

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

**RATE CONTRACT FOR SUPPLY OF THERMAL PAPER ROLLS IN RETAIL
LIQUOR SHOPS OPERATED BY CHHATTISGARH STATE MARKETING
CORPORATION LIMITED.**

T. No.: CSMC/Tender/2019-20 / 3

Dated: 28-02-2019

DATE OF TENDER	:	28-02-2019
LAST DATE AND TIME OF TENDER SUBMISSION	:	22-03-2019, 3-00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID	:	22-03-2019, 4-00PM

ADDRESS OF THE TENDERER:

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

**CHHATTISGARH STATE MARKETING CORPORATION
LIMITED**

4th Floor, Excise Office at Labhandi, Raipur, C.G.

M/s. _____

Sub: Rate contract for supply of Thermal Paper Rolls

Dear Sirs,

Chhattisgarh State Marketing Corporation Limited (CSMCL) is a Government of Chhattisgarh Undertaking under Ministry of Excise. CSMCL operates retail liquor shops in Chhattisgarh.

CSMCL requires Thermal Paper Rolls of requisite specifications on need basis for printing of Bills. In this context, CSMCL intends to have rate contract with reputed manufacturers/suppliers of Thermal Paper Rolls.

It is therefore requested that interested parties may send their offers as per enclosed tender notice and specifications of Thermal Paper Rolls.

CSMCL reserves the right to accept or reject any/all quotations without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

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

CHHATTISGARH STATE MARKETING CORPORATION LIMITED
(Govt. of Chhattisgarh Undertaking, Ministry of Excise)
Excise Bhawan, Labandhi, Raipur -492001.

T. No.: CSMC/Tender/2019-20 / 3

Dated: 28-02-2019

TENDER NOTICE INVITING SEALED OFFERS
FOR RATE CONTRACT FOR SUPPLY OF THERMAL PAPER ROLLS

CSMCL invites sealed offers from reputed parties for Rate Contract for supply of **Thermal Paper Rolls** for retail liquor Shops operated by Chhattisgarh State Marketing Corporation Limited in Chhattisgarh. The thermal papers are to be supplied as per demand of CSMCL. The technical specifications of Thermal Paper is placed at Appendix-3. The tender

1. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE

- 1.1. The Estimated Cost of Tender is Rs 6 Crores.
- 1.2. Each Tender should be accompanied by Earnest Money Deposit of Rs 18,00,000 should be in form of Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the M.D., CSMC LTD., Raipur. PSUs are exempted from EMD.
- 1.3. 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 Tenderers 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 Tenderers will not earn any interest therefore. Earnest Money Deposit of the successful Tenderers will be adjusted towards security deposit payable by him.
- 1.4. The Cost of Tender document is Rs. 2,000/- (Rupees two thousand only) by Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the MD, CSMC LTD., Raipur for each division.
- 1.5. The tender document can be downloaded from Chhattisgarh Government website <https://excise.cg.nic.in/csmcl/>

The last date of receiving the bids is 22-03-2019 upto 3.00 P.M. The bids shall be opened on same day at 4.00 P.M.

Incomplete, unsigned and unstamped tender and tender without EMD will summarily be rejected.

CSMCL reserves the right to accept or reject any / all quotations without assigning any reason whatsoever.

2. ELIGIBILITY FOR PARTICIPATION

- 1.1 The bidding Agency which owns facility of manufacturing/distribution of Thermal papers are eligible to supply. CA certified copy should be submitted as proof of ownership.
- 1.2 The agency should have experience of supply of at least 200000 thermal bill prints in last financial year in any Government/semi Government organization, Experience (Attach Proof) and past performance on similar contract ending 31st March, 2018 other than CSMCL issued by an officer of level of Executive Engineer
- 1.3 Turnover of the Bidder should be Rs 2 Crores in last three financial years. CA certified copy should be submitted in support of Turnover.
- 1.4 In case of partnership firms Live certificate issued by Registrar of Firms, Department of Commerce & Industries should be enclosed along with the documents of Firm.
- 1.5 Agency who have been terminated erstwhile due to default are not eligible to apply.
- 1.6 Agency against who have been convicted for any fraud or illegal activity are not eligible to participate.

3. MODE OF DESPATCH

Tenders (both Commercial and Price 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.

4. COMMERCIAL AND PRICE BIDS

Tenders should be sent in 2 separate sealed covers, Cover 'A' should contain Commercial Bid and the cover 'B' Price Bid. The bids (both Commercial and Price Bid) 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 – 1) and the Demand Draft towards Earnest Money Deposit. PSUs are exempted from EMD.

PRICE BID

5. The Price Bid should be in the format prescribed in (Appendix – 2).

6. SECURITY DEPOSIT

- a) The Successful Tenderers will be required to remit Security Deposit of **Rs.60,00,000/- (Rupees Sixty Lakhs only) by means of Bank Guarantee 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 BG for the EMD 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.

7. 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). The format of agreement is enclosed at **Appendix-4**.
- 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) Prevailing Taxes will be paid extra as per calculation.
- f) 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.

8. RESPONSIBILITIES

- a) The Supplier Agency should be in a position to supply adequate thermal paper as per demand of CSMCL.
- b) The agency is responsible for the quantity and quality of the materials.
- c) Time is the essence of the contract, and the successful supplier Agency is required to make available thermal papers as per demand.
- d) The payment includes loading and unloading charges also. Loading and unloading are to be done by the men of Agencies. CSMC LTD. has no obligation under any circumstances to pay to any load man for loading and unloading.
- e) The Supplier Agency should co-ordinate and co-operate with other Carries also, if more than one supplier Agency is selected to assure optimum clearance and speed up of operation.
- f) 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 supplier Agency or any part thereof.
- g) In the event of failure of supply as required by the Corporation, the Supplier Agency shall be liable to pay the difference between the rate paid to any other agency for supply of thermal paper and the rate payable to the Supplier Agency under this tender.
- h) Notwithstanding the above, the Supplier Agency shall be liable to pay such liquidated damages, for failure of supply of Thermal Paper of desired quantity for an amount as may be decided by the Corporation from time to time. The maximum LD will be equal to the amount of Bank Guarantee.
- i) The supplier has to supply thermal paper at all 27 districts as per PO issued by CSMCL Headquarters.

9. RIGHT OF ACCEPTANCE AND REJECTION

- a) The Managing Director, 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 decision shall be final and binding.
- b) The Managing Director reserve the right to appoint one or more supplier Agency for handling the movement in respect of the same areas.
- c) The final acceptance of the tender is entirely vested with the Managing Director 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 reserves: -
 - 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.

10. VALIDITY OF OFFER

The Agencies should keep their offer open for a period of 120 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.

11. EXECUTION OF CONTRACT

- a) The Agency(s) selected for supply of thermal paper 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) CSMC LTD. reserves the right to make alternative arrangements at the Agencies risk and cost if the supplier Agency fails to:
 - i) Fulfil his obligations.
 - ii) Settle his dues in full or if malpractice is detected in tarnishing the quality and quantity of materials.
 - iii) The material supplied is of substandard quality resulting in problem in printing in thermal papers. Bad quality print. Unreadable/fade prints. In such cases the entire lot as asked is to be replaced with good quality.

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.

12. DEFAULT

If supply 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.

13. QUOTATION

15.1 The rates quoted shall be for supply of thermal papers to district offices of CSMCL. It is made clear that the supplier Agency should include any operational cost while transporting and no claim in this regard will be entertained by CSMC LTD.

15.2 The rate quoted should be exclusive of GST.

14. PERIOD OF CONTRACT

The 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 or due to any policy decision. CSMC LTD. reserves the right to suspend the supply order if it is beyond its control to make the supplies.

15. PAYMENT TERMS

- a) All invoices have to be raised on basis of the consignment supplied on per month basis to CSMCL.
- b) Payment of bills will be made by Managing Director, CSMCL on submission of bills with proof of supply of thermal paper to Districts.
- c) Payment will be made after verification from the respective units for receipts of goods in good condition Bills will be settled after deducting all statutory levies (such as TDS etc.) imposed by Central and State Government from time to time.

22. ARBITRATION

In respect of all the tender conditions, the decision of the Managing Director, 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.

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.**

CHHATTISGARH STATE MARKETING CORPORATION LIMITED
(Govt. of Chhattisgarh Undertaking, Ministry of Excise)
Excise Bhawan, Labandhi, Raipur -492001.

(Appendix -1)

COMMERCIAL BID

INVITING SEALED OFFERS FOR RATE CONTRACT FOR SUPPLY OF THERMAL PAPER ROLLS

Sl. No.	Details	Information to be furnished by the party
1.	Name & Address of the party	
2.	Contact Person	
3.	Telephone / Cell No.	
4.	Fax. No.	
5.	Email No.	
6.	PAN No.	
7.	TIN No.	
8.	Service Tax No.	
9.	GST No.	
10.	WCST No.	
11.	Mandatory Requirement: <ol style="list-style-type: none">1. The samples will be verified randomly during the course of supply randomly on monthly basis and on the basis of satisfactory report only payment will be released. 2. In case supply is found to be unsatisfactory as per specifications, the tender will be terminated and work will be awarded to L2 Bidder on L1 rate.	

12.	EARNEST MONEY DEPOSIT	
	An Earnest Money Deposit of Rs.3.000/- (Rupees Three Thousand only) by way of a DD in favour of Chhattisgarh State Marketing Corporation Limited payable at New Delhi.	DD No.
		Date
		Amt.
		Bank

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(Appendix -2)

PRICE BID

As per Technical Specification mentioned at Appendix-3	Rate per Roll (Rs.)
Direct thermal Paper Roll Suitable for Zebra IMZ 320 mobile printer, 55 GSM, 1/2" core, size : 73mm x 25 meter Colour - super white	Rate in Figures Rs _____/-
	Rate in words _____
Note :- <ol style="list-style-type: none">1. Taxes, if any will be paid extra (Excluding Tolls and local charges which is to be paid by The selected Agency).2. In case of difference in words and figures the amount which is lower will be taken as offer.3. No conditional offer will be accepted.4. Delivery Schedule: As per requirement of District Managers	

Date _____
Place _____

Signature of authorized signatory & Seal
Name
Designation
Address
Contact No.(LL)

TECHNICAL SPECIFICATIONS

1. Paper Specifications

1.1 Direct thermal paper roll suitable for Zebra IMZ 320 mobile printer, 60 GSM, ½” core, size: 73mm x 25 meter, color : super white.

1.2 The supplier has to submit at least 3 samples along with Test report of the sample from Government recognized institution.

2. Thermal Coating

Thermal coating should be uniform throughout the length and breadth of paper so that impression of bill is clear. The paper should be dust free i.e. it should not produce any dust during use. The printing surface of the paper should be smooth.

3. Paper End Mark

There should be distinctive coloring marks signifying end of the paper starting at 25 cm from end of the paper on the roll.

4. Packing

The individual paper rolls shall be wrapped in a dark paper to protect the rolls from light.

The paper rolls shall be packed properly with appropriate markings on the packages including number of paper rolls, date of packing etc.

5. Mono

The mono of CSMCL should be printed after every 4 cms on the opposite side of thermal quoting of paper for identification as given below: -



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APPENDIX-4

AGREEMENT FORMAT

This agreement is made on this _____ day of 2019 between M/S _____ (herein after called the Supplier Agency whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

Managing Director, CSMC.Ltd., Chhattisgarh (herein after called the Corporation whose term includes its successors and assignees) and acting through its authorized official Sh. _____, at O/o Managing Director, CSMC.Ltd., Chhattisgarh, Raipur. The SUPPLIER AGENCY will provide Thermal Paper rolls for retail Liquor Shops CSMCL. As per terms and conditions herein contained, and rates as mentioned in Financial Bid. The "Supplier Agency" will deposit Rs. _____ (Rupees _____) as interest free Security Deposit within one week from the execution date of this agreement.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Supplier Agency shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide Thermal Paper rolls for retail Liquor Shops CSMCL from the date of issue of Tender, on the rates accepted.
2. The Supplier Agency shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. Supplier Agency will provide Thermal Paper rolls for retail Liquor Shops CSMCL as per quantity demanded by District Managers on monthly basis.
4. The Supplier Agency should be in a position to supply adequate thermal paper as per demand of District Managers of CSMCL.
5. The agency is responsible for the quantity and quality of the materials.
6. Time is the essence of the contract, and the successful supplier Agency is required to make available thermal papers as per demand.
7. The payment includes loading and unloading charges also. Loading and unloading are to be done by the men of Agencies. CSMC LTD. has no obligation under any circumstances to pay to any load man for loading and unloading.

8. The Supplier Agency should co-ordinate and co-operate with other Carriers also, if more than one supplier Agency is selected to assure optimum clearance and speed up of operation.
9. 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 supplier Agency or any part thereof.
10. In the event of failure of supply as required by the Corporation, the Supplier Agency shall be liable to pay the difference between the rate paid to any other agency for supply of thermal paper and the rate payable to the Supplier Agency under this tender.
11. Notwithstanding the above, the Supplier Agency shall be liable to pay such liquidated damages, for failure of supply of Thermal Paper of desired quantity for an amount as may be decided by the Corporation from time to time. The maximum LD will be equal to the amount of Bank Guarantee.
12. The Bid Document No. CSMC/Tender/2019-20 /3 Dated _____ 2019, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & _____ respectively shall form part and parcel of this Agreement and integral part of this agreement.
13. That Supplier Agency is/ shall be liable for any legal dispute/cases/ claims that have arisen or may arise during the currency of the agreement. in respect of contract. Corporation shall not be liable for any loss, damages, etc suffered/ to be suffered by Supplier Agency or third party as the case may be.
14. If for any reason the Corporation is dissatisfied in any way with the standard of the work or felt deficiency in service during the warranty period, it will be reported to the Supplier Agency in writing. The Supplier Agency without raising any dispute on such assessment by the Corporation regarding the quality of service rendered by them may immediately attend such complaint.
15. If the Supplier Agency institutes any legal proceedings against the Corporation to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Corporation where the Vehicles has been supplied and not the place where the Supplier Agency has his registered office.
16. The Supplier Agency is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

17. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:

(Name of Supplier Agency)

Address: _____

Tel: _____ Fax: _____ E-mail: _____

And

Name of representative of The Managing Director, CSMC Ltd., Chhattisgarh, Raipur

Address: _____

Tel: _____ Fax: _____ E-mail: _____

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed _____
For and on behalf of the Corporation
Name (caps) _____
Position _____
Date _____

Signed _____
For and on behalf of the Supplier Agency
Name(caps) _____
Position _____
Date _____

In the presence of Witnesses

- 1.
- 2.

In the presence of Witnesses

- 1.
- 2.