



## ODISHA STATE ROAD TRANSPORT CORPORATION, DHENKANAL

The Odisha State Road Transport Corporation, Dhenkanal (OSRTC) invites properly sealed (Packing PVC tape/ Sealing wax) tenders in Single Bid system (Technical & Financial) from eligible and willing registered Agencies/ Firms / Individuals/ Proprietors for renting out Shops, Kitchen, Cafeteria & Dormitory located in its campus at Ama Bus Stand, Dhenkanal to setup and operate inside the campus for operating several categories of shops as indicated below.

Sl. No.	Category of shops	No of Shop & Shop Size	Nature of Items to be sold in shop/ nature of shop	Minimum/ Base Rent per unit per month	Security Amount per unit
1.	Category A Shops	05 Nos (S1-S5) @ (10' 10" X 09' 10") each  02 Nos (S6, S7) @ (10' 06" X 7' 11") each  02 Nos (S8, S9) @ (14' 1" X 7' 11") each  01 No (S10) @ (13' 11" X 7' 11")	General store, Grocery items, Daily Consumable items and all dairy products, Fast food (Veg & Non-Veg), Snacks and Sweets including all edible items, Dry Fruits, Chocolates, Fruits, Gift Items, Saloon & Spa shop, Books & Office Stationery Shop etc.	(S1-S5) Rs.2,760/- each  (S6, S7) Rs.2,160/- each  (S8, S9) Rs.3000/- each  (S10) Rs.2790/-	Rs.5,00,000/- (Five Lakh)
2.	Category B Shops	02 Nos (C1 & C2) @ (15' 5" X 9') each  01 No @ (27' 7" X 19' 10")	Kitchen/ Canteen & Cafeteria	Canteen (C1 & C2) Rs.8,400/-	Rs.5,00,000/- (Five Lakh)
3.	Category D Shops	02 Nos (D1, D2) @ (14' 10" X 20' 3") each	Dormitory/ Rest Rooms.	(D1, D2) – Rs.8,580/- each	Rs.2,50,000/- (Two Lakh Fifty Thousand)

**Tenders for renting out Shops, Kitchen, Cafeteria & Dormitory located in its campus at Ama Bus Stand, Dhenkanal**

**1. Scope of Services:**

(i). The Odisha State Road Transport Corporation, Dhenkanal (OSRTC), an Odisha Govt. undertaking Corporation, under the Ministry of Commerce & Transport, Govt. of Odisha. The OSRTC is interested in inviting bids for leasing out of 10 (ten) shops, 2 (Two) Kitchens with cafeteria space and 2 (Two) Nos of Dormitory in the Ama Bus Stand Complex located in the campus of Ama Bus Stand, Dhenkanal.

(ii). The interested registered agencies/ Firms / individuals/ proprietors may personally visit the campus at Ama Bus Stand Complex located in the campus of Bus Stand, Dhenkanal to have the first-hand information about the shops located in the campus and submit their bids. However, OSRTC does not take any responsibility for the minimum business from shops. Bidders are advised to visit the campus before bidding. The interested parties can inspect the premises on any working day from start date of the bid till the end date of the bid. They may contact Office Assistant (Fin), OSRTC, Dhenkanal (**Sri. Anil Kumar Panda, Contact No.:9348011351**) during the office hours (10.00 AM to 05.00 PM) on any working day. The cost of any such visit shall be entirely at the bidder's own expenses.

(iii). All interested bidders are required to submit their bids in Single Bid system for operating shops at Ama Bus Stand Complex located in the campus of Bus Stand, Dhenkanal. Technical Specification and General Terms & conditions and other details are available in Annexure I to Annexure IV.

**2. Cost of tender, Tender document & opening of tender:**

The tender documents can be obtained from Office of the District Manager, OSRTC, Dhenkanal by paying an amount of Rs.250/-. The last date for submission of completed tenders is 05/08/2025 up to 05:00 PM.

Unless the last date for tender submission is not extended by the competent authority, the bids received will be opened on the next day i.e. 06/08/2025 at about 11:00 AM at Conference Hall, Collectorate, Dhenkanal, in the presence of those tenderers who may desire to be present at that time.

**3. Instructions to bidders for preparation and Submission of Bids:**

- (i) Bidders are requested to go through the tender advertisement and tender document carefully to understand the documents required to be submitted for evaluation. Please note the numbers of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of bid for evaluation.
- (ii) Bids received through e-mail will not be considered for evaluation.
- (iii) Bidders need to submit "Earnest Money Deposit" in form of Demand Draft drawn in f/o "OSRTC RENT, PS- SADAR, DHENKANAL" for taking part in the bidding process.
- (iv) The bidder has to attach the duly signed and sealed copy of this tender document and attach the same along with technical documents.
- (v) Bidders are requested to note that they should necessarily submit financial Bids in the format provided (**Annexure-IV**) only and no other format is acceptable.
- (vi) Any queries relating tender document and terms & conditions contained therein should be addressed in written format to the Tender inviting Authority or the concerned person as indicated in the tender.

## **Tenders for renting out Shops, Kitchen, Cafeteria & Dormitory located in its campus at Ama Bus Stand, Dhenkanal**

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### **2. Cost of tender, Tender document & opening of tender:**

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Unless the last date for tender submission is not extended by the competent authority, the bids received will be opened on the next day i.e. 06/09/2025 at about 11:00 AM at Conference Hall, Collectorate, Dhenkanal, in the presence of those tenderers who may desire to be present at that time.

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#### 4. Submission of Bids:

Tenders shall be submitted in Single Bid System. The interested registered agencies/Firms / individuals/ proprietors have to submit the Technical Bids and Financial Bids in the prescribed proforma. All the documents along with signed copy of tender document are to be kept in **one envelope** superscribed/written as "**Technical & Financial Bid**". The envelope must be addressed to the "Office of the District Manager, OSRTC, Ama Bus Stand, Panjia Sahi, amalapada, Dhenkanal, Pin-759001" and clearly written as below.

If the bidder intends to apply for more than one shop, then bidder must submit the separate tender documents for each shop as prescribed below. The offer/bids must be submitted in two stage bidding system only.

##### (a) Technical Bid:

Duly filled proforma for the technical bid (**Annexure-I**) shall be kept in the Envelop and it should also contain the following:

a)	All supporting documents to the bidder's responses filled in <b>Annexure-I</b> .
b)	EMD for an amount of Rs.5000/- in form of DD drawn in f/o "OSRTC RENT" payable at "Dhenkanal".
c)	Bidder should print & sign on all pages of this tender document and submit the same by keeping it in the Envelope.

##### (b) Financial Bid:

It should contain Price Bid only (as per proforma for Financial Bid in **Annexure-IV**) and it should not be enclosed in the envelope meant for technical bid.

Overwriting/ corrections in the financial bid are not permitted and any such overwriting in financial bid will lead to its rejection.

**Note:** No additional/tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. However, OSRTC reserves the right to seek for any clarification from the bidders through regd. Post/speed post etc., if there is any ambiguity in the documents submitted by the bidder, and the bidder needs to respond to the clarification sought by OSRTC within 2 days of receipt of communication from OSRTC.

#### 5. Validity of Bid:

a)	The bids offered by bidders shall remain valid for 90 days from the date of notifying the tender and Bids submitted for a shorter period (if any) will be rejected by OSRTC.
b)	The OSRTC may, as its discretion, request the bidder for extension of period of bid validity. However, modification in Bid will not be allowed at any stage.

## 6. Pre-Bid meeting:

A pre-bid meeting will be held on / /2025 at 11:00 AM for seeking clarifications on the tender conditions if any & followed by shops visit. Pre-bid meeting will be conducted at Conference Hall of Collectorate, Dhenkanal. **Participation in the pre-bid meeting is voluntary.** However, all the bidders are advised to take the cognizance of corrigendum from Office of the District Manager, OSRTC, Ama Bus Stand, Dhenkanal if any, before the due date for submission of their bids.

## 7. Terms & Conditions of the tender:

Sl. No.	Category	Description
(a)	Maximum number of shops which can be applied by a bidder	Multiple bids are allowed. Bidders shall make separate Bid for each number of shops.
(b)	EMD	The bidders need to submit EMD for an amount of Rs.5000/- (Rupees. Five Thousand only) in the form of Demand Draft drawn in f/o "OSRTC RENT" payable at "Dhenkanal". The EMD amount of the unsuccessful bidders will be returned within 30 days of award of LOI to the successful bidders. The EMD of successful bidders will be returned on submission of Security Deposit.
(c)	Letter of Intent (LoI) to the selected applicants	<ol style="list-style-type: none"><li>i. To be communicated to Successful Bidders. The successful bidders shall acknowledge the same and will revert with the Letter of Acceptance of the contract within 7 days of issuance of LOI.</li><li>ii. The bidder awarded with LOI shall commence operations within 30 days from date of award of LoI.</li><li>iii. In case the bidder is non-responsive, OSRTC reserves the right to cancel the LoI issued, forfeit the EMD submitted by the bidder and award LoI to the next bidder who quotes next highest quotation for that particular shop.</li></ol>
(d)	Commencement of Operations	<ol style="list-style-type: none"><li>i. The successful bidder (Licensee) shall start services within 30 days from the date of lease order/LoI.</li><li>ii. The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of Security Deposit within 15 days from the date of LoI and Execution of Agreement on stamp paper of requisite amount. The agreement should be registered with appropriate authority. The cost of stamp duty to be borne by the Prospective bidder himself.</li><li>iii. The successful bidder is free to run the business 24 Hrs. on all the days or as directed by OSRTC. OSRTC reserves the right to change the timings as per its convenience and the lessee bound to follow the same.</li><li>iv. The shop(s) or premises will be given "as is where is condition to the successful bidder(licensee). Any modification, changes, alterations, repairs, if any required shall be undertaken by the</li></ol>

		licensee at her / his own cost with prior permission of the District Manager, OSRTC, Dhenkanal.
(c)	Security Deposit	<ul style="list-style-type: none"> <li>i. The Successful bidder (Lessee) shall deposit an amount mentioned in Page-2 as Security Deposit amount with OSRTC, Dhenkanal within 15 days of issuance of LOI (Letter of Intent).</li> <li>ii. Security Deposit shall be made in the form of Demand Draft/ Banker's Cheque in favour of "OSRTC RENT, payable at "Dhenkanal". It shall not carry any interest from the part of the OSRTC.</li> <li>iii. The security deposit amount will be returned after 60 days of termination of agreement/contract period, subject to deduction/ adjustment of any dues that are to be recovered from the lessee.</li> </ul>
(f)	Contract Period	<ul style="list-style-type: none"> <li>i. The contract period shall commence on the date of Commencement and shall remain up to 11 months</li> <li>ii. The lease period is further extendable up to 55 months (11 months at a time) on the same terms and conditions on mutual consent of both the parties.</li> <li>iii. The lease/rent escalation will be at the rate of 10% per term (11 months )on the quoted rent.</li> <li>iv. After completion of total 55 months, the lessee shall not reserve any rights to the leased shop. District Manager, OSRTC, Dhenkanal reserves the right to call for fresh tender for all shops or may grant further extension until finalization of fresh tenders subject to review of performance which is at the discretion of Chairman-cum-Additional District Magistrate (Rev), Dhenkanal.</li> </ul>
(g)	License period/ minimum period of doing Business/ payment of rent/License fee	<ul style="list-style-type: none"> <li>i. The successful bidder shall enter into deed of license on non-judicial stamp paper of Rs.100/- (as per Govt. norms) within 15 days of issuance of LOI and will commence the business within 30 days from the date of issue of LOI. If the allottee fails to commence the business within 15 days from the date of payment of Security Deposit, the Security Deposit will be forfeited.</li> <li>ii. The Licensee shall have to run the business for minimum period of 3 terms (33months) in respect of Shop(s) from the date of entering into the agreement. If the licensee vacates the premises for whatsoever reasons before completion of 3 terms (33 months), then Security Deposit &amp; advance rent paid by lessee will be forfeited.</li> <li>iii. If lessee vacates the shop without permission of OSRTC, the Security Deposit and advance rent will be forfeited.</li> <li>iv. In case of extension, the licensee has to extend the period of agreement accordingly within 7 days of extension order.</li> </ul>

(h)	Payment Terms	<p>i. Rent payment frequency is <b>Monthly</b> &amp; the monthly rent amount shall be paid <b>in advance</b>. Rent for the first month shall be paid within 15 days from the date of signing of the agreement. Payment shall be made through account payee cheque/ Demand Draft/ RTGS/ NEFT or in any other acceptable format as decided by OSRTC.</p> <p>ii. DD/Banker's cheques if any, shall be drawn in favour of "OSRTC RENT", payable at "Dhenkanal".</p> <p>iii. Lease rental for subsequent month shall be paid in advance before the last working day of previous month. For example, if the lease payment is for October, it must be paid by last working day of September.</p> <p>iv. In Case of 10% rent increase per term (11 months) clause is enforced by District Manager, OSRTC, the same factor shall be taken into account while payment of advance rent by the lessee subject to extension of the lease for next or subsequent term/terms which is at the discretion of Chairman-cum-Additional District Magistrate (Rev), Dhenkanal.</p>
(i)	Signing of Lease Agreement	The lessee needs to enter into an agreement with OSRTC on a non-judicial stamp paper of Rs.100/- Denomination within 15 days after issuing Letter of Intent (LoI) of the leased Shop(s). The cost of agreement shall be borne by the lessee only.
(j)	Submission of all Statutory documents and approvals	<p>i. Lessee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities and submit copies of same to OSRTC within 30 days of issue of LOI.</p> <p>ii. Submission of documents is at the responsibility of lessee.</p> <p>iii. The lessee for food business shall obtain and submit FSSAI certificate to OSRTC at his own cost.</p> <p>iv. All lessees shall register themselves under Shop &amp; Establishment act and submit the copies of certificates to OSRTC.</p>
(k)	Submission of Police Verification Report	The lessee should obtain & submit 'Police Verification Report' of applicant & persons engaged to be worked in shops within 30 days of issuance of LOI.
(l)	Change of Nature of Business	The licensee has to do the business which is mentioned in the tender and as per the license issued by OSRTC. If the licensee is found doing business in the shop other than the stipulated in the deed or approved by District Manager, OSRTC, Dhenkanal the license is liable for termination and the Security Deposit & advance rent paid by lessee will be forfeited at the discretion of District Manager, OSRTC, Dhenkanal.

(m)	Bid evaluation Criteria	<p>i. Bidders declared as 'fulfilled the eligibility criteria' by the duly constituted evaluation committee will only be considered for opening of the financial bids.</p> <p>ii. Financial Evaluation: Bidders quoting highest rent will be selected for allotment of Shop. In case of the highest quoted rates of more than one bidder are becoming same, and so also the shop nos. becoming same, an exclusive limited bidding will be conducted among the same rate quoted bidders on a scheduled date. The date &amp; venue of bidding will be intimated to those bidders well in time.</p> <p>iii. Separate LOI will be issued for each of Shop(s) to the Bidder quoting highest rate.</p>
(n)	Power supply at shop	The Lessee will take Electricity connection from TPCODL and pay the bills by their own in each and every month and do acknowledge the lessor.
(o)	Cooking Gas Connection	Lessee, if need LPG, shall directly apply for the same at their own cost & efforts and regularly pay the bills with concerned authorities.
(p)	Maintenance of Hygiene in the Shop(s)	<p>a) The successful bidder should maintain high standard cleaning and House Keeping of Shop(s) area at their own cost.</p> <p>b) Waste management should be in a proper way and subject to inspection by officials of the licensor and the Municipal Authorities.</p> <p>c) OSRTC reserves right to check on cleanliness and upkeep of premises and quality provisions and quality of the food.</p>
(q)	Prohibition	No child labor shall be employed as per law & unauthorized activities such as smoking, drinking etc. are strictly prohibited within the campus of Ama Bus Stand, Dhenkanal.
(r)	Subletting/ sub leasing	The licensee shall not sublet/ sublease the shop wholly or partly.
(s)	Non-responsive Lessee	In case, the lessee is found to be non-responsive by way of not opening the allotted shops for abnormal period or not-cooperating with OSRTC, District Manager, OSRTC, Dhenkanal reserves the right to conduct inquiry & seek the reasons for the same and if the reasons submitted by lessee are not satisfactory, OSRTC may decide to cancel the license issued to lessee and besides forfeiting the security deposit & advance rent submitted by lessee. Decision of District Manager, OSRTC, Dhenkanal in this regard will be final and binding.

**8. Special terms and Conditions:**

(a)	In case of non-eviction of shops/ after permitted period, OSRTC may take a decision to charge double rent from the lessee with initiation of legal action as per Public Premises Act.
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(b)	The lessee will not be permitted to authorize any sub-Lessee or any other firm to run the shop(s) leased to him/her.
(c)	The lessee shall be in-touch with District Manager, OSRTC, Dhenkanal on regular basis and will also maintain his own register for attending any complaints/ suggestions from residents/ customers.
(d)	The OSRTC reserves the right to terminate the Lease by giving one month's notice.
(e)	The Leased shop(s) are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971. Dispute between the parties shall be decided as per the said act and fall within the jurisdiction of Dhenkanal only.
(f)	The Lessee shall, at its own cost and expenses, put up firefighting equipment, fitting etc.
(g)	The Lessee shall be responsible for the maintenance of high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, LPG connection etc. The Lessee shall also ensure proper sanitation, prevention of infectious diseases, control and prevention of nuisance at the premises, control of insects, rodents etc.
(h)	The Lessee shall ensure the items sold/ served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
(i)	A rate list must be displayed at prominent places in the respective outlet.
(j)	The sale/ serving/ consumption/ storage or promotion of alcoholic beverages, tobacco, unlicensed products and serving of pork and/or beef is strictly prohibited.
(k)	The Lessee, his agents and servants shall observe/ perform and comply with all applicable laws/rules and regulations of the Shops & Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labor Laws and the provisions of any statutory law applicable to the Lessee including any rules and regulations made by Lessor or any other Department (s) of Government of Odisha or Local body or administration as applicable from time to time to the business which the Lessee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness, product quality and disposal of water & waste material etc.
(l)	On the expiry of the period of the license or on its termination as the case may be, the licensee shall deliver vacant possession of the premises intact to the licensor on the last day of contract. In the event of the licensee fails to deliver the vacant possession of the shop to the licensor, the licensor shall have the right to take possession of the premises by putting his own lock and key to the said premises and shall entitle the Licensor to forfeit the Security Deposit. The articles if any left by the licensee, will be kept in public auction within a month of taking over the premises by the licensor.

#### 9. ELIGIBILITY CONDITIONS:

The applicants shall meet the following requirements through supporting documentation:

a)	The applicant bidder i.e. individual/ proprietor/ partner/ agency shall be residing at Dhenkanal, Odisha, for which the applicant needs to submit a valid documentary proof of having his residence at Dhenkanal, Odisha.
b)	If the applicant is a registered proprietorship/ partnership firm etc., copy of registration certificate etc. shall be submitted.
c)	Copy of Goods & Service Tax Registration (if applicable)
d)	Copy of the PAN either of individual or firm.
e)	The applicant should be having an active bank account & details are to be mentioned in <b>Annexure-I</b>
f)	Undertaking on a non-judicial stamp paper of Rs.100/- in proforma as provided in <b>Annexure-II</b>
g)	Character certificate duly signed by a Gazetted officer in proforma as provided in <b>Annexure-III</b>

**10. Acceptance/ termination of Bid:**

The OSRTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of OSRTC's action.

**11. Termination of Contract, Vacant Possession etc.**

a)	The District Manager, OSRTC reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision of the District Manager, OSRTC in this regard shall be final and binding on the lessee. The lessee, if he so desires, may seek termination of the contract by serving a notice period of not less than two months.
b)	The lessee shall peacefully handover the possession of vacant shops to the lessor, on the expiry of lease period, without raising any dispute whatsoever.
c)	The lessee shall not deal with or indulge in any illegal activity in the shop and in the OSRTC campus as whole.
d)	The lessee shall not make any unauthorized encroachment or put up any permanent structure or make any alternations or additions in the premises without prior written consent of the Lessor.
e)	The Lessee will be at liberty to remove all the movable articles brought by the Lessee in the premises during the continuance of the contract, before delivering possession of the shop(s).
f)	In case of loss or damage caused to any of the fixtures etc. provided by the Lessor, the cost thereof shall be recovered from the Lessee and OSRTC has right to recover the cost of same from the Security deposit.
g)	In case of the death/demise of the lessee during the lease period, the contract shall be treated as cancelled and legal heirs/representatives or successors of the lessee shall not be entitled to claim any right over the leased shop(s).
h)	The lessee shall keep the ambience clean and shall not litter garbage untidy
i)	The lessee and its staff shall behave in civilized manner and will stay neat & clean. The PVR (Police Verification Report) of such staff will be the responsibility of the lessee.
k)	In case of pre-mature termination of lease by the lessee or cancellation of lease due to breach of contract terms and conditions by lessee, the Security deposit amount and the advance rent paid by the lessee will be forfeited.

## **12. Statutory Obligations:**

a)	The lessee shall keep the OSRTC indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which OSRTC may be put to or involved as a result of Lessee's failure to fulfill any of the obligations hereunder and/or under statutes and/or any bye- laws or rules framed there under or any of them.
b)	OSRTC shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand, loss or injury from the Security Deposit of the lessee without prejudice to its any other rights under the law.
c)	OSRTC will not be liable for any act or breach or omission by the Lessee in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies.
d)	In case of any accident arising out of and in the course of this agreement, OSRTC will not be responsible for payment of any compensation under any other law. It will be the sole responsibility of the Lessee for payment towards loss or compensation whatsoever. The person engaged by lessee shall be treated, as Lessee's own employees and can claim no privileges from OSRTC. The sole responsibility of all legal or financial implication would rest with the lessee. The Lessee will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and proper conduct etc.
e)	The Lessee will have to obtain general insurance against risk, fire accident for his belongings etc. at his own cost and option and shall provide a copy of the same to OSRTC, if taken.
f)	All the taxes/levies/fee charges payable to Govt. Dept./ Local bodies shall be paid by the Lessee & no claim whatsoever shall be paid by the OSRTC.

## **13. Penalty provision:**

In the opinion of the OSRTC, if the service provider fails to execute the license terms mutually agreed and entered into the agreement to the satisfaction of the licensor, OSRTC has the right to take following actions:

- a) Imposition of fine for breach of contract terms and conditions.
- b) Forfeiture of Security deposit amount either partially or fully.
- c) Termination of license by giving one month's notice.
- d) Non-maintenance of hygiene and cleaning will attract imposing penalty up to Rs.5000/- on each occasion.
- e) Any violation of the contract terms and conditions will attract imposing penalty up to Rs.10000/- on each occasion.
- f) Submission of required documents after a stipulated time period will attract imposing late fee charges up to 2000/- on each occasion.
- g) In case of repeated complaints are received, the OSRTC may conduct an inquiry and may take decision to terminate the lease deed and also to forfeit the Security Deposit.

**14. PAYMENT OF WAGES:**

- a) The employees/ workers employed by the successful Bidder/ Contractor in respect of this contract shall be the employees of the contractor and shall claim their salaries/ wages and other benefits like PF, ESI etc. from the contractor, the OSRTC shall not be liable for any claim whatsoever in this regard.
- b) The contractor shall ensure timely payment of wages/ salaries to its staff/ employees every month as per the Minimum Wages Act and other relevant laws as applicable from time to time.
- c) The contractor shall be responsible for discipline and conduct of its employees/ workers.

**15. Code of Ethics:**

The Tenderers should observe the highest standard of ethics and should not indulge in the corrupt, fraudulent, anti-competitive and coercive practices either directly or indirectly, at any stage during the tendering process or during execution of resultant contracts. If the bidders are found involved in any such activity, action will be initiated to debar the bidder.

**16. ARBITRATION & Resolution of Disputes:**

- a) In case of any dispute and difference of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
- b) If the parties fail to resolve the dispute by such mutual consultation within 21 days, then either of the party (depending on the position of the case) shall give notice to other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996.
- c) All the disputes will be subject to the jurisdiction of Court situated at Dhenkanal, Odisha.
- d) The leasing out is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act-1971.

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**Eligibility Conditions (Technical Bid Document):**

**Annexure-I**

Sl. No.	Particulars	Response to be filled by bidder	Page No. At which supporting document attached
1	Nature of establishment:	Individual/ Proprietorship/ partnership/ Agency etc. (Tick the relevant one)	
2	Name of the individual/ Owner/ Proprietor/ partners/ Agency:		
3	Name and Address of the authorized person to whom all references can be made by the OSRTC:		
4	Contact Details: a. Registered address of the individual/ firm/ agency etc.: b. Email ID: c. Phone No.:		
5	Registration Number and Date of registration of firm/ agency etc. (if applicable) a. Registration No. b. Date of Registration. (Certificate of incorporation /registration copy to be enclosed)		
6	Copy of Goods & Service Tax Registration certificate (if applicable) (Copy to be enclosed)		
7	PAN No. of individual/ proprietor/ firm/ agency etc. (Copy to be enclosed)		
8	Bank Account Details: a. Account No. b. Name and address of the Bank c. IFSC code (Cancelled cheque/Copy of bank account to be enclosed)		
9	Undertaking on a non-judicial stamp paper of Rs.100/- in proforma as provided in <b>Annexure-II</b>		
10	Character certificate duly signed by a Gazetted officer in proforma as provided in <b>Annexure-III</b>		
11	Any other additional information, tenderer wishes to provide to the tendering authority like past experience etc. (Details to be provided & supporting documentary evidences to be attached)		

Date:

Signature of the Bidder with seal

Annexure-II

Undertaking (on non- judicial stamp paper of Rs. 100/-)

I/We have read and understood the contents of tender No. \_\_\_\_\_ and agree to abide by the all the terms and conditions of this tender and undertake the following:

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security/ Security Deposit, as mentioned in the bid document.
2. I/We further undertake that none of the individual/Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government have banned/suspended. I/We further undertake to report to the OSRTC, Dhenkanal immediately after we are informed but, in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Dhenkanal, Odisha.
4. I/we undertake that the firm/company etc. has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our Security deposit can be forfeited and our contract can also be cancelled by the District Manager, OSRTC, Dhenkanal.
6. I /We undertake to obtain all the required documents/certifications from concerned authorities at my own cost and submit the same to OSRTC, Dhenkanal.
7. NICF Authorities may make surprise inspection to ensure proper Quality and nearby sanitation condition.

**Date:**

**Signature of the Bidder with seal**

**Character certificate**  
**(to be issued by a Gazetted officer)**

This is to certify that I know Sri. /Smt./Ku. \_\_\_\_\_  
S/o/D/o/of Shri. \_\_\_\_\_,  
Resident of \_\_\_\_\_,  
having Aadhar card no. \_\_\_\_\_  
for the last \_\_\_\_\_ years. He/ She bears good moral character and to the best of my  
knowledge is not involved in any criminal activity and no personal legal case is pending against him/her.  
He/she has no such antecedents which should render him/her unsuitable for running a shop at AMA BUS  
STAND, Dhenkanal.

Certified that, Sri. /Smt./Kumari. / \_\_\_\_\_ is not  
related to me.

**(Signature with Seal)**

**Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFORMA FOR FINANCIAL BID**

To  
The District Manager,  
OSRTC, Dhenkanal PIN-  
759001

Sub: Financial Bid

(Renting Out Shops to be set up and operate at AMA BUS STAND Campus, Dhenkanal)

Sir,

With reference to your tender No. \_\_\_\_\_ dated \_\_\_\_\_ on  
the subject mentioned above, the undersigned have read & agreed all the terms and conditions of  
the tender and quote the rates as under: -

Sl. No.	Category of shop (A/B/C/D)	Shop No. for which quotation being submitted	Nature of Items to be sold in shop/ nature of shop (As mentioned against the shop No. in Page.2 of tender document)	Size of the shop	Rent/ License fee per month quoted by bidder (in Rs.)	Total amount (in Rs.)
1.						
2.						
3.						

Rent quoted by bidder in words Rupees. \_\_\_\_\_ per month.

I/We undertake that if our bid is accepted, we will run the shops by observing all the terms & conditions mentioned in the referred tender document.

**Date:**

**Signature of the Bidder with seal**

Note.1: Further, the bidders whose rates are highest will be leased the particular shop for operating particular nature of shop. In case of the highest quoted rates of more than one bidder are becoming same, and so also the shop nos. becoming same, an exclusive limited bidding will be conducted among the same rate quoted bidders on a scheduled date. The date & venue of bidding will be intimated to those bidders well in time.

Note.2: Bids quoted lesser than the minimum/base rents as indicated in the tender document will be rejected straightaways.