO.10
5	0718P227-SAYED AFSAR ALI	WARD NO.10
6	0718P100-KANAN BIHARI SAHOO	WARD NO.11
7	0718P080-SARAT KUMAR JETHI	WARD NO.12
8	0718P097-PARAMANANDA SAHOO	WARD NO.12
9	0718P151-PRADEEP KUMAR SINGH	WARD NO.13
10	0718P158-RAKESH KUMAR SWAIN	WARD NO.13
11	0718P165-MADHABANANDA PANDA	WARD NO.13
12	0718P177-NAGEN KUMAR SAHOO	WARD NO.14
13	0718P192-UTTAM DEY	WARD NO.14
14	0718P194-PRADEEP KUMAR SAHOO	WARD NO.14
15	0718P163-PRIYADARSINI MOHANTY	WARD NO.28
16	0718P166-RABINDRA NATH SAHOO	WARD NO.28
17	0718P170-LAXMIDHAR DAS	WARD NO.28
18	0718P187-LAXMIDHAR BEHERA	WARD NO.28
19	0718P205-BALARAM DASH	WARD NO.29
20	0718P239-KISHORE CHANDRA SAHOO	WARD NO.29
21	0718P251-SMT. SUREKHA MOHAPATRA	WARD NO.29
22	0718P555-JITENDRA KUMAR SAHOO	WARD NO.29
23	0718P236-PRAFULLA KUMAR SAHOO	WARD NO.30
24	0718P261-RAMESH CHANDRA BHUYAN	WARD NO.30
25	0718P355-NRUSINGH CHARAN SAHOO	WARD NO.31
26	0718P369-DEBENDRA KUMAR MOHANTY	WARD NO.31
27	0718P382-PRADEEP KUMAR SAHOO	WARD NO.31
28	0718P405-ANJAY KUMAR SIKDAR	WARD NO.31
29	0718T353-BRUNDABATI BHANDAR PARTNER GOPAKRUSHNA PARIDA	WARD NO.31
30	0718P034-ANIRUDHA JENA	WARD NO.32
31	0718P038-SUBASH CHANDRA BEHERA	WARD NO.32
32	0718P047-SIBASISH MOHANTY	WARD NO.32
33	0718P398-JYOTSNA RANI JENA	WARD NO.32
34	0718P036-SHABANA JABEEN	WARD NO.33
35	0718P037-KALYANI SAHOO	WARD NO.33
36	0718P040-JIBANANANDA DAS	WARD NO.33
37	0718T351-MAALAXMI BHANDAR PARTNER UMAKANTA TRIPATHY	WARD NO.33
38	0718P324-JIBAN KUMAR SAHOO	WARD NO.34
39	0718P338-BIJAY KUMAR SAHOO AND PARTNER	WARD NO.34
40	0718P343-ASIMA BARIK	WARD NO.34
41	0718P347-RAMAKANTA BEHERA	WARD NO.34
42	0718P350-SAROJ KUMAR SAHOO	WARD NO.34
43	0718P454-BIJAY KUMAR BISWAL	WARD NO.47
44	0718P440-HRUDANANDA JENA	WARD NO.48
45	0718P441-LAXMIDHAR SAHOO	WARD NO.48
46	0718P443-PRABIR KUMAR PANDA	WARD NO.48
47	0718P447-BATA KRUSHNA BEHERA	WARD NO.48
48	0718P559-SPI BIJAY KUMAR SAHOO	WARD NO.48
49	0718P442-NAMITA MOHANTY	WARD NO.49
50	0718P446-SIBA BISWAL	WARD NO.49
51	0718T554-RANJAN DEBATA AND BANSHIDHAR DAS SARALA BHANDAR	WARD NO.49
52	0718W556-SECRETARY OMM MAA BRUNDABATI SHG	WARD NO.49
53	0718P436-PRATAP KISHORE BEHERA	WARD NO.50
54	0718P458-JAYANTI SAHOO	WARD NO.50
55	0718P463-DHANESWAR DAS	WARD NO.50
56	0718P467-SMT ARATI MOHANTY	WARD NO.50
57	0718P472-KIRAN KUMAR PARIJA	WARD NO.50
58	0718P462-JITENDRA KUMAR SWAIN	WARD NO.51
59	0718P468-SULOCHANA SWAIN	WARD NO.51
60	0718P471-LALATENDU SWAIN	WARD NO.51

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FPS DETAILS OF CMC UNIT-III

No.	FPS Code and Name	GP / Ward
1	0718P212-SK. HALIM	WARD NO.15
2	0718P238-MESSRS. SWARNALATA SAHOO AND PARTNERS	WARD NO.15
3	0718T012-O.S.C.S.C. LTD. MAITREE NO. I	WARD NO.16
4	0718T070-SUNDARMANI SETHI AND SIBA PRASAD SETHI SIBA STORE	WARD NO.16
5	0718P208-SAYEED KHAN	WARD NO.17
6	0718P209-SOLEMAN KHAN	WARD NO.17
7	0718P281-AKILUDDIN AHMED	WARD NO.17
8	0718P263-SMT POOJA BEHERA	WARD NO.18
9	0718P274-PRAVADATI SETHI	WARD NO.18
10	0718P286-BIMAL KUMAR SAHOO	WARD NO.18
11	0718P290-FIROZ KIAN	WARD NO.18
12	0718P200-SMT SMITA SAHOO	WARD NO.19
13	0718P202-HASINA AFROZ	WARD NO.19
14	0718P310-ABDUL MOHIT KHAN	WARD NO.19
15	0718P323-AFZAL MOHAMMAD	WARD NO.19
16	0718P523-CHANDAN KUMAR SAHOO	WARD NO.19
17	0718P287-RAMAMANI DHAL	WARD NO.20
18	0718P299-KHALIDA BIBI	WARD NO.20
19	0718P181-SIBA PRASAD ROUT	WARD NO.36
20	0718P222-SANKAR PRATAP CHHATUI	WARD NO.36
21	0718P134-MINI BISWAL	WARD NO.37
22	0718P140-SMT. NIBEDITA PATRA	WARD NO.37
23	0718P553-SMT. BABITA BISWAL	WARD NO.37
24	0718W557-PRESIDENT BATA MANGALA SHG	WARD NO.37
25	0718P494-RAJESH KUMAR PANDA	WARD NO.38
26	0718P491-SUBASH CHANDRA PANDA	WARD NO.39
27	0718P501-SMT HEMANTA MANJARI SAHOO	WARD NO.39
28	0718T013-O.S.C.S.C. LTD. MAITREE NO. II	WARD NO.39
29	0718P131-SMT. MINATI SWAIN	WARD NO.53
30	0718P408-ALOK KUMAR DAS	WARD NO.54
31	0718P474-SAMIR KUMAR SAHOO	WARD NO.54
32	0718P478-PRAMOD KUMAR MOHARANA	WARD NO.54
33	0718W540-PRESIDENT JAY SANTOSHI MAA SHAKTI GROUP	WARD NO.54
34	0718W541-PRESIDENT BABA RAMESWAR WSHG	WARD NO.54
35	0718P476-CHANDRAMANI MOHARANA	WARD NO.55
36	0718P477-GUNANIDHI PANDA	WARD NO.55
37	0718P528-PRAFULLA KUMAR SAHOO	WARD NO.56
38	0718P531-RAGHUNATH PANI	WARD NO.56
39	0718P532-BISWAKARMA BARAL	WARD NO.56
40	0718P533-PRADIPTA KUMAR PANDA	WARD NO.56
41	0718P537-KESHAB CHANDRA SWAIN	WARD NO.56
42	0718P536-DILLIP KUMAR SWAIN	WARD NO.57
43	0718P538-BENUDHAR JENA	WARD NO.57
44	0718P529-CHERINDRA KUMAR SAMAL	WARD NO.58
45	0718P530-BHIMASEN ROUTRAY	WARD NO.58
46	0718P535-KEDARNATH DAS	WARD NO.58
47	0718P534-PRAKASH KUMAR DAS	WARD NO.59

**FPS DETAILS OF CUTTACK SADAR BLOCK**

No.	FPS Code and Name	GP / Ward
1	0705P001-UPENDRA BEHERA	AMAN
2	0705P002-BIJAY KUMAR PRUSTY	AMAN
3	0705P003-NABAKISHORE SAMANTRAY	AMAN
4	0705P007-BANSHIDHAR BEHERA	ARILO
5	0705P010-ALEKHA CHANDRA LENKA	AYATPUR
6	0705P011-RATIKANTA JENA	AYATPUR
7	0705P012-LOKANATH BEHERA	AYATPUR
8	0705P014-KAILASH CHANDRA DAS	BARADA
9	0705P015-MANORANJAN SAHOO	BARADA
10	0705P016-SOMANATH SATPATHY	BENTAKAR
11	0705P017-NARAHARI PANDA	BENTAKAR
12	0705P018-AJAYA KUMAR DAS	BENTAKAR
13	0705P019-RAMESH CHANDRA PATI	BENTAKAR
14	0705P020-KRUSHNA CHANDRA SWAIN	BENTAKAR
15	0705P021-CHITA RANJAN RATH	BENTAKAR
16	0705P022-JOGENDRA NATH PANIGRAHI	BODHAPUR
17	0705P023-NARAHARI BEHERA	BODHAPUR
18	0705P025-MANASI SETHY	BODHAPUR
19	0705P026-SUSANTA KUMAR PANDA	DADHIBAMANPUR
20	0705P028-BANSIDHAR SWAIN	DADHIBAMANPUR
21	0705P031-TRINATH DASH	DHARINA
22	0705P032-AMIYA RANJAN BEHERA	DHARINA
23	0705P033-BRUNDABAN BEHERA	DHARINA
24	0705P034-DURYODHAN ROUT	FAKIRPADA
25	0705P035-RABINDRANATH PARIDA	GATIROUTPATNA
26	0705P038-BRUNDABAN BEHERA	JASAPADA
27	0705P039-BIBHUTI BHUSAN PARIJA	JASAPADA
28	0705P040-PRAKASH KUMAR MOHAPATRA	KALAPADA
29	0705P041-SANGRAM SINGH BEURA	KALAPADA
30	0705P042-SK. KHALILULLA	KALAPADA
31	0705P044-SISIR KUMAR SAHOO	KANDARPUR
32	0705P045-BHASKAR SWAIN	KANDARPUR
33	0705P046-RAMESH CHANDRA SINGH	KANDARPUR
34	0705P047-PRAMOD KUMAR HATI	KANDARPUR
35	0705P048-DWIJABAR SAHOO	KHANDEITA
36	0705P049-BRUNDABAN KANDI	DADHIBAMANPUR
37	0705P052-GOUTAM ROUT	KHANDEITA
38	0705P054-TAPAN KUMAR MOHANTY	KISHORENAGAR
39	0705P055-ANIL KUMAR MANDAL	KISHORENAGAR
40	0705P056-NIRANJAN NAYAK	KISHORENAGAR
41	0705P057-TANULATA BARIK	KULASARICHUAN
42	0705P059-RAMESH CHANDRA BEURA	KULASARICHUAN
43	0705P060-CHARAN RAY	KULASARICHUAN
44	0705P062-BADRINATH PANDA	NIMEISAPUR
45	0705P064-NIKUNJA ROUT	NIMEISAPUR
46	0705P065-JAGADISH BEHERA	NIMEISAPUR
47	0705P067-PITABASH ROUT	NIMEISAPUR
48	0705P070-PRADEEP KUMAR SAHOO	PARAMAHANSA
49	0705P073-BINOD KUMAR SAHOO	PRAHARAJPUR
50	0705P074-BISHNU CHARAN DAS	PRAHARAJPUR
51	0705P075-ABDUL RAJAK	PRAHARAJPUR
52	0705P076-MD. KHALILUR RAHEMAN	PRAHARAJPUR

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FPS DETAILS OF CUTTACK SADAR BLOCK

NO.	FPS Code and Name	GP / Ward
53	0705P077-RAMJAN ALI KHAN	PRAHARAJPUR
54	0705P082-PRASANTA KUMAR DAS	SOMEPUR
55	0705P083-RAMA CHANDRA SAHOO	SOMEPUR
56	0705P085-GANGADHAR SAHOO	URALI
57	0705P086-SURENDRA NATH PATRA	URALI
58	0705P088-PRADIP KUMAR DAS	URALI
59	0705P118-SADASIBA BEURA	URALI
60	0705P120-SMT. HEMALATA SAHOO	PARAMAHANSA
61	0705T027-BIBHUTI BHUSAN PRADHAN AND SONS	DADHIBAMANPUR
62	0705W004-SECRETARY PRAGATI SHAKTI WSHG	ARILO
63	0705W005-SECRETARY MAA LAXMI WSHG	ARILO
64	0705W013-SECRETARY MAA NAGESWARI WSHG	AYATPUR
65	0705W043-SECRETARY MAA SANTOSHI WSHG	DHARINA
66	0705W121-SECRETARY OM SAIRAM WSHG	SOMEPUR
67	0705W122-SECRETARY SAIBABA WSHG	PARAMAHANSA

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FPS DETAILS OF BARANGA BLOCK

No.	FPS Code and Name	GP / Ward
1	0704G068-GOPAL CHANDRA ROUT	RAMDAS PUR
2	0704P001-LAXMAN SASMAL	DADHAPATANA
3	0704P002-SADHUCHARAN SAHOO	KHALARDA
4	0704P004-YUDHISTHIR SWAIN	MADHUPUR
5	0704P008-DHULESWAR SAHOO	KURANGA SASANA
6	0704P010-PRADEEP KUMAR NAYAK	KHALARDA
7	0704P011-BIBHUTI BHUSHANA BAITHALU	KHALARDA
8	0704P013-SANATAN BEHERA	KURANGA PADHAN
9	0704P014-SUDARSAN SAHOO	KURANGA PADHAN
10	0704P015-TRILOCHAN SAHOO	KURANGA SASANA
11	0704P018-PRAFULLA KUMAR PRADHAN	HARIANTA
12	0704P019-MANOJ KUMAR DASH	KURANGA PADHAN
13	0704P020-GOLAM RABANI KHAN	KURANGA PADHAN
14	0704P021-DURGA CHARAN ROUT	RAMDAS PUR
15	0704P023-JHARANA PANI	SRIBANTAPUR
16	0704P025-HRUDANAND MOHANTY	HARIANTA
17	0704P027-NIRANJAN NAYAK	RAMDAS PUR
18	0704P029-SRIKANTA KUMAR SAHOO	NARAJ MARTHAPUR
19	0704P035-ANANTA KUMAR DAS	SAINSO
20	0704P036-PRAHALLAD SAMANTRAY	KORAKORA
21	0704P037-HARIHAR ROUT	MUNDALI
22	0704P039-BIBHASINI DAS	MADHUPUR
23	0704P040-BASANTI MOHANTY	USUMA
24	0704P041-BASANTI MOHANTY	KORAKORA
25	0704P042-KRUSHNA CHANDRA JENA	USUMA
26	0704P046-PUNANANDA MUDULI	NAGARI
27	0704P047-GEETANJALI BISWAL	DADHAPATANA
28	0704P048-RABI NARAYAN SATPATHY	NAGARI
29	0704P049-SANJUKTA SAHOO	BELAGACHHIA
30	0704P050-PADMABATI SAHOO	NAGARI
31	0704P051-CHITTARANJAN ROUT	BELAGACHHIA
32	0704P055-BABULI BARIK	KUNHEIPADA
33	0704P058-SANGRAM ROUTRA	KHALARDA
34	0704P060-RUDRA CHARAN PAL	KUNHEIPADA
35	0704P061-SMT. LAXMIPRIYA BEHERA	DADHAPATANA
36	0704P062-PRASHANT KUMAR ROUT	BELAGACHHIA
37	0704P063-SMT. LOPAMUDRA PATRA	SAINSO
38	0704W064-SECRETARY PRABHU ANANTA DEV WSHG	USUMA
39	0704W065-SWASTIK WSHG	NARAJ MARTHAPUR
40	0704W066-GANAPATI WSHG	MUNDALI

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FPS DETAILS OF KANTAPADA BLOCK

Sl. No.	FPS Code and Name	GP / Ward
1	0707G052-PEO POSTAL	POSTAL
2	0707P001-SUDARSHAN OJHA	BADAPATASUNDARPUR
3	0707P003-PURNA CHANDRA SAHOO	GOVINDPUR
4	0707P004-JAMINIKANT SAHOO	KANTAPADA
5	0707P005-MADAN SENAPATI	BADAPATASUNDARPUR
6	0707P006-PRAMOD KUMAR SWAIN	ADASPUR
7	0707P007-PRAVAT MOHAPATRA	GOVINDPUR
8	0707P008-NABAGHAN SAHOO	BRAHMANASAILO
9	0707P009-RAJESWARI MOHAPATRA	UTTARANA
10	0707P016-BAIRAGI CHARAN SAHOO	BADAPATASUNDARPUR
11	0707P018-MANORANJAN PRUSTY	BAGALPUR
12	0707P019-KRUSHNA CHANDRA PARIDA	JHARAPADA
13	0707P021-SUDHAKAR SAHOO	KANTAPADA
14	0707P022-LALATENDU RAY	BRAHMANABATI
15	0707P025-SMT.KANAK SAHOO	URADHA
16	0707P031-TRILOCHAN NAYAK	NAHALPUR
17	0707P032-SARAT KUMAR DAS	NAHALPUR
18	0707P036-AMIT KUMAR ROUTRAY	JHARAPADA
19	0707P037-SUKANTA MOHANTY	NUAGAON GRAM
20	0707P038-TRILOCHAN MOHAPATRA	URADHA
21	0707P039-SOUBHAGYA RANJAN PRADHAN	URADHA
22	0707P040-DILLIP PATRA	URADHA
23	0707P041-BRAMHANANDA JENA	JHARAPADA
24	0707P043-CHITARANJAN JENA	BRAHMANASAILO
25	0707P045-SMT.TRIFALA SWAIN	ADASPUR
26	0707P046-RANJAN KUMAR JENA	GOVINDPUR
27	0707P048-SARAT KUMAR SWAIN	ADASPUR
28	0707P054-BISWANATH PARIJA	UTTARANA
29	0707P061-KASHINATH SWAIN	DIMIRI
30	0707P063-AMAR KUMAR ROUTRAY	BAGALPUR
31	0707P067-SAROJ KUMAR DAS	BADAPATASUNDARPUR
32	0707P068-SUJATA PARIJA	NAHALPUR
33	0707S013-SECY S DIVYALAXMI WSHG	ADASPUR
34	0707W023-SECY S MAA TARINI WSHG	POSTAL
35	0707W056-SECY S MATALAXMI WSHG	ADASPUR

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**FPS DETAILS OF NIALI BLOCK**

No.	FPS Code and Name	GP / Ward
1	0710P001-SIBA SAHOO	BINISPUR
2	0710P003-BIDHAN MOHANTY	BILASUNI
3	0710P005-CHANDRAKANTA NAYAK	PAIANGA
4	0710P006-HRUSHIKESH SAHOO	PAHANGA
5	0710P009-ARAKSHITA ROUT	POKHARIGAON
6	0710P011-CHABINDRA BHOL	ERANCHA
7	0710P012-SRI BIPIN BIHARI SWAIN	RANIOLA
8	0710P013-MALLIK IASSAN	NUAGAON
9	0710P014-DHARANIDHAR MOHANTY	RANIOLA
10	0710P017-PRATAP KUMAR JENA	POKHARIGAON
11	0710P018-PREMANANDA JENA	POKHARIGAON
12	0710P019-MADAN MOHAN NAYAK	SITHALO
13	0710P020-SHARMISTHA MAJHI	KASARADA
14	0710P021-PRATIMA SWAIN	SITHALO
15	0710P025-PITABAS SWAIN	KRUSHNAPRASAD
16	0710P035-RAMA CHANDRA PADHI	KASARADA
17	0710P036-BINOD BIHARI MOHAPATRA	ERANCHA
18	0710P038-SARATA CHANDRA MOHAPATRA	KASARADA
19	0710P039-JANAKAR BISWAL	KASARADA
20	0710P040-PURNA CHANDRA PADHI	SAGADAILO
21	0710P041-SRI KARUNAKAR PARIDA	SAGADAILO
22	0710P043-NIRANJANA PATRA	BINISPUR
23	0710P044-ASHOK KUMAR SWAIN	BINISPUR
24	0710P047-DUSHASAN PRADHAN	EK BERUAN
25	0710P050-SUBASH SWAIN	KRUSHNAPRASAD
26	0710P053-RABINDRANATH DALAI	ANLO
27	0710P054-PRASANTA KUMAR BIHARI	BAHARANA
28	0710P056-SANGRAM KISHORE JENA	BILASUNI
29	0710P058-SUKANT BHOL	SADHANSA
30	0710P059-PRAMOD KUMAR SWAIN	JALLARPUR
31	0710P061-SATRUGHNA NAYAK	JALLARPUR
32	0710P062-DHARANIDHAR NAYAK	BILASUNI
33	0710P063-DEBENDRA DAS	JALLARPUR
34	0710P064-ARAKHITA BARIK	PAHANGA
35	0710P066-NILAMANI SAHOO	NUAGAON
36	0710P071-SAMIR MOHANTY	TIHUDI
37	0710P072-ISWAR CHANDRA NAYAK	POKHARIGAON
38	0710P073-GUNANIDHI SENAPATI	SITHALO
39	0710P078-BASANTA KUMAR SAHOO	RATANPUR
40	0710P080-GAGANABIHARI SWAIN	NIVARANA
41	0710P081-KELU CHARAN PARIDA	NIVARANA
42	0710P082-MAYADHARA HATI	SADHANSA
43	0710P084-SUKANTA KUMAR SWAIN	SITHALO
44	0710P085-PANCHU JENA	SAGADAILO
45	0710P088-NABAGHAN PRUSTY	MADHAB
46	0710P089-RABINDRA KUMAR SWAIN	MADHAB
47	0710P092-AJAYA KUMAR PRADHAN	SAGADAILO
48	0710P093-PANCHU KISHORE SAHOO	EK BERUAN
49	0710P104-AVIMANYU JENA	RANIOLA
50	0710P105-NABAKISHORE JENA	TIHUDI
51	0710P106-SMT. SANJUKTA BARIK	ERANCHA
52	0710P107-SMT. MANJULA PARIDA	BAHARANA

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FPS DETAILS OF NIALI BLOCK

	FPS Code and Name	GP / Ward
53	0710W008-SECRETARY RATNESWAR WSHG	ANLO
54	0710W024-SECRETARY MAA SANTOSHI WSHG	ALANA
55	0710W033-SECRETARY NARAYANI SANCHAYA SAMITI	ERANCHA
56	0710W049-SECRETARY MAA KHETRAPALA WSHG	ANLO
57	0710W068-SECRETARY MAA THANAPATI WSHG	NUAGAON
58	0710W074-SECRETARY RADHAKRUSHNA WSHG	NIALI
59	0710W079-SECRETARY MAA KHETRAPALA WSHG	NUAGAON
60	0710W098-PRESIDENT KUTAM CHANDI WSHG	MADHAB
61	0710W101-SECRETARY RADHAGOBIONDA WSHG	KAPASI
62	0710W102-SECRETARY BISWA SIDHESWAR WSHG	KAPASI
63	0710W103-SECRETARY BISWA BATA MANGALA WSHG	NIALI
64	0710W110-SECRETARY JATADHARI WSHG JHILI BHOI	KAPASI
65	0710W111-SECRETARY INDIRA GANDHI WSHG	SADHANSA
66	0710W112-SECRETARY NRUSINGHANATH WSHG	NIALI
67	0710W113-SECRETARY MAA KSHETRAPAL WSHG	ALANA
68	0710W114-SECRETARY NILAMADHAB WSHG	RANIOLA
69	0710W115-SECRETARY GADIBRAHMA WSHG	KRUSHNAPRASAD
70	0710W116-SECRETARY MAA SARASWATI WSHG	KRUSHNAPRASAD
71	0710W117-MAA HARAGOURI WSHG	RANIOLA

**FPS DETAILS OF BANKI BLOCK & NAC**

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No.	FPS Code and Name	GP / Ward
1	0702C034-SECY KRUSHNAPALLI SCS	KALAPATHARA
2	0702C068-SECRETARY SCS SUBARNAPUR	SANTARAPUR
3	0702C071-SECRETARY SCS RATAGARH	SANTARAPUR
4	0702C072-SECRETARY SCS GHODABAR	SANTARAPUR
5	0702P001-NARAYAN ROUT	KIAPALLA
6	0702P002-LAXMAN SAHOO	KIAPALLA
7	0702P004-NILAMANI BEHERA	KIAPALLA
8	0702P006-KISHORE CHANDRA ROUTRAY	KIAPALLA
9	0702P007-BIBHUTI BHUSAN MANGARAJ	ANUARY
10	0702P010-HEMANTA KUMAR KHATUA	ANUARY
11	0702P013-SARAT MALLIK	GOLGANDA
12	0702P016-PITAMBER NAYAK	JAGANATHPUR
13	0702P018-NIRANJAN NAYAK	KENDUPALLI
14	0702P021-PADMA CHARAN SAHOO	BAIDESWAR
15	0702P023-BAIKUNTHA MAJHI	BAIDESWAR
16	0702P026-BRUNDABAN SAHOO	BAIDESWAR
17	0702P032-RABINDRA NATH SAHOO	KALAPATHARA
18	0702P035-PREMANANDA BEHERA	BALABHADRAPUR
19	0702P036-RAMA CHANDRA NISHANKA	BALABHADRAPUR
20	0702P037-BIJAY KUMAR SAHOO	BALABHADRAPUR
21	0702P039-JAGANNATH NAYAK	BRAHMAPURA
22	0702P040-DURGA CHARAN PARIDA	BRAHMAPURA
23	0702P041-HADIBANDHU BEHERA	BRAHMAPURA
24	0702P042-SURENDRA KUMAR ROUT	BRAHMAPURA
25	0702P044-BHAGIRATHI PANDA	KALIPOI
26	0702P045-LOCHAN PANDA	KALIPOI
27	0702P048-AMULYA KUMAR SINGH	KALIPOI
28	0702P052-LAXMIDHAR RANASINGH	PUINCHA
29	0702P053-BASANTA KUMAR PATTANAIK	PUINCHA
30	0702P056-ABHIMANYU PANDA	BARPUT
31	0702P057-SINIBAS PRADHAN	BARPUT
32	0702P058-GAYATRI SAHOO	BARPUT
33	0702P059-BHARAT SWAIN	BARPUT
34	0702P060-RAMA CHANDRA BEHERA	OSTIA
35	0702P063-RAMESH CHANDRA PRADHAN	KANTAPAHANRA
36	0702P064-SUBASH CHANDRA NAYAK	OSTIA
37	0702P065-BATAKRUSHNA JENA	KANTAPAHANRA
38	0702P066-MAHESWAR KHATUA	KANTAPAHANRA
39	0702P075-CHAKRADHAR DAS	BANDALO
40	0702P083-NIKUNJA BIHARI BEHERA	KADALIBADI
41	0702P102-BICHITRANANDA SAMANTARAY	JAGANATHPUR
42	0702P103-JUHIPRIYA JENA	SANTARAPUR
43	0702P104-JATINDRA KUMAR SAHOO	JAGANATHPUR
44	0702P105-SANJAY KUMAR BEHERA	BANDALO
45	0702P106-BISWAJIT DAS	ANUARY
46	0702P107-PRAMOD KHATUA	KALAPATHARA
47	0702P109-LAXMIPRIYA KHATUA	KADALIBADI
48	0702P118-SHYAM SUNDAR NAYAK	KALAPATHARA
49	0702P119-SASMITA RANI BARAL	KANTAPAHANRA
50	0702P120-PRATIMA SAHOO	OSTIA
51	0702P121-TAJESH KUMAR DALEI	GOLGANDA
52	0702P122-NABAKISHORE SETH	ANUARY

**FPS DETAILS OF BANKI BLOCK & NAC**

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	FPS Code and Name	GP / Ward
53	0702P123-SARAT CHANDRA PRADHAN	BANDALO
54	0702P124-BIDYADHAR ROUT	BAUNSPUT
55	0702P125-ASHOK KUMAR ROUT	BAUNSPUT
56	0702W108-SECRETARY MAA BRAHMANI DEVI WSHG	BAIDESWAR
57	0702W111-PRESIDENT LINGARAJ WSHG	KALIPOI
58	0702W114-OMM SHANTI WSHG	KIAPALLA
59	0702W115-PRESIDENT MAHALAXMI WSHG	KENDUPALLI
60	0702W116-MAA HINGULA WSHG	KENDUPALLI
61	0702W117-GAYATRI S.S.G NARANPUR	KIAPALLA
62	0716C002-SFCRETARY S.C.S. AKHANDESWAR SOCIETY	WARD NO.04
63	0716P005-PRAKASH CHANDRA MISHRA	WARD NO.08
64	0716P009-PRAVAT CHANDRA PRADHAN	WARD NO.10
65	0716P011-KANTA JOSHI	WARD NO.11
66	0716P012-SUDAM CHARAN BEHERA	WARD NO.12
67	0716P015-MAHENDRA KUMAR MOHAPATRA	WARD NO.15
68	0716P019-PRAKASH CHANDRA ROUT	WARD NO.01
69	0716P022-MANOJ KUMAR SWAIN	WARD NO.07

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**FPS DETAILS OF DOMPADA BLOCK**

Sl. No.	FPS Code and Name	GP / Ward
1	0706C033-SECRETARY ARACHANDI S.C.S	KUSUPANGI
2	0706C053-SECRETARY S.C.S. KUSUPANGI	KUSUPANGI
3	0706C061-SECRETARY S.C.S.DHANSAR SOCIETY	DHANSARA
4	0706C062-SECRETARY S.C.S GOPALPUR	GOPALPUR
5	0706C109-DAMAPADA NIZIGARH SCS LTD	DOMPADA
6	0706P001-NIMAI CHARAN SAHOO	BANRA
7	0706P003-DAMODAR SWAIN	DULANPUR
8	0706P006-USMAN KHAN	NARAGANGA
9	0706P007-GOPINATH MOHAPATRA	RAGADI
10	0706P009-ASHOK KUMAR SAMAL	NARAGANGA
11	0706P014-BIBHUNDRA MANTRY	BILIPADA
12	0706P015-CHITTARANJAN DHAL	DURGAPUR
13	0706P019-DURYADHAN ROUT	BILIPADA
14	0706P021-ASHALATA SAMAL	BILIPADA
15	0706P025-SAJANI MALLIK	GOVINDPUR
16	0706P027-SANJEEB KUMAR RANA	GOVINDPUR
17	0706P028-BIJAYLAXMI DAS	GOVINDPUR
18	0706P030-DHIRENDRA KUMAR RANA	BHAGIPUR
19	0706P032-JAYADEV JENA	KUSUPANGI
20	0706P034-HIRALAL SUTAR	BHAGIPUR
21	0706P035-RAMESH CHANDRA NAYAK	SIMILIPUR
22	0706P039-SURYAKANTA BHUYAN	SIMILIPUR
23	0706P040-RAMESH CHANDRA SAHOO	SIMILIPUR
24	0706P042-SRIDHAR SAHOO	PATHAPUR
25	0706P046-PABITRA KUMAR JENA	PATHAPUR
26	0706P047-NIROJ MANJARI DHAL	PATHAPUR
27	0706P048-UPENDRA BEHERA	DOMPADA
28	0706P049-BHIMSEN SAHOO	DULANPUR
29	0706P059-PRADOSH NAYAK	KUSUPANGI
30	0706P060-SRINIBAS BEHERA	TALABASTA
31	0706P064-INDRAMANI SAHOO	RAGADI
32	0706P065-PITABAS DAS	TALABASTA
33	0706P066-MANAS RANJAN SWAIN	BHAGIPUR
34	0706P070-BISHNU CHARAN SAHOO	PATHAPUR
35	0706P071-ABHIRAM NAYAK	TULASIPUR
36	0706P073-SMT PRAMODINI SAHOO	TALABASTA
37	0706P074-GADADHAR SAHOO	TALABASTA
38	0706P075-SANATAN SAHOO	TALABASTA
39	0706P076-ADHIKARI DEVATA	TALABASTA
40	0706P111-KABULA MALLIK	GOPALPUR
41	0706P112-NILAMANI SAHOO	GOPALPUR
42	0706P113-ABHIMANYU SAHOO	BILIPADA
43	0706P114-ROHIT GOCHHI	DURGAPUR
44	0706P115-GIRISH KUMAR DAS	DURGAPUR
45	0706P116-MAMATA MOHAPATRA	DURGAPUR
46	0706P117-DILIP KUMAR ROUT	BANRA
47	0706P118-JADUMANI ROUT	BANRA
48	0706P119-BATAKRUSHNA SAHOO	TULASIPUR
49	0706P120-JAYANTI SAHOO	GOPALPUR
50	0706P121-PRATIMA SWAIN	KUSUPANGI
51	0706P122-BIBHUTI BHUSAN NATH	RAGADI
52	0706P123-GOLAK BIHARI RANA	TULASIPUR
53	0706P124-BINODINI SAHOO	TALABASTA
54	0706P126-SHAJAN KHAN	NARAGANGA
55	0706P127-HRUDAY RANJAN SWAIN	SIMILIPUR
56	0706P129-BRAHMANANDA SAHOO	PATHAPUR
57	0706P130-RANJIT KUMAR BASTI	TALABASTA
58	0706P131-CHINTAMANI PRADHA	TALABASTA

**FPS DETAILS OF ATHGARH BLOCK & NAC**

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Sl. No.	FPS Code and Name	GP / Ward
1	0701C024-DURGA PRASAD MOHARANA SECY PALLISHREE CC STORE	KHUNTAKATA
2	0701P002-BHAGIRATHI ROUT	JENAPADA
3	0701P005-RAMA CHANDRA DASH	MAHAKALABASTA
4	0701P007-RAMESH CHANDRA DASH	RAJNAGAR
5	0701P008-KHIRODA KUMAR SAHOO	RAJNAGAR
6	0701P011-BHOLESWAR NAYAK	ICHHAPUR
7	0701P013-PRAVAKAR PUHANA	MAHAKALABASTA
8	0701P014-ANADI CHARAN MAHANTY	GHANTIKHAL
9	0701P015-GITANJALI SAHOO	SAMSARPUR
10	0701P017-DIBAKAR NAYAK	SATHILO
11	0701P020-DHUSASAN ROUT	MANCHESWAR
12	0701P021-DAMBARUDHARA PRADHAN	MANCHESWAR
13	0701P022-NARAYANA PATRI	MANCHESWAR
14	0701P025-ARUNA KUMAR JENA	KHUNTAKATA
15	0701P026-BICHITRANANDA PRADHAN	KUMARPUR
16	0701P031-HADIBANDHU MALLICK	JORANDA
17	0701P032-PARSURAM BEHERA	GOBARA
18	0701P033-PABITRA MOHAN DAS	GOBARA
19	0701P034-NIRANJAN DALEI	GURUDIJHATIA
20	0701P035-CHAKRADHAR JENA	GURUDIJHATIA
21	0701P037-BANSIDHAR ROUT	KULAILO
22	0701P038-GADADHAR BEHERA	RADHAKISHOR PUR
23	0701P039-JAGABANDHU RANA	RADHAKISHOR PUR
24	0701P041-GATIKRUSHNA BEURA	DHAIPUR
25	0701P044-GANGADHAR KANAR	KATAKIASAHI
26	0701P045-NARAYAN KHATUA	KATAKIASAHI
27	0701P046-SANTOSH KUMAR DAS	DHURUSIA
28	0701P047-SUDHAKAR SWAIN	DHURUSIA
29	0701P050-NABAGHAN MOHAPATRA	ORANDA
30	0701P051-DEBENDRA KUMAR KALIA	ORANDA
31	0701P052-DEBARAJ ROUT	DORADA
32	0701P053-DEBARAJ SAHOO	KHUNTUNI
33	0701P057-LAXMIDHAR PRADHAN	SAMSARPUR
34	0701P062-MALINI PATRI	MEGHA
35	0701P090-SRIDHARA SAHOO	BADABHUIN
36	0701P098-UDDHABA HEMBRAM	GOBARA
37	0701W012-MAMATA MALLIK SECRETARY MAHASYAMALA WSHG	ICHHAPUR
38	0701W055-SANTILATA SAHOO SECRETARY BISHESWAR WSHG	MEGHA
39	0701W060-SUKANTI SAHOO SECY SIBA SHAKTI WSHG	DHAIPUR
40	0701W097-PRAMILA SAMAL SECY MAA TARINI WSHG	ORANDA
41	0701W099-SARAJINI BEHERA SECY MAA SAMALAI W.S.H.G.	KANDAREI
42	0701W100-MEKA GAGARAI SECY MAA BANADURGA W.S.H.G.	KANDAREI
43	0701W101-JYOTIRMAYEE MOHANTY SECRETARY BABA TRINATH W.S.H.G	CHHAGAON
44	0701W102-PREMLATA ROUT SECRETARY MAA BAUTI W.S.H.G.	CHHAGAON
45	0701W103-NALINIPRAVA MOHANTY SECRETARY MAA BHABANI W.S.H.G.	TARDING
46	0701W105 SECRETARY NILAKANTHA SWAYAM SAIYAK GOSTHI	JENAPADA
47	0701W106-SECRETARY MAA TARINI WOMEN SELF HELP GROUP	DALABHAG
48	0701W107-SECRETARY GITANJALI WOMEN SELF HELP GROUP	DHURUSIA
49	0701W108-SECRETARY JAY JAGANNATH SELF HELP GROUP	KANDARPUR
50	0701W109-BHARATI SWAIN SECRETARY MAA WOMEN SELF HELP GROUP	BENTAPADA
51	0701W110-REENSECRETARY JAY MAA TARINI WOMEN SELF HELP GROUP	GURUDIJHATIA
52	0715P004-SHAIK ANISH MOHAMMAD	WARD NO.04
53	0715P007-KABULI KUMAR JENA	WARD NO.07
54	0715P011-GOBARDHAN SENAPATI	WARD NO.11
55	0715P013-NABAKISHORE SAHOO	WARD NO.12
56	0715W010-MINATI BEHERA SECY MAA MANGALA WSHG	WARD NO.09

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FPS DETAILS OF TIGIRIA BLOCK

Sl.	FPS Code and Name	GP / Ward
1	0714P002-SUDARSAN BEHERA	BINDHANIMA
2	0714P009-PRAMOD KUMAR SAHOO	JEMADEIPUR
3	0714P014-RASHMIKANTA MISHRA	NIZIGARH
4	0714P022-GOBINDA SWAIN	BINDHANIMA
5	0714P025-SANJAYA KUMAR BARIK	NUAPATNA
6	0714P027-ASHOK KIJMAR PARIDA	GADADHARPUR
7	0714P028-PREMLATA SAHOO	NUAPATNA
8	0714P035-RASID AHMED	NIZIGARH
9	0714P036-PRADIPTA BEHERA	BADANAUPUT
10	0714P038-SURENDRA SAHOO	PURIINA TIGIRIA
11	0714P055-SARBESWAR ROUT	GADADHARPUR
12	0714P056-ABAKASH PANDA	HATAMAL
13	0714W001-RINA KHATUA SECY BALAMUKUNDA WSHG	PANCHAGAON
14	0714W015-SECY MAA JATIANI TUNI BEHERA	PANCHAGAON
15	0714W016-MANASI BARIK SECY GOPINATH WSHG	PANCHAGAON
16	0714W018-REBATI MAJHI SECY MALLIKANATH WSHG	ACHALKOT
17	0714W020-SULOCHANA DALEI SECY MAA TARINI WSHG	GADADHARPUR
18	0714W021-MAMI PARIDA SECY BRAHMANIDEVI WSHG	GADADHARPUR
19	0714W030-KABITA MISHRA SECY JAY BAJRANGABALI WSHG	NIZIGARH
20	0714W050-ANASUYA PATRA SECY MAA MAMATAMAYEE WSHG	NUAPATNA
21	0714W051-RASHMITA SAHOO SECY MAA SARALA WSHG	VIRUDA
22	0714W052-MAMATA JENA SECY MAA BANADURGA WSHG	ACHALKOT
23	0714W053-MINAKSHI PRIYADARSINI DAS SECY GRAMADEBATI WSHG	PANCHAGAON
24	0714W054-MRS.LALITA ROUT. SECY. SRI JAGANNATH WSHG	BINDHANIMA

**FPS DETAILS OF BADAMBA BLOCK**

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	FPS Code and Name	GP / Ward
1	0703C063-PRASANNA KUMAR SINGH SCS MUGAGAHIRA	MUGAGAHIR
2	0703G007-BIBHUTI BHUSHAN TRIPATHY P.E.O GOPAMATHURA G.P.	GOPAMATHURA
3	0703G013-PEO, KASIKIARY	KASIKIARY
4	0703G015-BABAJI CHARAN ROUT PEO TALAMUNDALI G.P.	TALAMUNDALI
5	0703G029-RAMANARAYAN SWAIN P.E.O SANABARSINGH G.P.	SANABARSINGHA
6	0703G053-NARENDRA BEHERA P.E.O. RAGADIPADA	RAGADIPADA
7	0703G054-TAPASWINI DAS PEO DINIARY	DINIARY
8	0703G056-NIKHILA DHAL PEO RATAPATA	RATAPAT
9	0703G059-PRAFULLA KUMAR PRADHAN P.E.O. KOLESWAR	KOLESWAR
10	0703G095-NRUSINGHA CHARAN MANAGARAJ P.E.O. PARJAPADA G.P.	PARAJAPADA
11	0703G096-PEO KANKADAJODI	NA
12	0703P002-MAHESWAR PRADHAN	KHUNTAkata
13	0703P003-SWARNALATA SWAIN	MANTARANDHA
14	0703P010-GITANJALI SAHOO	MANAPUR
15	0703P011-PRASANTA KUMAR ROUT	ABHIMANPUR
16	0703P018-CHANDRA SEKHAR PRADHAN	KHUNTAkata
17	0703P020-PADMA CHARAN BEURA	BANGARISINGHA
18	0703P021-MAHESWAR JENA	GODAPOKHARI
19	0703P024-SURESH KUMAR MALLIK	GODAPOKHARI
20	0703P025-SANATAN BEHERA	DINIARY
21	0703P028-BANKANIDHI MOHAPATRA	BARAMBAGARH
22	0703P030-MUKIM KHAN	BADABARSING
23	0703P031-HAJARI MOHANTY	GODAPOKHARI
24	0703P035-GOURANG BASANTARA	DASARATHIPUR
25	0703P036-BIRABIKRAM UTTARKABAT	DASARATHIPUR
26	0703P037-SRINIBAS PRATIHARI	GOPALPUR
27	0703P040-BHAGABAN ROUL	BELIAPALA
28	0703P041-ANANDA CHARAN JENA	KARADIBANDHA
29	0703P042-HARAPRASADA BALABANTARAY	KARADIBANDHA
30	0703P043-SHREENIBASH MOHAPATRA	KARADIBANDHA
31	0703P045-BIJAY KUMAR DAS	RATAPAT
32	0703P046-LAXMIDHAR TRIPATHY	KRUSNA CHANDRAPUR
33	0703P047-SANTOSH KUMAR DAS	GOPALPUR
34	0703P048-GAURANGA CHARAN PRADHAN	BELIAPALA
35	0703P049-NABINA BISWAL	JANISAHI
36	0703P050-PRAHALLAD PRADHAN	BADAKAMBILO
37	0703P060-KRUSHNA CHANDRA RANA	GOPAPUR
38	0703P061-PARAMANANDA SAHOO	GOPINATHPUR
39	0703P062-JANARDAN BASTI	GOPINATHPUR
40	0703P064-PURNA CHANDRA CHAUDHURY	GOPINATHPUR
41	0703P065-SURADEBA CHAUDHURY	MUGAGAHIR
42	0703P066-PABITRA KUMAR SAHOO	GOPINATHPUR
43	0703P068-PRAFULLA KUMAR NAYAK	BANAMALIPUR
44	0703P073-PRAFULLA KUMAR SAHOO	BARAMBAGARH
45	0703P074-BAMADEBA PALEI	SANKHAMERI
46	0703P078-SADASIBA SWAIN	GOPAPUR
47	0703W075-SAROJINI SAHOO SECY. KHETRAPAL WSHG	SANKHAMERI
48	0703W081-BHARATI PRADHAN SECRETARY NARAYANI WSHG	MANIABANDHA
49	0703W083-TIKINA PRADHAN SECRETARY MAA GAYATRI WSHG	MAHULIA
50	0703W085-KOUSHALYA DAS SECRETARY SUBHADRA WSHG	ABHIMANPUR
51	0703W088-TAPOI JENA SECRETARY MAA TARINI WSHG	JHAJIA
52	0703W090-RAMAMANI SAHOO PRESIDENT MADAN MOHAN W.S.H.G.	MANIABANDHA
53	0703W091-PRABASHI PRUSTY SECRETARY LAXMIPRIYA WSHG	MAHULIA
54	0703W092-ANJALI SWAIN SECY. RASHABIHARI WSHG	MANGARAJPUR
55	0703W093-SUKANTI PARIDA SECRETARY DEBI PRAGATI WSHG	BARAMBAGARH
56	0703W094-CHINMAYI MUDULI SECRETARY LAXMINARAYAN WSHG	DASARATHIPUR
57	0703W097-AMTUSH BIBI PRESIDENT ALLA RAKHA WSHG	NA

*[Signature]*  
Admnstr

**PROCEEDING OF DISTRICT TENDER COMMITTEE MEETING FOR FINALISATION OF TECHNICAL BID OF LEVEL-II TRANSPORT CONTRACTORS HELD ON DT. 04.05.23 AT 11.30 A.M. IN THE OFFICE OF THE CCSO-CUM-DM., OSCSC LTD., COLLECTORATE, CUTTACK.**

The District Tender Committee Meeting under the Chairmanship of the Addl. District Magistrate (General), Cuttack was held on Dt.04.05.23 at 11.30 A.M. in the Office of the CCSO-Cum-DM., OSCSC Ltd., Collectorate Cuttack for opening of Technical Bid towards selection of L-II Transport Contractors for all Blocks/ULB and CMC area of Cuttack District for the biennial year of 2023-2025. The members of the Tender Committee i.e. (1) RTO, Cuttack represented by ARTO, Cuttack; (2) District Labour Officer, Cuttack; (3) DSWO, Cuttack and (4) CSO-cum-District Manager, OSCSC Ltd., Cuttack as Member-Convener attended the meeting. The tenderer / their representatives were also present in the meeting. List of members and participants are placed at annexure-'A' & 'B'.

At the outset, the Chairman welcomed all members and tenderers/representative present in the meeting and requested the CSO-cum-DM, OSCSC Ltd., Cuttack to start the tender process. The CSO-cum-District Manager apprised the committee and the tenderers/ representatives of tenderers about the detail guidelines and procedure of the e-tender process. As per time given in the e-tender Call Notice No.1126.Dt.17.04.2023, the e-tender was opened by using three DSCs of openers and evaluators. On opening of the tender, it was noticed that 61 tenderers were submitted their tender for different units of Cuttack District. Then the tender papers alongwith other documents uploaded by tenderers were downloaded with print copies. The detailed list of tenderers with the Units they have applied are given below.

Sl No	Name of the Tenderers	Units applied
1.	Banki Block & NAC	1. Manas Ranjan Sahoo
		2. Laxmidhar Hota
2.	Domapada Block	1. Manas Ranjan Sahoo
		2. Laxmidhar Hota
3.	Athagarh Block & NAC	1. Manas Ranjan Sahoo
		2. Dharnidhar Sahoo
4.	Tigiria Block	1. Chittarajan Sahoo
		2. Nayan Kumar Das
5.	Badamba Block	1. Rajendra Kumar Panda
		2. Anshuraj Associates, Prop. Rajashree Jena
		3. Manas Ranjan Sahoo
		4. Lakheswar Enterprises, Prop. Pravakar Sadangi
6.	Narasinghpur Block	1. Rajendra Kumar Panda
		2. Anshuraj Associates, Prop. Rajashree Jena
		3. Lakheswar Enterprises, Prop. Pravakar Sadangi
7.	CMC-I	1. Sisira Kumar Rout
		2. Subhendu Sahu
		3. M/S Maa Tarini Suppliers, Prop. Pramila Nayak
		4. Sri Bikramaditya Kar
8.	CMC-II	1. Sisira Kumar Rout
		2. Sri Bikramaditya Kar
9.	CMC-III	1. Sisira Kumar Rout
		2. Sri Bikramaditya Kar
		3. Sri Nilamadhab Khuntia
10.	Baranga Block	1. Sri Nilamadhab Khuntia
		2. Sri Bikramaditya Kar
		3. Sri Santosh Kumar Biswal
		4. Nayak Brothers, Prop. Pabitra Nayak
		5. RA Traders, Prop. Rajesh Das
		6. P.N. Transport, Prop. Suryakanta Pati

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11	Sadar Block	1. Sri Nilamadhab Khuntia 2. Sisira Kumar Rout 3. Sri Bikramaditya Kar
12	Kantapada Block	1. Anshuraj Associates, Prop. Rajashree Jena 2. Rajendra Kumar Panda 3. RA Traders, Prop. Rajesh Das. 4. Santosh Kumar Biswal. 5. Nayak Brothers, Prop. Pabitra Nayak. 6. P.N. Transport, Prop. Suryakanta Pati.
13	Niali Block	1. Anshuraj Associates, Prop. Rajashree Jena 2. P.N. Transport, Prop. Suryakanta Pati 3. Sri Santosh Kumar Biswal 4. Nayak Brothers 5. Rajendra Kumar Panda 6. RA Traders, Prop. Rajesh Das. 7. Babita Sahoo
14	Tangi Block & Choudwar Municipality	1. Subhendu Sahu 2. M/S Maa Tarini Suppliers 3. Sri Bikramaditya Kar
15	Nischintakoili Block	1. Nityananda Sahoo 2. Ajaya Kumar Prusty 3. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan.
16	Salipur Block	1. Nityananda Sahoo 2. Babita Sahoo 3. Kshyanaprava Sahoo
17	Mahanga Block	1. Pradipta Kumar Singh 2. Chittaranjan Choudhury 3. Nityananda Sahoo 4. Ajaya Kumar Prusty 5. Kshyanaprava Sahoo 6. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan.

The downloaded hardcopies of documents submitted by tenderers were scrutinised and verified with checklists and the original documents. In the following cases, the bidders has not signed the document as noted against their names.

Sl No	Name of the Tenderers	Units applied	Documents not signed by bidder
1	Athagarh Block & NAC	.Dharnidhar Sahoo	Document insupport of deposit of EMD and Tender cost not signed by the bidder
2	Badamba Block	Anshuraj Associates, Prop. Rajashree Jena	Document insupport of deposit of EMD and Tender cost not signed by the bidder
3	Narasinghpur Block	Anshuraj Associates, Prop. Rajashree Jena	Document insupport of deposit of EMD and Tender cost not signed by the bidder
4	CMC-I	M/S Maa Tarini Suppliers, Prop. Pramila Nayak.	Capability Certificate not signed by the bidder
5	Tangi Block & Choudwar Municipality	M/S Maa Tarini Suppliers, Prop. Pramila Nayak.	Capability Certificate not signed by the bidder
6	Nischintakoili Block	Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan.	Page 12 and 13 of Tender documents not signed by the bidder

27/05/23  
24-05-2023  
24/5/23

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As the above bidders were uploaded tender paper alongwith all required documents duly signed, except one or two pages which has been inadvertently skipped. However all the documents are verified with reference to the original one and found to be genuine. Thus, the Tender Committee unanimously decided to allow all the bidders to qualify in Technical Bid round for a healthy competition in Price Bid Round.

The meeting ended with vote of thanks to the chair and all members present in the meeting.

*copy made by 2.5.2023*  
CSO-cum-DM,  
OSCSC Ltd. Cuttack

*04.05.2023*  
Sub Dist. Labour Officer  
Cuttack

*04.05.2023*  
R. L. O. Cuttack

*04.05.2023*  
D. S.W.O. Cuttack

*04.05.2023*  
A.D.M. (General),  
Cuttack

Approved

*04/05/23*  
Collector, Cuttack

True Copy Attested

*[Signature]*  
Advocate

Signature Not Verified

Digitally signed by MANAS RANJAN  
MOHAPATRA  
Date: 2023.05.11 15:45:20 IST  
Location: Odisha-OD

To

The Collector, Cuttack

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Annexure-5

Chairman of District Tender Committee for L-II Transport Contractor of OSCSC Ltd.

Sub :- Disqualification of Megna Mines, partnership firm applicant for L-II Transport Contractor for unsigned tender paper. (for Nischintan Moh. Bhowmik)

Sir,

With due respect I am to bring to your kind notice that one applicant named Megna Mines which is a partnership firm applied for L-II Transport Contractor under OSCSC Ltd without signing the tender paper i.e page 12 & 32. As per Tender paper guideline at page 13 clause 3.4, 3.4.1. Tender paper without any valid signature of tenderer can't be qualified to financial bid.

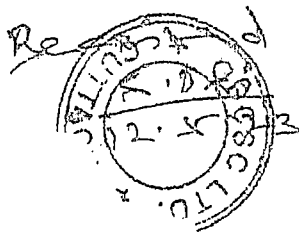
I therefore solicit your kind intervention to the above fact and take action for disqualification of the tenderer.

Yours faithfully

Ajaya Kumar Prusty

Nischintan Moh. Bhowmik

12.05.23

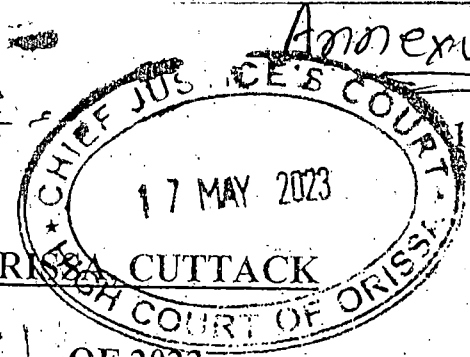


True Copy Attested

Advocate

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Annexure-6



IN THE HIGH COURT OF ORISSA, CUTTACK

W.P. (C) NO. 16691 OF 2023

Code No. 282028

IN THE MATTER OF:

An application under Articles 226 of the  
Constitution of India, 1950;

AND

IN THE MATTER OF:

Presented in Court  
17/05/23 B.O.

An application challenging the inaction of  
the Opposite Parties in not declaring the  
bid Opposite Party No. 6 – lowest bidder,  
as non – responsive, when it has violated  
Clause 2(iv) of the tender document;

AND

IN THE MATTER OF:

Ajay Kumar Prusty, aged about 52 years,  
son of late Rama Chandra Prusty, resident  
of Santapur, P.O./P.S. – Nemala, Dist. –  
Cuttack. ... Petitioner

Versus

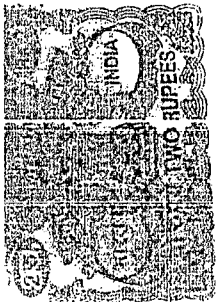
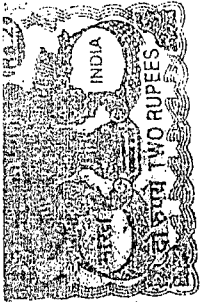
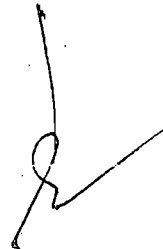
1. State of Odisha, represented through the  
Principal Secretary, Department of Food

*[Handwritten signature]*

Supplies and Consumer Welfare, Odisha  
Secretariat, Bhubaneswar, Dist. - Khurda.

2. The Managing Director, OSCSC Ltd.,  
1C/2, Nayapalli, Bhubaneswar.
3. The Collector, Cuttack, Dist. - Cuttack.
4. The District Manager, OSCSC, Cuttack,  
Dist. - Cuttack.
5. The Chief Civil Supplies Officer, Cuttack,  
Collectorate Compound, P.O. - Chandini  
Chowk, Dist. - Cuttack.
6. Meghna Mines and Minerals Resources  
Pvt. Ltd., N 4/208, Nayapalli,  
Bhubaneswar, Dist. - Khurda.

... Opposite Parties



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IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.16691 of 2023

Ajay Kumar Prusty

.....

*Petitioner*

*Mr. S. Rout, Advocate*

Vs.

State of Odisha & Another

.....

*Opposite Parties*

*State Counsel*

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE M.S. RAMAN

ORDER

19.05.2023

Order No.

01.

This matter is taken up through hybrid mode.

2. Heard.

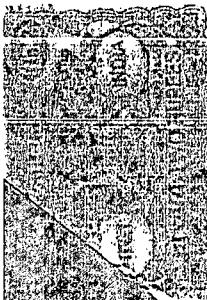
3. The present Writ Petition has been filed with the following prayer:-

*It is therefore prayed that this Hon'ble Court may graciously be pleased to admit this writ application, issue notice to the Opposite Parties, call for relevant records and after hearing the counsel for the parties, declare the bid submitted by the Opposite Party No.6 as illegal;*

*And for this act of kindness the petitioner shall as in duty bound, ever pray. "*

4. In course of hearing, learned counsel for the Petitioner states that highlighting his grievance, the Petitioner has made representation to Opposite Party No.3 vide Annexure-3 and the same may be directed to be considered within a stipulated time, to which learned Counsel for the State has no objection.

5. As agreed by learned counsel for the parties and after going through the records of this Court, without expressing any opinion on the merits of the case, disposes of the Writ Petition directing



*[Signature]*

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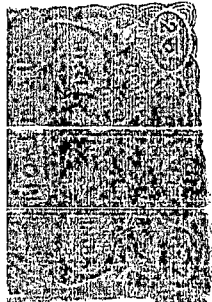
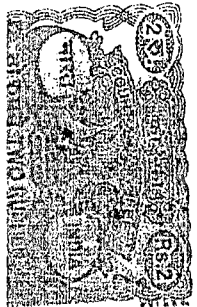
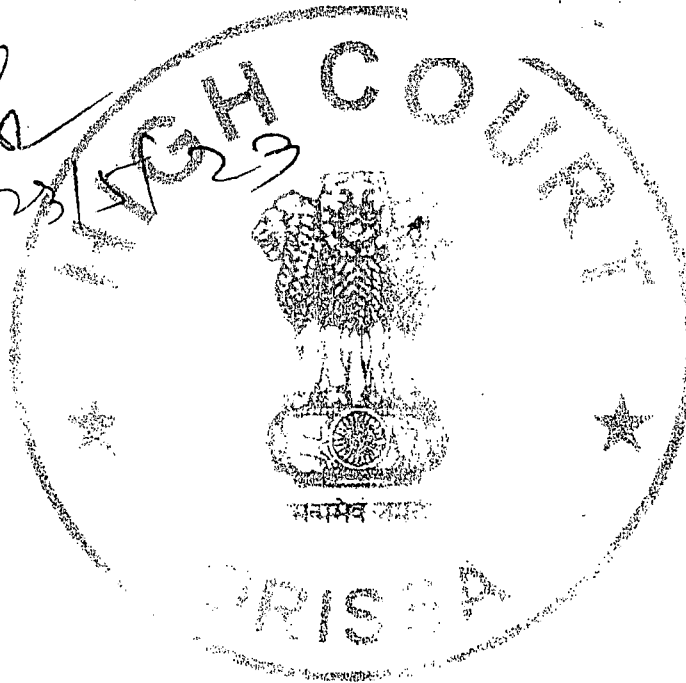
Opposite Party No.3 to consider the representation filed by the petitioner vide Annexure-3, and pass appropriate order in accordance with law within a period of three months from the date of production of certified copy of this order.

Issue urgent certified copy as per Rules.

sd/- Dr. B. R. Sarangi, J.  
sd/- M. S. Raman, J.

Laxmikant

copy for  
23/5/23



True Copy Attested

Advocate



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Annexure-7

**ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED, CUTTACK.**

**e-mail: cso.cuttack@gmail.com**

**Letter No. 1649**

**Dt. 05.06.2023**

**To,**

**Meghna Mines and Minerals Resources Pvt. Ltd.,**

**Bikram Kumar Pradhan, Managing Director.**

**Plot No-N4/208, IRC Village, PS: Nayapalli, Bhubaneswar, Dist: Khordha.**

**E mail: mdmmml@g.mail.com.**

**Sub: Execution of Level-II agreement for the biennial year 2023-25**

**Ref: Tender No. 1126 Dt. 17.04.23 and Order No. 1629 Dt. 05.06.23 of Collector, Cuttack.**

**Sir,**

With reference to the above cited subject, I am to intimate that you have been selected for appointment of Level-II Transport Contractor for the biennial year 2023-25 for transportation of foodgrains to the Retail Centres of Nischintakoili Block @ Rs.27.81 p.qtl. through e-tender process of OSCSC Ltd., Cuttack. Hence, you are hereby instructed to execute necessary agreement by furnishing the required documents and security deposit as detailed below by 12<sup>th</sup> June '23, failing which your selection will be cancelled without assigning any reasons thereof.

- Separate typed agreement on a Non Judicial stamp paper worth Rs.100/- only.
- Two Self attested recent passport size photographs.
- Xerox copies of documents of two number of transport vehicles as per tender document.
- Registration under The Motor Transport Workers Act, 1961 Or  
Declaration in prescribed format that he/she is not required to possess license under the Motor Transport Workers Act 1961 because of engagement of limited workers.
- Required License under OPDS Control Order 2016 from the Competent Authority.
- Security Deposit of Rs.327182.00 in shape DD in favour of DM, OSCSC Ltd., Cuttack.
- Security deposit of Rs.654363.00 in shape of irrevocable and unconditional BG issued from any Nationalised/Scheduled Bank issued in favour of the DM, OSCSC Ltd., Cuttack with validity till 30<sup>th</sup> September '25.
- Additional Performance Security (APS) of Rs.1470365.00 in shape of Term deposit Receipt/ irrevocable and unconditional BG issued from any Nationalised/Scheduled Bank issued in favour of the DM, OSCSC Ltd., Cuttack with validity till 30<sup>th</sup> September '25.

**This selection is subject to the final outcome of the hearing by the Chairman, District Tender Committee on the representation of the Petitioner vide Order No.01 Dt.19.05.23 arising out of W.P.(C) No.16691 of 2023.**

**Yours Faithfully**

**CSO-Cum-DM.,  
OSCSC Ltd., Cuttack.**

**Memo No. 1650 Dt. 05.06.2023**

**Copy submitted to the Sub-Collector, Sadar Sub-Division for kind information and n.a.**

**Copy submitted to the General Manager (PDS), OSCSC Ltd., BBSR for information and n.a.**

**CSO-Cum-DM.,  
OSCSC Ltd., Cuttack.**

**True Copy Attested**

**Advocate**

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IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 19001 of 2023

*Ajay Kumar Prusty*

.....

*Petitioner*

*Mr. P.C. Nayak, Advocate*

Vs.

*State of Odisha & Ors.*

.....

*Opposite Parties*

*Mr. P.K. Muduli, AGA*

*(O.Ps.1 & 3)*

*Mr. S.K. Mishra, Advocate*

*(O.Ps.2, 4 & 5)*

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE M.S. RAMAN

ORDER

03.07.2023

Order No.

3

This matter is taken up through hybrid mode.

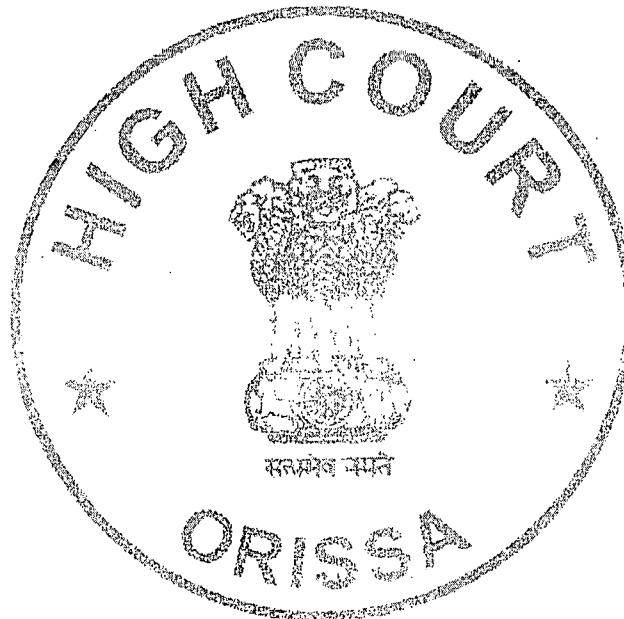
2. In compliance of the order dated 28.06.2023 Mr. Manas Ranjan Mohapatra, presently working as Civil Supplies Officer-cum-District Manager, Odisha State Civil Supply Corporation Ltd., Cuttack appears in person and files show-cause affidavit stating that the letter/order dated 05.06.2023 issued by opposite party no.3, approving the bid of opposite party no.6, has been recalled vide order No.1857 dated 30.06.2023 under Annexure-A/4 to the show-cause affidavit. The show-cause affidavit annexing with the order dated 30.06.2023 under Annexure-A/4 be kept on record.
3. In view of the above, the writ petition stands disposed

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of. Personal appearance of Civil Supplies Officer-cum-District  
Manager, Odisha State Civil Supplies Corporation Ltd.,  
Cuttack is dispensed with.

(DR. B.R. SARANGI)  
JUDGE

(M.S. RAMAN)  
JUDGE

Alok



Signature Not Verified

Digitally Signed  
Signed by: ALOK RANJAN SETHY  
Designation: Secretary  
Reason: Authentication  
Location: HIGH COURT OF ORISSA, CUTTACK  
Date: 03-Jul-2023 18:54:49

True Copy Attested

Advocate

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Annexure-9

REPRESENTATION MADE BY AJAYA KUMAR PRUSTY, TENDERER FOR APPOINTMENT OF LEVEL-II TRANSPORT CONTRACTOR IN NISCHINTAKOILI BLOCK FOR THE BIENNIAL 2023-25 TO THE COLLECTOR-CUM-CHAIRMAN, DISTRICT TENDER COMMITTEE FOR DISQUALIFICATION OF ANOTHER TENDERER MEGHNA MINES AND MINERALS RESOURCES PVT. LTD. MANAGING DIRECTOR, BIKRAM KUMAR PRADHAN ARISING OUT OF W.P ( C ) NO.16691 OF 2023.

**ALLEGATION:**

One applicant named Meghna Mines which is a partnership firm applied for L-II Transport Contractor under OSCSC Ltd without signing the tender paper i.e. page 12 & 32.

**WHETHER THE ALLEGATION IS ESTABLISHED OR NOT:**

Meghna Mines and Minerals Resources Pvt. Ltd., is a Company not Partnership Firm as alleged by the Petitioner. Bikram Kumar Pradhan, Managing Director of the Company has not signed in the Page No.12 and 32 of the Tender Document, ~~the bidder has agreed before the Committee that due to error of omission, it has been skipped and the same is unintentional and he has submitted an affidavit in Annexure-7 that he has agree to abide by the terms and condition of the Tender documents.~~ The Tender Committee verified all the documents with original one, found that they are genuine and unanimously decided to allow Sri Meghna Mines for a healthy competition in the Price Bid round and accordingly proceeding was made.

**WHAT IS THE PROVISION IN THE TENDER DOCUMENT:**

As per Clause-I(f) at Page 26 of the Tender Document, The term 'District Tender Committee' shall mean the Committee formed as such by the Collector of the District for opening of tender and finalization of Level-II Transport Contractor and to take decision on all related matters.

As per Clause No.14.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

**WHETHER THERE IS ANY VIOLATION OF TENDER RULES IS ESTABLISHED OR NOT :**

There was no violation in the tender rules, by allowing Meghna Mines. Meghna Mines has submitted an affidavit in Annexure-7 of the Tender document, stating that 'I have thoroughly examined and understood instruction to bidders contained in the e-tender No.1126 Dt.17.04.23 and subsequent corrigendum issued, terms and conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instruction to bidders i.e. those contained in general conditions of contract, its appendixes and schedules consisting of 103 and agree to abide by them'.

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As per Clause-I(f) and Clause No.14.2, the Tender Committee empowers to take decision on all related matters.

Before opening of Price Bid, the representation Dt.12.05.23 of Sri Ajaya Kumar Prusty was heard by the District Tender Committee. The Committee has gone through the grievance of Sri Prusty and verified the document and observed that, all required documents were signed, except one or two pages which has been inadvertently skipped. Keeping in view of such, the Committee decided to consider the fact & allowed the bidder to qualify. Accordingly, the Meghna Mines & Mineral Resources Pvt. Ltd., bidder is qualified in the technical Bid for a healthy competition in Price Bid round.

In the Price bid round, Meghna Mines and Minerals Resources Pvt. Ltd., was found to be the lowest one bidder. The Petitioner Sri Ajaya Kumar Prusty has quoted Below Schedule Of Rate(BSOR) of 4.99% i.e.**Rs.31.08 per qtl.** Where as Meghna Mines and Minerals Resources Pvt. Ltd., has quoted Below Schedule Of Rate(BSOR) of 14.99% i.e.**Rs.27.81 per qtl.** By awarding the contract to the Lowest one bidder, **Rs.3.27** per quintal has been saved to the Govt. exchequer. This way Govt. is going to save Rs.654162.00 approximately in the biennial 2023-25.

*confidential*  
*27.7.2023*  
District Manager  
O.S.C.S.C.Ltd.  
CUTTACK

True Copy Attested  
*[Signature]*  
Advocate

To,

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Annexure -10

The Collector -Cum- Chairman  
District Tender Committee, Cuttack  
Office of the Collector and District Magistrate, Cuttack  
Civil Supplies Section.

Ref: Tender No.1126/ Dated 17.04.2023 for appointment of level-II transport contractor for transportation of food grains to the retail centres of Nischintakoili Block.

Sub: Letter dated 07.07.2023 of the District Manager, OSCSC Ltd., Cuttack in rejecting our representation in respect of disqualification of Meghana Mines and Minerals Resources Pvt. Ltd. Managing Director, Bikram Kumar Pradhan arising out of order dated 19.05.2023 passed in W.P.( C) No.16691 of 2023 and my objection thereto.

Respected Sir,

NOTES AND SUBMISSIONS

1. That the District Manager, OSCSC Ltd took decision that before opening of Price Bid the representation dated 12.05.2023 of Sri Ajaya Kumar Prusty was heard by the District Tender Committee and the committee has gone through the grievance of Sri Prusty and verified the documents and observed that all required documents were signed, except one or two pages which has been inadvertently skipped. Keeping in view of such, the Meghana Minerals & Resources Pvt.Ltd. bidder is qualified in the technical bid for healthy competition in price bid round, which is illegal, arbitrary, unreasonable, contrary to terms and conditions of tender so also, said decision is without jurisdiction and contrary to settled principle of law as pronounced by the Hon'ble High Court of Orissa.
2. The authority has admitted that (i) the allegation of the petitioner that Meghana Mines without signing the tender paper i.e. page 12 and 32 has uploaded

the tender. (2) Further Whether the allegation is established or not held that the Managing Director of Meghana Mines and Minerals has not signed page 12 and 32 of the tender documents and the bidder has agreed before the Committee that due to error of omission, it has skipped and the same is unintentional and he has submitted an Affidavit in Annexure-7 to abide by the terms and condition of the tender documents, which decision is without jurisdictions and contrary to the terms and conditions of the tender (c) Whether there is any violation of tender rules is established or not, the District Manager, held that there is no violation of tender rules, by allowing Meghana Mines and Meghana Mines and selection of Meghana Mines as per Affidavit is without jurisdiction and contrary to the terms and conditions of tender.(d) The District Manager, further held that as per clause-(f) and clause No.14.2. the Tender Committee empowers to take decision on all related matters which is not corrected because the Tender Committee is bound to remain within the four corners of the Tender Conditions and any decision outside the tender conditions, same is illegal and without jurisdiction.

3. That the District Manager has relied on clause -1(f) at pg. 26 of the tender regarding opening of tender and finalisation of tender and to take decision on all related matters and as per clause 14.2. the District Tender Committee reserves right to reject any or all tender without assigning any reason thereof and does not bind itself to accept the lowest or any tender.

4. That the decision of the authority qualifying the bid of Meghana Mines and Minerals is illegal, arbitrary, without jurisdiction and contrary to the terms and conditions of the tender as such, the qualification of Meghana Mines and Minerals is liable to be rejected on the following grounds-

5. That Clause 2-Bidding process and clause (v) stipulates that *"Furnishing scanned copy of all required documents with his/her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection."*
6. That clause 2(xii)- Signing of tender (a) *The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off line and upload the completed bid with his/her signature at his convenience within the due date and time of submission.*
7. Clause-12 Evaluation of tender and clause (ii) *failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.*
8. That it is submitted that Meghna Mines and Mineral Resources Pvt.Ltd. has not uploaded the signed scanned copies of documents as admitted by the District Manager, as such violated the terms and conditions of the tender and his bid should be rejected.
9. That in Mukesh Kumar Agrawal vs. State of Odisha in W.P. (C) No.18325 of 2023 in para-10 of the writ petition in a similar case the Id. Counsel of the State argued that since there were minor deficiencies with regard to the bid submitted by the op.party the technical evaluation committee ignored the same and allowed the bidders and submitted that the Corporation has every right as per terms of the notice inviting tender to ignore such trivial mistakes. The Hon'ble Court held that the conditions stipulated in the notice inviting tender are absolutely clear and if somebody does not satisfy the requirement of the tender documents, his bid has to be disqualified. Further held that if such conditions are to be ignored then what is the fun of putting such conditions by the Corporation in the notice inviting tender for the purpose of evaluation of technical bid. For all these reason the contentions

raised by the Id. Counsel for the corporation has no force, as because once Corporation has put the conditions, subsequently such conditions can not be ignored by the Corporation. If the Corporation does so, it would be implied that what the Corporation could not do directly, now they are doing so indirectly, which is not permissible under law. The Hon'ble High Court held that the entire process of the selection held pursuant to notice inviting tender can not be sustained in the eye of law and accordingly the order was quashed.

10. The petitioner is enclosing the judgment in W.P ( C) No.18325 of 2023 and request your authority to go through the ratio of the judgment and accordingly the bid of Meghna Mines and Mineral Resources Pvt.Ltd. be rejected.

11. That it is submitted that I have quoted Rs.32.71 per quintal, whereas, rate of Meghna Mines and Mineral Resources Pvt.Ltd. is Rs.27.81 per quintal. I undertake to negotiate the rate in terms of Negotiation Clause.

*Ajaya Kumar Prusty*

AJAYA KUMAR PRUSTY

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**ORISSA HIGH COURT: CUTTACK**

**W.P.(C) NO. 18325 OF 2023**

In the matter of an application under Articles 226 and 227 of the Constitution of India.

**AFR**

Mukesh Kumar Agrawal ..... Petitioner

-Versus-

State of Odisha and others ..... Opp. Parties

For petitioner : M/s. S. Padhi and  
P. C. Nayak Advocates

For opp. parties : Mr. B.P. Mohanty,  
Addl. Govt. Advocate  
[O.P.No.1]  
सत्यमेव जयते  
Mr. S.K. Mishra, Advocate  
[O.Ps.No.2 to 4]

**P R E S E N T:**

**THE HONOURABLE DR. JUSTICE B.R.SARANGI  
AND  
HONOURABLE MR. JUSTICE M.S. RAMAN**

---

**Date of hearing and judgment: 21.06.2023**

---

**DR. B.R. SARANGI, J.** The petitioner, by means of this writ petition, seeks to quash the decision making process adopted by the authority under Annexure-1 dated

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// 2 //

25.05.2023 in qualifying the technical bid of the opposite parties no.5 and 6, who have not complied with the terms and conditions of the tender notice under Annexure-2 dated 26.04.2023; and to issue direction to the opposite parties to accept his price bid and issue work order in his favour within a stipulated time.

2. The factual matrix of the case, in a nutshell, is that opposite party no.4 Civil Supplies Officer (CSO)-cum-District Manager, Odisha State Civil Supplies Corporation (OSCSC) Limited, Nuapada on 26.04.2023 invited online public tender from eligible bidders for selection and appointment of Handling Contractors (Labour Works) for handling of food grains (rice and wheat) at all rice receiving centres (RRCs) in Nuapada district. As per the tender notice, the last date for submission of the bid through online was 15.05.2023. Pursuant to such tender call notice, three bidders, including the petitioner, were participated. The petitioner submitted the bid documents in terms of the checklist Appendix-II in complying with all

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// 3 //

eligible criteria and was qualified in the technical bid by the district tender committee.

2.1 In the proceeding of the tender committee, it was found that during scrutiny certain discrepancies were noticed in the tender documents furnished by two of the tenderers, namely, opposite parties no.5 and 6. The income tax return for the assessment year 2020-21 was not submitted through e-tender by opposite party no.5, but he had submitted copy of the income tax return for the assessment year 2020-21 through offline before the tender committee, which is not permissible after the last date and time of submission of bid was over. As per prerequisite in clause-4, for qualification, a bidder was required to furnish a financial capacity certificate from any nationalized or scheduled bank, as per sample format prescribed Annexure-2 of the bid documents in terms of clause-4.1, whereas opposite party no.6 submitted capability certificate dated 13.04.2023, which was addressed to the District Manager, OSCSC Limited, Sambalpur and not in the model format as per Annexure-

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// 4 //

2 of the tender. The district tender committee under Annexure-1 in contrary to the terms of the tender, as per the assurance of opposite party no.6 directed him to submit the correct capability certificate at the time of agreement, if selected. But as per the tender conditions the said certificate is required for technical qualification. Even though opposite parties no.5 and 6 incurred disqualification, the tender evaluation committee allowed them to participate in the technical bid, which was opened on 16.05.2023. As such, though the technical bids were opened in presence of the parties and their representatives, but the same was not provided in the website. On 25.05.2023, the proceeding was signed after nine days in which the authority, in an arbitrary manner without following fair and transparent procedure, qualified the technical bid of opposite parties no.5 and 6 under Annexure-1. Hence, this writ petition.

3. Mr. S. Padhi, learned counsel appearing along with Mr. P.C. Nayak, learned counsel for the petitioner at the outset contended that Sub-clause (x) of Clause-1 of

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// 5 //

the notice inviting tender under Annexure-2 issued for engagement of handling contractor 2023-25, which deals with Bidding Process, clearly provides that the bidder must submit the particulars/documents as detailed in check list (Appendix-II) 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. It is further contended that Clause-4 of the tender documents also reaffirmed sub-clause (x) stating inter alia that the bidder shall upload the documents, affidavit and information along with those required under check list (Appendix-II) for consideration of his tender paper during scrutiny of technical bid. The consequences for non-compliance of the same have been provided under Para-(d) of sub-clause (xii) of Clause-2 of the tender documents that the tenders once submitted by due date cannot be retrieved or corrected, and that tenders cannot be re-opened and cannot be submitted after due date and time and, therefore, only after satisfying that all the documents have been uploaded, the bidder should click on submit button. He has also relied upon sub-clauses-

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// 6 //

(iii) and (iv) of Clause-10 and also sub-clauses-(i) and (ii) of Clause-11 of the tender documents and contended that opposite parties no.5 and 6 do not satisfy the aforesaid requirements. Therefore, the action taken by the tender committee in calling upon them to participate in the bid process cannot be sustained in the eye of law. It is further contended that as per sl.no.2 of the check list under Appendix-II, capability certificate from the bank (in the model format as at Annexure-2) was to be furnished. Similarly, as per sl.no.11 of the said check list, copy of the last three years' income tax return for the assessment years such as AY-2020-21, AY-2021-22 and AY 2022-23, copy of PAN Card and GST registration certificate were to be furnished. It is contended that there is non-compliance of sl.nos. 2 and 11 of the check list under Appendix-II by the opposite parties no.5 and 6 and, thereby, they were technically disqualified. Consequentially, opening of their technical bids and allowing them to participate in the price bid was not warranted. Since opposite parties no.5 and 6 had incurred disqualification, the decision of the tender committee in allowing them to participate in the

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// 7 //

price bid was in gross violation of the conditions stipulated in the notice inviting tender. Under such circumstances, the bids of opposite parties no.5 and 6 should have been rejected and the bid of the petitioner should have been accepted by opening his price bid and he should have been allowed to discharge his obligation by executing the necessary contract with him.

4. Mr. S.K. Mishra, learned counsel appearing for the opposite party-Corporation, vehemently contended that even if there is a disqualification the same can be rectified at the stage of execution of the agreement, as per Clause-14 of the notice inviting tender. It is contended that the technical evaluation committee has exercised such power and allowed opposite parties no.5 and 6 to participate in the bid process. More so, the petitioner also participated in the price bid and having not come out successful, now he cannot approach this Court by filing the present writ petition, which is not maintainable. Consequentially, dismissal of the writ petition is sought for.

5. This Court heard Mr. S. Padhi, learned counsel appearing along with Mr. P.C. Nayak, learned counsel for the petitioner and Mr. S.K. Mishra, learned counsel appearing for opposite party-Corporation in hybrid mode and perused the record. With the consent of learned counsel for the parties this writ petition is being disposed of finally at the stage of admission without issuing notice to opposite party nos. 5 and 6, who are the beneficiaries of the action of the opposite party-Corporation and stepped into the shoes of the said opposite party.

6. The above being the factual matrix and rival contentions of the parties, to have an effective adjudication of the case, relevant clauses of the notice inviting tender issued by the opposite party-Corporation are quoted below:-

**"2. BIDDING PROCESS:-**

xxx

xxx

xxx

x. **Contents of Technical Bid:** The bidder must submit the particulars/ documents as details in Check List (Appendix-II) online within the timeline as set out in the Notice Inviting Tender failing which the tender

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// 9 //

**shall be treated as incomplete and disqualified in Technical Bid."**

**4. PREQUISITES 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.

**xii. Signing of Tender:**

xxx xxx xxx

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

**10. OPENING OF TENDERS:-**

xxx xxxxxx जयते xxx

iii. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tenderer 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.

iv. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid not be opened in

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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.

11. **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."

7. On perusal of the aforementioned clauses, it is made clear that the bidder must submit the particulars/documents as detailed in check list (Appendix-II) 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. Appendix-II also clearly reveals the check list where it has been provided that the bidder has to upload the documents as per sl.nos.1 to 16. The documents prescribed at sl.nos.2 and 11 read as under:-

APPENDIX-II  
CHECKLIST  
DOCUMENTS TO BE UPLOADED

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// 11 //

Sl. No	Name of the Document	Put tick mark
xxx	xxx	xxx
2	Capability certificate from the bank (in the model format as at Annexure-2)	
xxx	xxx	xxx
11	Copy of last three years Income Tax return for the Assessment Years such as AY-2020-21, AY-2021-22 & AY-2022-23, copy of PAN Card & GST Registration Certificate	
xxx	xxx	xxx

8. The aforesaid condition is mandatory, in view of the provisions contained in Clause-4 of the tender documents, which reiterates the same condition as stipulated in Sub-clause (x) of Clause-2, which deals with bidding process. Therefore, the documents, affidavit and information along with those required under check list (Appendix-II) are to be uploaded by the bidder for consideration of his tender paper during scrutiny of the technical bid. As such, if any shortfall is there, the bid has to be cancelled without being entertained. More so,

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Para-(d) of Sub-clause-xii of Clause-2, as mentioned above, clearly provides that the tenders once submitted by due date cannot be retrieved or corrected. As such, by this process, a tenderer lost its right to make any correction of documents. Furthermore, once the documents are uploaded, subsequently the tenders cannot be re-opened and cannot be submitted after due date and time. Thereby, it imposed a caution on the bidder that unless he satisfies that all the documents have been uploaded, the bidder should not click on the submit button. If he satisfies that the documents are in order as per the check list then only he can click on the submit button. Once such button is clicked, question of subsequent retrieval or correction does not arise. Thereafter, if such documents were uploaded and placed before the tender evaluation committee, the committee shall take the same into consideration as per the information furnished by the bidder. But evaluation of the tender does not exonerate the bidder from checking his original documents and if at a later date the bidder is found to have misled the evaluation through wrong

information, action would be taken against the bidder. After the technical evaluation of the tender and selection of the technically qualified bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.

9. As it appears, opposite parties no.5 and 6 have not adhered to sl.nos.2 and 11 of Appendix-II, namely capability certificate from the bank (in the model format as at Annexure-2) and copy of the last three years income tax return for the assessment years AY-2020-21, AY-2021-22 and AY 2022-23 and also copy of PAN Card and GST registration certificate. This can be revealed from the proceeding of the district tender committee meeting held on 16.05.2023 where the tender documents of three bidders were considered for technical evaluation and the same were downloaded and placed before the committee

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for scrutiny in presence of the tenderers/authorized representatives. The relevant part of the proceedings of the district tender committee meeting held on 16.05.2023 is extracted hereunder:-

Sl. No.	Name of the Tenderers	Discrepancies
1	Mohammad Munaf	I.T.Return for A.Y-2020-21 not submitted through e-tender
2	M/s Markson & Co.	Capability certificate of Rs.95.00 lakhs submitted from SBI, Sambalpur addressed to District Manager OSCS Ltd., Sambalpur

From the above it is made clear that, so far as opposite party no.5 is concerned, his bid was falling short of non-filing of IT Return for AY 2020-21 through e-tender. So far as opposite party no.6 is concerned, it has submitted capability certificate of Rs.95.00 lakhs from SBI, Sambalpur addressed to District Manager, OSCSC Limited, Sambalpur. Since the bid was in respect of Nuapada, capability certificate issued by SBI, Sambalpur may not have any assistance, as the same violates the

conditions stipulated in the tender documents. Thereby, opposite parties no.5 and 6 incurred disqualification in terms of Sub-clause (x) of Clause-2 read with Clause-4 of the notice inviting tender. Thereby, such bids could not have been entertained by the technical evaluation committee for consideration for opening of their price bids.

✓ 10. Mr. S.K. Mishra, learned counsel appearing for the opposite party-Corporation contended that on agreement of parties, since there were minor deficiencies with regard to the bid submitted by opposite parties no.5 and 6, the technical evaluation committee ignored the same and allowed the bidders, including the petitioner, to participate in the price bid. It is contended that the Corporation has every right, as per terms of the notice inviting tender, to ignore such trivial mistakes. When this Court called upon learned counsel for the petitioner to show the clause where power has been vested by the Corporation on the technical committee to ignore the trivial mistakes, he only brought to the notice of the Court

Clause-14 of the notice inviting tender and contended that even at the stage of execution of agreement if any mistake is found, the Corporation can ignore the same. But fact remains there are three stages with regard to allotment of work in favour of the successful bidder, such as, one has to qualify in the technical bid and thereafter he has to go to the next stage to participate in the financial bid in which he becomes successful he can only be allowed to execute the agreement. The conditions stipulated in the notice inviting tender are absolutely clear and if somebody does not satisfy the requirements of the tender documents his bid has to be disqualified. More so, disqualification has been noted by the technical evaluation committee in its proceedings of meeting held on 16.05.2023. Therefore, opposite parties no.5 and 6 had not satisfied the requirements of the tender documents and if their lacunae are ignored then the conditions stipulated in the tender documents would become redundant and otiose for the purpose of allotment of work. To put it otherwise, if such conditions are to be ignored then what is the fun of putting such conditions by

the Corporation in the notice inviting tender for the purpose of evaluation of technical bids. For all these reasons, the contention raised by learned counsel for the Corporation has no force, as because once the Corporation has put the conditions, subsequently such conditions cannot be ignored by the Corporation. If the Corporation does so, it would be implied that what the Corporation could not do directly, now they are doing so indirectly, which is not permissible under law. In exercise of the powers of judicial review in respect of contracts entered into on behalf of the State or the instrumentalities of the State, such as Corporation, the Court is prima facie concerned whether there has been any infirmity in the decision making process. In that case, the Court can examine the decision making process was reasonable, rational, not arbitrary and violation of Article 14 of the Constitution of India.

11. In *Sterling Computers Ltd. v. M & N Publications Ltd.* (1993) 1 SCC 445, the apex Court observed as under:-

"18. While exercising the power of judicial review, in respect of contracts entered into on behalf of the State, the court is concerned primarily as to whether there has been any infirmity in the 'decision-making process'. ... the courts can certainly examine whether 'decision-making process' was reasonable, rational, not arbitrary and violative of Article 14 of the Constitution."

12. In **Tata Cellular v. Union of India**, (1994) 6 SCC 651 : AIR 1996 SC 11, the apex Court, referring to the limitations relating to the scope of judicial review of administrative decisions and exercise of powers in awarding contracts, held to the following effect:-

(1) *The modern trend points to judicial restraint in administrative action.*

(2) *The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.*

(3) *The court does not have the expertise to correct the administrative action. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*

(4) *The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. ... More often than not, such decisions are made qualitatively by experts.*

(5) *The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be*

*free from arbitrariness not affected by bias or actuated by mala fides.*

*(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."*

The apex Court also noted that there are inherent limitations in the exercise of power of judicial review in contractual matter. As such, it was observed that the duty to act fairly will vary in extent, depending upon the nature of cases, to which the said principle is sought to be applied. It was further held that the State has the right to refuse the lowest or any other tender, provided it tries to get the best person or the best quotation, and the power to choose is not exercised for any collateral purpose or in infringement of Article 14.

13. In ***Air India Ltd. v. Cochin International Airport Ltd.*** (2000) 2 SCC 617, the apex Court, while summarizing the scope of interference as enunciated in several earlier decisions, held as follows:-

*"7. ... The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State*

can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should intervene."

14. The scope of judicial review has also been taken into consideration elaborately in **Jagdish Mandal v. State of Odisha, (2007) 14 SCC 517**. In paragraph-22 of the said judgment, the apex Court held as follows:-

".....Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

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(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

OR

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached";

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action."

Similar view has also been reiterated in *Michigan Rubber (India) Limited v. State of Karnatak*, (2012) 8 SCC 216 and *Maabinda Express Carrier v. North East Frontier Railway*, (2014) 3 SCC 760.

15. In *Vidarbha Irrigation Development Corporation and others* (supra), the apex Court, in paragraph-16 of the judgment, held as under:-

"16. It is clear even on a reading of this judgment that the words used in the tender document cannot be ignored or treated as redundant or superfluous they must be given meaning and their necessary significance. Given the fact that in the present case, an essential tender condition which had to be strictly complied with was not so complied with,

*the appellant would have no power to condone lack of such strict compliance. Any such condonation, as has been done in the present case, would amount to perversity in the understanding or appreciation of the terms of the tender conditions, which must be interfered with by a constitutional court."*

Since in the instant case opposite party no.4 has not complied with the conditions, as stipulated in the tender notice, and the committee has decided to make a verification and confirmation from the concerned authorities, instead of doing so, the same could not have been settled in favour of opposite party no.4.

16. In **Sachin Kumar Agrawal v. State of Odisha** [W.P.(C) No. 31112 of 2022 disposed of on 03.04.2023], this Court already held that once the bid submitted by the petitioner was not incorporated by the bank guarantee or the previous year's income tax return, it was defective one and cannot be entertained as per the tender notice. It was also clarified in the tender notice that in absence of any documents, as enumerated in clauses-1 to 14, the application submitted by the bidder would not be taken into consideration. Therefore, fully

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knowing the conditions stipulated in the tender notice, the petitioner should not have filed the writ petition for consideration of the bid on the ground that he had quoted higher price than opposite party no.5. If the bid submitted by the petitioner was absolutely void ab initio, in view of non-compliance of the tender conditions stipulated in the tender notice, he is estopped from claiming the benefit, as has been claimed in the writ petition.

17. In the above view of the matter, this Court is of the considered view that the technical bids of opposite parties no.5 and 6, who incurred disqualification pursuant to tender conditions, should not have been taken into consideration. Furthermore, even if the parties agreed no relief can be granted to opposite parties no.5 and 6, as the same is not in conformity with the provisions of law. Thereby, the decision making process adopted by the authority in qualifying the technical bids of opposite parties no.5 and 6, being arbitrary, unreasonable and contrary to the conditions stipulated in

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the tender documents, cannot be sustained in the eye of law.

18. Mr. S.K. Mishra, learned counsel for the opposite party-Corporation contended that since the mistakes committed by opposite parties no.5 and 6, as pointed out, were trivial in nature, ignoring the same their cases have been considered; therefore, they should have been heard in the matter before passing any order. Since illegality has been committed by the authority at the threshold and for such illegal and irregular action the benefit has been given to opposite parties no.5 and 6 ignoring the conditions stipulated in the tender documents, this Court is of the considered view that even though opposite parties no.5 and 6 are the beneficiaries, they are benefited because of the illegality committed by the Corporation. If they are stepping into the shoes of the Corporation, no relief can be granted to them. As a consequence thereof, the benefit granted to opposite parties no.5 and 6 cannot be sustained in the eye of law.

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19. Now question arises, the petitioner being the single bidder, whether the tender can be allotted in favour of such single bidder or not. Law is well settled that single bidder cannot have any right even though he matches the price quoted by the highest bidder. Therefore, this Court is of the considered view that the entire process of selection held pursuant to the notice inviting tender issued by the authority under Annexure-2 cannot be sustained in the eye of law. Accordingly, the same is hereby quashed. The opposite party-Corporation is directed to go for fresh tender as expeditiously as possible to meet the situation.

20. In the result, the writ petition is allowed, but, however, under the circumstances of the case there shall be no order as to costs.

.....  
**DR. B.R. SARANGI,**  
**JUDGE**

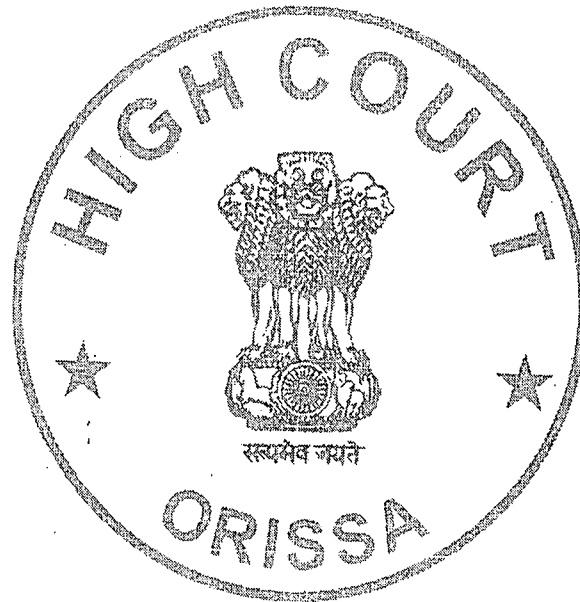
**M.S. RAMAN, J.** I agree.

.....  
**M.S. RAMAN,**  
**JUDGE**

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= 165.

Orissa High Court, Cuttack  
The 21<sup>st</sup> June, 2023, Ashok



Signature Not Verified

Digitally Signed  
Signed by: ASHOK KUMAR JAGADEB MOHAPATRA  
Designation: Personal Assistant  
Reason: Authentication  
Location: HIGH COURT OF ORISSA  
Date: 28-Jun-2023 13:45:05

True Copy Attested

Advocate

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Annexure - 11

IN THE COURT OF COLLECTOR, CUTTACK.

PROCEEDING IN VIEW OF W.P.(C) NO.16691 OF 2023

REPLY TO THE REPRESENTATION/NOTES AND  
SUBMISSIONS OF AJAY KUMAR PRUSTY

1) That Ajay Kumar Prusty filed a writ application before the Hon'ble High Court in W.P.(C) No.16691 of 2023 challenging the decision of the authority in issuing of acceptance letter in favour of Meghna Mines & Minerals on the ground of violation of clause-2(v), 2(xii)(a) and clause-12(ii) of the tender conditions on the plea that Meghna Mines & Minerals Resources Pvt. Ltd. has not signed the tender paper at page-12 & 32 for which the tender may not be qualified for opening of price bid. Ajay Kumar Prusty had also filed a representation before the tender committee and also before your good office. Thereafter he has filed a writ application bearing W.P.(C) No.16691 of 2023 wherein the Hon'ble High Court directed to your good office without expressing merit of the case, to dispose of the representation within a stipulated period giving opportunity of hearing to the parties concerned.

2) That Meghna Mines & Minerals Resources Pvt. Ltd. humbly submits that Ajay Kumar Prusty filed a complaint with the self same allegation before the tender committee which was duly considered by the tender committee constituted by A.D.M. (General) Cuttack, R.T.O., Cuttack, DSWO, Cuttack, District Labour Officer, Cuttack, C.S.O.-cum-D.M., OSCSC Ltd., Cuttack and duly approved by this Hon'ble Court on 12.05.2023 specifically holding that the committee has gone through the grievance of Sri Prusty and verified the documents and observed that all required documents were signed, except one or two pages which

has been inadvertently skipped. Keeping in view of such the committee decided to consider the fact and allowed the bidder to qualify. Accordingly, the Meghna Mines & Minerals Resources Pvt. Ltd., bidder is qualify in the technical bid for a healthy competition in price bid round. The said decision of the Tender Committee has not been challenged by Ajay Kumar Prusty. It is pertinent to submit here that the decision of the Tender Committee has already been approved by this Hon'ble Court which remains un-assailed and the same fact has not been disclosed/challenged before the Hon'ble High Court. Therefore interfering in the said decision of the committee being approved by this Hon'ble Court in the guise of disposal of representation amounts to review of the own order.

3) That Ajay Kumar Prusty relies a decision of the Hon'ble Court in Mukesh Kumar Agarwal Vs. State of Odisha in W.P.(C) No.18325 of 2023, having a different facts and circumstances for which the same is not applicable in the instant case.

4) That it is further humbly submitted here that as per Clause-1(f) at page 26 of the Tender document, the term "District Tender Committee" shall mean the committee formed as such by the Collector of the District for opening of Tender and finalization of Level-II contractor and to take decision on all related matters. Accordingly being empowered with to take a decision on the allegation of the complainant Ajay Kumar Prusty, the District Tender Committee has already taken a decision to allow Meghna Mines & Minerals Resources Pvt. Ltd. to take part in the financial bid for a healthy competition in price bid round which comes within the purview of the committee. Nothing

wrong has been committed by the committee and the said decision remains un-assailed. Furthermore Meghna Mines & Minerals Resources Pvt. Ltd. was found to be the lowest one bidder who has quoted below schedule of rate of 14.99% i.e. Rs.27.81 per quintal which is much less than the schedule of rate of Ajay Kumar Prusty which proves that Meghna Mines & Minerals Resources Pvt. Ltd. is allowed by the District Tender Committee for a healthy competition in price bid round. The decision of the committee being not assailed, the Meghna Mines & Minerals Resources Pvt. Ltd. was allowed to take part in the financial bid and he was found L1 tenderer. Thereafter also being the L1 tenderer the L2 transport contractor of Nischintakoili Block has been allotted to him and agreement was also executed in his favour. But subsequently though representation was not disposed of and pending disposal of the representation submitted by Ajay Kumar Prusty in view of the direction of the Hon'ble Court in the aforesaid writ application, agreement was executed, another writ application bearing W.P.(C) No.19001 of 2023 was filed by Ajay Kumar Prusty. In the said writ application the Civil Supplies Officer-cum-District Manager, Odisha State Civil Supply Corporation files affidavit that the letter dated 05.06.2023 approving the bid of Meghna Mines & Minerals Resources Pvt. Ltd. has been recalled vide order no.1857 dated 30.06.2023. But fact remains that financial bid has already been opened on the decision of the District Tender Committee which is empowered to take decision on related matters and the said decision remain un-assailed and after opening of financial bid Meghna Mines & Minerals Resources Pvt. Ltd. has been found to be L1 tenderer having below schedule of rate of 14.99% i.e. Rs.27.81 per quintal which is much less

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than the below schedule of rate quoted by Ajay Kumar Prusty and by awarding the tender in favour of Meghna Mines & Minerals Resources Pvt. Ltd., the State will be benefited Rs.3.27 per quintal and Rs.6,54,162/- approximately in the biennial 2023-25. Therefore allowing Meghna Mines & Minerals Resources Pvt. Ltd. by the District Tender Committee is within its purview as per Clause-1(f) at Page-26 of the Tender document and nothing has been committed by the committee allowing Meghna Mines & Minerals Resources Pvt. Ltd. to participate in the financial bid.

Under the aforesaid facts and circumstances the representation submitted by Ajay Kumar Prusty being devoid of merit, be dismissed.

By Meghna Mines & Minerals Resources Pvt. Ltd.

CUTTACK.  
DT.18.07.2022

Advocate

True Copy Attested

  
Advocate

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Annexure-12

**LEVEL-II TRANSPORT CONTRACTOR 2023-25****NOTICE INVITING TENDER**

Office of District Manager

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

**CUTTACK (District)** Phone: 0671-2507744TENDER No 1126, /Dated: **17.04.2023.**

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

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

1	Availability of tender documents	From Date 19.04.2023 Downloadable from website: <a href="http://www.oscsc.in">www.oscsc.in</a> , <a href="http://www.foododisha.in">www.foododisha.in</a> & <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>
2	Date, time and venue for pre-bid conference.	On dt 21.04.2023 at 11.30 AM Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
3	Last date and time for online submission of completed Tender Documents with enclosures	Through e-Procurement Portal: <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> Up to 5.30 PM of dt. 03.05.2023.
4	Date, time and venue for opening of Technical Bid by the Tender Committee	On dt 04.05.2023 at 11.30 AM , Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
5	Date, time and venue of submission of original documents in support of scanned copies uploaded in the portal for verification	On dt 04.05.2023 at 11.30 AM , Place - Office of the CCSO cum DM, OSCSC Ltd., Cuttack
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	Office of the CCSO cum DM, OSCSC Ltd., Cuttack
8	Validity Period	Tenders are to remain open for acceptance for 45 days inclusive of date of opening of tender. Note: - The Managing Director, OSCSC Ltd., Bhubaneswar may at his discretion extend this day by 15 (fifteen) days and such extension shall be binding on the bidders.
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 9438200037 Accounts Head . No 9437202302.

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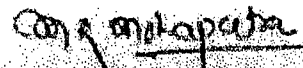
For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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(ii) State Procurement Cell:-0674-2530998 /  
18003456765

- N.B: 1. If the office happens to be closed on the date of opening of tenders, tenders will be opened on the next working day in the same time.
2. District Tender 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](http://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](http://www.tendersodisha.gov.in), [www.oscsc.in](http://www.oscsc.in) & [www.foododisha.in](http://www.foododisha.in).

  
District Manager  
OSCSC Ltd., Cuttack

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

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**TENDER PAPER**  
**(Level-II Transport Contractor)**  
**OFFICE OF THE DISTRICT MANAGER**  
**ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
**CUTTACK DISTRICT.**

Tender No. 1126 /Date: 17.04.2023

**TENDER DOCUMENTS**

Cost of Tender Paper – Rs. 5900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST for each RRC to Unit (Block / ULB) combination of the district.

**INVITATION TO TENDER & INSTRUCTION TO BIDDERS FOR TRANSPORTATION OF**  
**FOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO RETAIL**  
**CENTRES (FPS) YEAR- 2023-24 & 2024-25.**

**1. GENERAL INFORMATION:**

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

**1.2 The Unit shall mean:**

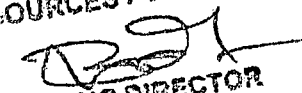
- i. One Block or,
- ii. One Block and adjoining one NAC together or,
- iii. One Municipality.
- iv. The Bhubaneswar Municipal Corporation (BMC) & the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 units as per the geographical location for appointment of separate contractor for each Unit under this tender process.
- v. Considering the geographical location, some G.P. of a Unit can be tagged to other Unit for smooth transport operation.

**1.3 Level-II Transport Contractor shall be appointed in the following manner.**

- i. One RRC tagged with one or more Units:

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For MECHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

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

Example: -

- RRC - 'R'
- Units tagged - 'U<sub>1</sub>', 'U<sub>2</sub>', 'U<sub>3</sub>'
- Same or different contractor(s) can be appointed for Unit 'U<sub>1</sub>', 'U<sub>2</sub>' & 'U<sub>3</sub>' at a same rate or different rate(s) depending upon the lowest rate quoted.

ii. More than one RRC located inside a Unit & are tagged to that Unit:

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

Example: -

- Unit - 'U'
- RRCs tagged to Unit 'U' - 'R<sub>1</sub>' & 'R<sub>2</sub>'
- One contractor shall be appointed at a single rate for transportation of foodgrains to the retail centres of Unit 'U' from both the RRCs i.e. 'R<sub>1</sub>' & 'R<sub>2</sub>'. The bidder applying for Unit 'U' shall quote a single rate for both RRCs 'R<sub>1</sub>' & 'R<sub>2</sub>'.

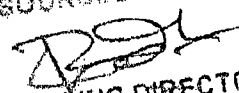
iii. More than one RRC located at different Units are tagged with one Unit and one commodity will be lifted from one RRC and another commodity will be lifted from the other RRC located at a different Unit:

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

Example: -

- RRC located in different Units - 'R<sub>1</sub>' & 'R<sub>2</sub>' RRC 'R<sub>1</sub>'  
located inside Unit 'U<sub>1</sub>' - Deals with rice
- RRC 'R<sub>2</sub>' located inside Unit 'U<sub>2</sub>' - Deals with wheat
- Unit tagged - 'U<sub>1</sub>'
- One contractor will be appointed for the RRC 'R<sub>1</sub>' for transportation of rice as well as for the RRC 'R<sub>2</sub>' for transportation of wheat to the retail centres of Unit 'U<sub>1</sub>' depending upon the lowest rate quoted.

1.4 Tender Paper shall be submitted in the following manner:

For BEGHMA MINES & MINERALS  
RESOURCE PVT. LTD.  
  
MANAGING DIRECTOR

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- i. Tender shall be submitted for each Unit of a district. BMC & CMC shall be considered as 03 separate Units.
  - ii. In case one Unit is tagged to more than one RRC located inside that Unit, then one tender paper shall be submitted quoting a single rate.
  - iii. In case one Unit is tagged to more than one RRC dealing with different or same commodities (rice & wheat) located in different Units, then one tender shall be submitted quoting a single rate for each such RRC.
  - 1.5 Original documents as per the Checklist (**APPENDIX-II**) shall be produced by the bidder on the specified date and time for verification by the District Tender Committee.
  - 1.6 The bidder has to submit the Tender Paper, Appendices & Annexures with seal and signatures on each and every page.
  - 1.7 The bidder shall read all the Instructions and guidelines carefully before filling up the tender and submitting the same so that there will be no ambiguity later on.
  - 1.8 **All the terms and conditions of the tender document along with its annexures & appendices shall form part of the required Agreement.**
  - 1.9 Tender paper not accompanied with all the Schedules / Annexures, Documents as detailed at Checklist (**APPENDIX-II**) intact and duly filled in & signed shall be liable for rejection.
  - 1.10 The validity period of bid will be 120 days.
  - 1.11 Separate Agreement shall be executed for transport operation in each Unit. In case a bidder is selected for more than one Unit, separate Agreement shall be executed with him/her for each Unit selected.

2. **BIDDING PROCESS:**

- i. 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. **Registration in Portal:** Bidders intending to participate in the tender are required to register in the Portal i.e. **www.tendersodisha.gov.in** furnishing required information about them. This is a onetime activity for registering in Portal. During registration, the Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority recognised by CCA India such as n-Code, Sify, TCS, MTNL, etc. He / She has to submit the relevant information as asked for about him / his firm / company. The portal registration of the bidder is

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

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

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

- iii. **Downloading Tender Documents:** The tender documents uploaded by the Tender Inviting Officer in the website [www.tendersodisha.gov.in](http://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 be for a 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.
- iv. Furnishing scanned copy of all required documents with his / her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.
- v. Tender document Fees & Earnest money Deposit shall be in shape of payment through online system only through a process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017 failing which the bid shall be rejected (Copy of the Memorandum is attached).

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- vi. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the e-Procurement portal.
- vii. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- viii. Any third party/company/person under a service contract for operation of e-tender system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the tender processes that are undertaken through the e-tender system irrespective of who operates the system.
- ix. **Format of the Tender:** The Tender shall be submitted in two parts:  
(a) Part I : Technical Bid  
(b) Part II : Financial Bid
- x. **Contents of Technical Bid:** The bidder must submit the particulars / documents as detailed in Check List (Appendix-II) online within the timeline as set out in the Notice Inviting Tender failing which the tender **shall be treated as incomplete and disqualified in Technical Bid.**
- xi. **Contents of Financial Bid:**  
a. The bidder must upload the Financial Bid online as prescribed in the specified location only in the protected Bill of Quantities online BoQ (in ".xls" format).  
b. The bidder shall submit the financial bid online.  
c. Mentioning of rate anywhere in the bid documents other than the designated location of financial bid (online BoQ) by the bidder shall result in disqualification of the bidder.
- xii. **Signing of Tender:**  
(a) The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and upload the completed bid with his/her signature at his convenience within the due date and time of submission. The bidder shall only submit single copy of the tender including required documents and Financial Bid in the e-Procurement portal i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) within

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due date of submission. In the Financial Bid the bidder has to write the figures in the designated cell only. The Bidders are advised to up-load the completed Tender document well ahead of the last date & time of receipt to avoid any last moment problem of power/link failures etc.

- (b) The bidder shall go through the Tender carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, annexures and price bid etc., and store in the system. The bidder shall also ensure payment of Tender document fee and EMD before submission of tender completed in all respects.
  - (c) The Bidder shall log in to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the tender to the portal.
  - (d) The tenders once submitted by due date cannot be retrieved or corrected. Tenders cannot be re-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the bidder should click on submit button.
  - (e) In the e-Procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any tender and the time of entering in to the portal.
  - (f) The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non- submission of legible documents may render the tender non-responsive.
- xiii. Signing of Tender: The Bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, 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.

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- xiv. **Submission of Tender:** For submission of Tenders through the e-Tender Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The bidder shall have to produce the original documents in support of the scanned copies of documents, statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 100 dpi with black and white option. Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified in the website. And the bidder is required to take those into account before submitting the tender by the due date. The Officer inviting tender will provide entire tender document along with appendices and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (*printable in A4 size paper*) to the portal in the designated locations of Technical Bid. He will fill up the rates in designated Cell and upload the same in designated locations of Financial Bid (BoQ) and no other format shall be used to upload the Financial Bid. Mentioning of 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. Use of DSC of appropriate class shall effect submission of documents.
- xv. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- xvi. The bidder needs to upload the required documents, annexures (1 to 7) and appendix-II for consideration.
- xvii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xviii. Tender documents shall be accompanied with EMD of the required amount as indicated in Clause-6. The bidder shall have to pay an amount of Rs.5900/- only (Rupees Five thousand Nine hundred only) as tender paper cost along with the Tender. Bidders will be required to pay through on-line mode as mentioned in Clause-2 (v) towards Tender Document Fee and EMD.
- xix. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender papers.

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- xx. **Deadline for Submission of Tender:** The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender submission shall remain **unaltered** even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender.
- xxi. Prior to submission of tender, the bidder needs to ensure the following among other thing:
- a) Payment of Tender document fees & EMD.
  - b) The entire tender document is properly indexed with page number.
  - c) The documents to be up-loaded are properly visible and duly signed.
  - d) Filling of all the prescribed annexures /appendices as detailed in the Tender.
  - e) Enclosing necessary supporting documents.
- xxii. **Late Tenders:** The system shall reject submission of any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers.
- xxiii. **Modification and Withdrawal of Tenders:** In the e-Tender Portal, it is allowed to modify the tender 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, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the EMD will be forfeited.

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

- a. District Office shall hold a pre-bid meeting with the prospective bidders on Date 21.04.2023 at 11.30 AM at Office of the CCSO cum DM, OSCSC Ltd., Cuttack.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to District Manager through e-mail ([csso.cuttack@gmail.com](mailto:csso.cuttack@gmail.com)) on or before Date 21.04.2023 at 11.30 AM.
- c. The queries should necessarily be submitted in the word or excel file in the following format:

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

- d. District Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.
- e. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any).
  - i. The Nodal Officer notified by District Office will endeavor to provide timely response to all queries. However, District Office makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does District Office 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, District Office 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.
  - ii. The Corrigendum/Addendum (if any) will be posted on the website [www.oscsc.in](http://www.oscsc.in), [www.foododisha.in](http://www.foododisha.in) & [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). Pre-bid queries clarification shall be forwarded to the respective bidders.
  - iii. Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

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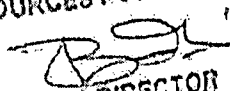
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- i. The Nodal Officer notified by District Office will endeavor to provide timely response to all queries. However, District Office makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does District Office 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, District Office 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.
- ii. The Corrigendum/Addendum (if any) will be posted on the website [www.oscsc.in](http://www.oscsc.in), [www.foododisha.in](http://www.foododisha.in) & [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). Pre-bid queries clarification shall be forwarded to the respective bidders.
- iii. Any such corrigendum/Addendum shall be deemed to be incorporated into this tender.

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- f. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- xxv. In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, District Office may, at its discretion, extend the last date for the receipt of tenders.

3. **OTHER TERMS & CONDITIONS:**

- 3.1 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.
- 3.2 A bidder can be appointed in any number of Units in a district. The bidder selected for more than one Unit in a district or in other districts taken together shall have 02 (two) separate vehicles for each Unit selected. The bidder shall upload the vehicle details in Annexure-6 (a) & (b) at the time of bid submission. After that, the successful bidder shall be given 07 days' time in writing to produce documents in support of additional vehicles and he/she may be asked to submit the updated declaration on as per format at Annexure - 6(b) as to the name of Units he/she has been selected for appointment as Transport Contractor in the district and in other districts of the state before execution of agreement. On his/her failure to give such Declaration within 07 days, the EMD shall be forfeited.
- 3.2.1 In case a bidder selected for appointment in more than one Unit & fails to provide information on additional vehicles or does not own required vehicles for the Units selected within 07 days, he/she shall be appointed in those Units only where he/she has quoted lowest rates according to the number of vehicles owned. In case the bidder has quoted same lowest rate in more Units compared to the number of vehicles owned, he/she shall be appointed in those number of Units, as per the decision of the District Level Tender Committee, according to the number of vehicles owned. Further action as per clause no.3.2 above shall be taken.
- 3.2.2 In the Units for which a bidder has been selected but doesn't get appointed for the reasons stated above, the District Tender Committee shall negotiate with the 2<sup>nd</sup> lowest bidder qualified in Technical Bid for that Unit or the district in case of Level-I Transport Contractor to operate at the lowest quoted rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest quoted rate, fresh tender may be floated for appointment of new Transport Contractor.

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

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- 3.3 Information about Bidder: The Bidder must furnish full, precise, correct and accurate details of information asked for in the tender documents.
- 3.4 Signing of Tender Papers: Person or persons signing the tender papers shall state in what capacity, he / she is or they are signing the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company or as a Partner of a Partnership Firm. The names of all the Partners and Directors should be disclosed and the tender paper shall be signed by all the partners or any partner duly authorized or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. A 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 paper is empowered to do so on behalf of the Limited Company. A copy of the Memorandum and Articles of Association of the Company along with copy of the Resolution of the Company authorizing the person who will sign the tender paper on behalf of company shall be uploaded.
- 3.4.1 The person signing the tender paper or any document forming part of the tender, on behalf of another or on behalf of a firm or on behalf of a company, shall be responsible to produce a Registered Power of Attorney duly executed in his/her favour, stating that he / she has authority to bind such other person or the firm or the company as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said Registered Power of Attorney, his / her tender paper shall be liable for rejection, without prejudice to any other rights of the Corporation, under the Law.
- 3.4.2. Registered Power of Attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his / her signature can bind the company, in the case of a limited company.
- 3.4.3. However, a sole proprietor of a proprietorship firm signing the tender paper on own capacity need not furnish any Power of Attorney.
- 3.4.4 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.

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4. **PREREQUISITES FOR TENDER (QUALIFICATION CONDITIONS):**

4.1 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.

4.2 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-2.

The bidder shall have experience in Transportation/ Handling & Transportation of foodgrains in any State/Central Government PSU, State/Central Government Agencies or State Government/Central Government and they should have carried out, in any of the immediate preceding three financial years i.e. 2019-20, 2020-21 & 2021-22 the work of value of at least:

12.5% of the estimated value of the contract, in one single contract

OR

25% of the estimated value of the contract, in multiple contracts, as indicated at APPENDIX-IV.

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

$EVC = (\text{Monthly Allotment of rice \& wheat stock under NFSA \& SFSS in Qtl. for the Unit} \times \text{SoR in Rs. Per Qtl. of the Unit} \times 24 \text{ months})$

The bidder shall furnish experience certificate in the sample format enclosed at Annexure-3 from the concerned organization.

4.3 In lieu of the experience certificate, the successful bidder will have to furnish an additional security deposit equivalent to 50% of the total 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 he/she shall submit additional security deposit equivalent to 50% of the total security deposit due to him/her in shape of Demand Draft/ Bank Guarantee issued from any Nationalised/ Scheduled Bank in favour of the District Manager, OSCSC Ltd., Cuttack, at the time of execution of agreement for the entire agreement period".*

4.4 The bidder shall furnish an affidavit in the prescribed format (enclosed at Annexure-4) declaring that no criminal/vigilance case(s) pending in his /her



name or in the name of his firm (sole proprietorship/ partnership/company) before any legal forum 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.

- 4.5 The bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-5**) declaring non-involvement in commercial interest of his/her family members or Partners along with their family members or Directors along with their family members, as the case may be, for consideration of her/his appointment under this tender.
- 4.6 The bidder shall furnish a Declaration in the prescribed format (enclosed at **Annexure-6 (a) & (b)**) declaring that he will give details of vehicles as per Clause No-3.2. In case of his/her appointment in more than one units as Level-II / Level-I Transport Contractor s/he shall submit updated **Annexure-6 (b)** with separate 02 vehicles as per tender condition.
- 4.7 The bidder shall furnish an affidavit in the prescribed format (enclosed at **Annexure-7**) on tender submission and abiding by the terms and conditions of tender.
- 4.8 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.
- 4.9 The bidder shall enclose statement from his banker for his financial transactions of last three months preceding to the publication of Tender Call Notice.
- 4.10 The bidder shall furnish Income tax return copy for the last three assessment years i.e. AY-2020-21, AY-2021-22 & AY-2022-23 and copy of PAN Card & GST Registration Certificate.
- 4.11 The bidder shall furnish Registration Certificate in support of their transportation work under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority (STA) or Regional Transport Authority (RTA).
- 4.12 The bidder shall have minimum 2 (two) number of transport vehicles registered in his/her name/ in the name of the family members. The heavy vehicle like Tipper shall not be considered as a vehicle carrying foodgrains for the purpose of this tender. (Details may be referred at Clause-8).



4.13 A bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.

4.14 Due to non-finalization of tender, a contractor who has been appointed as Level-II Transport Contractor in the current biennial year 2021-23 or continuing on extension basis, the contractor shall be eligible to participate in the tender for biennial 2023-25. On his/her selection in the tender process, he/she has to withdraw from the current assignment prior to execution of agreement.

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

The Registration Certificate under the provisions of:

I. The Motor Transport Workers Act, 1961

II. The Odisha Shops & Commercial Establishments Act, 1956

5. **DISQUALIFICATION CONDITIONS:**

5.1 No person shall be appointed as Level-II Transport 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 neighboring district with common boundary for which s/he intends to apply under this tender.

However, a bidder who has been appointed as Level-II Transport Contractor in a district for some of the units, he/she is eligible to participate in the subsequent tender / re-tender for the same session i.e. 2023-25 for the other units in same district.

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

5.2 Any person/ firm/ company blacklisted or otherwise debarred by Corporation or by State/Central Government PSU, State/ Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

5.3 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

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years, will be ineligible.

- 5.4 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.
  - 5.5 If the Proprietor/any of the Partners of the firm/any of the Director of the company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bidder will be ineligible.
  - 5.6 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.
  - 5.7 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.
6. **EARNEST MONEY DEPOSIT (EMD):**
- 6.1 Each tender must be accompanied by an EMD of Rs.1,00,000/- (Rupees One Lakh) or 5% of the estimated value of contract whichever is higher as displayed in Appendix- IV (page No-54) in online mode for each participating RRC-Unit combination in the district. In case the Tender submitted is not accompanied by EMD, the tender shall be summarily rejected.
  - 6.2 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 or any of the information furnished by him/her is found to be incorrect or false, Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and the law & the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will also be debarred from participating in any tender with the Corporation for a period of five years.
  - 6.3 EMD shall be forfeited in case the successful bidder fails to furnish the requisite security deposit by the date prescribed by the District Manager for execution of Agreement and to take up the work, without prejudice to any other rights and remedies of Corporation under the contract and law.

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

7. **SECURITY DEPOSIT:**

7.1 The successful bidder shall furnish security deposit for a Unit in following manner.

7.1.1 A sum of Rs.1.75 Lakhs or a sum equivalent to 5% of the estimated value of the contract as indicated at APPENDIX-IV, whichever is higher, in form of Demand Draft issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Cuttack.

7.1.2 A sum of Rs.3.25 Lakhs or a sum equivalent to 10% of the estimated value of the contract as indicated at APPENDIX-IV, whichever is higher, in form of Irrevocable and unconditional Bank Guarantee issued from any Nationalised/ Scheduled Bank issued in favour of the District Manager, OSCSC Ltd., Cuttack., which shall be enforceable till six months after the expiry of the contract period.

7.1.3 If applicable, additional sum equivalent to 50% of the security deposit as required at Clause - 7.1.1 & 7.1.2 in respective modes.

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

7.3 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.

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

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

**Additional Performance Security (APS) in case of Abnormally Low Bids (ALBs):**  
In line with modification of codal provision in Works Department, Odisha, Office Memorandum No.14459AW, Dated 20.09.2018 & Amendment Issued vide Office

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Memorandum No.4559/W, Dated. 05.04.2021, the following table is applicable in connection with deposit of Additional Performance security.

SlNo	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% upto 14.99%	150% of (Difference between estimated cost put to tender and Bid Amount)

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

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

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

8. **REQUIREMENT OF VEHICLES:**

- 8.1 The bidder shall have minimum 02 (Two) number of Transport Vehicles registered in his/her name/ in the name of the family members. Additional requirement of vehicles can be availed on hire basis.
- 8.2 For this purpose, the "Transport Vehicle" has been defined at Clause - I (v). The vehicles should be suitable for transportation of food grains. The vehicle "Tipper" shall not be considered a vehicle carrying food grains for the purpose of this tender.
- 8.3 In case of sole proprietorship, the vehicles must have been registered in the name of the bidder or his/her family members. In case of partnership firm, the vehicles must have been registered in the name of the firm or any of the partners. An affidavit of the partner who is registered owner of the vehicle has to be furnished about use of such vehicles by the firm for transportation operations of Corporation without any objection. In case of company, the vehicles must

have been registered in the name of the company or in the name of any of the Director. An affidavit of the Director who is registered owner of the vehicle has to be furnished about use of such vehicles by the company for transportation operations of Corporation without any objection.

8.4 The vehicles should have National or State permit for transportation. The bidder shall have Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011" issued by the State Transport Authority or Regional Transport Authority to operate in more than one region of the state. Copy of the said certificate to be enclosed as per the Checklist (Appendix-II).

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

8.6 The bidder has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.

**9. SCHEDULE OF RATE:**

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

1.	Distance covered	Weighted average of shortest truckable distance from RRC to FPS point & quantity allotted to FPS dealer.
2.	Transportation charges	Rs.15.68 PQ for 0-8 Kms, Rs.0.52PKm PQ for 9 Kms – 40 Kms & Rs.0.43PKm PQ for 41 Kms & above.
3.	Incidental Charges	5% of Sl No 2.
4.	Unloading at FPS	Prevailing unloading charges at FPS points
5.	Weighment Charges	Rs.40/- per truck load of 10 M.T. i.e. Rs.0.40 per qtl.
6.	Other factors	Transportation through bullock cart, head load, ghat road, ferry etc. relating to any unit, if any
7.	Schedule of Rate per qtl.	Sl. No. (2+3+4+5+6)

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

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9.3 Such schedule of rates shall be determined by the District Tender Committee before floating of tender and shall be indicated in the "FINANCIAL BID (BoQ)".

9.4 During the contract period, new RRC may come into operation in addition to or in place of the list of RRCs as indicated at "APPENDIX-I" and / or the existing tagging arrangement of a Unit to an RRC may be relocated to another RRC as per requirement. In such case a new schedule of rate will be determined as per Clause-9.1 for that Unit and the contractor shall carryout transport operation at the approved percentage of rate for the new RRC or new tagging arrangement as the case may be.

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

The contractor shall furnish differential security as per new arrangement.

10. **QUOTING OF RATES:**

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

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); for different distance ranges of operation.

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

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

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- 10.4 Quoting of same rates (L<sub>1</sub> only) by more than one bidder could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the same lowest rates shall be called for and decision will be taken through a transparent lottery system where all bidders will remain present.
- 10.5 In case no rate is quoted or all the rates quoted are found to be exorbitantly higher than the Schedule of Rate in any Unit, the district may go for retender for that Unit. Till finalisation of such retender process, the District Manager may engage the Level-II Transport Contractor of any Unit of the district on negotiation.
- 10.6 The bidder shall quote the rate for transport operation being acquainted with the prevailing conditions at the RRCs of the district and Retail Centres tagged relating to matters such as Truck Owners' Association, additional requirement of vehicles (Heavy, Medium, Light), condition of roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of RRCs to be covered, quantity of stock to be transported, weightment charges etc. He/she shall consider all these factors & also all other factors as may be necessary viz. prevailing trend of inflation in fuel rates for quoting his/her effective rate. The bidder has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.
- 11. OPENING OF TENDERS:**
- The tender shall be opened in office of the CCSO cum District Manager, O.S.C.S.C. Ltd. Cuttack (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.
  - 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.
  - 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

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have misled the evaluation through wrong information, action shall be taken against the bidder.

- iv. After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated as per Works Department Office Memorandum No.16/Wdated.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 - 3 of this tender document.
- iv. Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the TENDER authenticate the same by full signature.
- v. **Criterion for Evaluation:** 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.
- vi. **Evaluation of Financial Bid:** The Financial Bids submitted online as per the prescribed format by the technically qualified bidders will be opened and the L1 bidder will be the preferred bidder

13. **CORRUPT PRACTICES:**

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

14. **INTERVIEWS AND ACCEPTANCE OF TENDER:**

14.1 The bidder is required to proceed to the office of the District Manager, OSCSC Ltd. Cuttack at his / her own expenses and without any obligation, if called upon to do so, by the District Manager, OSCSC Ltd. or by an Officer authorized to act on his behalf.

14.2 The District Tender Committee reserves the right to reject any or all tenders without assigning any reason there of and does not bind itself to accept the lowest or any tender.

14.3 Acceptance of tender shall be communicated through the portal.

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

#### 15 **EXECUTION OF AGREEMENT:**

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

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

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

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

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

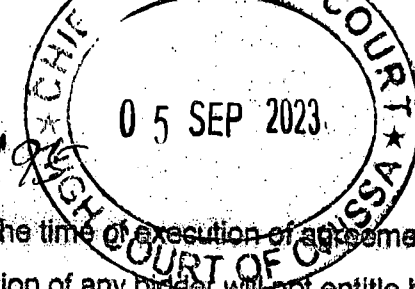
- Registration under The Odisha Shops & Commercial Establishments Act, 1956 to operate in ULB.
- Registration under The Motor Transport Workers Act, 1961.

Or

Declaration in prescribed format that he/ she is not required to possess licence under the Motor Transport Workers Act 1961 because of engagement of limited workers. However, in such case, the Transport Contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act, 1956" only.

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

15.7 In genuine case, the Collector can allow more time to the successful bidder to



furnish any document / certificate wanting at the time of execution of agreement.  
15.8 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.

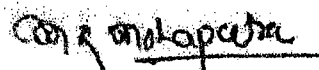
15.9 All the instructions to bidders, terms and conditions governing contract along with its annexures & appendices shall form part of the Agreement and any violation of the provisions prescribed here under shall be construed as violation of the agreement.

16 **OTHERS:**

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

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

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

  
District Manager  
OSCSC Ltd., Guntack

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**PART-I**

**DETAILED TERMS AND CONDITIONS GOVERNING CONTRACT FOR LEVEL-II  
TRANSPORT OPERATION**

**TECHNICAL BID**

Odisha State Civil Supplies Corporation Ltd., Cuttack Intends to appoint Level-II Transport Contractor for transportation of foodgrains from RRCs to Retail Centres of Cuttack district of the State of Odisha for the year 2023-24 & 2024-25.

**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 annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as & when required.
- b. The term 'Bidder' shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of food grains including their heirs, executors, administrators, successors and their authorized person, as the case may be.
- c. The terms 'OSCSC Ltd./ 'Corporation', shall mean the Odisha State Civil Supplies Corporation Limited registered under the Indian Companies Act 1956 having its Head Office at C/2, Nayapalli, Bhubaneswar-12, Khordha, Odisha and shall include its District Manager and his/her successor or successors and any Authorized Person to act for the District Manager for any specified work.
- d. The term 'Managing Director' shall mean the Managing Director of the Corporation or any authorized officer to act on his behalf for a specific work.
- e. The term 'District' shall mean the revenue district of Odisha.
- f. The term 'District Tender Committee' shall mean the Committee formed as such by the Collector of the district for opening of tender and finalization of Level-II Transport Contractor and to take decision on all the related matters.
- g. The term 'District Manager' shall mean the District Manager of the Corporation, working in Revenue District or any authorized officer to act on his/her behalf for a specific work.
- h. The term 'Govt.' shall mean Government in Food Supplies & Consumer Welfare Department of Government of Odisha, Bhubaneswar.

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- i. The term 'Nonperforming / Defaulting Contractor' shall mean a contractor who fails to discharge his/her legitimate obligation / duty / responsibility as per terms of agreement.
- j. 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.
- k. The term 'Foodgrains' for this contract shall mean and include Rice, Wheat, Ragi, Sugar, Dal, Edible Oil, Salt, Potato & Onion or any other packaged commodity as decided by the Corporation packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bag or in packet of any weight.
- l. The term 'Rice' shall mean and include the custom milled rice or rice packed by custom miller in 50 kg jute gunny bags after milling of the paddy received from the Corporation or rice lifted from the Food Corporation of India.
- m. The term 'Wheat' shall mean and include the wheat packed in 50 k.g./ 100 k.g. HDPP bag or jute gunny bags lifted from the Food Corporation of India.
- a. The terms 'Rice Receiving Centre(RRC)', 'RRC' shall mean the storage centre run by the Corporation for receipt, storage and delivery of foodgrains with HDPP bag or jute gunny bag or any other package commodity. This shall include Corporation own godown, hired godown, hired godown managed through CWC/OSWC & godowns constructed under PEG scheme.
- n. A 'Unit' shall mean:
  - i. One Block or,
  - ii. One Block and adjoining one NAC together or,
  - iii. One Municipality or,
  - iv. The Bhubaneswar Municipal Corporation (BMC) or the Cuttack Municipal Corporation (CMC) shall be considered as 03 separate Units each for this tender. The FPS dealers working in BMC & CMC shall be demarcated into 3 Units as per the geographical location for appointment of separate Transport Contractor for each Unit under this tender process
  - v. Considering the geographical location, some G.P. of a unit can be tagged to other Unit for smooth transportation operation.

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- o. The term 'ULB' shall mean & include all the NACs, Municipalities & Municipal Corporations declared as such by Govt. of Odisha.
- p. The term 'FPS Dealer/ Retailer / Retail Dealer' shall mean and include a Person / Firm / Society / Co-operative / Gram Panchayat / SHG etc. appointed by the competent authority to act as such for distribution of foodgrains under Public Distribution System to the consumers.
- q. The term 'Fair Price Shop (FPS)' or 'Retail Centre' shall mean the place where FPS dealer, Retailer or Retail Dealer distributes the commodities under Public Distribution System
- r. The term 'Handling Contractor' shall mean & include a contractor appointed by the District Manager for handling of foodgrains at Base RRC & RRC.
- s. The term 'Level-I Transport Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from Food Storage Depot, FCI to RRC.
- t. The term 'Level-II Transport Contractor'/'Transport Contractor'/ 'Contractor' shall mean & include a contractor appointed by the District Manager for transportation of foodgrains from RRC to retail centres.
- u. The term 'Transport Vehicle' shall mean a vehicle suitable for transportation of foodgrains. The vehicle 'Tipper' shall not be considered as transport vehicle for this tender purpose. The vehicle 'Tractor' shall be considered as a single transport vehicle along with a 'Trailer'. 'Tractor' and/or 'Trailer' individually shall not be considered as separate transport vehicles for this tender purpose.
- v. The term 'Weighment' shall mean the weighment of foodgrains in HDPP bag or jute gunny bag either at weighbridge or by using electronic / manual weighing scale.
- w. The term 'Commercial Interest' shall mean a business, partnership or company for the operation as Handling Contractor/ Level-II Transport Contractor/MDM or SNP Transport Contractor/ PEG Go-down lessor and/or Custom Miller for OSCSC Ltd. for the district for which one intends to apply under this tender and all neighbouring districts with common boundary.

## II. PARTIES TO THE CONTRACT:

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

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- b. The person signing, the tender or any other documents forming part of the tender, on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, at any stage, it is found that the person concerned has no such authority, the District Manager, OSCSC Ltd, Cuttack, 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., Cuttack or any other officer so authorized and acting on his/her behalf.

**III. CONSTITUTION OF CONTRACTOR:**

- a. The contractor shall at the time of submission of tender, declare whether he/she/they is/are Sole Proprietary concern or Registered Partnership Firm or Private Limited Company or a Public Limited Company or Cooperative Society incorporated in India. The composition of the partnership or names of Directors of Companies as the case may be, shall also be indicated. Similarly, in case of Cooperative Society, the name of Secretary, by-laws and areas of operation shall 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 lay. The persons so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractor.
- b. The contractor, during currency of the contract shall not make any change in the constitution of the firm without prior approval of Corporation in writing, failing which the Contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following there from.
- c. The contractor shall notify to the Corporation the death / resignation of any of their partner / directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract, if it deems so fit.

**IV. SUBLETTING:**

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor 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:**

- a. All transactions between the contractor and third parties shall be carried out as between two principals without reference in any event to the District Manager.
- b. The contractors shall also undertake to make the third parties fully aware of the aforesaid position.

**VI. LIABILITY FOR PERSONNEL:**

- a. All persons employed by the contractor shall be treated as his/her own employees/workers in all respects and the responsibility under the Workmen's Compensation Act' 1923; Employees Provident Fund Act' 1952; Maternity Benefit Act' 1961; The Motor Transport Workers Act' 1961; The Orissa Shops & Commercial Establishment Act' 1956; Payment of Gratuity Act' 1972; Equal Remuneration Act' 1976; ESI Act' 1948; Minimum Wages Act' 1948 or any other similar enactments and rules made there under with up to date amendments in respect of all such personnel shall be that of the contractor. The contractor shall be bound to indemnify the District Manager against all claims whatsoever, in respect of the said personnel under the Workmen's Compensation Act' 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the contractor or not.
- b. The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds Act' 1952, and the scheme framed there under in respect for the workers employed by him. The contractor shall recover the required amount payable by such employees under the statute and deposit the same with concerned PF authorities with matching share by the contractor. If, on account of the default of the contractor in making such payments or for any other reason, the District Manager makes such contributions on behalf of the contractor, the District Manager shall be entitled to set off against the amount due to the contractor for the contributions made by it including penalty, if any on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

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The Contractor shall also maintain such records and also submit such returns as may be prescribed under the Act to the Authority designated in the EPF Act 1952 and the scheme framed there-under, prescribed and / or when demanded for inspection to the Officers of the Regional Provident Commissioner and to the District Manager or an Office authorized by him or acting on his behalf.

- c. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with, the labour regulations enactments made by the State Governments/ Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, attendance register, muster roll registered, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- d. Notwithstanding the fact, whether the said legislations, enactments or any statutory modifications thereof are applicable or not to the employees / workers employed by the contractor, he/she shall pay the following to them.
  - i. Payment of Wages to Workers: -  
The contractor shall pay not less than minimum wages to the workers engaged by him/her on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the prevailing rates notified by the Government in Labour Department, Odisha, Bhubaneswar during the contract period for the work. The contractor shall maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of Fines and Deductions etc. as required for such purposes.
  - ii. Weekly off:-  
The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one-day rest for six days continuous work and pay wages at the same rate as for duty.
  - iii. Attendance Allowance:-  
The contractor shall pay the required attendance allowance per day to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift.

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RESOURCES PVT. LTD.  
MANAGING DIRECTOR

- e. Aforesaid wage / benefits at Clause VI (d) (i to iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. The District Manager shall have the right to deduct from money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages, or of deductions made from his/her or their wages which are not justified or non-observations of the regulations/enactments mentioned in Clause VI (a) and (b).
- f. Declaration in lieu of License & Registration of establishment: -  
In case the contractor claims that he/ she is not required to possess any registration under the Motor Transport Workers Act' 1961 & the Orissa Shops & Commercial Establishment Act' 1956 because of engagement of limited workers, he/ she shall give Declaration in prescribed format before execution of agreement & on every time while preferring bill for settlement of bills on transport operation. However, in such case, the contractor to operate in ULB shall register his/ her establishment under "The Orissa Shops & Commercial Establishment Act' 1956" only.

**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 any one 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 31<sup>st</sup> March'2025 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 for 03 (three) months beyond the original contract period on the same rates, terms & conditions and to further extend beyond 03 (three) months on mutual consent. However, if Managing Director, OSCSC requires to extend the agreement period with the intervention

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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 cannot be entertained in the absence of competitive price.

- ii. To terminate the contract at any time during its currency without assigning any reasons by giving a 15 days' notice in writing to the contractor at their last known place of residence /business and the contractor shall not be entitled to any compensation by reason of such premature termination.
- iii. To award similar works on the basis of said contract on mutual agreement with other contractor in case of termination of agreement of the defaulting contractor.

**IX. SECURITY DEPOSIT:**

- a. On acceptance of the tender, the successful bidder shall be required to furnish the prescribed security deposit within a week from the date of issue of Letter of Intent (LoI) in the manner as mentioned at Clause-7.
- b. The Corporation shall not be liable for payment of any interest on the Security Deposit or any depreciation thereof for the entire period as is held by the Corporation.
- c. In the event of premature termination of the contract as envisaged in Clause-VII, VIII, X & XI, the District Manager, shall have the right to forfeit the entire or part of the amount of security deposit deposited by the contractor or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claim for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
- d. The decision of the District Manager in respect of such damage, losses, charges, costs or expenses shall be final and binding on the contractors.
- e. In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. In the event of that any sum found not sufficient to cover up the full amount recoverable, the contractor shall pay to the Corporation on demand, the remaining balance due.

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MANAGING DIRECTOR

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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 service under this contract or breach of any term thereof or their failure to carry out the work within time and for all damages or losses occurred to the corporation due to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses, etc. suffered by Corporation shall be final and binding on the contractor.
- b. The District Manager shall be at liberty to reimburse himself of any damages, losses, charges, costs or expenses suffered or incurred by him due to contractor's negligence and un-workmanlike performance of service under the contract or breach of any term thereof. The total sum claimed shall be deducted from any sum due or which at any time hereafter may become due to the contractor under this or any other contract with the District Manager as aforesaid, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from the security deposit furnished by the contractor as specified in Clause-7. If this sum is also found not to be sufficient to cover the full amount claimed by the District Manager, the contractor shall pay to the District Manager on demand, the remaining balance of the aforesaid sum claimed.
- c. All the partners/ all the directors shall be liable jointly and separately for payment of dues of the corporation for transport operations and shall be liable for the working of any partner/ any director/ any family member or their employees as the case may be. During the currency of this contract there shall not make any change in the constitution of the firm/ company/ proprietorship /partnership without prior approval of the Corporation in writing.

XI. SUMMARY TERMINATION:

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

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- 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 involved 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 and remedies, the right to terminate the contract forthwith in the event of breach of any of the term and condition of the contract and to 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 or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the service under the contract.
  - e. The contractor shall be responsible to supply adequate trucks/carts/any other transport vehicle for transportation & carrying out any other service under the contract in accordance with the instructions issued by the District Manager or an officer acting on his behalf within the time specified. If the contractor fails to supply the requisite number of trucks etc. in due time, the District Manager shall, at his sole discretion without terminating the contract be at liberty to engage other trucks etc. at the risk and cost of the contractor, who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the District Manager shall be final and binding on the contractor.

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

- a. 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 2<sup>nd</sup> lowest bidder for that RRC-Unit combination to operate at the lowest approved rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor.
- b. In case the approved existing Transport Contractor fails to perform during currency of the contract due to any reason, the DLTC shall have right to negotiate with the 2<sup>nd</sup> lowest bidder qualified in Technical Bid for that for that RRC-Unit combination to operate at the lowest approved rate. In case the 2<sup>nd</sup> lowest bidder disagrees to operate at the lowest approved rate, fresh tender may be floated for appointment of new Transport Contractor for the unexpired period of contract at the risk and cost of the defaulting contractor which includes but not limited to blacklisting for 05 years.

**XIII. SET OFF:**

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

**XIV. 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:**

- a. The District Manager does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. Mere mention of any item of work in this contract & execution of agreement does not by

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itself confirm a right on the contractor to demand that the work relating to all or any item thereof at the concerned Unit or RRC should necessarily or exclusively be entrusted to him / her.

- b. The District Manager with the approval of the 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 and to divide the work as between such contractors in any manner that the District Manager may decide and no claim shall lie against the District Manager by reason of such division of work.
- c. During the period of agreement with the contractor, the District Manager reserves the right to deploy "Mobile Van" of the Corporation to make transport operations to retail centres for transportation of Rice & Wheat stock. The arrangement made by the District Manager is final & binding on the contractor. The contractor will have no claim for any work on this arrangement.

**XVI. REMUNERATION:**

- a. The contractor shall be paid with the remuneration in respect of the services described in the tender and performed by them at the contract rate.
- b. The payment shall be made for the transport operation only for net quantity of foodgrains. No payment shall be made for the weight of the containers/ bags/ packaging material.
- c. The rate quoted by the bidder for the transport operation shall include the cost of weightment of empty vehicle and loaded vehicle in a weighbridge located within a radius of 5 Km of RRC. Weightment cost if paid by the Corporation, shall be realised from the dues payable to the contractor.
- d. The contractor shall be paid with additional charges for distance (to & fro) covered for weightment of stock in case weighbridge is not available within a radius of 5 Km of RRC at following rate.
  - i) Weighbridge at a distance beyond 5 Km but within 10 Km -  
 Rs.100 per vehicle (4 wheelers)  
 Rs.200 per vehicle (6 wheelers)

Rs.300 per vehicle (10 wheelers or more)

- ii) Weighbridge at a distance beyond 10 km but within 15 km- Rs.200 per vehicle (4 wheelers)

Rs.400 per vehicle (6 wheelers)

Rs.600 per vehicle (10 wheelers or more).

- e. If the contractor is required to perform any service in addition to those specifically provided for in the contract, the contractor's remuneration for the same will be paid at the rates as negotiated and fixed on mutual agreement.
- f. The contractor will have the right to represent in writing to the District Manager that a particular service which he / she is being called upon to perform is not covered by any of the service specifically provided for in the contract or as the case maybe, is not auxiliary or incidental to such services, provided that such representation in writing is made maximum within 30 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the contractor's right in this regard will be deemed to have been waived.
- g. The question whether a particular service is or is not covered by any of the service specifically described and provided for in the contract, or is not auxiliary or incidental to any of such service, shall be decided by the District Manager, whose decision shall be final and binding on the contractor.
- h. The contractor shall have no claim on detention of vehicle both at despatching and receiving point for any reason.

**i. Recovery of shortage/ damage/ diversion of foodgrains:**

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

- a. Rice - At one time economic cost of rice fixed by Govt. of India,
- b. Wheat - At ten times of purchase price of wheat from FCI.

**XVII. SUBMISSION OF BILLS AND PAYMENT:**

- a. Payment will be made by the District Manager on submission of bills, in duplicate, as per the format and procedure prescribed.
- b. The contractor will submit bills on monthly basis by the 15<sup>th</sup> of succeeding month and not later than end of the succeeding month, failing which penalty shall be imposed at such rate and in such manner as will be decided by the Corporation.

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- c. The payment shall normally be made by the District Manager within 30 days of submission of complete set of bills in the format and procedure prescribed.
- d. Payment shall be made on realizing the cost of shortage at the rate as specified at Clause-XVI (i).
- e. The payment shall be made through PFMS system for which the following details shall be provided by the contractor at the time of signing of the contract: -
  - 1. Cancelled Cheque.
  - 2. PAN Copy.
  - 3. GST registration Certificate.
- f. Income Tax (TDS) & taxes under any other Act shall be recovered from the bills of the contractor at the applicable rate.

**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 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 laws of India and Odisha for the time being in force.

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

- a. Transportation of foodgrains from RRC to Retail Centres.
- i. (Services at RRC) – Transportation of stock from RRC to retail centres as per the list provided by District Manager or any authorised Officer.
- ii. (Services at Retail Centre) – Unloading of stock from the vehicle, weighing of stock by electronic/ manual weighing scale and delivery to retail dealer. The contractor shall arrange required number of labours and weighing scale.
- b. The contractor shall transport by trucks, to be arranged for such quantity of foodgrains as may be required from day to day by the District Manager or an Officer acting on his behalf, from RRC to Retail Centres.
- c. The contractor shall take care not to mix bags of different kinds of foodgrains, bags containing different qualities of the same foodgrains and bags containing wet/damaged foodgrains sweepings, etc. with bags of sound grains.
- d. New RRC may come into operation or new tagging arrangement may be made in

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addition to or in place of the list of RRCs and tagging arrangements indicated at "APPENDIX-I", as per the requirement and/or availability of suitable godowns. The Level-II Transport Contractor shall transport the stock at the approved percentage of rate.

**XXI. DUTIES AND RESPONSIBILITIES OF THE TRANSPORT CONTRACTOR:**

- a. The Transport Contractor is required to keep continuous & close liaison with the In-charge of the RRC, Handling Contractor, Retail Dealer, District Manager and other officials of OSCSC in respect of programme of transportation of stock.
- b. The Transport Contractor shall take complete care of the stocks from RRC till its delivery at Retail Centres.
- c. The Transport Contractor shall always be bound to act with reasonable diligence and in a business-like manner and to use such skill as expected of person of ordinary prudence in the conduct of his / her activities.
- d. The Transport Contractor shall engage competent and adequate staff to the satisfaction of Corporation for ensuring efficient transport operation in time. He / She shall furnish true, correct and up to date position/information/progress of work statement and accounts.
- e. The Transport Contractor shall be responsible for the good conduct of his / her employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of himself / herself, his / her servants or agents or representatives.
- f. The District Manager/ In-charge of the RRC or any official acting on their behalf, shall have the right to ask for the removal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his / her decision regarding losses caused by neglect and misconduct etc; of the contractor, his / her servants or agents or representatives. Such decision shall be final and binding on the contractor.
- g. The Transport Contractor shall intimate the In-charge of the RRC, District Manager or other Officers authorized to act on his / her behalf, the name of one or more responsible representative(s) authorized to act on his / her behalf in day to day working of the contract. Such authorised person shall be authorized by the contractor through a "Power of Attorney" in a stamp paper worth Rs.50/- duly registered before competent authority. The contractor shall be liable for all the activities of authorized person. It shall be the duty of those representative(s) to call

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at the office of the Godown Manager / In-charge of RRC/ Lifting Officer or an officer acting on his behalf, every day and generally to remain in touch, with them, to obtain information about transport operation and to report the progress of transport work etc.

- h. The Transport Contractor shall issue Identity Card with photograph to all his employees including driver & helper, manager, clerk etc.
- i. The Transport Contractor shall take adequate steps and necessary precautions to avoid wastage or damage to the foodgrains during transportation. The contractor shall be liable for any loss which the Corporation may suffer from any loss in quantity and quality of stock transported by him / her. The decision of the District Manager on such loss shall be final and binding on the contractor.
- j. The Transport Contractor shall have adequate vehicle arrangements for transport operation within the stipulated period as communicated by the District Manager. The contractor shall accordingly assess the requirement of vehicles for completion of the work within the stipulated period.
- k. The Transport Contractor has to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the urban area.
- l. The Transport Contractor shall carry adequate number of weighing scale for weighing of stock at retail centers during delivery of stock.
- m. The Transport Contractor shall provide sufficient number of tarpaulins for each truck to cover the foodgrains during transportation to protect those from rains and other natural calamities. He / She shall be responsible for any loss or damage that may arise due to his / her failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the District Manager in this matter shall be final and binding on the contractor.
- n. The Transport Contractor shall ensure that workers do not use large hooks for unloading of foodgrains bags / packets at Retail Centres. The use of hooks other than those, if any, approved by the Corporation shall render the contract liable for cancellation. The Transport Contractor shall also be liable to make good to Corporation, if any losses caused by the use of unauthorized hooks. The decision of the District Manager on such losses shall be final & binding.
- o. The Transport Contractor shall strictly abide by all rules and regulations of Transport Department, Police, Municipal Authorities and other local bodies. The contractor

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- shall not load more than permissible quantity of foodgrains in each truck before transportation as provided under M.V. Act. If the contractor shall load the stock beyond permissible limit provided under the statute, he / she shall be responsible for such violation of statute & any consequential penalty thereof. The Corporation shall not be liable for such act of contractor.
- p. The Transport Contractor shall be responsible for keeping a complete and accurate account of transport operation of foodgrains undertaken by him / her and shall render accounts and furnish returns and statements in such a manner as may be prescribed by the District Manager or the Officer acting on his behalf.
  - q. The Transport Contractor shall obtain transit insurance coverage of the foodgrains stocks at economic cost & purchase price of rice & wheat respectively in the name of OSCSC Ltd. covering all type of risks from the point of loading to trucks at RRC, transporting to specified Retail Centres & till the stock is delivered at the Retail Centres. No shortage of foodgrains will be admissible during transit that may happen due to theft/fire/accident/riot/ flood or any other natural and unforeseen happenings.
  - r. The Transport Contractor shall be responsible for the safety of the foodgrains while transporting through trucks. he / she shall also exercise adequate care and take precautions to ensure that the foodgrains is not damaged while in transit in his / her trucks to specified Retail Centres. He / She shall deliver the equal quantity and quality of foodgrains at Retail Centres as received by them at RRC before transportation. He/she shall be liable to make good the value of any shortage, wastage, losses or damage to the foodgrains in transit both for quantity & quality at the rate intimated at Clause- XVI (i).
  - s. The Transport Contractor shall be responsible for performing all or any of the service detailed in and arising out of this contract also at night without any additional remuneration, whenever required by the District Manager or an Officer acting on his/ her behalf.
  - t. The Transport Contractor shall, whenever required, supply petromax lamps for carrying out work during night.
  - u. The Transport Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the contractor'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 occurred to the Corporation or in particular to any property or plank belonging to the Corporation due

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to any act whether negligence or otherwise of the contractor himself / herself or his / her employees. The decision of the District Manager regarding such failure of the contractor and his / her liability for the losses etc. suffered by Corporation shall be final and binding on the Transport Contractor.

- v. The Transport Contractor shall paint the vehicles in specified colour and write information or display prominently on their trucks in the "FLEX BANNER" of specified size, as prescribed by the District Manager. No extra remuneration, whatsoever will be payable for painting, writing and displaying such banners. The District Manager or an officer acting on his/her behalf shall have the right to disallow loading of any vehicle if the Transport Contractor does not paint, write or display prominently the aforesaid banners.
- w. The Transport Contractor shall install "GPS TRACKING SYSTEM" in the vehicles used for transportation of foodgrains, whenever directed by the District Manager. The GPS devices shall be as per the specification of the Corporation & the cost of the same shall be borne by the contractor. If GPS device will develop any defect, no loading in that vehicle will be entertained and the contractor has to get it repaired or replace with a new one within 24 hours of development of any defect.
- x. The Transport Contractor shall provide the information on day-to-day transport operation in the website in software developed by the Corporation. The contractor shall have computer, internet connectivity and trained computer personnel at his / her disposal for transmission of computerized data on day to day basis.
- y. The cost of installation of "GPS Tracking System" and reporting in website is deemed to be included in the rate quoted by the bidder.
- z. The Transport Contractor shall guarantee the transportation of assigned quantity within the stipulated time, failing which the entire Security Deposit or part of it may be forfeited at the discretion of the District Manager.
- aa. If required so, the Transport Contractor shall submit the stamped receipts of different check gates located en-route in proof of transportation of foodgrains for release of his bills.
- bb. The contractor has to obtain a license from Licensing Authority as per the Odisha Public Distribution System (Control) Order, 2016 immediately after execution of agreement.

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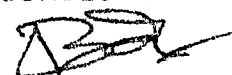
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**XXII. DISPUTE RESOLUTION & JURISDICTION OF THE COURT:**

- a. 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 bring any case/suit in regard to the matters covered by this agreement at any place outside concerned revenue district.
- 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 recovered 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, High Court of Odisha has got the exclusive jurisdiction to try the matter.

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**APPENDIX-I**

**GENERAL INFORMATION**

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

District: Cuttack

Name and location of RRC		* Unit tagged to RRC	Commodities Handled during FY 2022-23 (Fig. In Qtl.)		Schedule of Rate per Qtl.	Name and location of the retail centres of Unit tagged at Page No
Name	Location (Block/ULB)		Rice	Wheat		
PEG Katarapa	Salipur	Mahanga	87423.24	1832.84	Rs. 32.19	80-81
		Nischintakoili	87430.16	2379.54	Rs. 32.71	82-83
		Salipur	84395.93	1741.91	Rs. 24.88	84-85
OSWC Jagatipur	Cuttack MC	Tangi Block & Choudwar MPTY	83512.14	4111.28	Rs. 28.88	86-87
OSCSC Own Godown	Cuttack MC	CMC - I	44282.24	2423.45	Rs. 27.60	88
		CMC-II	48256.74	3622.77	Rs. 26.94	89
		CMC- III	47976.76	2930.54	Rs. 28.26	90
CWC, Cuttack RRC	Cuttack MC	Cuttack Sadar	61117.95	1652.24	Rs. 27.81	91-92
Brahman Jharilo	Baranga	Baranga	41002.24	1927.65	Rs. 29.44	93
		Kantapada	40773.97	1030.72	Rs. 36.67	94
		Niali	64942.46	2974.58	Rs. 38.32	95-96
OSWC, Banki	Banki NAC	Banki Block & NAC	63317.82	1064.01	Rs. 31.40	97-98
		Dampada	47543.90	768.34	Rs. 26.36	99
RMC Godown, Jatamundia	Dampada	Athagarh Block & NAC	73986.13	1176.56	Rs. 35.34	100
		Tigiria	35237.94	718.58	Rs. 33.23	101
PEG, Badamba	Badamba	Badamba	80642.59	1591.35	Rs. 26.86	102
		Narsinghpur	84352.92	2023.55	Rs. 40.46	103

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

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

\* Badamba Unit and Narsinghpur Unit were tagged to RMC, Jatamundia during the biennial year 2021-23. Presently in the current tender process, both the above units will be tagged to the newly created RRC cum DSC, PEG Badamba.

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**CHECKLIST**  
**DOCUMENTS TO BE UPLOADED**

1	Tender Submission Undertaking - <b>Annexure-1</b>	✓
2	Capability Certificate from the Bank (In the model format as at <b>Annexure-2</b> )	✓
3	Certificate of experience on transportation of food grains (In the model format as at <b>Annexure-3</b> ) Or Undertaking in lieu of the experience certificate	✓
4	Affidavit mentioning that s/he / firm / company is neither blacklisted nor any criminal or vigilance case is pending against the Bidder (In the model format as at <b>Annexure-4</b> )	✓
5	Affidavit declaring non-involvement in commercial interest of family members or partners along with their family members or directors along with their family members (In the model format as at <b>Annexure-5</b> )	✓
6	Declaration on appointment as Level-II Transport Contractor with separate 02 vehicles ( <b>Annexure- 6 (a) &amp; Annexure-6 (b)</b> )	✓
7	Affidavit on tender submission and abiding by the terms and conditions of tender (In the model format as at <b>Annexure-7</b> )	✓
8	Certified copy of Partnership Deed/ Articles of Association/ Memorandum of Association/ Bye-laws/ Certificate of Registration, as applicable	✓
9	Registered Power of Attorney in submitting the tender paper on behalf of the Partnership Firm/ Company	✗
10	Statement of Bank account for the last 03 months preceding to publication of Tender Call Notice	✓
11	Copy of document in support of deposit of Tender Document Fee & EMD	✓
12	Copy of last three years Income tax return for the Assessment Years such as AY-2020-21, AY-2021-22 & AY-2022-23, copy of PAN Card & GST Registration Certificate.	✓
13	Copy of the Registration Certificate issued by the State Transport Authority or Regional Transport Authority under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011"	✓
14	List of two owned transport vehicles with copies of R.C. Books & valid Fitness Certificate	✓
15	Affidavit on use of vehicle of Partner or Director	✓
16	Appendix II duly filled in and signed.	✓
17	Signed copy of corrigendum / Addendum if any as per Clause-2(xxiv)(f)	

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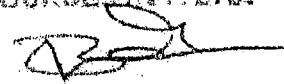
1. The scanned copies of documents in PDF format (printable in A4 Size paper) shall be submitted online alongwith the tender, otherwise the bidder shall be treated as disqualified in TECHNICAL BID.

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2. It is the responsibility of the bidder to upload all the required supporting documents as detailed in this tender documents failing which his/her bid shall be treated as non-responsive.
3. All documents to be self-attested by the Bidder and affidavits are to be submitted in original.

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Place: Bhubaneswar

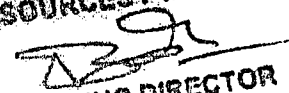
Date: 24/5/2023

Signature of bidder/ authorized person

Name:

Seal:

For MEGHNA MINES & MINERALS  
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(Reference Clause VI (d) (i) of the terms and conditions governing the contract)

**I. WAGE BOOK AND WAGE SLIPS ETC:**

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, at the place of work, but the same shall include the following particulars:
  - a) Name of the Worker;
  - b) Rate of Daily or Monthly wages.
  - c) Nature of work on which employed.
  - d) Total number of days worked during each wage period.
  - e) Dates and periods for which worked overtime.
  - f) Gross wages payable for the work during each wage period.
  - g) All deductions made from the wages with an indication in each case, of the ground for which the deduction is made.
  - h) Wages actually paid, for each wage period.
  - i) Signature or thumb impression of the worker.
- ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iii) The Contractor shall issue an Employment Card in the prescribed Form at Appendix III (a) to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be so endorsed by the contractor and returned to the worker.

**II REGISTER OF UNPAID WAGES:**

The contractor shall maintain a Register of unpaid wages in such form, as may be convenient, at the place of work but the same shall include the following particulars: -

- a) Full particulars of the work whose wages have not been paid.
- b) Reference number of the Muster Roll with wage Register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment.
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

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### III FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his/ her employment, s/he is required to work. The amount of deduction shall be in proportion to the period for which s/he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which s/he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time allow.

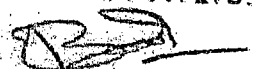
### IV REGISTERS OF FINES ETC:

- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No. 1 and 2 as per Appendix -III (b) and III (c) respectively which should be kept at the place work.
- ii) The contractor shall maintain both in English and the local Language, a list approved by the Chief Regional Labour Commissioner (Central) clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

### V PRESERVATION OF REGISTERS:

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them shall be made available for inspection by the Labour Enforcement Officer or any other Officer authorized by the Ministry of Labour in this behalf.

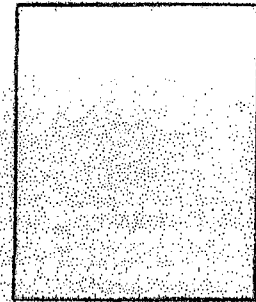
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APPENDIX - III (a)

TEMPORARY WORKER'S EMPLOYMENT CARD



1. Name of the Worker \_\_\_\_\_
2. Father's / Husband's Name \_\_\_\_\_
3. Date of Birth \_\_\_\_\_
4. i) Address (Local) \_\_\_\_\_  
ii) Permanent \_\_\_\_\_
5. Name & Address of OSCSC Contractor \_\_\_\_\_
6. Valid\*

(\* Period of the Contractor) Form \_\_\_\_\_ to \_\_\_\_\_

Signature of the Contractor /

Authorized Representative

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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Back Side of the Card

Countersigned by

General Manager (PDS), OSCSC Ltd.,

Valid from \_\_\_\_\_ to \_\_\_\_\_

(Ref. No. \_\_\_\_\_)

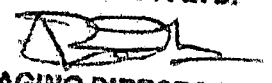
General Manager (PDS)

OSCSC Ltd., Bhubaneswar

Place :

Date :

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.



MANAGING DIRECTOR

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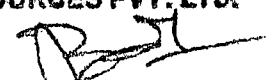
APPENDIX - III (b)

FORM-I

REGISTER OF FINES

Sl No	Name	Father's/ Husband's name	Sex	Depart ment	Nature and date of the offence for which fine imposed	Whether workmen showcaused against fine or not, if so, enter date	Rate of wages	Date and amount of fine imposed	date on which fine realized	Remarks

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.



MANAGING DIRECTOR

**APPENDIX - III (c)**

**FORM-1**

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE  
NEGLECT OR DEFAULT OF THE WORKERS

[illegible]

FOR MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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**APPENDIX-IV**

**INFORMATION ON UNIT-WISE REQUIREMENT OF EMD, WORK  
EXPERIENCE & SECURITY DEPOSIT BASING ON THE ESTIMATED  
VALUE OF CONTRACT  
DISTRICT - CUTTACK**

(Figures in Rupees)

Sl. No.	Unit Name	Estimated Contract Value (in INR)	EMD Amount	Work Value for Experience Certificate		Security Deposit	
				12.5% of Estimated value of contract in single contract	25% of Estimated value of contract in multiple contracts	5% of Estimated value of contract in shape of DD	10% of Estimated value of contract in shape of BG
1	Athgarh Block & Athgarh NAC	56,93,316.41	2,84,666.00	7,11,665.00	14,23,330.00	2,84,666.00	5,69,332.00
2	Badamba Block	44,42,697.72	2,22,135.00	5,55,338.00	11,10,675.00	2,22,135.00	4,44,270.00
3	Banki Block & Banki NAC	41,94,801.36	2,09,741.00	5,24,351.00	10,48,701.00	2,09,741.00	4,19,481.00
4	Baranga Block	25,80,145.15	1,29,008.00	3,22,519.00	6,45,037.00	1,29,008.00	2,58,015.00
5	CMC Unit-I	28,92,104.64	1,44,606.00	3,61,514.00	7,23,027.00	1,44,606.00	2,89,211.00
6	CMC Unit-II	30,47,204.95	1,52,361.00	3,80,901.00	7,61,802.00	1,52,361.00	3,04,721.00
7	CMC Unit-III	31,55,576.42	1,57,779.00	3,94,448.00	7,88,895.00	1,57,779.00	3,15,558.00
8	Dompada Block	26,70,152.02	1,33,508.00	3,33,770.00	6,67,539.00	1,33,508.00	2,67,016.00
9	Kantapada Block	32,59,508.29	1,62,976.00	4,07,439.00	8,14,878.00	1,62,976.00	3,25,951.00
10	Mahanga Block	62,10,605.84	3,10,931.00	7,77,326.00	15,54,652.00	3,10,931.00	6,21,861.00
11	Narasinghpur Block	60,62,728.10	3,03,137.00	8,57,842.00	17,15,683.00	3,03,137.00	6,06,273.00
12	Niali Block	55,25,207.52	2,76,261.00	6,90,651.00	13,81,302.00	2,76,261.00	5,52,521.00
13	Nischintakolli Block	65,43,622.42	3,27,182.00	8,17,953.00	16,35,906.00	3,27,182.00	6,54,363.00
14	Sadar Block	39,30,620.90	1,96,532.00	4,91,328.00	9,82,656.00	1,96,532.00	3,93,063.00
15	Sallipur Block	47,56,837.05	2,37,842.00	5,94,605.00	11,89,210.00	2,37,842.00	4,75,684.00
16	Tangl Block & Choudwar Municipality	53,10,165.60	2,65,509.00	6,63,771.00	13,27,542.00	2,65,509.00	5,31,017.00
17	Tigaida Block	24,57,678.90	1,22,894.00	3,07,235.00	6,14,470.00	1,22,894.00	2,45,788.00

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**Annexure-1****TENDER SUBMISSION UNDERTAKING**

FOR APPOINTMENT OF LEVEL-II TRANSPORT CONTRACTORS FOR  
TRANSPORTATION OF FOODGRAINS FROM RICE RECEIVING CENTRE (RRC) TO  
RETAIL CENTRES.

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: \_\_\_\_\_
6. Banker of the Bidder: (Attach certified copy of statement of A/c for the last three  
months) \_\_\_\_\_
7. Address & Telephone Number of Banker: \_\_\_\_\_

2

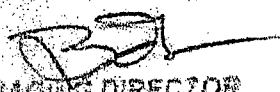
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8. Details of Transport Vehicles in the name of the Bidder: \_\_\_\_\_

Registration number of vehicles	Valid Fitness Certificate Number, if any	Type of Heavy vehicle

9. Registration No. in the case of Company: \_\_\_\_\_
10. PAN No. & year of filing the latest return: \_\_\_\_\_
11. GSTIN Number Issued by Govt:- \_\_\_\_\_
12. Additional information, if any: \_\_\_\_\_  
(Attach separate sheet, if required)

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

To

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

Sir,

I/We submit the E-tender for appointment as Level-II Transport Contractor for transportation of Foodgrains from the following RRC to Unit covering Retail Centres.

Sl. No.	Name of the RRC	Name of the Unit covering the Retail Centres
01	DEG Katarapa	NICHINTAKULI

2. 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.
3. 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.
4. In the event of my/ our tender being accepted, I/We agree to furnish a security deposit as per terms of the tender.
5. 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.
6. I hereby declare that no contract entered into by me, my Firm/Company with the Odisha State Civil Supplies Corporation, has been terminated by the Odisha State Civil Supplies Corporation before the expiry of the contract period at any point of time during the last five years.

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7. 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.
8. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
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.

RESOURCES PVT. LTD.

Yours faithfully, TOR

Signature of bidder

Capacity in which signing

Signature of constituted attorney

Name : For MEGHNA MINES & MINERALS  
Address : RESOURCES PVT. LTD.  
Date : 

MANAGING DIRECTOR

21/5/2023

Name, date of birth

And address of attorney

Signature of witness with date

Name and address of witness

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

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**Annexure-2****Capability Certificate**

Bank: Branch:

Phone No. ....

E Mail .....

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

To

District Manager,

Odisha State Civil Supplies Corporation Ltd.

Cuttack.

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.

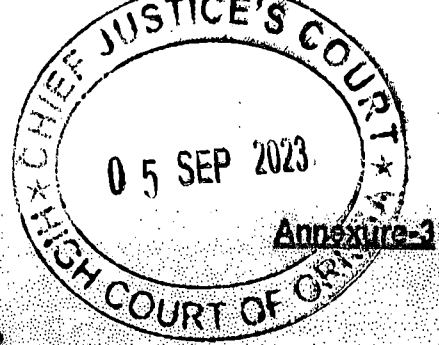
It is clarified that this information is furnished without any responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to you.

**Branch Manager/Authorised Signatory (Seal & Signature)**

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

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR



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### Experience Certificate

This is to certify that as per information available on record, M/s \_\_\_\_\_ of \_\_\_\_\_ (full address), is a transport contractor of this organization for transportation / handling & transportation of food grains by road for the period & work value as indicated below.

Sl.No	Nature of work	Place of work	Product transported / handled & transported	Agreement/ Contract/ Work Order No. & Dt.	Total period of contract (from..... to.....)	Financial Year	Volume of work handle (In MT)	Value of work executed (In Rs.)	Performance of the contract or	Remarks

Office Seal    Seal & Signature of Authorised Officer

**\*Note: -**

- Total transportation/ handling & transportation charges whether paid or payable is to be mentioned.
- Strike out whichever is not applicable.

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

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.  
  
MANAGING DIRECTOR

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Annexure-4

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 Notice Inviting Tender dt. \_\_\_\_\_ of OSCSC Ltd. for appointment of Level-II Transport Contractor for transportation of foodgrains, I/my firm/company am/is an intended bidder to participate in the said tender process.
- 2) That as per terms & conditions of the tender documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organisation or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending against me/my firm/company before any forum.
- 4) That this affidavit is required to be produced with tender paper before the District Manager, OSCSC Ltd. Cuttack District.
- 5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

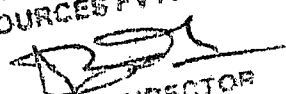
The above deponent being present before me & duly identified by Sri \_\_\_\_\_ Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/ Notary Public \_\_\_\_\_

\*Strike out whichever is not applicable.

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FOR MEGHNA MINES & MINERALS  
 RESOURCES PVT. LTD.  
  
 MANAGING DIRECTOR

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**Annexure-5****(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 Level-II Transport 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 neighboring 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

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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OR

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

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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Annexure-6 (a)DECLARATION

I Sri \_\_\_\_\_, Aged about \_\_\_\_\_, Son/  
Daughter/ Wife of Sri \_\_\_\_\_, Proprietor/ Director/ Partner of  
\_\_\_\_\_, do hereby undertake:

- a) That I have thoroughly examined and understood instructions to bidders contained in the Tender Paper including subsequent corrigendum issued, terms & conditions governing contract given in the notice inviting tender, invitation to tender titled as General Information, instructions to bidders i.e (those contained in general conditions of contract and its appendices and schedules ) and agree to abide by them.
- b) That I hereby undertake that on our selection in more than one units I shall submit details of separate vehicles for each unit in case of Level-II Transport Contract and the details of separate vehicles for district for Level-I Transport Contract if applicable as required under tender terms and conditions.
- c) On my failure to submit the additional vehicle details as per Clause No.3.2, action as deems fit by the Competent Authority may be initiated against me.

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

Place:

Bhubaneswar

Date:

2/5/2023

Signature of the bidder

Name of the bidder:

FOR MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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**Annexure-6 (b)****DECLARATION**

I Sri \_\_\_\_\_, Aged about \_\_\_\_\_, Son/ Daughter / Wife of Sri \_\_\_\_\_, Proprietor/ Director/ Partner of \_\_\_\_\_, do hereby declare that I have applied/ been appointed as the Level-II Transport Contractor in the following Units & applied/ been appointed as the Level-I Transport Contractor in following districts. I have mentioned the registration number of 02 (two) vehicles against each Unit/District as indicated below.

Level-II operation				
SL. No.	Name & Location of the Unit	District	Whether Applied / Appointed (Put V mark)	Registration No. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
Level-I operation				
Sl. No.	District name		Whether Applied / Appointed (Put V mark)	Registration No. of vehicle
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.
			Applied Appointed	1. 2.

**N.B.** Attach separate sheet, if required.

I am aware of the fact that separate tender paper to be submitted for each Unit for Level-II operation, which requires of 02 (two) separate vehicles for each tender, excluding the vehicles already considered for appointment as Level-I Transport Contractor in any district.

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

If the above declaration is found false / not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (xiii) of tender documents.

Place: Bhubaneswar

Date: 27/5/2023

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
Signature of the bidder  
MANAGING DIRECTOR

Name of the bidder:

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

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Annexure-7Before 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 level-II transport contractor for transportation of for transportation of Custom Milled Rice (CMR) from Rice Receiving Centre (RRC) to Retail Centre (FPS) in the State of Odisha, I/my firm/company am/is a bidder and I am participating in the said tender process.
- 2) That I/We have thoroughly examined and understood instructions to bidders contained in the e-tender No. \_\_\_\_\_ 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 7) 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 \_\_\_\_\_ (Block / ULB).
- 5) That the facts stated above are true to the best of my knowledge and belief. If the above declaration is found false/ not true during the scrutiny of tender or the currency of the contract, I shall be liable for punishment for such breach of the contract as per Clause-2 (xiii) of tender documents.

Identified by me

Deponents

Advocate

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For MEGHNA MINES & MINERALS  
 RESOURCES PVT. LTD.  
  
 MANAGING DIRECTOR

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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/-)

For MECHHA MINES & MINERALS  
RESOURCES PVT. LTD.  
  
MANAGING DIRECTOR

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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 L1 bidder 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 Officer inviting the bid / GM (PDS) OSCSC Ltd. during official hour. The BoQ templet is given below for reference only
  11. The 'BOQ for Level-II' template is given as under for reference.

**Percentage BoQ**

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

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

**TENDER NO.** \_\_\_\_\_ **DATE** \_\_\_\_\_ (TO BE FILLED UP BY THE DISTRICT)

**Name of the Bidder:** Meghna Mines & Minerals Resources Pvt-Ltd  
**Bidding firm / Company:** \_\_\_\_\_

**PRICE SCHEDULE**

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

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

**N.B.**

The protection of minimum TC shall only be available to the Transport Contractor for the particular district unit he/she has been appointed.

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR

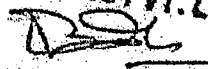
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**PART-II****SAMPLE FINANCIAL BID DISTRICT:****INSTRUCTIONS**

- a) Rate for transportation shall be mentioned for RRC-Unit (Block/ULB) combination as prescribed in the specified location only in the protected Bill of Quantities (**online BoQ**). Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
- b) Rate shall be quoted for transportation of CMR from RRC-Unit (Block/ULB) combination at either Schedule of Rate (SoR) or Above Schedule of Rate (ASoR) or Below Schedule of Rate (BSoR).
- c) Only the FINANCIAL BID of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.
- d) Bidders are to submit only the original BoQ (in .xls format) uploaded by Officer Inviting Tender after entering the relevant fields without any alteration/ deletion / modification.
- e) Multiple BoQ submission for a specified RRC-Unit (Block/ULB) combination by bidder shall lead to rejection of tender.
- f) **Instruction for Filling-up of BoQ Formats:-** The details of instruction for filling-up of BoQ format is given as under.

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-down box i.e. 'excess' or 'less'.
5. Then the bidder shall move to the next column i.e. 'Percentage rate' to choose the percentage option then enter a valid percentage rate.
6. Such valid percentage rate shall mean either excess or less as pre-filled by the bidder.

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GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No 07550900012016- 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. <http://tender.odisha.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, NITC, the designated Banks shall not be held responsible for such pendency or failure.

*Signature*

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*Signature*

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#### 4. Banking arrangement:

a) Designated Banks (SBI/CICI 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

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For MEGHNA MINES & MINERALS  
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MANAGING DIRECTOR

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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.

*Signature*

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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 in respective bidders accounts as per direction received from TIA through e-procurement system.

**8. Forfeiture of EMD :**

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

- a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the ~~forfeited~~ Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc General Services-00-101-Unclaimed Deposits-0097-Misc Receipts-02080-Misc Deposits and submit the detail account to D.A.G., Puri as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

**9. Role of the Banks:**

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

*Signature*

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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.

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- 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 suo moto 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 codes / contractual provision exist vide Office Memorandum No. 6785/VV dt 09 05 2017 of Works Department stands modified to the above extent
- 3. This has been concurred in by the Finance Department vide their UOR No. 39-WF-I dt 09 11 2017

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

For MECHNA MINES & MINERALS  
RESOURCES PVT. LTD.

MANAGING DIRECTOR

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Memo No. 17255 W. dated 3.12.17  
Copy forwarded to P. S. to Honble Chief Minister, Odisha for information and necessary action.

*[Signature]*  
5/12/2017  
FA - cum- Addl. Secretary to Government

Memo No. 17256 W. dated 3.12.17  
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.

*[Signature]*  
5/12/2017  
FA - cum- Addl. Secretary to Government

Memo No. 17257 W. dated 3.12.17  
Copy forwarded to All Departments / Managing Director, OB & CC Ltd, Bhubaneswar / Managing Director, OCC Ltd, Bhubaneswar for information and necessary action.

*[Signature]*  
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.

*[Signature]*  
5/12/2017  
FA - cum- Addl. Secretary to Government

Memo No. 17259 W. dated 5.12.17  
Copy forwarded to the Principal Accountant General (ASE), Odisha, Bhubaneswar / Principal Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

*[Signature]*  
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.

*[Signature]*  
5/12/2017  
FA - cum- Addl. Secretary to Government

For MECHN: MINES & MINERALS  
RESOURCES PVT. LTD.

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MANAGING DIRECTOR

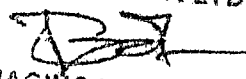
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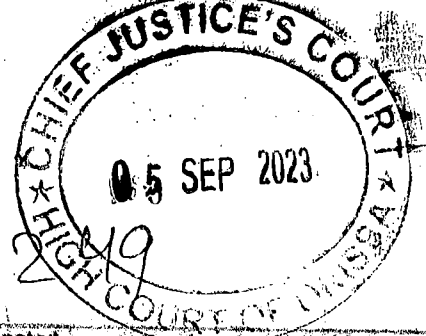
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**ANNEXURE-I****Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids**

	<b>Cost of Tender Paper</b>	<b>Earnest Money Deposit on submission of bids</b>
<b>Government Departments</b>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<b>State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies</b>	<p>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</p>	<p>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 bidders</p>

For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

  
MANAGING DIRECTOR



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.

*John*

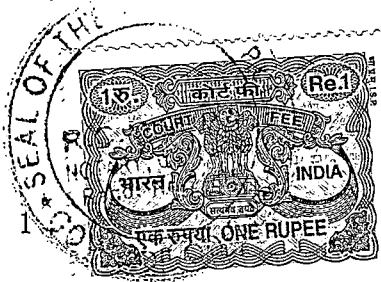
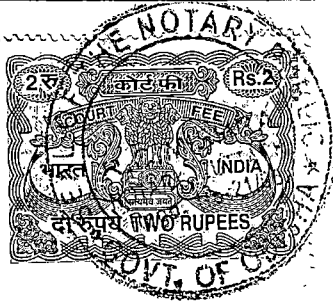
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For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

*[Signature]*  
MANAGING DIRECTOR

True Copy Attested

*[Signature]*  
Advocate



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**IN THE HIGH COURT OF ORISSA : CUTTACK**

**W.P.(C) NO.29529 OF 2023**

Sri Ajay Kumar Prusty ..... **Petitioner**

Vrs.

State of Odisha and Others ..... **Opp.Parties.**

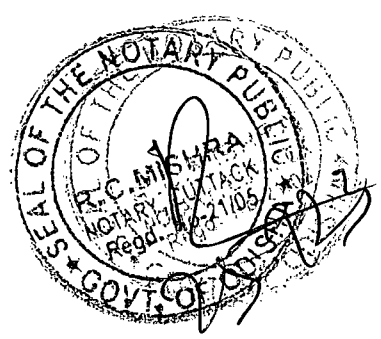
**COUNTER AFFIDAVIT FILED ON  
BEHALF OF OPP. PARTY NO.3.**

I, Bhabani Shankar Chayani, aged about 59 years, S/o. Late Damodar Chayani, at present working as Collector and District Magistrate, Cuttack, At/P.O./Dist. Cuttack, Odisha; do hereby solemnly affirm and state as follows:

1. That I am working as Collector and District Magistrate, Cuttack, At/P.O./Dist. Cuttack, Odisha, Opp.Party No.3. I have gone through the writ petition and understood the contents made thereof. I am otherwise acquainted with the facts of the present case and competent to swear this affidavit.

2. That the present Writ petition as laid is not maintainable and is liable to be dismissed.

*Bhabani Shankar Chayani*



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3. That the present Writ Petition is also devoid of merit and therefore is liable to be dismissed .

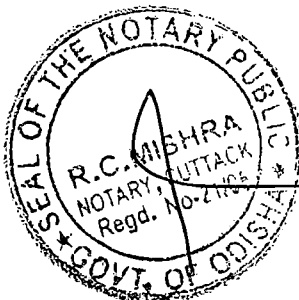
4. That the Writ petition as laid is not maintainable either in facts or in law and wholly misconceived.

5. That the present writ application was filed by the petitioner inter-alia challenging the illegal and arbitrary decision of the Opp.Party No.3 vide order dtd.16.08.2023 under Annexure-1 in selecting the Opp.Party No.6 and office order dtd.17.08.2023 under Annexure-2 intimating therein the order dtd.16.08.2023 under Annexure-1 and the petitioner further prayed for issuance of work order in his favour.

6. That in reply to the averments made in paragraph No.1 of the writ petition, it is humbly submitted that the petitioner was an applicant for appointment of L-II Transport Contractor of Nischintakoli Block for the biennial year 2023-25 alongwith other two bidders namely Nityananda Sahoo and Meghna Mines & Minerals Resources Pvt.Ltd., Managing Director, Bikram Kumar Pradhan who is the Opp.No.6 in this writ petition.

Before opening of the Price Bid on 12.05.2023, the Petitioner has submitted a representation that one

Dhabani Shankar Charyani



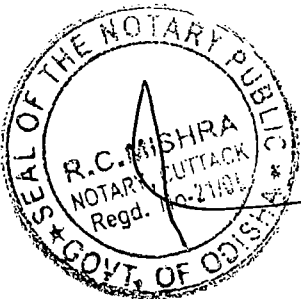
applicant named Meghna Mines & Minerals which is a partnership firm applied for L-II Transport Contractor under OSCSC Ltd., without signing the tender paper i.e. Page-12 and 32. As per Tender Paper guideline at page-13 clause 3.4 ,3.4.1.Tender Paper without any valid signature of tender can't be qualified to financial bid.

**Clause-3.4 and 3.4.1 signing of the Tender Papers stipulates that:**

Person or persons signing the tender papers shall state in what capacity, he/she is or they are signing the tender, e.g. as Sole Proprietor of a firm or as a Secretary/Manager/Director etc. of a Limited Company or as a Partner of a Partnership Firm. The allegation made by the Petitioner as regards Meghna Mines is Partnership Firm is false, it is a Private Limited Company and Bikram Kumar Pradhan is its Managing Director.

In fulfilling the conditions of the Clause-3.4 and 3.4.1, Sri Bikram Kumar Pradhan, Managing Director of the Company has submitted copy of its Memorandum and Article of Association and Resolution of the Company authorising him to sign the Tender documents. The representation of the Petitioner was heard by the District Level Tender Committee(DLTC) and after going through the

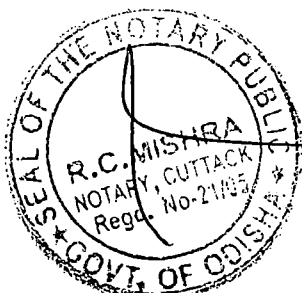
*Bhabani Shankar Choudhary*



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grievance of Petitioner and verified the documents and observed that, all required documents were signed, except two pages, which has been inadvertently skipped, keeping in view of such facts, the committee decided to consider the fact and allowed the bidder to qualify for a healthy competition in Price Bid round. After that, the Price Bid was opened and it was found that, the Opp. Party No.6 became the lowest one bidder who has quoted price below 14.99% of the Schedule of rate i. e Rs. 27.81 per quintal and the Petitioner alongwith Sri Nityananda Sahoo became 2<sup>nd</sup> lowest bidder, who have quoted price below 4.99% of the Schedule of rate i.e.Rs.31.08. As Meghna Mines & Minerals Resources Pvt. Ltd., who has quoted lesser price of Rs.3.27 than the petitioner and Sri Nityananda Sahoo became Lowest one bidder, so the District Level Tender Committee(DLTC) selected the Opposite Party No.6 as Level-II Transport Contractor of Nischintakoili Block for the biennial year 2023-25. Being aggrieved, the Petitioner filed a W.P.(C) bearing No.16691 of 2023 in this Hon'ble Court. This Hon'ble Court had passed an order dtd.19.05.2023 inter-alia directing the Opp. Party No.3 i.e the Collector, Cuttack to consider the representation filed by the petitioner under Annexure-3, and pass appropriate order in accordance with law within a period of three months from the date of production of certified copy of the order.

Bhabani Shankar Chanyani

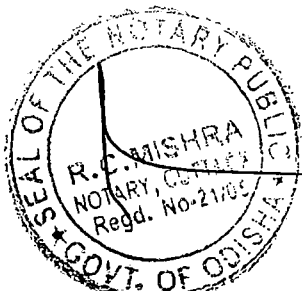


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Subsequently, the petitioner has filed another W.P (C) No.19001 of 2023 with a prayer to issue show cause as to why the decision making process adopted by the Collector, Opp. Party No.3 vide Order dated 1629 dtd.05.06.23 in approving the bid of Opp. Party No.6 who has violated terms of the tender shall not be quashed and the Order No.1649 dtd.05.06.2023 passed by the Opp. Party No.4 in issuing work order in favour of the Opp. Party No.6 shall not be declared as illegal, arbitrary and same shall not be quashed and the work order shall not be issued in favour of the petitioner. This Hon'ble Court vide Order dtd.28.06.23 arising out of W.P(C) No.19001 of 2023 directed the CSO-Cum-DM, OSCSC Ltd., to appear in person before this Hon'ble Court on 03.07.2023 to explain with regard to the letter dtd. 27.06.23, which was communicated to the office of the Advocate General. Accordingly, the CSO-Cum-DM has appeared before this Hon'ble Court and the above W.P (C) has been disposed of.

With due respect to the direction of this Hon,ble Court, the Collector, Cuttack has taken up hearing of the representation of the petitioner as well as heard both the parties and found that the Opposite party No.6, Meghna Mines & Minerals Resources Pvt. Ltd., has digitally signed all documents and uploaded the same in tendersodisha as per Clause

Bhabani Shankar Choudhary

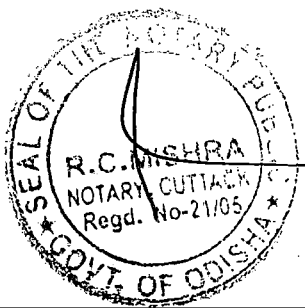


No.2.xiii. Signing of Tender: The bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000. As per Clause No.2. xv : The bidder has to digitally sign and upload the required bid documents one by one as indicated in tender document. In view of the findings, the representation of the Petitioner merits no consideration and hence rejected. As regards Clause-2(v), Clause-2(xii) and Clause-12(ii), the Opp.Paty No.6 has digitally signed all the documents and uploaded the same. It is an admitted fact that the Opp.Party No.6 has submitted bid without signing the tender paper i.e. Page No.12 and 32 respectively, whereas, the Opp.Party No.6 has digitally uploaded the bid document by signing all the documents.

Copy in support of digital signature is annexed herewith and marked as ANNEXURE:A/3.

It is further submitted that, the Petitioner was continued to supply the PDS commodities till completion of the hearing of his representation. Consequent upon disposal of the representation of the petitioner arising out of W.P(C)No.16691 of 2023 on 16.08.2023 the selection of the Opp.Party No.6 i.e. M/s. Meghna Mines and Minerals Resources Pvt.Ltd. has been allowed to function as Level-II Transport Contractor of Nischintakoili Block for the biennial year 2023-25 by

Dhabani Shankar Chandra



executing necessary agreement to avoid dislocation in PDS vide office order No.2480 dtd.17.08.2023.

This Hon'ble Court has passed order on 12.09.2023 in I.A. No.14190 of 2023 as an interim measures, it was directed that no third party interest shall be created till 27.09.2023. It is humbly submitted that prior to passing of order dtd.12.09.2023 by this Hon'ble Court, the Opp.Party No.6 i.e. M/s. Meghna Mines and Minerals Resources Pvt. Ltd has been working as Level-II Transport Contractor in Nischintakoili Block for smooth distribution of PDS Commodities.

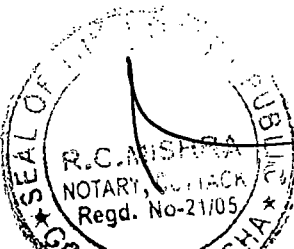
All other allegations/averments made in this paragraph are disputed and denied.

7. That the averments made in paragraph Nos.2 of the writ petition shall be dealt with at the time of hearing.

8. That the averments made in paragraph No.3 of the writ petition, this deponent has no comments to offer and the same shall be dealt with at the time of hearing.

9. That in reply to the averments made in paragraph No.4 of the writ petition, it is humbly submitted that it is an admitted fact that the Opp. Party No.6 has submitted bid without signing the tender paper i.e. Page Nos.12 and 32 respectively,

Dhabani Shankar Chaudhary



8- 257-

whereas, the Opp.Party No.6 has digitally uploaded the bid document by signing all the documents.

10. That the averments made in paragraphs No.5 to 8 of the writ petition shall be dealt with at the time of hearing.

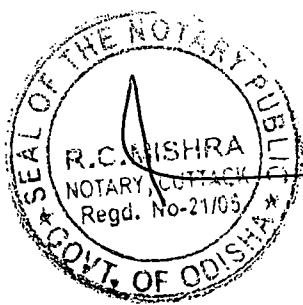
11. That in reply to the averments made in paragraph No.9 of the writ petition, it is humbly submitted that as per Clause-2(xiii) of the Tender document signing of Tender specifies that, the bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act,2000. In the present case the Opposite party No.6 has digitally signed the Tender document and uploaded the same.

All other allegations/averments made in this paragraph are disputed and denied.

12. That the averments made in paragraphs No.10 and 11 of the writ petition shall be dealt with at the time of hearing.

13. That in reply to the averments made in paragraphs No.12 and 13 of the writ petition, it is humbly submitted that as per Clause2(xiii) of the Tender document signing of Tender: specifies that, the

Dhabani Shankar Charyan



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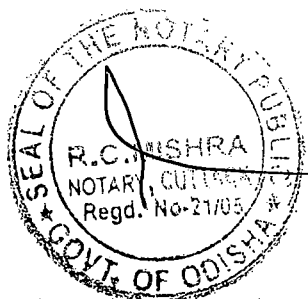
bidder shall digitally sign on all statements, documents and certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act, 2000. Clause 2(xv) also specifies that, the bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. In the present case the Opp.Party No.6 has uploaded all the required documents and also digitally signed the same.

It is an admitted fact that the Opp.Party No.6 has submitted bid without signing the tender paper i.e. Page No.12 and 32 respectively, whereas, the Opp.Party No.6 has digitally uploaded the bid document by signing all the documents.

All other allegations/averments made in this paragraph are hereby disputed and denied.

14. That in reply to the averments made in paragraph No.14 of the writ petition, it is humbly submitted that as per Clause -2(v) of tender document Fees & Earnest money deposit shall be in shape of payment through online system only through a process as per works Department office memorandum vide Letter No. 17254 dated 05.12.2017 failing which the bid shall be rejected. In the instance case, the Petitioner has furnished the tender document fees and

Dhabani Shankar Charyam



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EMD as per works department office memorandum.

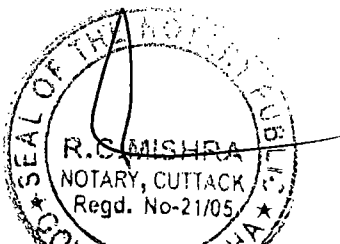
**As per Clause-xvii(a) Signing of Tender:**

The prospective bidder can download the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off-line and uploaded the completed bid with his/her signature at his convenience within the due date and time of submission. In the instance case the prospective bidder has downloaded the tender from website and uploaded the completed bid with digital signature within the due date and time of submission.

**Clause.12-Evaluation of Tender(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. In the instant case, the Opp. party No.6 has not failed to comply requirement of the tender document as regards allegation of petitioner of not signing of tender paper at page-12 and page-32, it submitted that, the Opp. party No.6 has signed digitally and uploaded the tender papers and all required documents, unless it is signed, no paper can be uploaded in tendersodisha.

*Bhabani Shankar Chayoni*



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15. That the averments made in paragraph No.15 of the writ petition are disputed and denied.

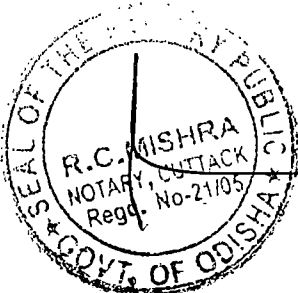
16. That the averments made in paragraph No.16 of the writ petition are disputed and denied. It is humbly submitted that the Petitioner was appointed as a Level-II Transport Contractor for biennial year 2021-23 and continued as such on extension basis till 16<sup>th</sup> August 2023. It is not a fact that the Collector has not considered the objection of the Petitioner. Besides this it is submitted that, the Petitioner alongwith one Nityananda Sahoo are the 2<sup>nd</sup> lowest bidder who has quoted higher price of Rs.3.27 per quintal than the Opp.No.6.

All other allegations/averments made in this paragraph are hereby disputed and denied.

17. That the averments made in paragraph No.17 and 18 of the writ petition shall be dealt with at the time of hearing.

18. That in the facts and circumstances stated above, the writ petition has absolutely no merit and is liable to be dismissed and the petitioner is not entitled to reliefs as prayed for.

Bhaban Shankar Choudhary



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19. That this deponent craves liberty of this Hon'ble Court for filing further affidavit(s) if necessary.

20. That the facts stated above are true to my knowledge, based on official records.

Identified by:

*Atanu Kumar Das*  
Advocate's Clerk,  
A.G. Office.

*Bhabani Shankar Chayan*  
DEPONENT  
25.09.23  
Collector, Cuttack

### CERTIFICATE

Certified that due to non-availability of cartridge papers, thick papers have been used.

CUTTACK,  
DTD.25 .09.2023

*[Signature]*  
ADDL. GOVT. ADVOCATE

Solemnly affirm on oath by the Deponent  
at Cuttack on...*28.9.23*...being identified  
by *Au-Des*...  
Advocate/Adv's Clerk/S.O., AG's office/Notary  
Personally, that the facts stated above are  
true to the best of his/her knowledge.

*[Signature]*  
RAMA CHANDRA MISHRA, NOTARY  
CUTTACK TOWN, REGD. No-21/05

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ANNEXURE-A3

Company's Legal Status:	Others	Company Category :	Others
Title :	Mr	Contact Name:	BIKRAM KUMAR PRADHAN
DOB (Date Of Birth):	29-Jan-1969	Designation :	MANAGING DIRECTOR
Correspondence Email:	pradhanbk69@gmail.com	Phone :	91 - 0674 - 2555882
Mobile:	91-9437015501		

Bank Response On Payment Details	
eProcurement Ref. Number :	4348902129110
Bank / UTR Number :	5348745
Bank Name :	ICICI BANK
Status :	Success
Tender Fee in ₹ :	5,900
EMD Fee in ₹ :	3,27,182
Total Fee in ₹ :	3,33,082

Bidder GSTIN Details		
S.No	State Code	GST Code
1		21AADCM9642G1ZL

Bid Documents		
S.No	Packet Type	File Name
1	Fee/PreQual/Technical	TECHNICALBIDDOC.pdf
2	Finance	BOQ_434890.xls

Document Digital Signature

Signed By : BIKRAM KUMAR PRADHAN  
Signed Date : 03-May-2023 02:16 PM

X Close

GES PRIVATE LIMITED
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Size (KB)	File Hash
26270.00	Ew0JIZKJBCAIP7HITeI6T1U/rN4=
267.00	tOwwVao6lQIS8qJItQNX+PcPSiy=

Thanks  
Tender Inviting Authority

The Copy of the Bid Documents is available for download from the website of the Tender Inviting Authority.

M-263-



Document Digital Signature

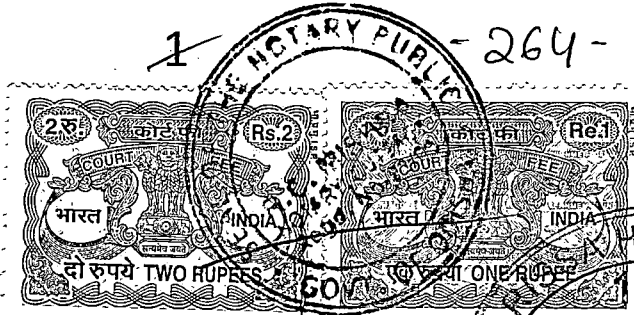
Signed By : BIKRAM KUMAR PRADHAN  
Signed Date : 03-May-2023 02:16 PM

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62

Collector, Cuttack

[illegible]



IN THE HIGH COURT OF ORISSA, CUTTACK

W.P. (C) No.29529 OF 2023



Sri Ajay Kumar Prusty

..... Petitioner

- VERSUS -

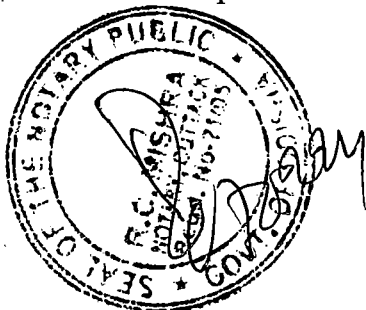
State of Odisha and others

..... Opp.Parties.

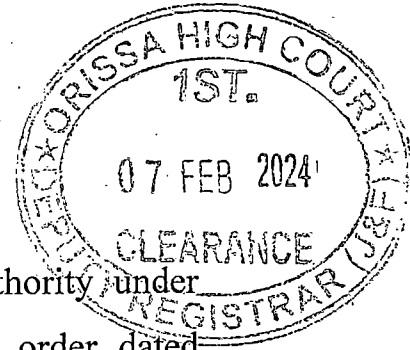
**REJOINDER AFFIDAVIT FILED BY THE PETITINER TO THE  
COUNTER AFFIDAVIT FILED BY OPP.PARTIES.**

I, Sri Ajay Kumar Prusty, aged about 52 years, S/o-Late Rama Chandra Prusty, resident of Santapur, P.O/P.S – Nemala, Dist – Cuttack, do hereby solemnly affirm and state as follows;

1. That I am the petitioner in this case and competent to file the Rejoinder Affidavit.
2. That the petitioner has filed the present writ petition challenging the illegal, arbitrary, unfair and unreasonable decision of the authority i.e. Opp.Party No.3 vide order dated 16.8.2023 under Annexure-1 in selecting Opp.party No.6 bid vide office order dated 17.08.2023 Annexure-2 allowing the opp.party N0.6 to function as Level-II Transport Contractor in Nischintikoili Block for the year 2023-25 in violation of the mandatory tender conditions i.e. clause 2(iv). 2(xii), 12(ii), clause 3.4., & 3.4.1 and rejected the representation of the petitioner dated 12.05.2023 (Annexure-5) and without considering



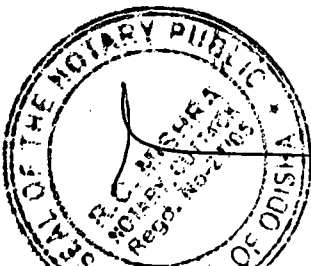
2 - 265 -



the notes and submission submitted before the authority under (Annexure-10). The petitioner has prayed that the order dated 16.08.2023 (Annexure-1) in approving the bid of op.no.6 awarding the contract in favour Opp.Party No.6 to be declared illegal, arbitrary and same shall not be quashed being violative of Article 14 of the Constitution of India; Further the opp.party No.4 vide letter dated 17.8.2023 intimated the Superintendent of the Hon'ble High Court that they have complied the order dated 19.05.2023 passed in W.P.(C) No.16691/2023, which is not correct. Rather to frustrate the order of this Hon'ble Court the op.party at page 7 of the counter affidavit they have stated that before passing of the order dated 12.09.2023 the op.party No.6 is given work order, whereas, same has not been disclosed in the letter dated 17.8.2023.

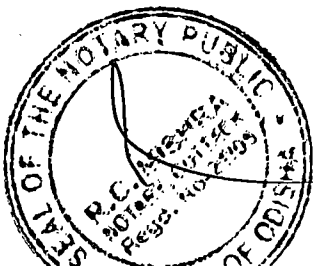
3. That the op.party No.3 has filed counter affidavit to the writ petition and I have gone through the contents of the same and giving reply as under:
4. That before giving para-wise reply to the counter affidavit, this Deponent submits the factual facts as under:
5. The opp.party No.4 invited tender on 17.04.2023 for Level-II Transport Contractor in Nischintikoili Block for the year 2023-25 (Annexure-3). The petitioner participated in the bid alongwith two bidders. But the authority in violation of the tender conditions qualified the bid of Opp.Party No.6 in proceeding dated 04.05.2023 which was approved by the collector. (Annexure-4). Petitioner filed

*Atyay Kumar Prusty*



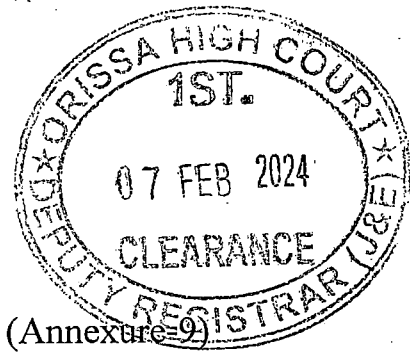
representation on 12.5.2023 (Annexure-5) to disqualify the bid of op.party no.6 for violation of tender conditions but the authority did not heed to the representation of the petitioner as such, the petitioner filed W.P.(C) No.16691 of 2023 challenging the decision of the authority in selecting the bid of Op.Party No.6 and vide order dated 19.05.2023 the authority was directed to consider the representation of the petitioner and pass appropriate order in accordance with law within a period of three months.(Annexure-6). But without complying the order dated 19.05.2023 the opp.party no.4 issued works order to opp.party no.6 vide order dated 5.6.2023 (Annexure-7). Petitioner filed W.P.(C) No.19001/2023 challenging the order dated 5.6.2023 awarding the work to opp.party No.6 without complying the order dated 19.05.2023 and vide order dated 28.06.2023 notice was issued for personal appearance and the authority stated that the order dated 5.6.2023 has been recalled and this Hon'ble Court vide order dated 03.07.2023 disposed of the writ petition. (Annexure-8).

6. That in pursuance to the order dated 19.05.2023 passed in W.P.(C) No.16691 of 2023 the opp.party No.4 heard the representation of the petitioner. The petitioner submitted that the opp.party No.6 has not signed in page 12 and 32 of the tender document which is admitted before the Op.Party No.4. The tender committee held that they have verified the documents of the op.party No.6 that all required documents were signed except one or two pages which is



*H. K. Kumar Prasad*

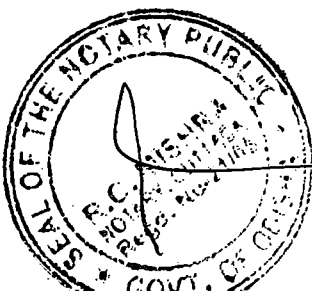
4-267-



inadvertently skipped and vide order dated 7.7.2023 (Annexure-9) held that the opp.party no.6 is qualified in the technical bid. Thereafter, petitioner filed appeal before the Collector against the illegal order dated 7.7.2023 in selecting the bid of the opp.party No.6, which is illegal, arbitrary and contrary to the tender conditions as well as principle of law decided by this Hon'ble Court in similar case in Mukesh Kumar Agarwal vs. State of Odisha in W.P. ( C) No.18325 of 2023 and requested the authority to reject the bid of opp.party No.6 in violation of the tender conditions i.e. Clause-2(iv), Clause 2(xii) clause 12 (ii). The petitioner submitted notes and submission (Annexure-10) with copy of judgment of this Hon'ble Court before the Collector where in a similar case for violation of tender conditions, the bid of the bidder is declared illegal, arbitrary.

7. That vide order dated 16.8.2023 the Collector held that the op. party No.6 has digitally signed and updated all required statements, documents in conformity with the clauses and tender committee has rightly selected the bid of opp.party No.6. The op.party No.3 has filed Annexure-A/3 as digital signature of op.party No.6 and contended that the op.party No.6 has digitally signed all the documents, which is contradicts the documents uploaded by the opp.party No.6. It is submitted that the issue is the opp.party No.6 has not signed the tender paper at page 12 and 32 which is against terms and conditions of the tender. Further even if digital signature under Annexure-A/3 is taken into account there is no digital

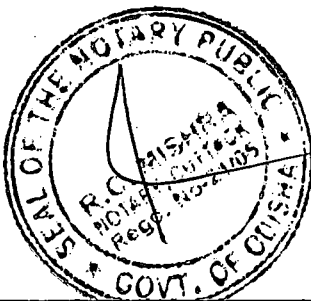
Atyap Kumar Anand



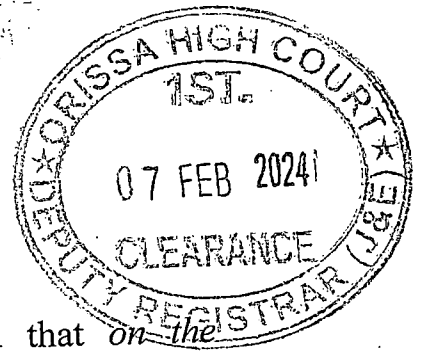
signature in every uploaded documents. As such, selecting the bid of opp.party No.6, is arbitrary, unreasonable and favoritism to op.party No.6 who has not complied the terms and conditions.

8. That further, the Collector while passing the order under Annexure-1 has not followed the principle as decided by this Hon'ble Court and ignored the principle laid down by this Hon'ble Court which is challenged in this writ petition.
9. That the averments made in paragraph-6 of the writ petition is denied and disputed except which relates to valid records. It is humbly that at page 12 and 32 of tender paper the op.party no.6 has not signed on the said pages in violation of the mandatory tender conditions i.e. clause 2(iv). 2(xii), 12(ii), clause 3.4. & 3.4.1. Clause 2-Bidding process and clause (iv) stipulates that *"Furnishing scanned copy of all required documents with his/her signature is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection."* Clause 2(xii)- Signing of tender (a) *The prospective bidder can down load the tender from the website anytime after issue of tender and save it in his system and undertake the necessary preparatory work off line and upload the completed bid with his/her signature at his convenience within the due date and time of submission.* Clause-12 Evaluation of tender and clause (ii) *failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete to which is liable for rejection.*

Ajay Kumar Prusty



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Further the op.party in this paragraph has stated that ~~on the~~ grievance of the petitioner "verified the documents and observed that, all required documents were signed except two pages, which has been inadvertently skipped, keeping in view of such facts, the committee decided to consider the fact and allowed the bidder for a healthy competition in price bid round.

Which clearly shows that the tender committee has violated the clause 2(iv), clause 2(xii) (a), clause 12 (ii) which is mandatory for qualification of the bidder.. As such, consideration of the bid of the op.party No.6 is not fair, unreasonable and malafide.

(A) The further allegation that, the opp.party No.3 heard both the parties and found that the op.party No.6 has digitally signed all documents uploaded the same in tender is not correct, whereas, at page 4 of the counter affidavit the tender committee has admitted that "all required documents were signed except two pages, which has been inadvertently skipped"

Further the averments that the op.party No.6 has not signed the tender paper at pg. 12 and 32 but stated that the op.party No.6 has digitally uploaded the bid documents (Annexure-A/3) by signing all the documents is false. Further the tender documents uploaded does not show any digital signature of Bikram Kumar Pradhan as Managing Director.

(B) That the averments that the petitioner was continued to supply PDS commodities till completion of hearing of his representation

Bikram Kumar Pradhan



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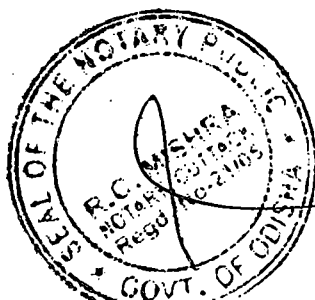
and consequent upon disposal of the representation of the petitioner on 16.08.2023 the selection of Opp. party no .6 is allowed to function as Level-II Transport Contractor executing necessary agreement to avoid necessary dislocation in PDS vide order dated 17.08.2023.

It is submitted that the selection of opp.party No.6 is predetermined as is evident from the order dated 5.6.2023 under Annexure-7. Further in Annexure-9 while disposing the representation of the petitioner, the tender authority has held that the opp.party No.6 has complied all the tender conditions which is contradictory statement as stated in the counter affidavit.

D). That the petitioner has filed notes and submissions before the Collector to declare the bid of op.party No.6 as illegal & arbitrary and the selection of op.no.6 to be cancelled. The petitioner in the note of submission under Annexure-10, has submitted the judgment of this Hon'ble Court dated 21.06.2023 in a similar case, M/s Mukesh Kumar Agarwal vs. State of Odisha and others where Civil Supplies Corporation ( CSC)-cum- District Manager, Odisha, State Civil Supplies Corporation, Nuapada District wherein this Hon'ble Court has quashed the selection process due to non compliance of tender conditions. But in the order dated 16.08.2023, the Collector has not discussed the judgment of this Hon'ble Court.

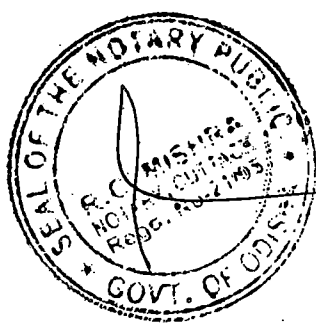
E). Further averments that this Hon'ble Court has passed order on 12.09.2023 in I.A.No.14190 of 2023 as an interim measures, no third

Agar Kumar Agarwal



- party interest shall be created till 27.09.2023 and prior to passing such order work order is already issued. It is submitted that office order dated 17.8.2023 is addressed to the Superintendent, Hon'ble High Court of Orissa. Regarding compliance of order dated 19.05.2023 of this Hon'ble High Court regarding disposal of the representation of the petitioner and copy of order dated 16.8.2023 of the Collector. This Hon'ble Court has specifically directed that no third party interest shall be created till 27.9.2023. The opp.party no.3 has not submitted the work order when issued to the opp.party No.6. The averments that prior to passing the order dated 12.9.2023, the opp.party no.6 is working but there is no such documents filed. Further the order was issued illegally on 5.6.2023 under Annexure-7 to the opp.party No.6 which was recalled vide order No.1857 dated 30.06.2023 under Annexure-A/4 to the show cause affidavit. As such, in violation of the terms and conditions of the tender, the work order issued in favour of opp.party No.6 is illegal, arbitrary and same is liable to be quashed.
10. That in reply to the averments made in paragraph-9 of the counter affidavit, it is submitted that the authority has admitted that the opp.party no.6 has submitted bid without signing the tender page 12 and 32 and in this view the bid of opp.party No.6 is to be rejected and the order dated 16.8.2023 is liable to be quashed.
11. The averments made in paragraph-11 of the counter affidavit is denied and disputed. It is submitted that the authority has issued

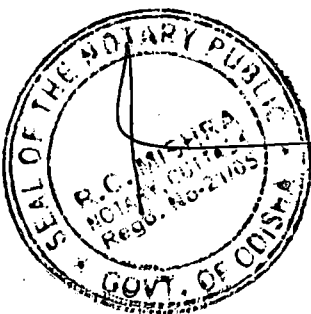
*Arjun Kumar Prusty*



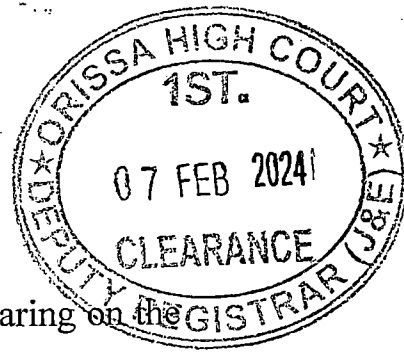
work order in favour of op.party No.6 and violated clause 2(iv), 2(xii) and clause 12(ii) of the tender conditions. As such, selecting the bid of opp.party No.6 is illegal, unreasonable and work order issued in favour of opp.party No.6 is liable to be quashed.

12. The averments made in paragraph-13 of the counter affidavit is denied and disputed. It is submitted that the authority has not followed the relevant clauses of the tender which is mandatory and non compliance thereof, the order dated 16.8.2023 in selecting the bid of op.party No.6 to declared illegal, arbitrary and same is to be quashed.
13. That the averments made in paragraph-14 of the counter affidavit is denied and disputed. The opp.party no.3 has admitted that the opp.party No.6 has not signed the tender page 12 and 32, which is violation of clause 2(iv),2(xii) and clause 12(ii), as such selection of bid of op.party No.6 is illegal and arbitrary.
14. That in reply to the averments made in paragraph-15 of the counter affidavit it is submitted that the averments made in paragraph-15 of the writ petition is true and same will be decided by this Hon'ble Court.
15. That the averments made in paragraph-16 of the counter affidavit, it is submitted that the averments made in paragraph-16 of the writ petition are true and the op.party no.3 in violation of the terms of tender has selected opp.party no.6 which is illegal, arbitrary.

Ajeeta Kumar Prusty



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16. That the Deponent begs to submit more at the time of hearing on the leave of this Hon'ble Court.
17. That the counter affidavit filed by opp.party No.3 has absolutely no merits and is liable to be dismissed in violation of the terms and conditions of the tender.
18. That In view of the submissions made, the present Writ Petition merits to be allowed.
19. That the averments made in the counter affidavit, which have not specifically denied by the petitioner, be deemed to be denied the same. The petitioner reserves his right to adduce more at the time of hearing on the leave of this Hon'ble Court.
20. That the facts stated above are true to the best of my knowledge and belief.

IDENTIFIED BY

Advocate

*Ajaya Kumar Prusty*

DEPONENT

Certificate

Certified that due to non availability of cartridge paper this has been typed in thick white paper.

*P. Chandra Nayak*  
ADVOCATE.

PRABODHA CHANDRA NAYAK

B.C.NO.0279/2007,9438176146

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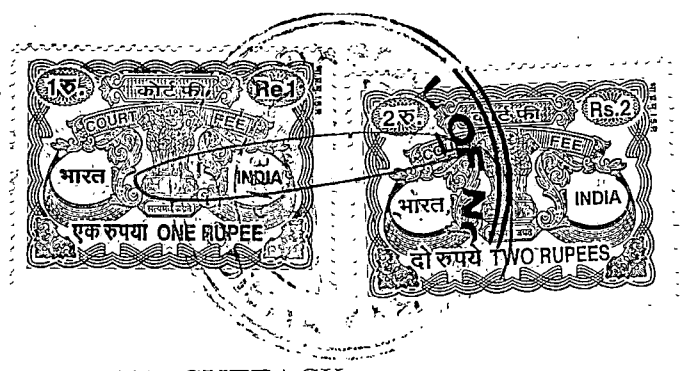
DATE: 7.2.2024

Solemnly affirm on oath by the Deponent at Cuttack on 07.02.2024 being identified by *P. Chandra Nayak* Advocate/Adv. S. O., AD's office/Notary Personally, that the facts stated above are true to the best of his/her knowledge.

*P. Chandra Nayak*  
RAMA CHANDRA MISHRA, NOTARY  
CUTTACK TOWN, REGD. No-21/25



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IN THE HIGH COURT OF ODISHA, CUTTACK

W.P.(C) No. 29529/2023

Ajaya Kumar Prusty

..... Petitioner.

-Versus-

State of Odisha and others

.... Opposite Parties.

COUNTER AFFIDAVIT BY THE OPPOSITE PARTY- 2

I, Ms. Jigyan Mishra, aged about 44 years, daughter of Late Bhagirathi Mishra, at present Manager (Law), Odisha State Civil Supplies Corporation Ltd., Plot No.-C/2, Nayapalli, Bhubaneswar-12, Dist.: -Khordha do hereby solemnly affirm and state as follows: -

SUSRITA SAHOO  
E-0 - 464/2023  
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1. That I have been duly authorized by Opp. Party no.2 to swear this affidavit.
2. I have gone through the contents of the above noted writ application and having understood the same, filing this counter affidavit.
3. That the Writ Petition as laid is not maintainable either in facts or in law and wholly misconceived, therefore, same is liable to be dismissed.
4. That the present Writ application is filed by the petitioner challenging the decision of the Opp. Party No.3 vide order dt.16.08.2023 under Annexure-1 in selecting the Opp. Party No.6 and Office Order dated 17.08.2023 under Annexure-2 intimating therein the order dt.16.08.2023

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

16-8-2024

under Annexure-1 and petitioner further prayed for issuance of work order in his favour.

5. It is humbly submitted that, the present answering opposite party i.e. the Corporation Head Office formulates the Sample Tender Documents for appointment of Level-I, Level-II & Handling Contractor at the end of each biennial year on approval of the Chairman of OSCSC and communicates to all the Collectors and CCSO/CSO-cum-District Managers to float the same. Accordingly, for the biennial year 2023-25, the Sample Tender Documents along with guidelines were communicated to all districts vide Letter No. 3920 dt.20.03.2023 for appointment of Level-I, Level-II & Handling Contractor at district level. At Para-5 of the letter it is stipulated that the DLTC is constituted with following members for finalising the selection of Transport/ Handling Contractor.

a) Collector & District Magistrate	Chairman
b) District Labour Officer/Assistant Labour Officer	Member
c) District Social Welfare Officer	Member
d) Regional Transport Officer	Member
e) C/CSO-cum-District Manager, OSCSC Ltd.	Member

6. It is humbly submitted that, as per the definition of tender document under Technical Bid (Part-I), Tender Committee formed at the district level is responsible for opening of tender and finalization of Transport Contractors and to take decision on all the related matters as per clause

Surendra Prasad Dhar

Advocate

NOTARY SEAL

no- I (f) of Level-I & Level-II tender document and clause- I (g) of Handling Contractor tender document. As per point G (6) of Guidelines/instructions attached with the Office letter No.3920 dt.20.03.2023, the proceeding of the committee shall be approved by the Chairman of the Committee and sent to Corporation Head Office for approval only in case the rate quoted by the tenderer is at Above Schedule of Rate (ASoR).

The copy of letter No. 3920 dt.20.03.2023 is annexed herewith as

Annexure-A/2.

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7. It is humbly submitted that, the District Office, Cuttack has floated the e-tender. The role of present answering opposite party i.e. Managing Director, OSCSC Ltd. is limited only to approve the rate in case it is forwarded by the DLTC with a proposal to approve the same when the rate is ASoR. Accordingly, Managing Director, OSCSC Ltd. has limited scope in floating of the tender by the District, in verification of the bid documents, in qualifying or dis-qualifying the technical bids of the participants and in opening of Financial Bid etc. till finalisation of tender process for which, it is expressly mentioned in all approval letters where the DLTC proposed for approval of ASoR, that the ASoR is approved provided the tender is in order and subject to Court order, if any.

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

8. It is humbly submitted that, in case the District office discovers the rate through the tender process which is equal to Schedule of Rate (SoR) or Below Schedule of Rate (BSoR), the District Level Tender Committee takes appropriate action at their level for appointment of Transport Contractors. Similarly, the Tender Calling Authority i.e. District office, in case, received single bid even after retendering, District Level Tender Committee opens and finalizes the tender process and sends the proposal to Head Office for final approval as next higher authority as per Clause No-11 (iv) of Level-I & Level-II tender document and Clause No-10 (iv) of Handling Contractor tender document read with works Department Memorandum No.16/w dt.01.01.2015. In case the rates quoted by the tenderers are found to be exorbitantly higher than the Schedule of Rate, the DLTC may go for re-tender under Clause 10.5. Only approved copy of the final selection of Transport / Handling Contractor is being sent to the Head office of OSCSC Ltd. for information and record.
9. It is humbly submitted that, In compliance to above instructions issued, the CCSO-cum-District Manager, OSCSC Ltd., Cuttack vide his letter No.1537 dtd.25.05.2023 forwarded the proceedings of opening of technical bid & financial bid and negotiation proposal to Corporation Head Office for necessary approval . The said proposal indicates that out of the total 17 units, in case of 11 units including the

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

Unit under question i.e. Nischintakoili Block have discovered rate at BSoR and ASoR in case of remaining 06(Six) units. On the above proposal of the CSO-cum-District Manager, OSCSC Ltd., Cuttack, instructions were issued to him vide letter No.8838 dtd.16.06.2023 by communicating that DLTC is competent to approve the rates in case of BSoR & to take appropriate step at his level if it is otherwise procedurally followed and confirm all tender conditions & clauses, observing all formalities, extant guidelines and Court order in respect of 11 units including the Unit under question i.e. Nischintakoili Block. Due to negotiated "Above Schedule of Rate" (ASoR) in case of remaining six units, instructions were issued for further negotiation.

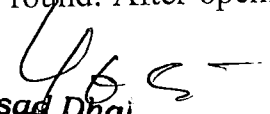
Copy of letter No. letter No.1537 dtd.25.05.2023 is annexed as

**Annexure-B/2.**

Copy of letter No. letter No. 8838 dtd.16.06.2023 is annexed as

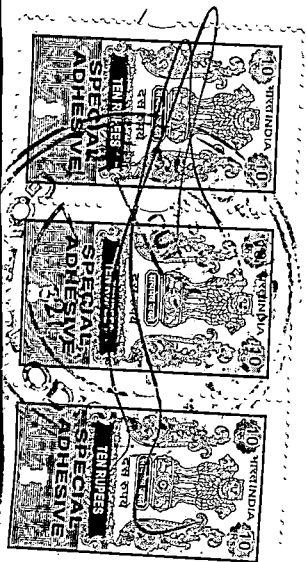
**Annexure-C/2.**

10. It is humbly submitted that the District Collector in its Counter has stated that, for Nischintakoili Block three numbers of prospective bidders participated in e-tender process namely Nityananda Sahoo, Ajay Kumar Prusty (petitioner) and Meghna Mines and Minerals Resources PVT. Ltd. (OP. No.6). The Opp. Party No.6 uploaded all the required documents through online mode and such documents were digitally signed by him except two pages i.e. Page-12 and 32. The DLTC allowed the O.P No.- 6 to qualify for a healthy competition in Price Bid round. After opening of

  
**Surendra Prasad Dhai**  
 Advocate  
 NOTARY, CUTTACK

price bid, the DLTC found that, the O.P No.-6 was lowest bidder who has quoted price below 14.99% of Schedule of rate i.e. Rs. 31.08 and accordingly the DLTC selected the O.P No.-6 as Level-II Transport Contractor of Nischintakoili Block for biennial year 2023-25. The District Level Tender Committee acts at their level for appointment of Transport Contractors.

11. It is humbly submitted that, as per the sample tender circulated by this answering opposite party vide letter No. 3920 dt.20.03.2023, DLTC is empowered to allow/disallow/cancel the tender as per terms and condition of the TCN.
12. That the facts stated above are true to the best of my knowledge and based on official records.



Jigyan Mishra.

Identified by: J Pradhan

DEPONENT

*[Signature]*  
Adv

CERTIFICATE

Certified that due to want of Cartridge papers this affidavit is typed on

thick white papers.

Cuttack.

Date: 06.05.2024.

The above named Deponent  
Solemnly affirm on.....  
..... Being Identified Advocate  
by.....

*[Signature]*  
Surendra Prasad Dha  
Advocate  
NOTARY, CUTTACK

FAX	EMAIL	WEB	SMS
RP	SP	OP	LOCAL

# ODISHA STATE CIVIL SUPPLIES CORPORATION LTD



(A Govt. of Odisha Undertaking)

REGISTERED OFFICE: C/2, NAYAPALLI, BHUBANESWAR-751012.

CIN: U51211OR1980SGC00084

Tel No: 0674-2395391, Fax No: 0674-2395291, website: [www.oscsc.in](http://www.oscsc.in)

Letter No. OSCSC-PDS-PDS-0110-2022/3920

Dated: 20.3.23

To

All Collectors.

Sub: - **Appointment of Level-I & Level-II Transport Contractors and Handling Contractors for the biennial 2023-25.**

Madam/Sir,

In inviting a reference to the subject cited above, I am directed to say that the appointment of Level-I & Level-II Transport Contractors and Handling Contractors through e-tendering process for biennial 2023-25 is to be in the system before expiry of existing contractors' tenure. Hence, it is decided to adopt e-tendering system for appointment of above contractors for the biennial 2023-25.

2. The e-tendering system may be floated as has been done in the previous tendering process.
3. The sample tender documents for appointment of above 03 categories of contractors for the biennial 2023-25 is enclosed herewith.
4. **New Level-I & Level-II Transport Contractors and Handling Contractors will be appointed for a period from 1<sup>st</sup> April 2023 till 31<sup>st</sup> March 2025.**
5. District Tender Committee shall be constituted with the following members in finalizing the selection of the Transport / Handling Contractor.

a) Collector & District Magistrate	Chairman
b) District Labour Officer / Assistant Labour Officer	Member
c) District Social Welfare Officer	Member
d) Regional Transport Officer	Member
e) C/CSO-cum-District Manager, OSCSC Ltd.	Member Convener

Collector may nominate any other Officer as member of the Committee, as s/he thinks fit.



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6. The Guidelines / Instructions for finalization of tender process for biennial year 2023-25 is enclosed at **Annexure-I**. These Guidelines / instructions shall be referred for smooth conduct of tender.
7. Sample Tender Call Notice for biennial year 2023-25 is also enclosed at **Annexure-II** for publication in local edition of at least 02 Odia dailies widely circulated in the district. The notice shall also be displayed in the Notice Board of the Collectorate, Office of the Sub-Collector, all BDOs of the district & CCSO/ CSO-cum-DM, OSCSC Ltd. etc.
8. The Sample Tender Paper for biennial year 2023-25 consists of Notice Inviting Tender (NIT) - **Annexure-III**, Detailed Tender Call Notice (DTCN) - **Annexure-IV** and Bill of Quantity (BoQ) - **Annexure-V** which are enclosed herewith. This will also be available in the Corporation website ([www.oscsc.in](http://www.oscsc.in)) under the link "Sample Tender Document for Appointment Transport / Handling Contractor". Necessary information required to be filled in the Tender Paper like district name, district website, dates, places, Schedule of Rates, Bill of Quantity etc. may be duly filled up / prepared before publishing / uploading the same.
9. The duly filled in E-tender documents for the biennial year 2023-25 shall be uploaded in the web portal i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) by the district office. The completed tender documents with required enclosures uploaded by intending tenderer will be received online through the above website. Besides, the tender documents may be hosted in the website [www.oscsc.in](http://www.oscsc.in), [www.foododisha.in](http://www.foododisha.in) along with district website for wider publicity.
10. **The Schedule of Rates shall be determined before floating of E-tender and shall be indicated in the Tender Document for the biennial year 2023-25.**
11. Selected tenderers shall execute an agreement before transportation / handling of stock. The Sample Agreement Paper is being sent separately.
12. Handling Contractor shall be appointed for RRC-cum-DSCs irrespective of its management by OSCSC/OSWC/CWC/PEG except the PEG godowns where the godown owner is undertaking the handling work.
13. Prudent tagging of Blocks / ULBs with RRCs:-



(a) As experienced in the past, District Managers are severally requesting for retagging of Blocks / ULBs with RRCs after finalization of tender which involves financial implication. Hence, prudent tagging of Blocks / ULBs with RRCs shall be made considering economy in transportation and proper utilization of godown capacity before finalization of tender conditions.

(b) Only in case of exigencies like natural calamities, closure / opening of new RRCs, new retagging arrangement may be made considering economy in transportation and proper utilization of godown capacity with prior approval from Head Office.

14. Sri Asutosh Das, Finance Expert, PMU - TPDS is the Nodal Officer (Mobile No-9438423263) for the above e-tender. District office may contact State Procurement Cell (No.0674-2530998 / 18003456765) / G.M. (PDS) Mobile No. 9438200029 / 9438609747 / Company Secretary (Mob.-9437100535) and Sri Deepak Ku. Bisoi (Mob.9861814182), IT Cell of Head Office may also be contacted.

It is, therefore requested to kindly complete the e-tender process immediately so as to ensure new contractors in place before the expiry of tenure for the biennial year 2021-23.

**Enclosure:**

- |                                                                                 |                        |
|---------------------------------------------------------------------------------|------------------------|
| (i) Guideline/Instructions for finalization of tender for biennial year 2023-25 | - Annexure-I           |
| (ii) Sample Tender Call Notice for biennial year 2023-25                        | - Annexure-II          |
| (iii) Sample Tender Paper for biennial year 2023-25 (NIT, DTCN & BoQ)           | - Annexure-III, IV & V |

Yours faithfully,

General Manager (PDS)

Memo No. 3921 /Dt. 20.3.23

**Copy submitted to:**

1. The P.S. to Principal Secretary to Government, FS & CW Department, Bhubaneswar for kind information of Principal Secretary.
2. The Special Secretary to Government, FS & CW Department, Bhubaneswar for kind information.

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3. All CCSO/CSO-cum-District Managers, OSCSC. Ltd. It is requested to complete the e-tender process immediately so as to new contractors could be in place before the expiry of tenure for the biennial year 2021-23.
4. I.T Cell, OSCSC Ltd, Bhubaneswar for information.

  
General Manager (DPS)

10/11/2020

31/12/20

**GUIDELINES / INSTRUCTIONS FOR FINALIZATION OF TENDER**

**Level-I / Level-II Transport Contractor / Handling Contractor**

Following Guidelines / instructions shall be followed meticulously by the CCSO/CSO-cum-District Manager, OSCSC Ltd. for smooth selection and appointment of Level-I / Level-II Transport Contractor / Handling Contractor through e-tendering system. CCSO/CSO-cum-District Managers are expected to go through the sample e-tender documents carefully.

**A. CALCULATION OF SCHEDULE OF RATES, ESTIMATED CONTRACT VALUE & SECURITY DEPOSIT:**

- i) The CCSO/CSO-cum-District Manager, OSCSC Ltd. shall calculate the Schedule of Rates, Estimated Contract Value & Security Deposit separately as per the norms given in the tender paper.
- ii) The Collector shall approve the above Schedule of Rates & Estimated Contract Value before publication of the same in the tender paper.

**B. PUBLICATION OF TENDER CALL NOTICE:**

Tender Call Notice duly filled in shall be published in local edition of at least 02 Odia dailies widely circulated in the district.

The Tender Call Notice shall be displayed in the Notice Board of the Collectorate and office of the Sub-Collector, all BDOs of the district & CCSO/ CSO-cum-DM, OSCSC Ltd.

**C. TENDER DOCUMENT:**

The tender document consists of Notice Inviting Tender (NIT), Detailed Tender Call Notice (DTCN) & Financial Bid (Bill of Quantity: BoQ). NIT & DTCN both in pdf format and protected templet of Bill of Quantity (BoQ) in excel (.xls) format are being sent through email to CCSO/ CSO-cum-DMs for further required action at their ends.

**D. FINANCIAL BID / BILL OF QUANTITY (BOQ):**

The tenderer shall quote the rate online in the prescribed BoQ uploaded by officer inviting tender. The templet BoQ developed is password protected and the same is being sent CCSO/CSO-cum-DMs through email. District office may prepare required no. of BoQs in the prescribed format only on making necessary entries in the format. After filling of the format, district office shall protect the BoQ sheet by setting their new password for security purposes, make necessary checks and upload in the e-tendering website [www.tendersodisha.com](http://www.tendersodisha.com). The protected BoQ has active cell for necessary filling by tenderer as to their name and quoted rate.

**E. HOW TO RECEIVE THE TENDER DOCUMENT:**

The duly filled in tender documents shall be uploaded in the web portal i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) by the district office. The completed tender documents with required enclosures uploaded by intending tenderer will be received online through the

above website. Besides, the tender documents may be hosted in the website [www.oscsc.in](http://www.oscsc.in), [www.foododisha.in](http://www.foododisha.in) along with district website for wider publicity.

**F. OPENING OF TENDER**

These instructions should be followed while opening of tender documents:

1. The tenderers who participated in the online tendering can witness opening of the tender from any system remotely logging on to the portal with the DSC. Tenderers are not required to be present during the tender opening to witness the process. But the tenderer 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 tenderer.
2. One attendance sheet shall be made and signed by all the Members of the committee. Sample copy is attached as **Annexure-A**.
3. One separate attendance sheet shall be prepared for the Tenderers / or their authorized representative present for the meeting. (The authorization letter of the authorized representative of the Tenderer shall be checked and collected from the representative, failing which they shall not be allowed to enter the meeting hall). Sample copy is attached as **Annexure-B**.
4. All the documents attached with the Technical Bid shall be checked according to the checklist attached to the tender paper. The committee shall verify the self-attested copies attached to the tender paper along with the original document to be produced by the tenderer or his/her authorized representative.
5. The committee shall record the result of their verification in a separate sheet and put their signature on the said sheet for further action. An indicative sheet is attached at **Annexure-C**.
6. The committee shall satisfy themselves with the authenticity of the documents. The tenderers who have furnished all the documents asked for and the documents have been verified to the satisfaction of the committee shall be considered as qualified in technical bid. The Committee shall finalize qualified tenderers of Technical Bid and prepare a proceeding to that effect. **The proceeding of the committee shall be approved by the Chairman of the Committee.**
7. The Financial Bid of the tenderers qualified in the scrutiny of Technical Bid shall only be opened. No single technically qualified bid will be opened.
8. The tenderers qualified in the Technical Bid shall be communicated through e-mail/ SMS via web portal on the date of opening of Financial Bid.
9. All the tender papers along with documents downloaded and printout taken shall be preserved in the safe custody of the District Manager concerned for reference.

**G. OPENING OF FINANCIAL BID:**

The opening of Financial Bid shall be done on the date stipulated for the same. Only the tenderers qualified in scrutiny of Technical Bid shall be allowed to participate in the opening of Financial Bid.

1. One attendance sheet shall be made and signed by all the Members of the committee
2. One separate attendance sheet shall be prepared for the tenderers / or their authorized representative present in the meeting. (The authorization letter of the authorized representative of the tenderer shall be checked and collected from the representative, failing which they shall not be allowed to enter the meeting hall).
3. In the case two or more tenderers have quoted same lowest rate, the District Tender Committee shall call all the tenderers who have quoted the same lowest rates and decision will be taken only through a transparent **lottery system** as per conditions of Tender Paper.
4. The District Manager with the permission of Chairman shall prepare comparative statement of quoted rates (sample copy attached at **Annexure-D**). All the committee members including the Chairman shall put their signature on the comparative statement and prepare a proceeding to that effect.
5. After finalization of the transportation rate/ Handling Charges, statements showing the name of the Transport/ Handling Contractor & price approved shall be prepared. Sample copy attached at **Annexure-E**.
6. The Committee shall prepare a proceeding to that effect. **The proceeding of the committee shall be approved by the Chairman of the Committee and sent to Corporation Head Office for approval only in case the rate quoted by the tenderer is at Above Schedule of Rate.**
7. The hard copies of all downloaded tender papers along with documents shall be preserved in safe custody of the District Manager for reference.
8. Approved copy of the final selection of Transport / Handling Contractor shall be sent to the Head office of OSCSC Ltd. for information.

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**Annexure-A**

*Attendance Sheet of members present in the District Level Tender Committee meeting held  
in the office chamber of \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ AM/PM to finalise  
Technical Bid / Financial Bid – Level- I & Level-II Transport Contractor/ Handling Contractor*

<i>Sl No.</i>	<i>Name and Designation of the Officer</i>	<i>Signature of the Officer</i>
<i>1</i>	<i>Sri _____, (Name)</i> <i>_____ (Designation)</i>	
<i>2</i>		
<i>3</i>		
<i>4</i>		
<i>5</i>		

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**Annexure-B**

*Attendance Sheet for the Tenderers or their authorized representatives present in the District Level Tender Committee meeting held in the office chamber of \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ AM/PM to finalise Technical Bid / Financial Bid*

<i>Sl No.</i>	<i>Name and Designation of the Tenderer / Representative</i>	<i>Signature of the Tenderer / Representative</i>
<i>1</i>	<i>Sri _____, (Name)</i> <i>_____ (Name of the Agency)</i>	
<i>2</i>		
<i>3</i>		
<i>4</i>		
<i>5</i>		

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**STATEMENT ON DOCUMENT FILED IN THE TENDER PAPERS FOR APPOINTMENT OF LEVEL-I / LEVEL-II TRANSPORT CONTRACTOR/ HANDLING CONTRACTOR IN \_\_\_\_\_ DISTRICT.**

Sl No	Name of the Tenderer		Tender document fee and EMD payment details, copy of documents in support of deposit of Tender document fee and EMD	Self-attested copies of documents / certificates furnished													Affidavit on not black listed Annexure-4	Affidavit as to Family members/ Partner of the firm/ Director of the company Annexure-5	Affidavit in Annexure-7	Affidavit on use of vehicle of partner or Director	Verified with Original or not	Remarks
	Name of the Firm	Proprietor/ Partner/ Director		Registration of partnership firm / company	Annexure-1	Appendix-II duly filled in & signed	Power of Attorney in submitting the Tender Paper on behalf of the Partnership firm / Company	Statement of bank accounts for last 03 months	PAN No. & GS TIN No.	IT Return for the last three assessment years i.e. 2019-20, 2020-21 & 2021-22	List of two owned vehicle & copy of R.C. Book & valid Fitness Certificate	Registration Certificate under "The Carriage by Road Act' 2007" & "The Carriage by Road Rule' 2011	Capability Certificate from Bank Annexure-2	Experience Certificate Annexure-3 or Undertaking	Declaration on Appointment as Level-II Transport Contractor with Separate 02 Vehicles Annexure-{6/6(a) & 6(b) as applicable}	Signed copy of Corrigendum/A Addendum if any						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1																						
2.																						

Member

Member

Member

Member

Collector & Chairman

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**Annexure- D**

**ODISHA STATE CIVIL SUPPLIES CORPORATION, \_\_\_\_\_ DISTRICT  
COMPARATIVE STATEMENT OF FINANCIAL BID – LEVEL-I /LEVEL-II TRANSPORT  
CONTRACTOR/ HANDLING CONTRACTOR**

SI No.	Name of the Tenderer	Rate Quoted (In % of ASOR)			Remarks
		SOR	ASOR	BSOR	

**Member**

**Member**

**Member**

**Member**

**Collector & Chairman**

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**Annexure- E**

**ODISHA STATE CIVIL SUPPLIES CORPORATION, \_\_\_\_\_ DISTRICT**  
**STATEMENT OF APPROVED TRANSPORT RATE – LEVEL-I/ LEVEL-II TRANSPORT CONTRACTOR /HANDLING RATES**

<b>Name of the approved Level-I / Level-II Transport Contractor/Handling Contractor</b>	<b>Rate (SOR or % of ASOR or % of BSOR)</b>	<b>Remarks</b>

*Member*

*Member*

*Member*

*Member*

*Collector & Chairman*

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Annexure-II



**Office of District Manager  
Odisha State Civil Supplies Corporation Ltd. (OSCSC)**

\_\_\_\_\_ (District)

Phone: \_\_\_\_\_

District Web site : \_\_\_\_\_

Tender No. \_\_\_\_\_

Dt. \_\_\_\_\_

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

1	Name of the work	Selection and appointment of (i) <b>Level-I</b> Transport Contractor for transportation of foodgrains from FSD, FCI to RRCs (ii) <b>Level-II</b> Transport Contractor for transportation of foodgrains from RRCs to Retail Centers (FPS) (iii) <b>Handling</b> Contractor (Labour Works) for Handling of Foodgrains (Rice, Wheat) at the RRCs (except in those PEG godowns where godown owner is undertaking handling work) in the district of the State of Odisha
2	Availability of bid document in the portal	From ..... (Date)
3	Last Date / Time for receipt of bids in the portal	dt..... up to ..... (AM/PM).
4	Date/Time of Opening of Technical Bid	dt..... up to ..... (AM/PM).
5	Name and address of the Officer Inviting Tender	District Manager, OSCSC Ltd, _____ (District)

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

**District Manager**  
**OSCSC Ltd.** \_\_\_\_\_

T.C. Attested



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD., CUTTACK

(E-Mail: cso.cuttack@gmail.com)

No. 1537 / Dt. 25.5.2023

Annexure - B/2

The Managing Director,  
OSCSC Ltd., Bhubaneswar.

Subj: Appointment of Level-II Transport Contractor for the biennial 2023-25.

Sir,

With reference to the subject cited above, I am to intimate that, e-tender was floated for appointment of Level-II Transport Contractor for the biennial 2023-25 vide this office Tender Call Notice No.1126/Dt.17.04.2023. Out of total number of 17 Units of Cuttack District, the lowest bidders for 11 Units namely CMC Unit-I, CMC Unit-II, Baranga Block, Kantapada Block, Niali Block, Tangi Block & Choudwar Municipality, Mahanga Block, Salipur Block, Narasinghpur Block, Badamba Block & Nischintakoili Block were quoted rate as BSOR and selected for execution of agreement. Bidders for balance 6 Units have quoted rate as ASOR. As per Clause-10.3 of Tender Document, negotiation were made with the Lowest-1 bidders by District Tender Committee for reduction of their quoted rate. Proceeding in support of Technical Bid, Price Bid and Negotiation made with bidders quoted ASOR are submitted herewith for favour of kind information & approval.

Yours faithfully

CCSO-cum-District Manager,  
OSCSC Ltd., Cuttack

Copy submitted to the General Manager (PDS), OSCSC Ltd., Bhubaneswar for kind information & necessary action.

Copy submitted to the Manager (Law), OSCSC Ltd., Bhubaneswar for kind information & necessary action.

Copy submitted to the PA to Collector, Cuttack for kind information of the Collector.

CCSO-cum-District Manager,  
OSCSC Ltd., Cuttack

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**PROCEEDING OF DISTRICT TENDER COMMITTEE MEETING FOR NEGOTIATION OF  
RATE IN PRICE BID QUOTED BY LOWEST ONE TENDERER FOR APPOINTMENT OF  
LEVEL-II TRANSPORT CONTRACTORS FOR THE BIENNIAL 2023-25 HELD ON  
DT.25.05.2023 AT 3:00 P.M.**

The District Tender Committee Meeting under the Chairmanship of the Addl. District Magistrate (General), Cuttack was held on Dt.25.05.2023 at 3.00 P.M. in the Office Chamber of A.D.M (General), Cuttack for negotiation of Above Schedule of Rate (ASOR) quoted in the Price Bid by Lowest one Tenderer in the Price Bid for 6 Units of Cuttack District. The members / representatives of the Tender Committee i.e. (1) RTO, Cuttack (2) District Labour Officer, Cuttack; (3) DSWO, Cuttack and (4) Chief CSO-cum-District Manager, OSCSC Ltd., Cuttack as Member-Convener attended the meeting. The tenderer / their representatives were also present in the meeting. List of members and participants are at annexure 'A' & 'B'.

Addl. District Magistrate (General), Cuttack called one by one the Lowest-one Tenderer of Unit and asked them to reduce their rate as the rate quoted by them are higher than the Scheduled of Rate (SOR). The rate at which they have agreed and offered their willingness for reduction of price & submitted their negotiated rate are recorded in a consolidated statement and signed by them. The details are given below.

Sl. No	Name of the Unit	Name of the qualifying Tenderer	Schedule of rate (SOR)	Rate quoted by the Bidder (ASOR)		Negotiated Rate	
				% Above SOR	Rate (in Rs.)	Negotiated rate (% Above SOR)	Negotiated rate (in Rs.)
1	Tigiria Block	Nayan Kumar Das	33.23	25%	41.54	22.00%	40.54
2	Athagarh Block & NAC	Dharanidhar Sahoo	35.34	30%	45.94	28.00%	45.24
3	Domapada Block	Manas Ranjan Sahoo	26.36	43%	37.69	29.90%	34.24
4	Banki Block & NAC	Laxmidhar Hota	31.40	45%	45.53	29.90%	40.79
5	Cuttack Sadar Block	Nilamacharya Khuntia	27.81	40%	38.93	29.80%	36.10
6	CMC Unit-III	Sishir Kumar Rout	28.26	20%	33.91	19.50%	33.77

After necessary negotiation, it was unanimously decided that, the case of above 6 (six) units with negotiated rate may be intimated to Corporation Head Office for necessary approval at their end.

The meeting ended with thanks to the Chair and all members present in the meeting.

Member Convener  
CCSO-cum-DM  
OSCSC Ltd., Cuttack

Member  
D.L.O.  
Cuttack

Member  
R.T.O.  
Cuttack

Member  
D.S.W.O.  
Cuttack

A.D.M. (Gen.)  
Cuttack

Approved

Collector, Cuttack

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## MEETING FOR NEGOTIATION OF RATE QUOTED IN FINANCIAL BID BY LOWEST ONE TENDERER FOR APPOINTMENT / SELECTION OF LEVEL-II TRANSPORT CONTRACTOR FOR THE BIENNIAL 2023-25

Sl.No.	Name of the Unit	Name of the Lowest Bidder	SoR	Rate Quoted by the Bidder (ASoR)		Negotiated Rate		Signature
				% Above SoR	Rate	% Above SoR	Rate	
1	Tigiria	Nayan Kumar Das	33.23	25.00%	41.54	22%	40.54	<i>Nayan Kumar Das</i>
2	Athgarh Block & NAC	Dharanidhar Sahoo	35.34	30.00%	45.94	28%	45.24	<i>Dharanidhar Sahoo</i>
3	Dampada	Manas Ranjan Sahoo	26.36	43.00%	37.69	29.9%	34.24	<i>Manas Ranjan Sahoo</i>
4	Banki Block & NAC	Laxmidhar Hota	31.40	45.00%	45.53	29.9%	40.79	<i>Laxmidhar Hota</i>
5	Cuttack Sadar	Nilamadhav Khuntia	27.81	40.00%	38.93	29.8%	36.10	<i>Nilamadhav Khuntia</i>
6	CMC Unit-III	Sisira Kumar Rout	28.26	20.00%	33.91	19.8%	33.77	<i>Sisira Kumar Rout</i>

*Member*  
C.C.S.O. cum-D.M.  
Member Convenor

*Member*  
RTO  
Member

*Member*  
DSWD  
Member

*Member*  
DLO  
Member

*Member*  
ADM (General)  
Cuttack

Approved  
*Collector & Chairman*  
Collector & Chairman  
District Tender Committee

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**PROCEEDING OF DISTRICT TENDER COMMITTEE MEETING FOR FINALISATION  
OF PRICE BID OF LEVEL-II TRANSPORT CONTRACTORS HELD ON  
DT.12.05.2023 AT 12:30 PM IN THE OFFICE OF THE CCSO-CUM-D.M., OSCSC  
LTD., COLLECTORATE, CUTTACK**

The District Tender Committee Meeting under the Chairmanship of the Addl. District Magistrate (General), Cuttack was held on Dt.12.05.2023 at 12:30 PM in the Office Chamber of CCSO-cum-District Manager, OSCSC Ltd., Collectorate, Cuttack for selection of Level-II Transport Contractors for all Units of Cuttack District. The members / representatives of the Tender Committee i.e. (1) RTO, Cuttack, (2) District Labour Officer, Cuttack, (3) DSWO, Cuttack and (4) CCSO-cum-District Manager, OSCSC Ltd., Cuttack as Member-Convenor attended the meeting. The tenderers / their representatives were also present in the meeting. List of members and participants are at Annexure 'A' & 'B'.

At the outset, the Chairman welcomed all members and tenderers present in the meeting and requested the CCSO-cum-DM, OSCSC Ltd., Cuttack to start the opening of Price Bid in e-tender process. The Price Bid of Tenderers with respect to different units as detailed below are opened and a comparative statement to that effect was prepared.

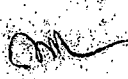




Sl. No	Name of the Unit	Name of the qualifying Tenderer	Schedule of rate (SOR) (in Rs.)	Rate quoted (in Rs.)	Rate quoted (in % of SOR)		
					SOR	ASOR	BSOR
1	Banki Block & NAC	1. Manas Ranjan Sahoo 2. Iaxmidhar Hota	31.40	46.47 45.53		48 45	
2	Dornapada Block	1. Manas Ranjan Sahoo 2. Iaxmidhar Hota	26.36	37.69 38.22		43 45	
3	Athagarh Block & NAC	1. Manas Ranjan Sahoo 2. Dharnidhar Sahoo	35.34	49.48 45.94		40 30	
4	Tigiria Block	1. Chitraranjan Sahoo 2. Nayan Kumar Das	33.23	42.20 41.54		27 25	
5	Badamba Block	1. Rajendra Kumar Panda 2. Anshuraj Associates, Prop. Rajashree Jena 3. Manas Ranjan Sahoo 4. Lakheshwar Enterprises, Prop. Pravakar Sadangi	26.86	22.83 27.13 31.42 25.19			14.99 1 16.98 6.20
6	Narasinghpur Block	1. Rajendra Kumar Panda 2. Anshuraj Associates, Prop. Rajashree Jena 3. Lakheshwar Enterprises, Prop. Pravakar Sadangi	40.46	34.40 41.07 36.37			14.99 1.50 10.12
7	CMC-I	1. Sisira Kumar Rout 2. Subhendu Sahu 3. M/s Maa Tarini Suppliers, Prop. Pramila Nayak 4. Sri Bikramaditya Kar	27.60	24.81 23.46 23.46 24.84			9.99 14.99 14.99 9.99
8	CMC-II	1. Sisira Kumar Rout 2. Bikramaditya Kar	26.94	29.63 24.25		10	9.99
9	CMC-III	1. Sisira Kumar Rout 2. Bikramaditya Kar 3. Nilamadhab Khuntia	28.26	33.91 35.61 35.33		20 26 25	

12/5/23

12/5/23

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Sl No	Name of the Unit	Name of the qualifying Tenderer	Schedule of rate (SOR) (in Rs.)	Rate quoted (in Rs.)	Rate quoted (in % of SOR)		
					SOR	ASOR	BSOR
10	Baranga Block	1. Nilamadhab Khuntia	29.44	41.80		42	
		2. Bikramaditya Kar		42.69		45	
		3. Santosh Kumar Biswal		25.03			14.99
		4. Nayak Brothers, Prop. Pabitra Nayak		25.03			14.99
		5. RA Trading, Prop. Rajesh Das		25.03			14.99
		6. P.N. Transport, Prop. Suryakanta Pati		25.03			14.99
11	Cuttack Sadar Block	1. Nilamadhab Khuntia	27.81	38.93		40	
		2. Sisira Kumar Rout		40.32		45	
		3. Bikramaditya Kar		39.77		43	
12	Kantapada Block	1. Anshuraj Associates, Prop. Rajashree Jena	36.67	47.38		29.20	
		2. Rajendra Kumar Panda		48.77		33	
		3. RA Trading, Prop. Rajesh Das		31.17			14.99
		4. Santosh Kumar Biswal		31.17			14.99
		5. Nayak Brothers, Prop. Pabitra Nayak		31.17			14.99
		6. P.N. Transport, Prop. Suryakanta Pati		31.17			14.99
13	Niali Block	1. Anshuraj Associates, Prop. Rajashree Jena	38.32	51.04		33.20	
		2. P.N. Transport, Prop. Suryakanta Pati		32.58			14.99
		3. Santosh Kumar Biswal		32.58			14.99
		4. Nayak Brothers		32.58			14.99
		5. Rajendra Kumar Panda		52.12		36	
		6. RA Trading, Prop. Rajesh Das		32.58			14.99
		7. Babita Sahoo		45.22		18	
14	Tangi Block & Choudwar Municipality	1. Subhendu Sahu	28.88	30.04		4	
		2. M/s Maa Tarini Suppliers		24.55			14.99
		3. Bikramaditya Kar		24.55			14.99
15	Nischintakoli Block	1. Nityananda Sahoo	32.71	31.08			4.99
		2. Ajaya Kumar Prusty		31.08			4.99
		3. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan		27.81			14.99
16	Salipur Block	1. Nityananda Sahoo	24.88	26.12		4.99	
		2. Babita Sahoo		21.15			14.99
		3. Kshyanaprava Sahoo		21.15			14.99
17	Mahanga Block	1. Pradipta Kumar Singh	32.19	35.40		9.98	
		2. Chittaranjan Choudhury		30.58			4.99
		3. Nityananda Sahoo		27.36			14.99
		4. Ajaya Kumar Prusty		30.58			4.99
		5. Kshyanaprava Sahoo		28.97			9.99
		6. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan		27.36			14.99






12/5  
12-05-2013

From out of 17 numbers of units, in 11 numbers of units the bidders have quoted below schedule of rate (BSOR) and in other 6 units, bidders have quoted above schedule of rate (ASOR). Out of 11 units having BSOR, in 7 numbers of units more than one bidders have quoted the same rate as the Lowest one bidders. As per Clause-G.3 of Guidelines / Instructions for finalisation of Tender, a transparent lottery system has been conducted and winner in lottery system are given below.

A)

Sl. No.	Unit	Name of Lowest one bidder for those lottery has been conducted	Winner in Lottery
1	CMC-I	1. Subhendu Sahu 2. M/s Maa Tarini Suppliers, Prop. Pramila Nayak	Subhendu Sahu
2	Baranga Block	1. Santosh Kumar Biswal 2. Nayak Brothers, Prop. Pabitra Nayak	Santosh Kumar Biswal
3	Kantapada Block	1. RA Traders, Prop. Rajesh Das 2. Santosh Kumar Biswal 3. Nayak Brothers, Prop. Pabitra Nayak 4. P.N. Transport, Prop. Suryakanta Pati	Nayak Brothers, Prop. Pabitra Nayak
4	Niali Block	1. P.N. Transport, Prop. Suryakanta Pati 2. Santosh Kumar Biswal 3. Nayak Brothers 4. RA Traders, Prop. Rajesh Das	P.N. Transport, Prop. Suryakanta Pati
5	Tangi Block & Choudwar Municipality	1. M/s Maa Tarini Suppliers 2. Bikramaditya Kar	M/s Maa Tarini Suppliers
6	Mahanga Block	1. Nityananda Sahoo 2. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan	Nityananda Sahoo
7	Salipur Block	1. Babita Sahoo 2. Kshyanaprava Sahoo	Kshyanaprava Sahoo

B)

Sl. No.	Name of the Unit	Name of the Lowest One Bidder quoting BSOR Price
1	Narsinghpur Block	Rajendra Kumar Panda
2	Badamba Block	Rajendra Kumar Panda
3	Nischintakoili Block	Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan
4	CMC-II Unit	Bikramaditya Kar


*[Handwritten signatures and dates at the bottom of the page]*

Accordingly, it has been decided to issue selection order to the Lowest one bidders as per Table 'A' and 'B' above for appointment as Level-II Transport Contractor for the biennial year 2023-25 as detailed above and invite Lowest one bidder of other 6 units who have quoted ASOR price for negotiation before submission of their proposal to Corporation Head Office.

Sl No	Name of the Unit	Name of selected Tenderer	SOR	ASOR	% of ASOR
1	Tigiria Block	Nayan Kumar Das	33.23	41.54	25%
2	Athagarh Block & NAC	Dharnidhar Sahoo	35.34	45.94	30%
3	Domapada Block	Manas Ranjan Sahoo	26.36	37.69	43%
4	Banki Block & NAC	Laxmidhar Hota	31.40	45.53	45%
5	Cuttack Sadar	Nilamadhab Khuntia	27.81	38.93	40%
6	CMC-III	Sisira Kumar Rout	28.26	33.91	20%

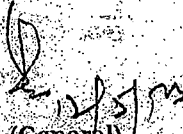
The meeting ended with thanks to the Chair and all members present in the meeting.


  
CSO cum DM  
OSCE Ltd. Cuttack

  
Dist. Labour Officer  
Cuttack

  
DSWO  
Cuttack

  
RTO  
Cuttack

  
A.D.M. (General)  
Cuttack

Approved  
  
Collector, Cuttack

**PROCEEDING OF DISTRICT TENDER COMMITTEE MEETING FOR FINALISATION OF TECHNICAL BID OF LEVEL-II TRANSPORT CONTRACTORS HELD ON DT. 04.05.23 AT 11.30 A.M. IN THE OFFICE OF THE CCSO-CUM-DM, OSCSC LTD., COLLECTORATE, CUTTACK.**

The District Tender Committee Meeting under the Chairmanship of the Addl. District Magistrate (General), Cuttack was held on Dt.04.05.23 at 11.30 A.M. in the Office of the CCSO-Cum-DM, OSCSC Ltd., Collectorate Cuttack for opening of Technical Bid towards selection of L-II Transport Contractors for all Blocks/ULB and CMC area of Cuttack District for the biennial year of 2023-2025. The members of the Tender Committee i.e. (1) RTO, Cuttack represented by ARTO, Cuttack; (2) District Labour Officer, Cuttack; (3) DSWO, Cuttack and (4) CSO-cum-District Manager, OSCSC Ltd., Cuttack as Member-Convenor attended the meeting. The tenderer / their representatives were also present in the meeting. List of members and participants are placed at annexure 'A' & 'B'.

At the outset, the Chairman welcomed all members and tenderers/representative present in the meeting and requested the CSO-cum-DM, OSCSC Ltd., Cuttack to start the tender process. The CSO-cum-District Manager apprised the committee and the tenderers/ representatives of tenderers about the detail guidelines and procedure of the e-tender process. As per time given in the e-tender Call Notice No.1126/Dt.17.04.2023, the e-tender was opened by using three DSCs of openers and evaluators. On opening of the tender, it was noticed that 61 tenderers were submitted their tender for different units of Cuttack District. Then the tender papers alongwith other documents uploaded by tenderers were downloaded with print copies. The detailed list of tenderers with the Units they have applied are given below.

Sl No	Name of the Tenderers	Units applied
1.	Banki Block & NAC	1. Manas Ranjan Sahoo
		2. Laxmidhar Hota
2.	Domapada Block	1. Manas Ranjan Sahoo
		2. Laxmidhar Hota
3.	Athagarh Block & NAC	1. Manas Ranjan Sahoo
		2. Dharmidhar Sahoo
4.	Tigiria Block	1. Chittaranjan Sahoo
		2. Nayan Kumar Das
5.	Badamba Block	1. Rajendra Kumar Panda
		2. Anshuraj Associates, Prop. Rajashree Jena
		3. Manas Ranjan Sahoo
		4. Lakheswar Enterprises, Prop. Prayakar Sadangi
6.	Narasinghpur Block	1. Rajendra Kumar Panda
		2. Anshuraj Associates, Prop. Rajashree Jena
		3. Lakheswar Enterprises, Prop. Prayakar Sadangi
7.	CMC-I	1. Sisira Kumar Rout
		2. Subhendu Sahu
		3. M/S Maa Tarini Suppliers, Prop. Pramila Nayak
		4. Sri Bikramaditya Kar
8.	CMC-II	1. Sisira Kumar Rout
		2. Sri Bikramaditya Kar
9.	CMC-III	1. Sisira Kumar Rout
		2. Sri Bikramaditya Kar
		3. Sri Nilamadhhab Khuntia
10.	Baranga Block	1. Sri Nilamadhhab Khuntia
		2. Sri Bikramaditya Kar
		3. Sri Santosh Kumar Biswal
		4. Nayak Brothers, Prop. Pabitra Nayak
		5. RA Traders, Prop. Rajesh Das
		6. P.N. Transport, Prop. Suryakanta Pati

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	Sadar Block	1. Sri Nilamodrah Khumra 2. Sisir Kumar Rout 3. Sri Bikramaditya Kar
12	Kantapada Block	1. Anshuraj Associates Prop. Rajashree Jena 2. Rajendra Kumar Panda 3. RA Traders, Prop. Rajesh Das. 4. Santosh Kumar Biswal 5. Nayak Brothers, Prop. Pabitra Nayak. 6. P.N. Transport, Prop. Suryakanta Pati.
13	Niali Block	1. Anshuraj Associates, Prop. Rajashree Jena 2. P.N. Transport, Prop. Suryakanta Pati 3. Sri Santosh Kumar Biswal 4. Nayak Brothers 5. Rajendra Kumar Panda 6. RA Traders, Prop. Rajesh Das. 7. Babita Sahoo
14	Tangi Block & Choudwar Municipality	1. Subhendu Sahu 2. M/S Maa Tarini Suppliers 3. Sri Bikramaditya Kar
15	Nischintakoli Block	1. Nityananda Sahoo 2. Ajaya Kumar Prusty 3. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan.
16	Salipur Block	1. Nityananda Sahoo 2. Babita Sahoo 3. Kshyanaprava Sahoo
17	Mahanga Block	1. Pradipta Kumar Singh 2. Chittaranjan Choudhury 3. Nityananda Sahoo 4. Ajaya Kumar Prusty 5. Kshyanaprava Sahoo 6. Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan.

The downloaded hardcopies of documents submitted by tenderers were scrutinised and verified with checklists and the original documents. In the following cases, the bidders has not signed the document as noted against their names.

Sl No	Name of the Tenderers	Units applied	Documents not signed by bidder
1	Athagath Block & NAC	Dhanidhar Sahoo	Document in support of deposit of EMD and Tender cost not signed by the bidder
2	Badamba Block	Anshuraj Associates, Prop. Rajashree Jena	Document in support of deposit of EMD and Tender cost not signed by the bidder
3	Narasinghpur Block	Anshuraj Associates, Prop. Rajashree Jena	Document in support of deposit of EMD and Tender cost not signed by the bidder
4	CMC-I	M/S Maa Tarini Suppliers, Prop. Pramila Nayak	Capability Certificate not signed by the bidder
5	Tangi Block & Choudwar Municipality	M/S Maa Tarini Suppliers, Prop. Pramila Nayak	Capability Certificate not signed by the bidder
6	Nischintakoli Block	Meghna Mines and Minerals Resources Pvt. Ltd., M.D. Bikram Kumar Pradhan	Page 12 and 32 of Tender documents not signed by the bidder

9/5/2023

1-125

As the above bidders were uploaded tender paper along with all required documents deposited except one or two pages which has been inadvertently skinned. However all the documents are verified with reference to the original one and found to be genuine. Thus, the Tender Committee unanimously decided to allow all the bidders to qualify in Technical Bid round for a healthy competition in Price Bid round.

The meeting ended with vote of thanks to the chair and all members present in the meeting.

*only one copy*  
CSO cum DM,  
OSCSC Ltd. Cuttack

*01.05.2023*  
Dist. Labour Officer  
Cuttack

*01.05.2023*  
R. E. O.  
Cuttack

*01.05.2023*  
D. S. W. O.  
Cuttack

*01.05.2023*  
A.D.M. (General)  
Cuttack

Approved

*01.05.2023*  
Collector, Cuttack

T. C. Attended  
*88*



# ODISHA STATE CIVIL SUPPLIES CORPORATION LTD

(A Govt. of Odisha Undertaking)

REGISTERED OFFICE: C/2, NAYAPALLI, BHUBANESWAR-751012,

CIN: U51211OR1980SGC00084

Tel No: 0674-2395391, Fax No: 0674-2395291, website: [www.oscsc.in](http://www.oscsc.in)

Letter No. PT1- OSCSC-PDS-PDS-0104-2023/ 8838 /Dated 16.6.23.

From

**Sri Sudhakar Sabaro, OAS(SAG)**

General Manager (PDS)

To

**The CCSO-cum-District Manager,**  
OSCSC Ltd., Cuttack.

**Sub: Proceedings of DLTC on appointment of Level-II Transport Contractors for biennial 2023-25.**

**Ref: Your Letter No.1537 dt.25.05.2023.**

**This office Memo. no.3921 dt.20.03.2023.**

Sir,

With reference to the above, I am directed to intimate that followings on appointment of Level-II Transport Contractor for biennial 2023-25.

1. DLTC is competent to approve the rate Below Schedule of Rate (BSoR) in case of 11(Eleven) units as per point G (6) of guidelines / instructions issued vide this office memo no.3921 dt.20.03.2023.
2. The negotiated ASoR rates in respect of 06(Six) units are on higher side and requested for re-negotiation.
3. It is requested to take appropriate step if it is otherwise procedurally followed and confirm all tender conditions & clauses, observing all formalities, extant guidelines and court order.

Yours faithfully,

General Manager (PDS)

Memo No. 8839 /Dt. 16.6.23.

Copy submitted to PS to Principal Secretary to Govt., FS & CW Dept., Bhubaneswar for kind information.

General Manager (PDS)

Memo No. 8840 /Dt. 16.6.23.

Copy submitted to the Collector, Cuttack for kind information & necessary action.

General Manager (PDS)

Memo No. 8841 /Dt. 16.6.23.

Copy forwarded to the Manager(Law), OSCSC Ltd, Bhubaneswar for information & necessary action.

General Manager (PDS)



PT1-OSCSC -PDS-PDS-0104-2023/01/2023



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# FORM OF VAKALATNAMAM

IN THE HIGH COURT OF ODISHA : CUTTACK

W.P.C. No. ... 29529 of 2023

Between

Sri Ajaya Kumar Prusty

Petitioner

Versus

State of Orissa & others

Opp.party(a)

Known all men by these present, that by this Vakalatnama I/We Sri Ajaya Kumar Prusty, aged about 52 yrs, S/o Late Ramachandra Prusty, resident of Santapur, P.O./P.S. - Nemala, Dist - Cuttack

Appellant/Respondent/Petitioner/Opp/party in the aforesaid Revision / Appeal case do hereby appoint and retain Sri PRABODHA CHANDRA NAYAK., ENROLMENT NO. O/279/2007, Ph.No.9438176146, S.S. RATH EN. No.O/607/2004, Ph.No.8249516478

Advocate(s) to appear for me/us in the above case and to conduct and prosecute (or defend the same and all proceedings that may be taken in respect of any application or any decree or order passed therein including all applications for review and in appeals under Orissa High Court Order for leave to appeal Supreme Court I/we authorize my/our Advocate to compromise lawfully entered in the said case.

Dated the 05.09.2023

Received from the executants(s)  
Satisfied and accepted as I/We  
Hold no brief for the other side.

Advocate

Accepted as above  
PRABODHA CH. NAYAK

Advocate  
Accepted as above

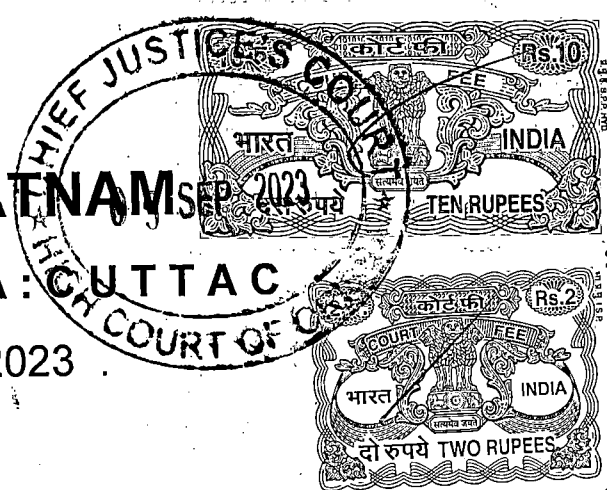
Advocate  
Accepted as above  
S.S. RATH

Advocate  
Accepted as above

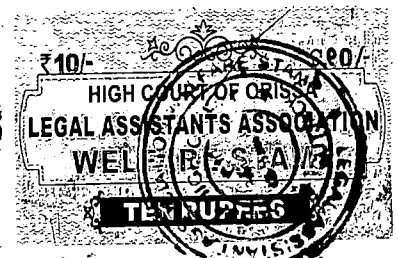
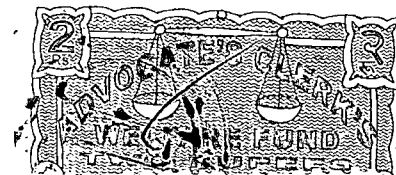
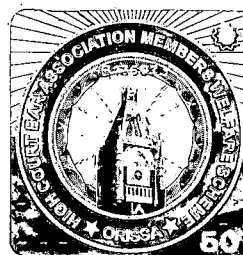
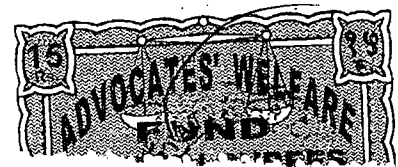
Advocate  
Accepted as above

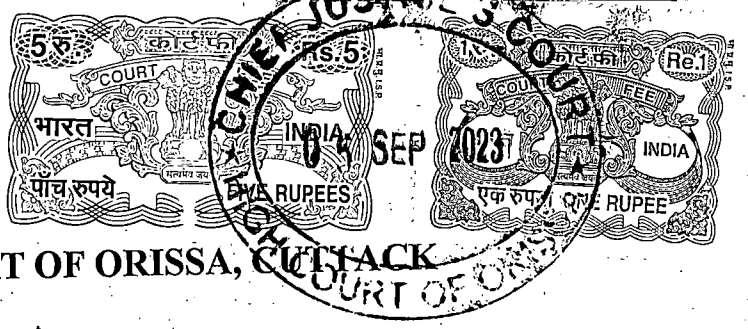
Advocate  
Accepted as above.

Ajaya Kumar Prusty  
Signature of Executants.



44867





IN HIGH COURT OF ORISSA, CUTTACK

I.A. No. 14190 of 2023

(Arising out of W.P. (C) No 29529 OF 2023)

IN THE MATTER OF:

An application for appropriate order  
under chapter-VI Rule-27(a) of  
Orissa High Court Rules;

AND

IN THE MATTER OF ;

Sri Ajaya Kumar Prusty ..... Petitioner  
Versus  
State of Odisha and others  
..... Opp.Parties

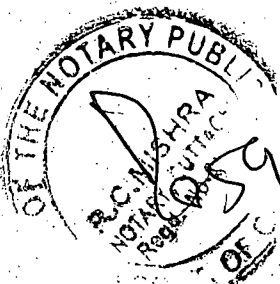
To

The Hon'ble Chief Justice of High Court of  
Orissa and His Lordships Companion Justices of  
the said Hon'ble Court.

The humble petition of the  
Petitioner above named;

Most Respectfully Sheweth:

1. That the petitioner has filed the aforesaid writ petition challenging the illegal, arbitrary, unfair and unreasonable decision of the authority i.e. Opp.Party No.3 vide order dated 16.8.2023 under Annexure-1 in selecting Opp.party No.6 bid and vide office order dated 17.08.2023 Annexure-2 allowing the opp.party N.6 to function as Level-II Transport Contractor in Nischintikoili Block for the year 2023-25

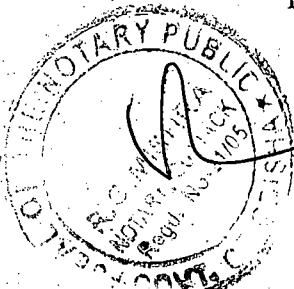


in violation of the mandatory tender conditions i.e. clause 2(v), 2(xii), 12(ii), clause 3.4., & 3.4.1 and rejected the representation of the petitioner dated 12.05.2023 and without considering the notes and submission submitted before it. Such decision of the authority is contrary to the terms of the Tender conditions, without authority and violative of Article 14 of the Constitutions of India:

2. That, the averments made in the writ petition may be treated as part of this Interim application.

3. That it is humbly submitted that the petitioner is continuing such work and so also the petitioner has complied all conditions of the tender. The Collector without considering the representation of the petitioner has selected the opp. party No.6 in violation of the tender conditions which is illegal and arbitrary.

4. That, in view of the above circumstances the petitioner has got a prima facie case and balance of convenience lies in favour of the petitioner and there is every chance of success in this writ petition. If the authority is allowed to further proceed as per the order dated 16.8.2012 and order dated 17.8.2023, the petitioner shall be highly prejudiced and the filing of the writ petition will be in-fructuous, as such this interim application is filed for appropriate order.



**PRAYER.**

It is therefore prayed that your lordships would be graciously be pleased to pass an interim order staying the operation of order dated 16.8.2023 and office order dated 17.8.2023 under Annexure-1 and 2 and to restrain the Opp.Party No.3 and 4 not to proceed further for the work for Level- II transport contractor for the biennial year 2023-25 for transportation of food grains to the retail centres of Nischintakoili block, under Annexure-3, till disposal of the writ petition.

And/or be pleased to pass any other order/orders, direction/directions as this Hon'ble Court deem fit and proper.

And for this act of kindness, the petitioner as in duty bound, shall ever pray.

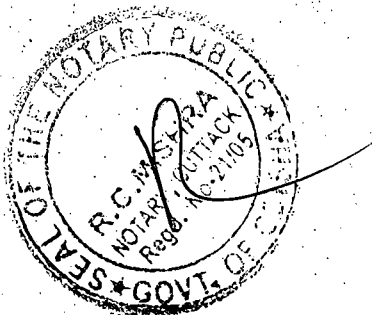
For Petitioner, through

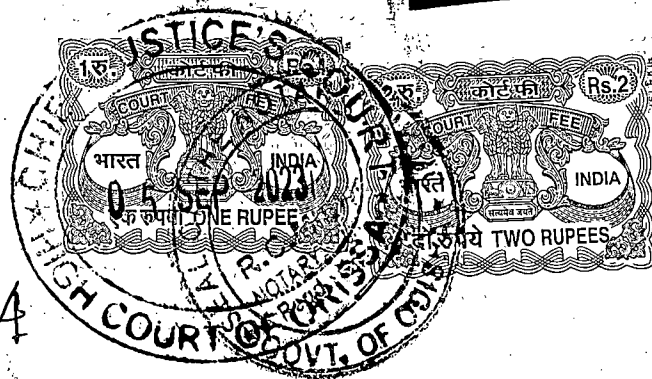
  
ADVOCATE.

PRABODHA CHANDARA NAYAK  
ENROLMENT NO.O/279/2007  
MOB-9438176146

Cuttack

Date 05-09-2023







### AFFIDAVIT

I Sri Ajay Kumar Prusty, aged about 52 years, S/o-Late Rama Chandra Prusty, resident of Santapur, P.O/P.S – Nemala, Dist – Cuttack. do hereby solemnly affirm and state as follows:

1. That I am the petitioner in this petition and competent to swear this affidavit.
2. That the facts stated above are true to the best of my knowledge.

Identified by:

  
Advocate.

  
Deponent.

### Certificate.

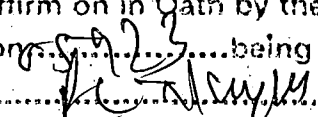
Certified that due to non availability of cartridge papers this has been typed on white papers.

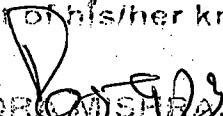
  
ADVOCATE.

PRABODHA CHANDRA NAYAK  
B.C. NO.0279/2007  
MOBILE-9438176146

Cuttack

Date 05.09.2023

Solemnly affirm on in Oath by the Deponent at Cuttack on 05.09.2023 being indentified by  Advocate/Adv's Clerk/S.O., AG's office/Notary Personally, that the facts stated above are true to the best of his/her knowledge.

  
RAMA CHANDRA MISRA, NOTARY  
CUTTACK TOWN, REGD. No-21/05



## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO: 552119 Date: 11-Sep-23 TIME: 12:06 PM

CASETYPE: WPC No: 29529 YEAR: 2023

PETITIONER / APPELLANT: SRI AJAYA KUMAR PRUSTY

RESPONDENT / OPP PARTY: STATE

☒ PETITION & MEMO☒ MISC CASE☐ EXTRA COPY☐ COUNTER☐ ADDL

SET:

☐ REJONDER☐ CONSOLIDATED

MISC. COPY

ADDL. STANDING  
COUNSEL

CRR-2011 10082 of 10082

## IN THE HIGH COURT OF ORISSA, CUTTACK

Present The Hon'ble Dr. Justice B.R.Sarangi

The Hon'ble Mr. Justice M.S.Raman

WP(C) No. 29529 OF 2023

An application under Articles 226 and 227 of the Constitution of India the advocate for the petitioner challenging the illegal, arbitrary, unfair & unreasonable decision of the authority i.e.Opp.Party No.3 vide order dated 16.8.2023 under Annexure -1 in selecting Opp.Party No.6 bid & vide office order dated 17.08.2023 under Annexure-2

Ajay Kumar Prusty .....Petitioner

Versus

State of Odisha and Others.....Opps.

I. A. No.14190 of 2023

In the matter an application filed by the advocate for the petitioner praying to pass an interim order staying the operation of order dated 16.8.2023 & office order dated 17.8.2023 under Annexure-1 & 2 & to restrain the Opp.Party No.3 & 4 not to proceed further for the work for Level-II transport contractor for the biennial year 2023-25 for transportation of food grains to the retail centres of Nischintakoili block, under Annexure-3, till disposal of the writ petition.

ORDER NO- 1 DATED 12.09.2023, W.P.(C) No.29529 /23 & I.A. No.14190/2023

As an interim measure, it is directed that no third party interest shall be created till 27.09.2023.

(Sd.) /-Dr. B.R.Sarangi, Judge  
(Sd.)/- M.S.Raman, Judge

Memo No. 40613(3)

Dt- 16.9.23

Copy forwarded to: Odisha State Civil supplies Corporation Ltd. represented through its Managing Director, At: 1C/2, Nayapalli, Bhubaneswar.

2. The Collector, Cuttack, Dist- Cuttack (Approval authority)

3. Meghna Mines & Minerals Resources Pvt.Ltd, N4/208, Nayapalli, Bhubaneswar, Dist- Khurda, represented by its Managing Director for information and necessary action.

By order

High Court

The 14.9.23 2023

14.9.2023  
Superintendent writ

Writ.Br.D.B-2

CRR-2015

SCANNED

## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO:

552054

Date:

15-Sep-23

TIME:

11:01 AM

CASETYPE:

WPC

No:

29529

YEAR:

2023

PETITIONER / APPELLANT:

SRI AJAYA KUMAR PRUSTY

RESPONDENT / OPP PARTY:

STATE

☐

PETITION &amp; MEMO

☐

MISC CASE

☐

COUNTER

☐

ADDL

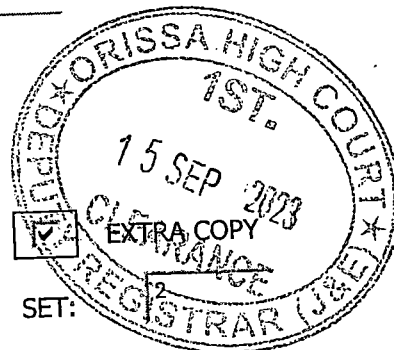
☐

REJONDER

☐

CONSOLIDATED

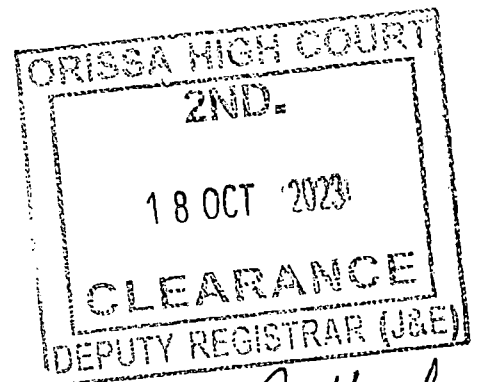
MISC. COPY



SET:

ADDL. STANDING  
COUNSEL

CRR-2011 10016 of 10016



In the High Court of Orissa, Cuttack  
W.P. No. 29529 of 2023

Shri Ajaya Kumar Prusty  
 \_\_\_\_\_ petitioner,

- vs -  
 State of Odisha  
 2 others. — Opp. parties

Receipt

Received a copy of the court  
 petition along with all Annexures  
 and I.A. from the Advocate for  
 the petitioner.

Cuttack  
 Date 18/10/2023

Advocate  
 for the Opp. party  
 abo - 6

SCANNED

**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 116**

**Branch No : WRIT BRANCH (DIVISION  
BENCH-2)**

**Receipt No : 90023/2023**

**Date Of Receiving : 27/09/2023**

**Time : 03:55:49 PM**

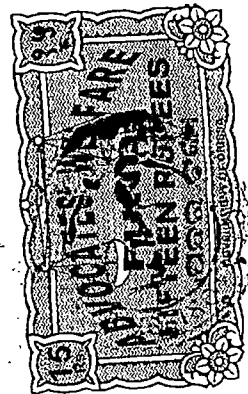
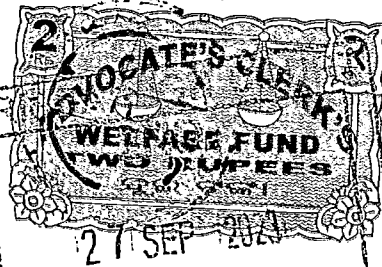
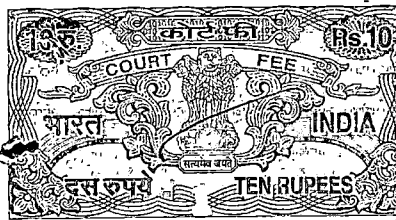
**Case No : WP(C) 29529/2023**

**Received From : Respondent**

**Filed By: M/S PRAJNA SARITA MOHANTY**

**Document(s) Filed :**

**3- Vakalatnama --- Court Fee -Rs.12 (24490/2023)**



FORM OF VAKALATNAMA  
IN THE HIGH COURT OF ORISSA, CUTTACK

W.P.(C) No.- 29529 of 2023

Ajaya Kumar Prusty

Plaintiff(s)/

Appellant(s)/Petitioner(s)

-Versus-

State of Odisha and Others

Defendant(s)/

Respondent(s)/Opposite Party(s)

Know all men by these presents that, by this VAKALATNAMA

I/Shri Shubham Saxena, IAS aged about 40 years, S/O- Late Hari Krishna Saxena At present Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2, Nayapalli, Bhubaneswar-12. Plaintiff(s)/Defendant(s)/Appellant(s)/Respondent(s)/ Petitioner (s) / Opposite Party(s) in the aforesaid case do hereby appoint and retain

PRAJNA SARITA MOHANTY (E.No.-O-318/2015). JAGAJIBAN PRADHAN E No-18/04  
SUSRITA SAHOO E No-O-464/23 S.PANIGRAHI E No-35/2023

Advocate(s) to appear for me/us in the above case, and to conduct and prosecute or defend the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein including all applications for return of documents or receipt of money that may be payable to me/us in the said case and also in applications for review in appeals under High Court of Orissa order and in application for leave to appeal to Supreme Court. I/We authorise my/our Advocate(s) to admit any compromise lawfully entered in the said case and to represent me/us in the Court during trial.

Dated: 27.09.2023

E-mail, Prajna.mohanty@89@gmail

Received from the Executant(s),

Satisfied and accepted as

I hold nobrief from  
the other side.

Accepted as above

Advocate  
9937791594

Accepted as above

Accept as above  
(7778459751)

Advocate  
(6340354561)

Accepted as above

Advocates

(Shubham Saxena)  
Signature of the Executant(s)  
Managing Director  
OSCSC Ltd., BBSR

SCANNED

**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Scat No : 116**

**Branch No : WRIT BRANCH (DIVISION  
BENCH-2)**

**Receipt No : 90019/2023**

**Date Of Receiving : 27/09/2023**

**Time : 03:54:32 PM**

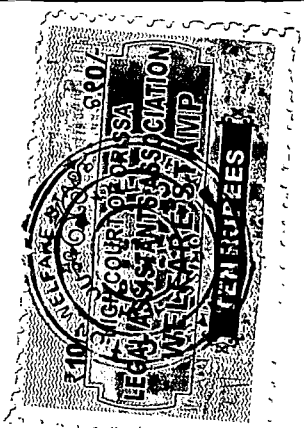
**Case No : WP(C) 29529/2023**

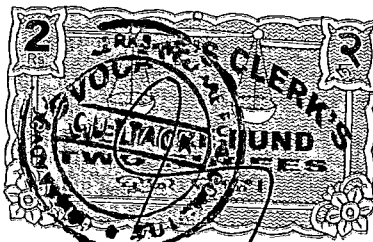
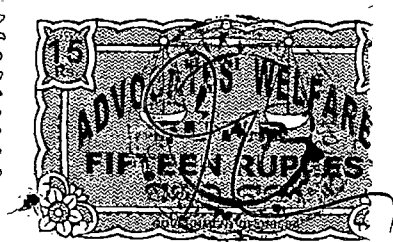
**Received From : Respondent (5)**

**Filed By: M/S PRAJNA SARITA MOHANTY**

**Document(s) Filed :**

**2- Vakalatnama --- Court Fee -Rs.12 (24489/2023)**





# FORM OF VAKALATNAMA

IN THE HIGH COURT OF ORISSA CUTTACK

WPC  
Suit Appeal  
Revision

No. 29529 of 2023

Sri ASaya Kumar Prusty Appellant / Petitioner / Plaintiff

Versus

State of Odisha & ors Respondent / Opp. Party / Defendant

Know all men by these presents, that by this Vakalatnama,

I / We Meghna Mines and Minerals Resources

Pvt. Ltd. NY/208, Nayapalli, Bhubaneswar,

Dist - Khurda, Represented by 1st Managing Director

Appellant Respondent / Petitioner / Opposite party in the aforesaid Revision / Appeal

Case do hereby appoint and retain Sri HINDANANDA MOHAPATRA

O-403/1993 (933742100) B.B. MOHAPATRA

O-920/1994 (993775480), SUCHITRA BEHERA

O-101/2021 9348419098

Advocate (s) to appear for me/us in the above case, and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein including all applications for return of documents or receipt of any money that may be payable to me/us in the said case and also in applications for review in appeals under Orissa High Court Order and in applications for leave to appeal to Supreme Court. I / We authorise me/our Advocate(s) to admit any compromise lawfully entered in the said case.

Dated the 26.09.2023

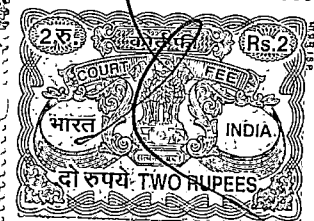
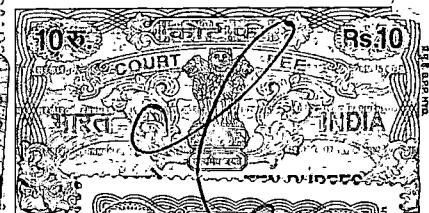
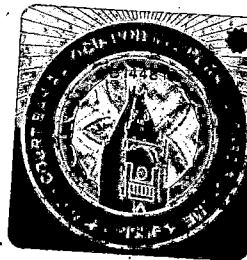
Received from the Executant (s)  
satisfied and accepted as hold  
no brief for the other side

[Signature]  
Advocate

Accepted as above

[Signature]  
Advocate

Accepted as above



For MEGHNA MINES & MINERALS  
RESOURCES PVT. LTD.

B.B. Mohapatra  
Advocate 27/9/23  
Accepted as above

Advocate  
Accepted as above

[Signature]  
MANAGING DIRECTOR

SIGNATURE OF EXECUTANT

SCANNED

**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 116**

**Branch No : WRIT BRANCH (DIVISION  
BENCH-2)**

**Receipt No : 90752/2023**

**Date Of Receiving : 30/09/2023**

**Time : 11:50:55 AM**

**Case No : WP(C) 29529/2023**

**Received From : Respondent (3)**

**Filed By: ADDL.GOV.T.ADVOCATE**

**Document(s) Filed :**

**4- Counter Affidavit -e-Filing hard copy(Govt.)**

SCANNED

**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Scat No : 116**

**Branch No : WRIT BRANCH (DIVISION  
BENCH-2)**

**Receipt No : 17027/2024**

**Date Of Receiving : 07/02/2024**

**Time : 11:32:55 AM**

**Filing No : D- WP(C) 29529/2023**

**Case No : WP(C) 29529/2023**

**Received From : Petitioner**

**Filed By: ADVOCATE FOR PETITIONER**

**Document(s) Filed :**

**6- REJOINDER BY PETITIONER --- Court Fee -Rs.3 (3598/2024)**

**7- RECEIPT (GOVT)**

## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO: 552078 Date: 07-Feb-24 TIME: 11:22 AM

CASETYPE: DWPC No: 29529 YEAR: 2023

PETITIONER / APPELLANT: SRI AJAY KUMAR PRUSTY

RESPONDENT / OPP PARTY: STATE

☐ PETITION & MEMO☐ MISC CASE☐ EXTRA COPY☐ COUNTER☐ ADDL

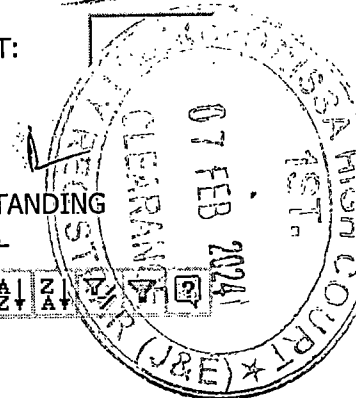
SET:

☒ REJONDER☐ CONSOLIDATED

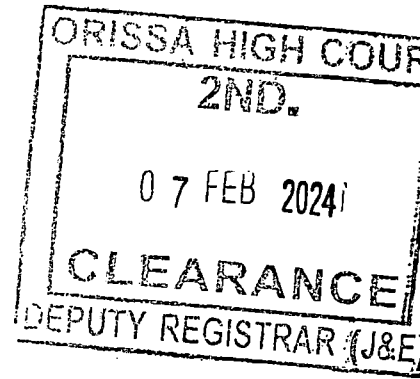
MISC. COPY

ADDL. STANDING  
COUNSEL

CRR-2011 10038 of 10038



116  
DB-2  
SCANNED



IN THE HIGH COURT OF ORISSA, CUTTACK

WP (C) NO. 29529 OF 2023

Sri Ajay Kumar Prusty

.....Petitioner

- Versus -

State of Odishs and Others

.....Opp. party

RECEIPT

I am receiving a xerox copy of Rejoinder Affidavit with all annexure from counsel for the Petitioner

Cuttack

Date:07.02.2024

By the opp. no. 6

M

**IN THE HIGH COURT OF ORISSA, CUTTACK**

W.P.(C) NO. 29529 OF 2023

Ajaya Kumar Prusty

.....Petitioner

VERSUS

State of Odisha and others

.... Opp. Parties

MEMO FOR WITHDRAWN

That the petitioner do not want to proceed further in the aforesaid writ petition, as such the petitioner may be permitted to withdraw the aforesaid writ application.

Date: 27.11.2022

Cuttack

Advocate for the Petitioner

  
Advocate

7/18

Branch 7/18

DRG

IN THE HIGH COURT OF ORISSA : CUTTACK

List this matter  
on 10/12/2024  
D.O.

MENTION MEMO

1. NUMBER OF THE CASE  
2. NAME OF THE PARTIES

W.P.(C) NO. 29529 / 2023

DR-2  
S-116

Ajaya Kumar Poudyal,

..... Petitioner/Appellant.

-VRS-

State of Odisha & others

..... Opp.party/Respondent.

3. PARTY SEEKING POSITION : Petitioner/Opp.party/Respondent/  
Intervener / Appellant.

4. NAME OF THE ADVOCATE OF  
THE PARTY SEEKING POSITION : MR. PRABODHA CHANDRA NAYAK

5. NAME OF THE ADVOCATES  
APPEARING FOR THE OPP.PARTIES : State.

6. MENTION FOR : Admission, Order Stay, Hearing

7. REASON FOR THE MENTION

That the Petitioner do not  
want to proceed further in the abovesaid  
writ petition, as such the Petitioner may be  
permitted to withdraw the abovesaid writ application

8. DATE ON WHICH POSTING IS SOUGHT:

9. WHETHER ANY CAVEAT HAS  
BEEN FILED OR NOT :

10. INDICATE WHETHER THE MATTER IS IN  
THE LIST BEFORE ANY OTHER BENCH :

CUTTACK.

DATE: 5/12/2024

TBM

SIGNATURE OF ADVOCATE.

**IN THE HIGH COURT OF ORISSA, CUTTACK**

**W.P.(C) NO. 29529 OF 2023**

**Ajaya Kumar Prusty.**

**.....Petitioner**

**VERSUS**

**State of Odisha and others**

**.... Opp. Parties**

**MEMO FOR WITHDRAWN**

That the petitioner do not want to proceed further in the aforesaid writ petition, as such the petitioner may be permitted to withdraw the aforesaid writ application.

Date: ~~24.11.2022~~

Cuttack

Advocate for the Petitioner

Advocate