GOVERNMENT OF ODISHA FOOD, SUPPLIES & CONSUMER WELFARE DEPRATMENT

NOTIFICATION

09-17-10-5/13

In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955) read with paragraph 5 of the Annexure to the Public Distribution System (Control) Order, 2001, published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-Section (i), No.434, dated the 31st August, 2001 and the notification of Government of India, in the erstwhile Ministry of Agriculture and Irrigation (Department of Food), GSR 800, dated the 9th June, 1978, published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-Section (i), dated the 17th June, 1978 and the notifications in the erstwhile Ministry of Industry and Civil Supplies (Department of Civil Supplies and Cooperation) No.S.O. 681(E) and S.O. 682(E) (both) dated the 30th November, 1974, published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-Section (i), dated the 30th November, 1974, the State Government do hereby make the following order further to amend the Odisha Public Distribution System (Control) Order, 2008, namely:-

- 1. Short title, and commencement. (1) This Order may be called the Odisha Public Distribution System (Control) Amendment Order, 2013.
 - (2) It shall come into force on the date of its publication in the Odisha Gazette.
- 2. In clause 2 of the Odisha Public Distribution System (Control) Order, 2008 (hereinafter referred to as the said Order),-

- (a) after sub clause(g), the following sub clauses shall be inserted, namely: —
 - (g-1)"C.W.C" and "OSWC" respectively means the Central Ware housing Corporation and Odisha State Warehousing corporation;
 - (g-2)"CSO-cum-District Manager" means the Civil Supply Officer appointed by the Government who also acts as District Manager of the OSCSC, working in the Revenue District or any authorized officer to act on his behalf for a specific work;
 - (b) in sub-clause (h), for the words "the term "Dealer" includes wholesaler/sub-wholesaler/retailer and storage Agent", occurring at the end, the words "and includes wholesaler or handling and Transport Contractor level –I and level –II or Transport Contractor for sugar zonal Depot or State level Transport Contractor or retailer" shall be substituted;
- (c) for sub-clauses (q) and (r), the following sub-clauses shall be substituted, namely:—
- (q) "FSD" means the Food Storage Depot of the Food Corporation of India (FCI);
- (r) "Handling and Transport Contractor Level –I (H & T Contractor Level-I)" means a Contractor appointed by the District Manager of OSCSC for handling and transportation of any PDS commodity from FSD, FCI, Sugar Zonal Depot and RRC to DSC and RRC-cum-DSC;
- (r-1) "Handling and Transport Contractor Level-II (H & T Contractor Level-II)" means a Contractor appointed by the District Manager of OSCSC for handling and transportation of any PDS commodity from DSC, RRC-cum-DSC to the Fair Price Shops in the Blocks or ULBs level, as entrusted to it;
- (r-2) "Handling and Transport Contractor for Sugar Zonal Depot" means a Contractor appointed by the District Manager of OSCSC for handling and transportation of sugar from the railway rake point to the sugar zonal depot;

- (r-3) "State Level Transport Contractor" means a Contractor appointed by the Head office, OSCSC for handling and transportation of Custom Milling Rice by Road or Railway rakes from one district to another district;
- (r-4) "R.R.C", "RRC-cum-DSC" and "DSC", respectively, means "Rice Receiving Centre", "Rice Receiving Centre-cum-Departmental Storage Centre" and "Departmental Storage Centre" which are owned or managed by the OSCSC. for the purpose of receiving, storing and delivering any PDS commodity and includes any godown whether hired by OSCSC or godown of CWC or OSWC;
- (r-5) "RRC-in-charge" means any officer who remains in charge of the RRC to look after the receipt, storage and issue of stock and includes the officers of CWC and OSWC;
- (r-6) "RRC-cum-DSC-in-charge" means any officer who remains in charge of the RRC-cum- DSC to look after the receipt, storage and issue of stock;
- (r-7) "Lifting officer" means an officer deputed by the CSO-cum-District Manager to lift food grains from FSD, FCI, Sugar Zonal Depot and RRC;
 - (r-8) "Sugar Zonal Depot" means the Zonal Depot in operation by the OSCSC Ltd from where sugar is transported to RRC-cum-DSC;
 - (r-9) "OSCSC" means the Odisha State Civil Supplies Corporation Limited incorporated under the companies Act, 1956;
 - (r-10) "Acceptance Note" means the document used for acceptance of stock by DSC in charge or RRC-cum-DSC in charge or Fair Price Shop dealer;
 - (r-11) "Stock Transfer of Acceptance Note" means the document used for despatch of stock and receipt of stock through H & T Contractor Level-I & State Level H & T Contractor;
- In the said Order, in clause 4,—
 - (a) for sub-clause(3), the following sub-clause shall be substituted, namely:—
 - "(3) The operation of Fair Price Shop shall be obligatory for Gram Panchayats in the State and in case any area remains unattended by the Gram Panchayat, the Women Self-Help Group, Co-operative societies

and Self-Help Group shall be selected as dealer or retailer in order of preference.";

- (b) for sub-clause (4), the following sub-clause shall be substituted, namely:-
- "(4) In case, more than one Women Self Help Group or Self Help Group make application for one vacancy of retailer ship, the Women Self-Help Group or Self-Help Group having higher grade and proven track record shall be selected for appointment as retailer.";
- (c) after sub-clause (6), the following sub-clause shall be inserted, namely:-
- "(7) The officers specified in column (2) of the Schedule given below are to exercise the power and perform the duties of Licensing Authority in respect of State Level Transport Contractors or H &T Contractors, as the case may be, within their jurisdiction specified against them in column (3) thereof."

"Schedule"

Type of License	Licensing Officer	Jurisdiction		
	(2)	(3)		
(1)		Districts within the State as specified in the		
State Level Transport Contractor	Commissioner-cum-Secretary /Principal Secretary to Government, FS & CW Department	license.		
Laurel L U S T	District Magistrate & Collector	District for which the H & T Contractor is		
Level -I, H & T	District magnetic	appointed		
Contractor		2.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4		
Level –II, H & T Contractor	Sub-Collector	Within local limits of their respective jurisdiction for delivery of PDS items, except Municipal Corporation Area of Bhubaneswar & Municipality area of Rourkela		
	ADM, Bhubaneswar/ Rourkela	For local limits of their respective jurisdiction		
	- Collector	District where the Sugar Zonal Depot is located.		
Handling & Transport Contractor for sugar zonal depot	District Magistrate & Collector			

4. In the said Order, in clause 7, for sub-clause (2), the following sub-clause shall be substituted, namely:—

(2) The fees chargeable in respect of each licence for a period of one year or part thereof for each individual item of PDS commodity shall be such as mentioned in the schedule below:—

"Schedule"

Purpose of collection of fee	For Wholesaler	For Retailer	For State Level Transport Contractor	For Level-I H & T Contractor	For Level-II H & T Contractor	For H & T Contractor for sugar zonal depot
	(0)	(3)	(4)	(5)	(6)	(7)
(1)	(2)	70.270		D- 45 000/	Rs.10,000/-	Rs.10,000/-
For issue of Licence	Rs.5000/-	Rs.500/-	Rs.25,000/-	Rs.15,000/-	Ks. 10,000/	
Of Electrics				D- 45 000/	Rs.10,000/-	Rs.10,000/-
For renewal of	Rs.5000/-	Rs.500/-	Rs.20,000/-	Rs.15,000/-	Ks. 10,000/	
Licence			D- 40 000/	Rs.7,500/-	Rs.5,000/-	Rs.5,000/-
For issue of duplicate licence	Rs.2500/-	Rs.250/-	Rs.10,000/-	h clause (I)	excluding	he proviso

- In the said Order, in clause 8, for sub-clause (I), excluding the proviso thereto, the following sub-clause shall be substituted, namely:—
 - "(1) Every dealer shall before a licence is issued to him, deposit an amount mentioned in the schedule below by way of security in favour of the Licensing Authority in the manner provided in sub-clause(2) for each place of business:

"Schedule"

SI. No.	Categories of contractor	Amount of Security Deposit (In Rs.)	
(1)	(2)	(3)	
1.	For Wholesaler	10,000/-	
2.	For Retailer	1,000/-	
3.	For State Level Transport Contractor	20,000/-	
4.	For Level-I, H & T Contractor	15,000/-	
5.	For Level-II, H & T Contractor	10,000/-	
6.	For H & T Contractor for sugar zonal depot	10,000/-	

- 6. In the said Order, in clause 9, the sub-clause (3) shall be omitted.
- 7. In the said Order, in clause 11,-
 - (a) in sub clause (1),-

- (i) for the expression "sub wholesaler / storage agent" appearing at the shoulder heading, the expression "State Level Transport Contractor and H & T contractor Level – I, Level – II and H & T Contractor for sugar zonal depot" shall be substituted,
- (ii) in the opening portion the words "including sub-wholesaler and Storage Agent" shall be omitted,
- (iii) in item (b), the words and comma "or sub-wholesaler as the case may be," appearing after the word "retailer" shall be omitted,
- (iv) after item (I), the following item shall be inserted, namely:-
- "(m) The wholesalers shall supply kerosene to the retailers in the Block level / Urban area level as arranged by the District Administration on abolition of such sub-wholesaler ship in the State"; and
- (b) in sub-clause (2), the comma and words, "including sub-wholesaler and Storage Agent" appearing after the words "the wholesaler" shall be omitted,
- 8. In the said Order, after clause 11, the following clauses shall be inserted, namely:—
- 11-A. Common Duties and Responsibilities of State Level Transport Contractor, H & T Contractor Level-I, H&T Contractor Level-II and H & T contractor for sugar zonal depot. The Contractor shall,—
 - (a) take reasonable care to ensure that the stocks of rice and wheat of Fair Average Quality standard and Sugar is received by him from the receiving point and to deliver the said stocks at the delivery point without any deterioration in quality and quantity;
 - (b) take complete care of the stocks from the time of its handling at the Rake point (Unloading), FSD, Sugar Zonal Depot, RRC., DSC and RRC cum DSC till its delivery at the Rake point (Loading), RRC, DSC, RRC-cum-DSC or Fair Price Shop, as the case may be;
 - (c) be responsible for safe transport of the stock lifted by him during transportation and for any loss or damage thereof that may arise due to his failure to take reasonable precautions ensuring safe transportation of the stock;
 - (d) be liable for any loss which the OSCSC may suffer from any loss in quantity and quality of stock handled by him;

- (e) manage the business by himself or through his authorised representative:
 - Provided that where the contractor manages the business through representative, he shall intimate the OSCSC, Lifting Officer, RRC in charge, DSC in charge, RRC-cum-DSC in charge or CSO-cum-District Manager concerned the name of such representative authorised by executing a deed of Power of Attorney to act on his behalf in day-to-day working;
- (f) in no case, lease out, transfer or hire, the business to any person either impliedly or in explicit;
- (g) provide photo identity card to all his employees including Driver, Helper, Manager, Clerk and other staff;
- (h) abide all rules, regulations and instructions of Transport Department,
 Labour Department, Police, Municipal Authorities and other local bodies and other relevant statutes;
- (i) be responsible for keeping a complete and accurate account of handling and transportation operation of PDS commodity undertaken by him and furnish accounts, returns and statements in such manner as may be prescribed by the Government;
- (j) be liable to act strictly as per terms and conditions of the agreement executed by him with the OSCSC;
- (k) deliver the PDS Commodities lifted by him at the required RRC, DSC, RRC-cum-DSC, Rake point or Fair Price Shop dealer point, as the case may be, without delay depending upon the distance to be covered but in case of detention of the vehicle under unavoidable circumstances, he shall inform the OSCSC;
- (I) not indulge in substitution or adulteration or diversion or theft of stocks from Rake point, RRC, DSC, RRC-cum-DSC to the intended delivery points:

Explanation. - For the purpose of this clause-

I. "substitution" means replacement of PDS commodities released from godowns of OSCSC, FCI or Rake point with the same articles of inferior quality to the intended delivery point under the Public Distribution System.

- II. "diversion" means unauthorised movement or delivery of PDS Commodities released from godowns of OSCSC, FCI or Rake point as the case may be, but not reaching the intended delivery point under the Public Distribution System:
- (m) obtain transit insurance coverage of the PDS Commodities at economic cost of Custom Milled Rice, sugar and consumer price of wheat in the name of OSCSC, covering all types of risks from the point of loading to trucks, transporting to specified FPS, RRC, DSC or RRCcum-DSC and till the stock is unloaded or delivered to the retailer, RRC or RRC-cum-DSC, as per the agreement;
- (n) paint the vehicle engaged under transportation of PDS Commodities in specified colour and display information prominently on the truck or trucks in banner of specified colour, size as per prescription of OSCSC in this regard at his own cost;
- (o) abide by any instruction issued, from time to time, by the Government or OSCSC or Collector or CSO-cum-District Manager for proper management of the H & T operations.
- 11- B. Duties and Responsibilities of H & T Contractor Level-I.— The Contractor shall,—
 - (a) be obliged to lift the entire quantity of PDS Commodities allotted in his favour from the required depot in each month, in time and deliver the equal quantity and quality as received from FSD, FCI, Sugar Zonal Depot, RRC or DSC, as the case may be, before transportation at the required RRC or RRC-cum-DSC for its timely distribution under PDS;
 - (b) record entire information on lifting of stock for verification of the same in a register maintained by him;
 - (C) get it recorded details of PDS Commodities, date and time of delivery, depot of delivery, allotment month to which the stock relates to, quantity in bags and weight in quintals, balance for lifting and time of despatch of the PDS Commodities along with details of the Vehicle and receiving depot under the signature of the Lifting Officer or RRC in-charge or DSC in-charge or RRC-cum-DSC in-charge, as the case may be, in the document as prescribed by the Government;

- (d) be jointly responsible with the RRC in-charge, DSC in-charge or RRCcum-DSC in-charge to get the information as recorded in the manner provided in clause (c);
- (e) obtain copy of the Stock Transfer Acceptance Note for despatch of stock to a RRC, DSC or RRC-cum-DSC on each day from the Lifting Officer, RRC in-charge, DSC in-charge or RRC-cum-DSC in-charge;
- (f) return a copy of the Stock Transfer Acceptance Note duly filled in with receipt details to the Lifting Officer, RRC in-charge, DSC in-charge or RRC-cum-DSC in-charge of the source district on accepting the stock at RRC or RRC-cum-DSC of the receiving district;
- (g) handover the copy of the document showing despatch of the stock and Stock Transfer Acceptance Note at the destination point of the receiving district within 24 hours but not later than 3 days from the date and time of acceptance of such stock from RRC, DSC or RRC-cum-DSC by the Contractor for delivery at RRC, DSC or RRC-cum-DSC;
- (h) furnish true and correct fortnightly return in detail containing date of receipt, stock receipt (quintals in bags), sources of receipt, delivery of stock and depot of delivery, date of delivery, quantity of stock delivered (bags & quintal) in detail to CSO-cum-District Manager of the district, concerned, Sub-Collector and BDOs.
- 11-C. Duties and Responsibilities of the H & T Contractor Level-II.— The Contractor shall—
 - (a) be obliged to lift the entire quantity of PDS Commodities allotted in his favour from the required DSC or RRC-cum-DSC each month in time and deliver the same at the required retail points for its timely distribution under PDS;
 - (b) take complete care of the stocks from the time of its handling at RRCcum-DSC till its delivery to the Fair Price Shop dealers;
 - (c) be responsible for the safety of the PDS Commodities while handling and transporting through his truck to specified retail dealers and also exercise adequate care and take precautions to ensure that the PDS Commodities are not damaged while in transit in his truck to specified retail dealer;
 - (d) deliver the equal quantity and quality of PDS Commodities to the retail dealers as received by them at RRC-cum-DSC before transportation;

- (e) furnish true and correct fortnightly return in detail containing date of receipt, stock receipt (quintals in bags), sources of receipt, delivery of stock and point of delivery, date of delivery, quantity of stock delivered in detail to CSO of the district concerned Sub-Collector and BDOs;
- (f) get recorded the details of PDS commodities, date and time of despatch of stock, allotment month to which the stock relates to, despatch of stock in quintals in bags balance for lifting of the such commodities, name of the Fair Price Shop dealer along with details of the vehicle under the signature of the RRC in-charge, DSC in-charge or RRC-cum-DSC in-charge for delivery of such Commodities in the documents prescribed by the Government;
- (g) be jointly responsible with RRC in-charge, DSC in-charge, RRC-cum-DSC in-charge and to get the information as above recorded in the documents prescribed by the Government;
- (h) at the time of delivery of stock to the fair price shop, enter the information relating to commodities delivered, date and time of delivery, month to which the particular allotment relates to, delivered quantity in quintals in bags and vehicle number under his signature in the document prescribed by the Government;
- (i) at the time of delivery of PDS Commodities at the retail point, obtain signature of two consumer witnesses in the Acceptance Note of the retailer along with their ration card number and also mobile number, if any;
- (j) have to see that the consumer witness as above is a bonafide card holder and his card is attached to the said Fair Price Shop dealer;
- (k) handover the copy of the Acceptance Note of the Fair Price Shop dealer at RRC-cum-DSC within 24 hours but not later than 3 days from the date and time of acceptance of stock from RRC-cum-DSC by the Contractor for delivery at Fair Price Shop point;
- 11-D. Duties and Responsibilities of State Level Transport Contractor.— (1) The contractor while lifting stock from the place where it is stored at the first instance (source district) shall,—
 - (a) record entire information on lifting of stock for verification of the same in a register maintained by him;

- (b) take the responsibility to break the stack, to load the Custom Milled Rice, to make weighment and proper documentation prior to its departure for destination;
- (c) be in touch with the Lifting Officer, RRC in-charge or DSC in charge, as the case may be, to obtain requisition of transportation of PDS Commodities for next day and make arrangement accordingly for the same;
- (d) cover the shortest route for transportation but in case of travel other than the shortest route, he shall obtain prior approval in writing from OSCSC authority;
- (e) obtain copy of the Stock Transfer Acceptance Note for despatch of stock to a RRC or RRC-cum-DSC on each day from the Lifting Officer or RRC in-charge or DSC in-charge, as the case may be;
- (f) on acceptance of stock at RRC or RRC-cum-DSC of the receiving district, return a copy of the Stock Transfer Acceptance Note duly filled in with a receipt details to the Lifting Officer or RRC in-charge or DSC incharge of that place;
- (2) The Contractor while receiving stock from the district (receiving district) shall,—
 - (a) take responsibility of unloading, weighment and building stack inside RRC or RRC-cum-DSC;
 - (b) get it recorded details of PDS Commodities, date and time of delivery, depot of delivery, allotment month to which the stock relates to quantity of bags and weight in quintals, balance for lifting and time of despatch of the PDS Commodities along with details of vehicle and receiving depot under the signature of the Lifting Officer or RRC in-charges or DSC in charge or RRC-cum-DSC in charge, as the case may be, in the document, as prescribed by the Government;
 - (c) be jointly responsible with the RRC in-charge, DSC in-charge or RRCcum-DSC in-charge, as the case may be to get information as recorded in the manner provided in clause (b);
 - (d) handover the copy of the document showing despatch of the stock and Stock Transfer Acceptance Note at the destination point of the receiving district within 24 hours but not later than 3 days from the date

- and time of acceptance of such stock from RRC, DSC or RRC-cum-DSC by the Contractor for delivery at RRC, DSC or RRC-cum-DSC;
- (e) be responsible for keeping a complete and accurate account of Custom Milled Rice received and delivered at RRC or RRC-cum-DSC by him and furnish accounts returns and statements in such a manner as may be prescribed by the Managing Director, OSCSC;
- (f) be responsible for performing all or any of the services detailed in and arising out of the contract also at night without any additional remuneration, whenever required by the Managing Director or the CSO-cum-District Manager or an Officer acting on their behalf;
- (g) be liable for all costs, damages, charges and expenses suffered or incurred by the OSCSC due to the contractors, negligence and unworkman like performance of any service under the contract or breach of any of the terms and conditions thereof or their failure to carry out the work with a view to avoid incurrence of damage to rice and for all damages or losses occasioned to the OSCSC or in particular, to any property or plank belonging to it due to any act whether negligent or otherwise, of the contractor himself or his employees and decision of the Managing Director regarding such failure of the contractor and his liability for the losses etc. suffered by OSCSC shall be final and binding on the contractor;
- (h) submit the stamped receipts of different check gates located in the route as proof of transportation of stock for release of his bills;
- (i) install GPS System in the vehicles used for transportation of Custom Milled Rice whenever directed by the OSCSC;
- (j) furnish true and correct fortnightly return in detail containing quantity assigned for transportation, date of receipt, stock receipt (quintals in bags), vehicle number, source depot, delivery of stock and delivery depot, date of delivery, quantity of stock delivered in detail to the OSCSC and CSO-cum-District Manager of the source district and receiving district;
- (3) The terms and condition of the agreement as may be altered, added or omitted by the OSCSC shall be binding on the contractor.

11-E.Duties and Responsibilities of State Level Transport Contractor.— (1) The contractor shall,—

- (a) be responsible to break the stack at RRC or RRC-cum-DSC, load the stock in the vehicle, make weighment and transport such stock to the Rake loading point on documentation in the manner as may be prescribed by the Government;
- (b) load the Custom Milled Rice to Rake within the free time allowed by the railway authority;
- (c) provide adequate dunnage inside the Rake, at RRC or RRC-cum-DSC and at rake point and arrange collection of sweeping and spillage stock;
- (2) The Contractor on receiving stock, shall-
 - (a) unload and handle the Custom Milled Rice from the Rake within the free time allowed by the railway authority;
 - (b) load the stock to the vehicle, make weighment and transport the stock to RRC or RRC-cum-DSC of receiving district;
 - (c) unload the stock at RRC or RRC-cum-DSC and to make stacking inside the godown;
 - (d) provide adequate dunnage at Rake point and at RRC or RRC-cum-DSC and arrange collection of sweeping and spillage stock;
 - (e) furnish true and correct return on each rake operation mentioning the quantity transported, date of receipt, stock receipt (in quintals in bags), source depot, delivery depot, date of delivery, quantity of stock delivered (in quintals in bags) in detail to the OSCSC and CSO-cum-District Manager of the source district and receiving district.
- 11-F. Duties and Responsibilities of H & T Contractor for sugar zonal depot.— The Contractor shall,—
 - (a) count the bags in the wagon jointly with the Authorised Officer of the CSO-cum-District Manager where Sugar Zonal Depot is located;
 - (b) unload and handle the sugar stock from the Rake within the free time allowed by the railway authority;
 - (c) load the stock to the vehicle, make weighment and transport such stock to Sugar Zonal Depot;

- (d) unload the stock at Sugar Zonal Depot and stack the same inside the godowns and deliver equal number of bags as found in the wagon during joint counting;
- (e) provide adequate dunnage at Rake point and at Sugar Zonal Depot and arrange collection of sweeping and spillage stock;
- (f) furnish true and correct return on each Rake operation mentioning the quantity transported, date of receipt, stock receipt (in quintals in bags) delivery depot, date of delivery, quantity of stock delivered in detail to the CSO-cum-District Manager of the district where sugar zonal depot is located.

By Order of the Governor

(Madhusudan Padhi)

Commissioner-cum-Secretary to Government

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