

**CHHATTISGARH STATE MARKETING
CORPORATION LTD., RAIPUR,
CHHATTISGARH**

**RETENDER FOR TRANSPORT OF COUNTRY LIQUOR(CL),
AND FOREIGN LIQUOR (SPIRIT & MALT) TO VARIOUS
RETAIL UNITS.**

T. No.: CSMC/Tender/2017-18 /3

Dated: 10-03-2017

DATE OF TENDER	:	10.03.2017
LAST DATE AND TIME OF ISSUE	:	16.03.2017, 4-00 PM
LAST DATE AND TIME OF TENDER SUBMISSION	:	17.03.2017, 3-00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID	:	17.03.2017, 4-00PM

ADDRESS OF THE TENDERER:

**Managing Director, CSMC
Excise Building, First Floor
Chokra Nala, Labhandi
Raipur, Chhattisgarh**

CHHATTISGARH STATE MARKETING CORPORATION LIMITED

Ist Floor, Excise Office at Labhandi, Raipur, C.G.

TENDER DOCUMENT

Terms and conditions for BASTAR & SARGUJA DIVISION FOR Transport of Country Liquor(CL), and Foreign Liquor (Spirit & Malt) to various retail units.

DUE DATE AND TIME

Sealed Tenders in triplicate under two Bid systems are invite by M/s Chhattisgarh State Marketing Corporation Limited (hereinafter referred to as CSMC LTD.), Raipur District from the Transport Contractors. The tenders should be submitted devising wise. A party can quote for only one division i.e. Raipur, Bilaspur, Durg, Bastar or Sarguja.

The Tenders should reach the O/o The Managing Director, Raipur, M/s Chhattisgarh State Marketing Corporation Limited, Ist Floor, Excise Office at Labhandi, Raipur, C.G. **before 3.00 PM on 17.03.2017** Tenders received after the due date and time will be summarily rejected.

1. ELIGIBILITY FOR PARTICIPATION

- 1.1 The Transport contractors who own a minimum 3 mini lorries (Tipper Lorries will not be accepted) and have minimum two years of experience in transport line only need to quote. The documentary evidence for the ownership of the Lorries/Mini Lorries/ Vans should be enclosed to the commercial bid.
- 1.2 A bidder can only quote for one Division.

2. MODE OF DESPATCH

Tenders (both Commercial and Priced bids) should be addressed to the Managing Director, M/s Chhattisgarh State Marketing Corporation Limited, by designation and should be only in sealed covers sent by Registered post with Acknowledgement due or handed over in person. Tenders received in ordinary covers without seal will be rejected.

3. COMMERCIAL AND PRICED BIDS

Tenders should be sent in 2 separate sealed covers, Cover 'A' should contain Commercial Bid and the cover 'B' Priced Bid. The bids (both Commercial and Priced) which are not submitted in the prescribed format will be summarily rejected. Both the covers should be sent so as to reach The Managing Director, CSMC Ltd., on or before the due date and time.

COMMERCIAL BID

The Commercial Bid should consist of application (Appendix – I) and the Demand Draft towards Earnest Money Deposit.

PRICE BID

The Price Bid should be in the format prescribed in (Appendix – II).

4. SUPERScription

Both the covers (Cover 'A' – Commercial Bid and Cover 'B' Priced Bid) should be super scribed as “Tender for the Transport of COUNTRY LIQUOR, FOREIGN LIQUOR (Sprit & Malt) from Chhattisgarh State Marketing Corporation Limited Depot at Raipur and Bilaspur to various retail units”. **The Covers received without such superscription will be rejected summarily.**

5. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE

- 5.1. Each Tender should be accompanied by Earnest Money Deposit of Rs. 10,000/- (Ten Thousand Only) by Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the M.D., CSMC LTD., Raipur for each division. Tenders received without Earnest Money Deposit will be summarily rejected. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part. The Earnest Money Deposit of the unsuccessful Tenderers will be returned after the finalization of the Tender at the expenses of the Tenders within a reasonable time consistent within the rules and regulations in this behalf. The above Earnest Money Deposit amounts held by the CSMC LTD. till it is returned to the Tenders will not earn any interest therefore. Earnest Money Deposit of the successful Tenderers will be adjusted towards security deposit payable by him.
- 5.2. The Cost of Tender document is Rs. 1,000/- (Rupees one thousand only) (including sales tax) by Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the MD, CSMC LTD., Raipur for each division.
- 5.3. The tender document can be downloaded from Chhattisgarh Government website [www. excise.cg.nic.in](http://www.excise.cg.nic.in).

6. OPENING OF TENDERS

- 6.1. The Commercial bid received up to 3.00 PM on 17.03.2017 will be opened by the GM, CSMC LTD., Raipur or an Officer authorized by him on his behalf at the Office of CSMC LTD. in the presence of such of those Tenderers or their representatives who may be present at the time of opening. The representatives of the Tendering firms who are attending the opening of the tenders should bring a letter of authority from the tendering firms which they represent to identify their bona-fide.
- 6.2. Priced bids will be opened in the presence of the tenders short listed after the evaluation of the Commercial Bids. Short listing will be done based on the (I) number of years of experience in transport line (II) turnover in transport business and (III) transport already done for Government Departments / Corporation / Boards etc., and (IV) No. of Vans/ Lorries/ Mini Lorries owned by them.

7. SECURITY DEPOSIT

- a) The Successful Tenderers will be required to remit Security Deposit of **Rs.1,00,000/- (Rupees One Lakhs only) by means of Demand Draft within Seven Days** from the date of receipt of communication intimating them of the acceptance of the Tender. If the accepted tenderer fails to remit the Security

Deposit within in the above said period, the Earnest Money Deposit remitted by him will be forfeited to CSMC LTD. and his Tender will be held void. The Acceptance order will be issued after execution of a contract by the successful Tenderer and after the production of Demand Draft for the Security Deposit Remittance. (The Terms and Conditions contained in this tender document will be converted in the contract)

- b) The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him on expiry of the contract period subject to the satisfaction of the CSMC LTD.
- c) If the Tenderer failed to act up to the Tender of backs out when his tender is accepted, his Security Deposit mentioned above will also be forfeited to CSMC LTD.

8. AGREEMENT

- a) The successful tenderer should execute an agreement for the fulfilment of the contract in the stamp paper within three days from the date of acceptance of the Tender (The terms and conditions contained in this tender document will be converted in to contract)
- b) The expenses incident to the execution of agreement shall be borne by the successful Tenderer.
- c) The conditions stipulated in the agreement forms should be strictly adhered to and violation of any of the conditions will entail terminations of the contract without prejudice to the rights of CSMC LTD. including the right to recover any consequential losses from the successful Tenderer.
- d) Acceptance Order will be released after execution of the above contract by the successful Tenderer and after the production of Demand Draft for the Security Deposit remittance.
- e) The Transport Contractor hereby confirms that the Service Tax payment leviable on their Transport bills upon the Service Tax Rates in force is agreed to borne by the Transport Contractor. is hereby authorized to make the necessary deductions towards other Direct Taxes, Charges, Levies, and deduction in terms of this agreement before making the net payment to the Transport Contractor by CSMC LTD.
- f) EPF to the load men to be recovered from their payment and deposited with concerned EPFO along with employer's share. For this purpose, contractor should be registered with the Employee's Provident Fund Organization. The challan to be obtained from EPF office. Complete details in this regard will be maintained by the Contractor/his authorized agent.
- g) He will deposit the R.C. Book of the Lorries/Mini Lorries in original to the District Manager, CSMC LTD., till Termination of his contract. The same can be taken by him in written request for payment of Tax and renewal of Insurance. However, the same R.C. books to be returned to the District Manager's office immediately on completion of the specific work.
- h) As it is a Corporation undertaking by Government of Chhattisgarh, in future new Government Orders/Notifications issued by the Government/Head Office CSMC LTD. regarding rules it will be applicable for tender conditions of Corporation.

9. RESPONSIBILITIES

- a) The contactor should be in a position to deploy adequate number of Lorries /

Mini Lorries / Vans to meet the contractual requirement fully and the Lorries/Mini Lorries/Vans should be used exclusively for this purpose.

- b) The Transport contractors are responsible for the quantity and quality of the materials handed over to them for safe delivery from CSMC LTD. Depot, at Raipur & Bilaspur depending on the coverage area specified in Contract to various retail units. The transporter should not carry any other item along with CSMC LTD. load i.e. country liquor, /foreign liquor/beer.
- c) Time is the essence of the contract, and the successful contractor is required to make available the Lorries/Mini Lorries/Vans between 10:00 A.M and 3.00 P.M every day at the depot.
- d) The Transport work will have to be carried out on all working days of CSMC LTD. and the goods so carried shall be delivered latest by 6:00 PM. The unloading shall be done after 10:00 AM at the designated shop.
- e) The Transport charges include loading and unloading and charges also. Loading and unloading are to be done by the men of transport contractors. CSMC LTD. has no obligation under any circumstances to pay to any load man for loading and unloading. The Employee's provident fund amount is to be paid by the Transport Contractors for the load man for loading and unloading of goods from CSMC LTD. Godown to transport vehicle and from the vehicle to CSMC LTD. retail shops.
- f) The contractor should co-ordinate and co-operate with other Carries also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
- g) Damages/Breakages and shortages to the goods handed over for transport will be to the account of the transport contractors, and the value of damages and breakages will be recovered at MRP rates and the same will be recovered from their bills. The Managing Director, Senior Regional Manager, District Manager, CSMC LTD. reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
- h) Whenever no separate nominated representatives of the transport contract are available, the driver of the vehicle will be considered as authorized representative of the transport contractor.
- i) No separate shortage / variation certificate will be issued by the Managing Director / Senior Regional Manager / District Manager CSMC LTD. as the transport contractor's representative / vehicle drivers witness the delivery challans / invoice / bills.
- j) The transport contractor should strictly adhere to the provisions contained in the Motor Vehicles Act as well as the Chhattisgarh Excise Act 1915, While carrying out the contract, any damages / losses etc., to the Lorries/Mini Lorries/Vans and other movable and immovable properties will be to the transport contractors risk and responsibility only.
- k) Supplies meant for a particular retail shop be delivered strictly to that shop only as per the Batch / Excise Label Nos entered by the Excise Supervisory Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by CSMC LTD. including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.
- l) All records that may be required during such transportation shall be maintained by the contract in the proper manner as required under law.
- m) All the materials transported shall be delivered by the transport contractors to the addressed retail units and no sub contracting account is permitted. Any shortage

will be to the transport contractor's account. The transport contractor shall ensure that notwithstanding any breakdown of the Lorries/Mini Lorries/Vans, they will immediately do alternative arrangement to ensure timely reach of the goods to the retail shops without any delay of hindrance to the retail units at his own cost and without any claim on CSMC LTD. and the fact of such alternative arrangement should be informed over phone and then in writing to the District Manager and the Depot Manager.

- n) In case of any accident, the transport should inform the nearest Police Station / Excise Officer and the District Manager / Depot Manager, CSMC LTD. concerned immediately in order to enable them to arrange for conducting spot survey to assess the damage. Any loss arising out of accident will be recovered at MRP rate from the Transport Contractor only.
- o) With the acceptance of these general conditions, the transport operator waives and considers as void all and any of the general conditions if any mentioned in his quotation.
- p) The successful tenderer shall not assign or make over the contract, the benefit or burden thereof to any other persons or persons. He shall not underlet or sublet to any persons for the execution of the contractor or any part thereof.

10. RIGHT OF ACCEPTANCE AND REJECTION

- a) The Managing Director/ Senior Regional Manager / District Manager, CSMC LTD. as the case may be reserves the right to reject in his sole and unfettered discretion any tender without assigning any reason. The Managing Director's / Senior Regional Manager's / District Manager's decision shall be final and binding.
- b) The Managing Director/ Senior Regional Manager / District Manager reserve the right to appoint one or more contractor for handling the movement in respect of the same areas.
- c) The final acceptance of the tender is entirely vested with the Managing Director/ Senior Regional Manager / District Manager, CSMC LTD. who reserves the rights to accept or reject, any or all the tenders without assigning any reason whatsoever. There is no obligation on the part of CSMC LTD. to communicate with rejected tenderer. After acceptance of the tender by CSMC LTD., the Tenderer shall have no right to withdraw his Tender or claim higher rate, till the completion of the contract period.
- d) Tenders with incomplete information will be summarily rejected.
- e) The Managing Director/ Senior Regional Manager / District Manager reserves:
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 - i) The right to reject all or any of the tenders without assigning any reason
 - ii) To split up the tender and
 - iii) To negotiate with the tenderer before entering into agreement.
- f) The rates quoted and accepted with or without negotiation shall be final and binding.

11. CAPABILITY

The contractor should be capable of deploying adequate number of Lorries/Mini Lorries/Vans to carry the COUNTRY LIQUOR/FOREIGN LIQUOR (Spirit & Malt) stock from the CSMC LTD. Depot to various retail shops. There should be continuous follow of Lorries/Mini Lorries/Vans to receive the stock.

12. VALIDITY OF OFFER

The transport contractors should keep their offer open for a period of 30 days from the date of opening of priced bids. No escalation under any circumstances will be allowed once the rate is accepted. The rate accepted will be prevalent for the entire duration of the contract i.e., 01 years from the date of signing of the contract. No idling charges under any circumstances will be payable by CSMC LTD.

13. EXECUTION OF CONTRACT

- a) The transport contractor(s) selected for the transport work will be intimated by letter from the District Manager. Quantity to be transported will be increased or decreased at the discretion of the District Manager.
- b) Under any circumstances delay due to non-availability of Lorries/Mini Lorries/Vans will not be considered as a valid excuse except in the case of Acts of Goods.
- c) CSMC LTD. reserves the right to make alternative arrangements at the transport contractors risk and cost if the contractor fails to:
 - i) Clear the stock allotted to the concerned retails units on the same day.
 - ii) Fulfil his obligations.
 - iii) Settle his dues in full or if malpractice is detected in tarnishing the quality and quantity of materials transported.

In all the above cases, the security deposit will be wholly or partly forfeited at the sole discretion of the Managing Director, CSMC LTD., in addition to action that may be taken to recover the cost of material, damage etc.

- d) In case of carrying illicit, spurious, non-duty paid items along with CSMC LTD. stock, action will be taken against the contractor under Chhattisgarh Excise Act 1915, rules made there under, other relevant Acts in force for criminal offences, termination of contract, forfeiture of Security Deposit and also his name will be recommended to the Government for black listing.

14. DEFAULT

If transport work is neither commenced not carried out progressively or not completed within the stipulated time, it will be considered as default and appropriate action will be taken including levy of penalty, forfeiture of security deposit.

15. QUOTATION

The rates quoted shall be for transporting, loading and unloading. The transport contractor shall allow a reasonable time for loading and unloading and for any delay in this regard, no claim will be entertained. The rate is deemed to include the toll charges or any other payment to be made from time to time that may be levied by the Government, Local Bodies etc., and BOOT (Build, Own, Operate and Transport) contracts. It is made clear that the contractor should include any operational cost while transporting and no claim in this regard will be entertained by CSMC LTD.

16. PERIOD OF CONTRACT

The transport contract will expire on the due date **i.e. One Year** from the date of signing of the contract. However, it can be terminated by CSMC LTD., earlier if the performance is found unsatisfactory. CSMC LTD. reserves the right to

suspend the transport order if it is beyond its control to make the supplies.

17. PAYMENT TERMS

- a) All invoices have to be raised on basis of the consignment moved and report obtained from the shops at the unloading points; One copy of the receipt signed by the shop supervisor should be handed over to the District Manager before he lifts the next load.
- b) Payment of freight charges will be made by the District Manager within 7 days from the date of submission of invoices in duplicate in the name of the District Manager after the materials are received and furnishing of full details of Transport Order No, date of transportation, Lorry No, delivery challan, invoice etc., The amount will be paid after the counter checking and after satisfying that the bills only are in order. Any delay in making payment by CSMC LTD. will not entitle the Transport Contractor for payment of any interest.
- c) Separate invoice for every transport has to be made on unit basis and payment will be made after verification from the respective units for receipts of goods in good condition Bills will be settled on fortnightly basis after deducting all statutory levies (such as TDS etc.) imposed by Central and State Government from time to time. Since the rate finalized inclusive of service tax it will be deducted from transporters bill. However, they will submit the bills on daily basis.

18. INSURANCE

During the period of contract, the transport contractor will keep in force workmen's compensation Insurance and Employee's State Insurance for all their workmen and employees engaged in the execution of this transportation order. Such insurance shall be for an adequate amount as required by law. CSMC LTD. should be kept away from all damages and CSMC LTD. is not liable to pay compensation of any kind in this regard. The Lorries/Mini Lorries/Vans used by the transport contractor should be kept insured. Transit breakages, are not insured by CSMC LTD. since the rate includes the cost of breakages also.

22. ARBITRATION

In respect of all the tender conditions, the decision of the Managing Director, Senior Regional Manager, District Manager, CSMC LTD. shall be final and binding. Any dispute which may arise during the execution of the contract shall be referred to the arbitrator appointed by the Managing Director, CSMC Ltd. as provided under the Arbitration and Conciliation Act, 1996. CSMC LTD. reserves its right to appoint a sole arbitrator for settling the said disputes through arbitration and the expenses incurred for such arbitration shall be shared equally by both the parties.

23. CANCELLATION OF ORDER

CSMC LTD. reserves the right to cancel the order either partially or totally without any cancellation charges.

24. GENERAL

The Tenderers while sending their Tenders should enclose a copy of the condition stipulated above duly certified and attested by them in token of accepting

the above Tender conditions that they have understood and accepted them fully. **Tenders received without the certified copy of the conditions shall be rejected summarily.**

(The Tenderer must sign and affix his seal in every page of the Tender Document)

I/We..... have gone through the terms and conditions and will abide by them as laid down above.

**SIGNATURE OF THE TENDERER
WITH SEAL**

Note: The above document duly signed on each page along with Demand Draft for Earnest Money Deposit and Appendix-I should be put in a sealed Cover and marked as “**COVER – A**”

Appendix-2 (Price Bid) should be put in sealed cover and named as “**COVER– B**”.

APPENDIX – 1

CSMC LTD.

**TENDER FOR _____ DIVISION for TRANSPORT
CONTRACT COMMERCIAL BID FOR**

1.	Name and address of the Transport Contractor along with Phone No & Fax No.	-	
2.	Whether the tenderer is Govt. Dept. / Public Ltd./Private Ltd/Partnerships Others (Specify)	-	
3.	No. of years of experience in Transport line (Supporting documents should be enclose)	-	
4.	Annual Turnover from transport business during the last two years	-	
5.	Name of the Govt. Dept. / Corpn. / Board etc., to whom he has acted / is acting as Transport Contractor (Along with Documentary proof)	-	
6.	No. of Lorries / Mini Lorries / Vans owned with their capacity (Enclose documentary proof)	-	
7.	COUNTRY LIQUOR/FOREIGN LIQUOR (SPIRIT & MALT) Cases that can be moved per day	-	
8.	No. of trips that can be done per day per lorries / Mini Lorries / Vans (Breakup for Sl. No. 7 above)	-	
9.	EMD payment particulars D. D. No..... / Date Name of the Bank Branch Amount		

**Signature of the Transport
Contractor with Office Seal**

Place:

Date:

Encl.: i) Demand Draft

ii) Documentary proof as stated above.

APPENDIX – 2
CSMC LTD.
TENDER FOR DIVISIONWISE TRANSPORT CONTRACT
PRICE BID

TO:

**The Managing Director,
 CSMC LTD.,
 Raipur.**

Sir,

After having carefully read the tender documents, I hereby offer tender for _____ division as per general conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed. I/ We submit my/ our offer for transportation of Liquor CSMC LTD.

Item of work	Vehicle Type	Slab rate basis (in figures)		
		(1)	(2)	(3)
		Slab	NO. OF TRIPS	Rate per Km
Transportation of COUNTRY LIQUOR/FOREIGN LIQUOR (SPIRIT & MALT) from CSMC LTD. Depot to various retail units.	Lorry (6 wheeler) load	Upto 50 Kms	100	
		50 kms to 100 Kms	200	
		Beyond 100 Kms per Kilometer Basis	250	
	Mini Lorry	Upto 50 Kms	1000	
		50 kms to 100 Kms	5000	
		Beyond 100 Kms per Kilometer Basis	10000	
	Van	Upto 50 Kms	5000	
		50 kms to 100 Kms	10000	

Note :-

- 1. Rate Quoted will be inclusive of all taxes**
- 2. Payment of Transportation will be considered for only slab in which it is falling.**
- 3. Mode of transportation will be decided by District Manager of the District.**
- 4. L1 rate will arrived by the multiplication of column (4) & (5)**
- 5. Only L1 bidder will be awarded with the Contract.**

**Signature of the Transport
Contractor with Office Seal**

Place :

