

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

**TENDER FOR EMPANELMENT OF PLACEMENT AGENCY  
FOR SUPPLY OF MANAGEMNT LEVEL STAFF TO  
CHHATTISGARH STATE MARKETING CORPORATION**

**T. No.: CSMC/Tender/2020-21 /3**

**Dated: 18-05-2020**

<b>DATE OF ISSUE OF TENDER</b>	<b>:</b>	<b>18-05-2020</b>
<b>LAST DATE AND TIME OF SUBMISSION OF TENDER DOCUMENT</b>	<b>:</b>	<b>09-06-2020, 3-00PM</b>
<b>DATE AND TIME OF OPENING THE TECHNICAL BID</b>	<b>:</b>	<b>09-06-2020 AT 4:00 PM</b>
<b>TENDER COST</b>		<b>Rs 20,000/-</b>

**ADDRESS OF THE TENDERER:**

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

**TENDER FOR EMPANELMENT OF PLACEMENT AGENCY  
FOR SUPPLY OF MANAGEMENT LEVEL STAFF TO  
CHHATTISGARH STATE MARKETING CORPORATION  
LTD.  
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**OFFICE OF THE MANAGING DIRECTOR, CSMCL,  
CHHATTISGARH  
4<sup>th</sup> FLOOR, AABKARI BHAVAN, CHHOKARA NALA, LABHANDI,  
RAIPUR (C.G.)  
SECTION – I  
Notice Inviting Tender**

**T. No.:** CSMC/Tender/2020-21 /3

**Dated:** 18-05-2020

Sealed Tenders under two bid (Technical and Price bid) system are invited from reputed registered firms for Empanelment for supply of Management level staff for Corporation & its establishments in various Districts under the jurisdiction of Managing Director, CSMCL, Chhattisgarh.

2. The Tenderer has to offer for empanelment for Management level staff as per details available at Section-XIII. The costing and other details are as under:-

S.No	Annual Estimated cost of tender	EMD in Rs
1.	₹ 40,00,000.00	₹1,20,000.00

- The tender document can be downloaded from CSMCL website <https://excise.cg.nic.in/csmcl/> . The cost of tender document is Rs. 10,000/- (Rupees Ten thousand only). A Demand Draft drawn in favor of Managing Director, CSMCL, Raipur, Chhattisgarh payable at Raipur should be submitted along with tender as cost of tender document.
- The tenders received after the due date and stipulated time due to any reason whatsoever including postal delay will not be considered.
- The Managing Director, CSMCL, Raipur, Chhattisgarh reserves the right to accept or reject any or all tenders without assigning any reason.

Place : Raipur, Chhattisgarh

Date : 18-05-2020

**Managing Director, CSMCL,  
Raipur, Chhattisgarh.**

**OFFICE OF THE MANAGING DIRECTOR, CSMCL  
AABKARI BHAVAN, CHHOKARA NALA, LABHANDI, RAIPUR (C.G.)**

**SECTION – II**

**Bid Form**

**Tender No: -**

To,

The Managing Director, CSMCL, 4<sup>th</sup> Floor,  
Aabkari Bhavan, Chhokara Nala, Labhandi,  
RAIPUR (C.G.)

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of supply of Management level staff to CSMCL in conformity with the said conditions of contract and specifications as may be ascertained in accordance with the schedule of work and schedule of prices, We hereby submit bid for empanelment.
2. We undertake, if our Bid is accepted, to complete the services specified in the contract, within specified period from the date of issue of respective work order.
3. We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

Name and Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on  
behalf of \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**SECTION – III**  
**Tenderer’s Profile**

SUPPLY OF  
MANPOWER  
TO CSMCL,

1. Name of the Tenderer/ Firm \_\_\_\_\_
2. Name of the person submitting the tender whose photograph is affixed  
Shri / Smt. \_\_\_\_\_  
(In case of Proprietary/ Partnership firms, the tender has to be signed by  
Proprietor/ Partner only, as the case may be)
3. Address of the firm \_\_\_\_\_  
\_\_\_\_\_
4. Telegraphic Address \_\_\_\_\_  
\_\_\_\_\_
5. Tel no. (with STD code) (O) \_\_\_\_\_ (Fax) \_\_\_\_\_ (R) \_\_\_\_\_  
(M) \_\_\_\_\_
6. Registration & particulars of the firm:
  - (i) Proprietorship
  - (ii) Partnership
  - (iii) Private Limited
  - (iv) Public Limited

(Please attach attested copies of documents of registration / with Corporation of your firm with the competent authority as required by business law)
7. Name of Proprietor / Partners / Directors \_\_\_\_\_  
\_\_\_\_\_
8. Any other information/ documents, which may help in assessing tenderer’s abilities
9. Tenderer’s bank, its address and account number \_\_\_\_\_  
\_\_\_\_\_
10. Permanent Account Number of Income Tax Circle \_\_\_\_\_  
\_\_\_\_\_
11. Registration with EPF authorities: - EPF Code No \_\_\_\_\_  
(Attach copy)
12. Registration with ESI authorities: - ESI Code No \_\_\_\_\_  
(Attach copy)

*I/We hereby declare that the information furnished above is true and correct.*

Place:

Date:

**SECTION – IV**  
**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION:**

**1. DEFINITIONS**

- a) **The Managing Director**, means the Managing Director, CSMCL, Raipur, Chhattisgarh as defined and its successors.
- b) **OFFICER-IN-CHARGE**: The Officer-in-charge means, the in charge of the works at any time meaning thereby District Manager or who shall sign the CONTRACT on behalf of the Managing Director.
- c) **CONTRACT**: The term contract means the documents forming the part and partial of the tender and acceptance thereof and the formal agreement executed between Managing Director. and the Placement Agency together with the documents referred to therein including the conditions of Contract, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- d) **PLACEMENT AGENCY**: The Placement Agency shall mean the individual, firm or company, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company and the permitted assignees of such individual, firm or company.
- e) **WORK**: The expression work/ works shall unless be something either in the subject or context repugnant to such works be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- f) **Schedule(s)**: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- g) **SITE**: The site shall mean the Corporation establishments through which work is to be executed under the Contract.
- h) **Normal time or Stipulated time**: Normal time or Stipulated time means time specified in the work order to complete the work.
- i) **Duration of completion of work**: The duration of completion of work or completion time shall be time specified in the work order.
- j) **Excepted risk** : Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the Placement Agency has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

**2. Minimum Eligibility criteria for bidder:**

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

- 2.1. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of registration may be attached.

- 2.2. Bidder must have GST registration certificate issued by competent authority.
- 2.3. Bidder should have EPF and ESI registration with competent authority. Also minimum average 500 employees EPF deposit should have been done in six months i.e. from 1/7/2019 to 31/12/2019 which will be verified from EPF organization website of Government of India.
- 2.4. Bidder should have valid labour License as per Contract Labour (Regulation & Abolition) Act.
- 2.5. Bidder should have average annual turnover of Placement/Manpower work of at least Rs 50 Crores in last 3 consecutive financial years. A certificate from CA should be enclosed.
- 2.6. CA certified Balance sheet should be enclosed for last three consecutive Financial Years.
- 2.7. Bidder should have previous three financial year's income tax return certificates.
- 2.8. Bidder should have supplied at least 20 Management level staff with pay above Rs 30000/- per month to any government department/PSU. A certificate should be submitted issued by an officer of the level of Executive Engineer.
- 2.9. Certificate of "No near relative" of the bidder firm to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
- 2.10. Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- 2.11. Declaration towards Non-tampering of tender document.
- 2.12. Self-Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.
- 2.13. All the tender document pages are sealed and signed. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

**Note:**

1. **Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and Managing Director will not be liable to pay any damage to the company or firm or the concerned person.**
2. **The Manpower and Security agencies presently empaneled in CSMCL are not eligible to participate as the proposed management staff will be responsible for HR management and oversight of manpower deployed by existing agencies.**

**B. THE BID DOCUMENTS**

**3.1** The works to be carried out, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

**3.1.1. QUALIFYING BID DOCUMENT**

- I. Notice Inviting Tender
- II. Bid Form
- III. Tenderer's Profile
- IV. Instructions to Bidders
- V. Declaration
- VI. General (Commercial) condition of the contract

- VII. Special Condition of the Contract
- VIII. Scope & Specification of the Work
- IX. Format of Agreement
- X. Letter of Authorization for attending Bid-opening
- XI. List of document to be submitted along with qualifying bid

### 3.1.2. Price Schedule

The empaneled agency will be paid as per Price Schedule attached at Section-XII.

#### 4 **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify Managing Director in writing or by fax at the mailing address indicated in the invitation for Bids. Managing Director shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by Managing Director shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by Managing Director will form part of the bid document.

#### 5. **AMENDMENT OF BID DOCUMENTS:**

- 5.1 At any time, prior to the date for submission of bids, the corporation may, for any reason whether suo-motu or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the corporation and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the corporation may, at its discretion, extend the deadline for the submission/opening of bids suitably.

#### C. **PREPARATION OF BIDS:**

##### 6. **Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. Managing Director, will in no case be responsible for these costs, regardless of the conduct or outcome of the bidding process.

##### 7. **Documents establishing Bidder's eligibility and qualifications:**

**The bidder shall furnish, attested copies of all the documents establishing the bidder's eligibility along with the following documents:**

- (i) Tender Cost of Rs 20,000/-
- (ii) Bid Security (EMD) in accordance to Clause No. 8
- (iii) Qualifying Bid document in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (iv) Attested copy of registration of the firm with Registrar of Firms and / or welfare labour commission officer if applicable and sufficient labour force to carry out



the supply of Management level staff for Corporation & establishments in various districts under the jurisdiction of Managing Director, Chhattisgarh.

(v) Bid Form, duly filled.

(vi) Tenderer's profile duly filled in as per the tender document.

**Note: Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and Managing Director will not be liable to pay any damage to the company or firm or the concerned person.**

**8. Bid security:**

- 8.1 EARNEST MONEY DEPOSIT (EMD) amount as mentioned in Notice Inviting Tender should accompany the tender in the form of a Crossed Demand Draft or pay Order, drawn in favor of the Managing Director, Chhattisgarh payable at Raipur. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft/pay order will not be acceptable. No interest will be paid on the Earnest Money Deposit.
- 8.2. SECURITY DEPOSIT (SD) at the rate of 15% of the total annual cost of Management level staff in the form of Bank Guarantee for a period of not less than 2 years. The security deposit will be refunded after 6 months after satisfactory completion of work at the end of the tender period as the case may be and after deducting the dues from the supplier if any. No interest to be paid by the Corporation on the security deposit. In case of premature termination of contract the SD will be refunded after six months from the date of termination.
- 8.3. The Earnest Money Deposit of the successful Tenderer will be adjusted in the Security Deposit.
- 8.4. The Security Deposit (SD) shall stand forfeited, appropriately adjusted in full in the event of:
  - i) Any act of breach of trust.
- 8.5. In case the Tenderer, whose tender is accepted, fails to deposit the Bank Guarantee towards Security Deposit and execute the agreement as required by the Corporation within 15 days of the acceptance of the tender, his tender will be rejected outright and the Earnest Money Deposit will be forfeited to the Corporation. The Earnest Money Deposit of the unsuccessful Tenderers will be returned to them. No interest will be paid on the Earnest Money Deposit remitted by the unsuccessful Tenderers.
- 8.6 A bid not secured in accordance with para 8.1 & 8.2 shall be rejected by the Managing Director, CSMCL, Raipur as non-responsive.
- 8.7 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Managing Director, CSMCL, Raipur.
- 8.8 The successful bidder's bid security will compulsorily be converted to part performance security deposit.
- 8.8 The Bid security shall be forfeited:
  - a. If a bidder withdraws his bid during the period of bid validity specified in the bid or

- b. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Managing Director or
- c. In case of a successful bidder, if the bidder fails:
- i. To sign the agreement

**9. Payment to Management level staff:**

- 9.1 The payments to the different Category of Management level staff will be made as per following details below:-

S.No.	Management level staff details	Pay per Month
1.	MANAGER	Rs 36,465/-
2	LEGAL ADVISOR	Rs 36,465/-
3	Company Secretary	Rs 36,465/-
4	ACCOUNTANT	Rs 18,655/-

- 9.2 The Management level staff will be paid Travel Allowance @ Rs80/- per day for outstation tours for company works.
- 9.3 The detail requirement of Management level staff is enclosed at Section-XIII.
- 9.4 The Placement Agency will be paid 9% fixed amount on the Salary paid to employees.

**10. Period of validity of bids:**

- 10.1 Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). A Bid valid for a shorter period shall be rejected by the Managing Director as non-responsive.
- 10.2 The Managing Director, CSMCL reserves the right to request the Highest 3 bidders (H1, H2 & H3) as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

**11. Signing of Bid:**

- 11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- 11.2 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

*(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference)*

**12. Method of preparation of Bid:**

- 12.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following:

<b>Envelope</b>	<b>Marked on the Cover</b>	<b>Contents of Envelope</b>
First	Bid Security	Bid Security (EMD)
Second	Qualifying Bid	Containing all requisite documents and duly filled Bid document.
Third	Financial Bid	Containing the Price Schedule as per Section-XII

On all these envelopes the name of the firm and whether “Bid Security”, ‘Qualifying Bid’ must be clearly mentioned and should be properly sealed. These envelopes are to be placed inside an outer envelope and properly sealed. The tenders which are not submitted in above-mentioned manner shall be summarily rejected.

- 12.2 All envelopes must bear the following heading:  
 “Tender for Empanelment of Placement Agency for Supply of Management level staff for Corporation & establishments in various districts under the jurisdiction of Managing Director, CSMCL”
- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the Placement Agency in any of the conditions will be permitted once the tender is opened.

**13 Submission of Bids:**

- 13.1 Tenders should be dropped in person in the tender box placed at the address specified in the Tender document before the closing date & time of tender. The tenderer is to ensure the delivery of the bids at the correct address. The Managing Director shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented after the sealing of box will not be received by (the tendering authority) or by any of the subordinates or will not be allowed to be deposited in the tender box.
- 13.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision will be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the newspapers. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 13.3 The Managing Director, if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification the bids will be opened on next working day, time and venue remaining unaltered.

**14 Late Bids:**

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

**15 Modification and Withdrawal of Bids:**

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION**

**16 Opening of Bids by the corporation:**

- 16.1 The Managing Director shall open the bids in the presence of bidders or his authorized representative who choose to attend, at 16:00 Hrs. on due date. The bidder's representatives, who are present, shall sign on attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.
- 16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bids shall be opened in the following manner:
  - a) The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
  - b) The envelopes containing the tender offer and not properly sealed as required shall not be opened and shall be rejected outright. Closing the cover with gum will not be treated as sealed cover. The reasons for not opening such bidder offers shall be recorded on the face of the envelope and all the members of the opening committee shall initial with date.
  - c) First the outer envelope containing the three envelopes shall be opened. The bid opening committee shall initial on all three envelopes with date.
  - d) Among these three envelopes, the envelope marked "Bid Security" shall be opened first and examined.
  - e) The bidders who have submitted proper bid security as per tender document, their "**QUALIFYING BID**" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the Tender opening Committee. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
  - f) **The technical Bid will be evaluated by Tender Evaluation Committee. The Placement Agencies those who qualify technical criteria will be declared responsive by Tender evaluation committee.**
  - g) **The financial Bid of only those Bidders will be opened and evaluated who Qualify in Technical Bid as per Marking Criteria laid in Technical Evaluation in clause No. 19.**

**17 Clarification of Bids by the Corporation:**

To assist in examination, evaluation and comparison of bids, the Managing Director may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

**18 Technical Evaluation:**

- 18.1 Managing Director shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Placement Agency does not accept the correction of the errors, his bid shall be rejected.
- 18.3 Prior to the detailed evaluation, the Managing Director will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses, a substantially response bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Managing Director determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.4 A bid, determined as substantially non-response will be rejected by the Managing Director and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 18.5 The Managing Director may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

**19 Evaluation and Comparison of substantially responsive bids:**

- 19.1 The Managing Director shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and ranking of the Bidder will be done as per Marks obtained as per details given below.

S.No	Criteria	Min Marks	Maximum Marks
1.	labour License of minimum 1000 Labours, (Minimum 4 Marks and 2 marks for each additional 200 labours)	4	25
2	Experience of supply of at least 20 Management level staff with pay above Rs 30000/- per month to any government department/PSU minimum-4 marks and for each 25% extra manpower experience 2 marks.	4	25
3.	Turnover of Placement/Manpower work of at least 50 Crores. Minimum 4 marks and for each extra 5 Crore turnovers 2 marks.	4	25
4.	Minimum 500 employees EPF deposit should have been done in six months i.e. from 1/7/2019 to	4	25

	31/12/2019 which will be verified from EPF organization website of Government of India. Minimum 4 marks for 500 employees and additional 2 marks for additional 500 employees.		
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19.2 The financial Bid of only those Bidders will be opened who score more than 60 marks as per marking laid down in clause No. 19.1.

19.3 The bidder who scores highest marks will be declared will be H1.

**20 Contacting the Corporation:**

20.1 Subject to clause 17 no bidder shall try to influence the Managing Director on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influence the department in the department's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**21 Award of Contract:**

21.1 The Managing Director shall consider award of contract only to those eligible bidders whose offers have been found technically acceptable. As per marks obtained bidder who has scored highest marks will be declared Highest 1(H1), second highest marks Highest 2(H2) etc.

21.2 The work will be awarded as per requirements to H1 Bidder.

21.3 The H1 Bidder will have to accept the work awarded to him.

21.4 If more than one bidder are declared H1 than work will be distributed proportionately as decided by Committee and that will binding on the bidders.

21.5 The work will be awarded for minimum 3 years period on same rates and conditions as laid down in tender

**22 Managing Director's right to vary quantum of works:**

22.1 The Managing Director, at the time of award of work under the contract, reserves the right to decrease or increase the work by the up to 50% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

22.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued work from the existing Placement Agency, the Managing Director reserves the right to place repeat work order.

**23 Managing Director right to accept any bid and to reject any or all bids:**

The Managing Director 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the departments action.

**24 Issue of Letter of intent:**

24.1 The issue of letter of intent shall constitute the intention of the Managing Director to enter in to the contract, with the bidder. Letter of intent will be the issued as offer to the successful bidder.

24.2 The bidder shall within **3** days of issue of letter of intent, give his acceptance along with Performance security.

**25 Signing of Agreement:**

25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the Managing Director, CSMCL within a week of submission of performance security as per clause 24.2 above.

25.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder may be converted/adjusted into the Performance security to be deposited by successful bidder, which will be held by the Managing Director till the completion of warranty period.

**26 Annulment of Award:**

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the Managing Director may make the award to any other bidder at the discretion of the Managing Director or call for new bids.

**SECTION – V**

**DECLARATION**

I ..... S/o .....  
R/o ..... hereby certify that none of my relative(s) as defined below is/are employed in CSMCL. In case at any stage, it is found that the information given by me is false/incorrect, Managing Director shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Note: The near relatives for this purpose are defined as:**

1. Members of a Hindu Undivided family,
2. They are husband and wife,
3. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

Place:

Name of the Placement Agency  
(Capacity in which signing)

Date:



## **SECTION VI**

### ***GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT***

#### **1. APPLICATION:**

The General conditions shall apply in contracts made by the Managing Director for Empanelment of Placement Agency for Supply of Manpower for Corporation & establishments in various districts under the jurisdiction of Managing Director, CSMCL

#### **2. STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the contract.

#### **3. PRICES:**

3.1 Prices charged by the Placement Agency for the works performed under the Contract shall not be higher from the prices mentioned in Price Schedule of Bid.

3.2 The prices will be revised if the minimum wages exceeds the minimum wage fixed in the tender.

#### **4. SUB-PLACEMENT AGENCIES:**

The Placement Agency shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

#### **5. PERFORMANCE SECURITY:**

a. The Placement Agency's Bid security and EMD will be the Performance Security and can be forfeited in case of violation of any clause of tender.

d. No interest will be paid to the Placement Agency on the security deposit.

#### **6. ISSUE OF WORK ORDERS AND TIME LIMIT:**

The work orders shall be issued by CSMCL on compliance of all conditions of Bid document for award of work.

#### **7. PAYMENT TERMS:**

The Placement Agency shall prepare monthly bills in triplicate and submit on or before by 10<sup>th</sup> of each month for works done in previous month to the Officer In charge of the HQ. The total monthly bill shall be payable after certificate for completion for Empanelment of Placement Agency for Supply of Manpower for Corporation & establishments under various districts. The Placement Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payment as below.

##### **I. MUSTER Roll wages register showing –**

a. The details of laborer's / Employees engaged.

b. Duration of their engagement.

c. The amount of wages paid to such as laborer's/Employees for duration in question.

II. The attendance of employees will be registered on Department Server through online mechanism decided by CSMCL. The payment of the employees will be calculated as per attendance registered on Server by the employees.

- III. In no case any amount other than penalty as prescribed in Penalty clause is to be imposed on Employee.
- IV. Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.
- V. Copies of payment of ESIC contribution for last month should be attached along with the current month bill.
- VI. Confirmation letter from bank certifying the disbursement of salary to manpower along with UTR( Unique transaction receipt) Number.
- VII. **GST will be paid extra.**

8. **PENALTY CLAUSE:**

- 1. The losses incurred by Corporation due to negligence of manpower supplied will be recovered from pending bills/Security Deposit.
- 2. The Placement Agency will be required to adhere to all government Laws and Rules applicable and also to The Chhattisgarh Excise Act, 1915 and rules
- 3. **In case of any excise offence or criminal offence done by manpower agency's manpower they will be punishable as per respective law and CSMCL will not be responsible for their aforesaid act.**
- 4. **In case of violation of any instruction or any other irregularity other than those mentioned in clause No. 8.5 above the employees will be imposed with a penalty of Rs 5000/-. In case of second offence the employee will be terminated. The above actions can be taken by CSMCL HQ.**
- 5. **In case of violation of any instruction or any other irregularity other than those mentioned in clause No. 8.5 the manpower agency will be fined by Rs 1,00,000/- . in case of repeated offence the management can take other actions as defined in various tender clause.**

9. **Rescission/ Termination of Contract**

9.1 Circumstances for rescission of contract: Under the following conditions the competent authority may rescind the contract:

- a) If the Placement Agency commits breach of any item of terms and conditions of the contract
- b) If the Placement Agency suspends or abandons the execution of work and CSMCL management comes to conclusion that work could not be completed by the due date for completion.
- c) If the Placement Agency had been given by the officer in-charge of work a notice in writing to rectify/ replace any defective work and he / she fails to comply with the requirement within the specified period.

9.2 Upon rescission of the contract, the security deposit of the Placement Agency shall be liable to be forfeited and shall be absolutely at the disposal of Managing Director.

#### **10. Termination for Insolvency :**

The Managing Director may at any time terminate the contract by giving written notice to the Placement Agency without compensation to the Placement Agency, if the Placement Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Corporation.

#### **11. Optional Termination by Managing Director (Other than due default of the Placement Agency)**

- 11.1 The Managing Director may, at any time, at its option cancel and terminate this contract by written notice to the Placement Agency, in which event the Placement Agency shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation with accordance with the contract prices for any additional expenses already incurred for balance work exclusive of Managing Director and / or whole of material, machinery and other equipment for use in or in respect of the work.
- 11.2 Managing Director may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the Placement Agency.

#### **11.3 Issuance of Notice**

11.3.1 The officer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the Placement Agency directing the Placement Agency to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Placement Agency fails to take corrective action within the stipulated time frame, the Officer In charge shall submit a draft of final notice along with a detailed report to the competent authority who has accepted the contract.

11.3.2 The final notice for rescission of contract to the Placement Agency shall expressly state the precise date and time from which the rescission would become effective.

The following safe guards shall be taken while issuing the final notice :

- a) During the period of service of notice and its effectiveness, the Placement Agency should not be allowed to remove from the site any material / equipment belonging to the Corporation.

#### **12. INDEMNITIES:**

**12.1** The Placement Agency shall at all times held Managing Director harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and description, brought or procured against Managing Director, its officers and employees and forthwith upon demand and cost (inclusive between attorney and client) and all costs incurred in endorsing

this or any other indemnity or security which Managing Director may now or at any time have relative to do the work or the Placement Agency's obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the Placement Agency or damage to property resulting from or arising out of or in any way connected with or incidental to the operation caused by the contract documents. In addition, the Placement Agency shall reimburse Managing Director or pay to Managing Director forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against Managing Director arising out of or incidental to or in connection with the operation covered by the Placement Agency.

12.2 The Placement Agency shall at his own cost at Managing Director's request defend any suit or any other proceeding asserting a claim covered by this indemnity but shall not settle, compound or compromise any suit or other finding without first consulting Managing Director.

13. **FORCE MAJEURE:**

13.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come up to an end or cease to exist and the decision of the Corporation as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

13.2 Provided also that if the contract is terminated under this clause, the Corporation shall be at liberty to take over from the Placement Agency at a price to be fixed by the Corporation, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the Placement Agency at the time of such termination of such portions thereof at the Corporation may deem fit excepting such material bought out components and stores as the contracts may with the concurrence of the Corporation elect to retain.

## 14. **ARBITRATION:**

14.1 In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of whom is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary, Excise, Government of Chhattisgarh. or or some other person appointed by him. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment or that he has to deal with the matter to whom the agreement relates or that in the course of his duties as Managing Director he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Managing Director, CSMCL, Chhattisgarh or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at whom it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be the Office of the Managing Director, CSMCL, Chhattisgarh or such other Places as the arbitrator may decide. The Following procedure shall be followed:

14.3.1 In case parties are unable to settle by themselves, the dispute should be submitted or arbitration in accordance with contract agreement

14.3.2 There should not be a joint submission with the Placement Agency to the sole Arbitrator.

14.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

14.3.4 The onus of establishing his claims will be left to the Placement Agency.

14.3.5 Once a claim has been included in the submission by the Placement Agency, a reiteration or modification thereof will be opposed.

14.3.6 The "points of defense" will be based on actual conditions of the contract.

14.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

14.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

14.3.9 If, the Placement Agency Includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

***The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.***

**15. SET OFF.**

Any sum of money due and payable to the Placement Agency (including security deposit refundable to him) under his contract may be appropriated by the Corporation or the Govt. or any other person or persons contracting through the Govt. and set off the same against any claim of the Corporation or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the Placement Agency with Corporation or Govt. or such other person or persons contracting through Govt..

16. The successful Bidder has to sign Integrity Pact as per format given in Section- XI.

**SECTION VII**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.1. GENERAL**

- 1.1.1.** The Corporation reserves the right to disqualify such bidders who have a record or not meeting contractual obligations against earlier contracts entered into with the Corporation.
- 1.1.2.** The Corporation reserves the right to black list a bidder for suitable period in case he fails to honour his bid without sufficient grounds.
- 1.1.3.** The Corporation reserves the right to counter offer price(s) against quoted by any bidder.
- 1.1.4.** Any clarification issued by Corporation, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment to relevant clauses of the bid documents.
- 1.1.5.** Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.1.6.** All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of CSMCL management shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.1.7.** If at any time after the commencement of the work, the Corporation may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the Corporation shall give notice in writing of the fact to the Placement Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.1.8.** Whenever any claims against the Placement Agency for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Placement Agency, and to sell any Government promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the Corporation. In the event of the security being insufficient or if no security has been taken from the Placement Agency, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Placement Agency under this or any other contract with Corporation. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to Corporation on demand the balance remaining due.
- 1.1.9.** No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in Corporation or any other Government Department/PSU is allowed to work as a Placement Agency for a period of two years after his retirement from Government service without the previous permission of Government. This contract is liable to be cancelled if either the Placement Agency

or any of his employee is found at any time to be such person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the Placement Agency's service as the case may be.

**1.1.10.** In the event of the contactor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Placement Agency falling to comply with any of the conditions herein specified. The Managing Director shall have the power to terminate the contract without any notice.

**1.1.11.** Without prejudice to any of the rights or remedies under this contract, if the Placement Agency dies, the Managing Director on behalf of the Managing Director can terminate the contract without compensation to the Placement Agency. However, Managing Director, at his discretion may permit Placement Agency's successors to perform the duties or engagements of the Placement Agency under the contract, in case of his death. In this regard the decision of Managing Director shall be the final.

**1.1.12.** In the event of the Placement Agency, winding up his company on account of transfer or merger of his company with any other, the Placement Agency shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the Placement Agency under this contract and be subject to his liabilities there under.

**1.1.13. Interpretation of the contract document:**

The representative of Managing Director and the Placement Agency shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred Managing Director whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the Placement Agency's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

**1.2 Notification**

1.2.1 The Placement Agency shall give in writing to the proper person or authority with a copy to the Manager such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Placement Agency shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

**1.3 Shut down on account of weather conditions:**



1.3.1 The Placement Agency shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by Managing Director or deemed advisable on account of bad weather conditions or other Force majeure conditions.

**2 QUALITY OF WORK:**

The verification of quality quantity of works will be done by any officer authorized by Managing Director, CSMCL

**3 TAXES AND DUTIES:**

The rate is inclusive of all taxes including cost of material required for housekeeping works, octroi, sales tax, excise duty on this material & labour license fee etc. required for the Manpower works. GST will be paid extra

**4 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The Placement Agency is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works.

**5 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

**5.1 Obtaining License before commencement of work:**

5.1.1 The Placement Agency shall obtain a valid labour license before commencement of the work, and continue to have a valid license until the completion of work. The Placement Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil the requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

**5.2 Contractors Labour Regulations:**

**5.2.1 Working Hours**

5.2.1.1 Normally working hours of an employee should not exceed 8 hours a day.

5.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

5.2.1.3 Where a Placement Agency is permitted by the Officer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

**5.2.2 Display of Notice Regarding Wages etc.**

The Placement Agency shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous pieces on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed by the Manager of the respective districts.

### **5.2.3 Payment of Wages.**

- 5.2.3.1 The Placement Agency shall fix wage periods in respect of which wages shall be payable.
- 5.2.3.2 No wage period shall exceed one month.
- 5.2.3.3 The wages of every person employed as contract labour in an establishment or by a Placement Agency, where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 5.2.3.4 Where the employment of any worker is terminated by or on behalf of the Placement Agency, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 5.2.3.5 Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the payment under the payment of Wages Act 1956.
- 5.2.3.6 The Placement Agency has to pay wages to respective manpower as per time to time minimum/revised minimum wages fixed by Manager of respective districts.
- 5.2.3.7 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Placement Agency to the Manager under acknowledge.
- 5.2.3.8 It shall be the duty of the Placement Agency to ensure the disbursement of wages through bank account.
- 5.2.3.9 The Placement Agency shall obtain from the Manager or any other authorized representative of the Manager, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:  
"Certified that the amount shown in the column No..... has been paid to the workman concerned in his account".

### **5.2.4 Fines and deductions which may be made from wages.**

- 5.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following:
- a) Fines
  - a. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - b) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - d) The agency while realizing payment as per clause 5.2.3.4 will only deduct amount of EPF contribution and no other deduction is to be done.

5.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

5.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

5.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

### **5.2.5 Labour Records.**

5.2.5.1 The Placement Agency shall maintain a Register of Persons employed on work on contract.

5.2.5.2 The Placement Agency shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract.

5.2.5.3 The Placement Agency shall maintain a Wage Register in respect of all workmen employed by him on the work under contract.

5.2.5.4 Register of accidents – The Placement Agency shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full Particulars of the laborer who met with accident.
- (b) Rate of wages.
- (c) Sex.
- (d) Age.
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- (k) Claim required to be paid under Workmen's compensation Act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

5.2.5.5 The Placement Agency shall maintain a Register of Fines.

5.2.5.6 The Placement Agency shall maintain a Register of Deductions for damage or loss.

5.2.5.7 The Placement Agency shall maintain a Register of Advances

5.2.5.8 The Placement Agency shall maintain a Register of Overtime.

### **5.2.6 Attendance card-cum wage slip**

5.2.6.1 The contract shall issue an Attendance card cum wage slip to each workman employed by him.

5.2.6.2 The card shall be valid for each wage period.

- 5.2.6.3 The Placement Agency shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 5.2.6.4 The card shall remain in possession of the worker during the work period under reference.
- 5.2.6.5 The Placement Agency shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 5.2.6.6 The Placement Agency shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

**5.2.7 Service Certificate**

On termination of employment for any reason whatsoever the Placement Agency shall issue to the workman whose service have been terminated, a Service Certificate.

**5.2.8 Preservation of labour records**

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Asst. Manager or Labour officer or any other officers authorized by the Managing Director in his behalf.

**5.3 Power of labour officer to make investigations or enquiry**

The labour officer or any person authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Placement Agency in regard to such provision.

**5.4 Report of Investigating officer and action thereon**

The Investigating Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Manager/Managing Director indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Placement Agency's bill be made and the wages and other dues be paid to the labourers concerned. The Officer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

**5.5 Inspection of Books and Slips**

The Placement Agency shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the State Government on his behalf.

**5.6 Submission of Returns**

The Placement Agency shall submit periodical returns as may be specified from time to time.

**5.7 Amendments**

The Corporation may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

**6. INSURANCE:**

Without limiting any of his other obligations or liabilities, the Placement Agency shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The Placement Agency shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the Corporation from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Corporation may suffer or incur with respect to end/or incidental to the same. The Placement Agency shall have to furnish originals and/or attested copies as required by the Corporation of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

**7. COMPLIANCE WITH LAWS AND REGULATION:**

During the performance of the works the Placement Agency shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Corporation, municipal board, Government or other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The Placement Agency shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Placement Agency's documents. If the Placement Agency shall require any assignee or sub-Placement Agency to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the Placement Agency agrees as to undertake to save and hold the Corporation harmless and indemnified from and against any/ all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Placement Agency or any assignee or sub-Placement Agency to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

**SECTION VIII**  
**SCOPE & SPECIFICATION OF THE WORK**

**A. Scope of Work:**

1. The work involves supply of management level staff for CSMCL.
2. The employees of Placement Agency will be responsible of all entries in online server and in Registers prescribed..
3. The employees of Placement Agency will be responsible for all stock and cash.
4. The employees of Placement Agency will provide the services to CSMCL and their work will be evaluated on quarterly basis by a committee.
5. The employees of Placement Agency will be responsible for reporting of any illegal activity.
6. The management level staff should be skilled to handle Ms office applications.
7. They should be able to handle online applications and maintain absolute integrity.
8. They should be fluent in reading and writing Hindi and English.

**9. Minimum Qualifications**

**a. Managers:-**

- i. Minimum qualification : BE and MBA from a reputed institute.
- ii. Age Minimum 21 years
- iii. He should preferably belong to Chhattisgarh and certificate should be enclosed.

**b. Company Secretary:-**

- i. Minimum qualification: Qualified Company Secretary.
- ii. Age Minimum 21 years
- iii. He should preferably belong to Chhattisgarh and certificate should be enclosed.

**c. Accountant:-**

- i. Minimum qualification: Bachelor of commerce
- ii. Age Minimum 21 years
- iii. He should preferably belong to Chhattisgarh and certificate should be enclosed.

**d. Law officer: -**

- i. Minimum qualification: law Graduate (5 year Integrated Course)
- ii. Should have experience in Government of at least one year on regular or contract basis.
- iii. Enrolled as an advocate with bar council of India

- iv. Age Minimum 21 years
  - v. He should preferably belong to Chhattisgarh and certificate should be enclosed.
10. The medical fitness and police verification of the manpower supplied will be the responsibility of the manpower supplying agency.
  11. The manpower will be responsible for the security of all movable & immovable Items in addition to CSMC Establishments. In case of any loss or theft the same will be recovered from the pending bills/Security Deposit.
  12. No CSMCL document should be handed to any agency or office without prior approval from CSMCL.
  13. They will not act in any manner in office as well as out of office so that it creates a bad image of CSMCL in the eyes of public.
  14. The company will not be liable for travel expenses for joining duties on appointment.
  15. The company will not pay for any expenses for discharging the duties assigned to the officials appointed to CSMCL.

**SECTION – IX**  
**FORMAT OF AGREEMENT**

The agreement made on this .....day of (month) .....(year) .....between M/s ..... here in after called “The Placement Agency” (Which expression shall unless excluded by or repugnant to the context, include its successors, he executors, administrative representative and assignee) of the one part & CSMCL, hereinafter referred to as Managing Director on behalf of CSMCL, on other part.

Whereas the Placement Agency has offered to enter into contract with Managing Director for Empanelment for supply of manpower for Corporation & establishments in various districts under the jurisdiction of Managing Director, CSMCL on the terms and conditions herein contained and the rates approved by the Managing Director (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

- 1) The Placement Agency, shall, during the period of this contact that is to say from ..... to ..... or completion of work, whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout by means of laborers employed at his own expenses and by means of supply of managerial staff. to be supplied by him to his managerial staff at his own expenses and all works as described in tender documents (annexed to the agreement), when the Corporation or Managing Director or any other persons authorized by Managing Director in that behalf require. It is understood by the Placement Agency that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The Bid document (Qualifying), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to include in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The Placement Agency shall also supply the requisite number of managerial staff with means & materials as well as tools, appliance, machines, implements, etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The Placement Agency hereby declares that nobody connected with or in the employment of Managing Director is not/shall not ever be admitted as partner in the contract.
- 5) The Placement Agency shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Placement Agency and the Managing Director having bearing on execution of work and payments of work to be done under the contract.
- 6) Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.

In witness, whereof the parties present have here into set their respective hands and seals the on this .....day of (month) .....(year) .....

Above written:

in

Witness:

- 1.
- 2.

Witness:

- 1.

Signed sealed & delivered by  
the above-named Placement Agency

the presence of.

Signed & delivered on behalf  
of the Managing Director by the



2.

**SECTION – X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To,

Managing Director,

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender of \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
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I.

II.

Alternate  
Representative

Signatures of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder.

Note: - 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

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## SECTION – XI

### PRE-CONTRACT INTEGRITY PACT

#### 1. GENERAL

- 1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month ..... 2020..... between, the Corporation acting through Shri. .... (Designation of the officer, Department) CSMCL (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/SELLER", which expression shall mean and include, unless the context otherwise requires, his successors are permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Corporation, performing its function on behalf of the Government of Chhattisgarh.

#### 2. OBJECTIVES

Now, therefore, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

#### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Corporation for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Corporation.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **6. EARNEST MONEY & SECURITY DEPOSIT**

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in tender as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Earnest Money deposit through Bank Draft in favor of Managing Director, CSMCL, Raipur, Chhattisgarh payable at Raipur
  - (ii) Security Deposit in form of Bank as per Clauses of tender document
- 6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **7. SANCTIONS FOR VIOLATIONS**

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Corporation for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub-systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Placement Agency (s) with confidentiality.

- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6. The Monitor will submit a written report to the designated Authority of BUYER/Manager in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on.....

**BUYER SIGNATURE**

**BIDDER SIGNATURE**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

**Designation**

**Department/ PSU**

**Witnesses**

**Witnesses**

1).....  
.....

1).....  
.....

2).....  
.....

2).....  
.....

**SECTION – XII**

**OFFICE OF THE MANAGING DIRECTOR, CSMCL, RAIPUR,  
CHHATTISGARH  
TENDER FOR EMPANELMENT OF PLACEMENT AGENCY FOR  
SUPPLY OF MANAGEMENT LEVEL STAFF TO CHHATTISGARH  
STATE MARKETING CORPORATION.**

**Price Schedule**

S.N	Amount payable by Corporation	
(1)	(2)	(3)
1	Wages of Management level staff supplied by agency	As per Clause No. 9 of Section No. IV, Instruction to Bidders.
2	EPF/ESIC Contribution by Employer	Employees Provident Funds & Miscellaneous Provisions Act, 1952 and Rules framed under this Act along with time to time amendments.
3.	The management Charges of the agency (On the wages to be paid by the agency as per Clause No. 9 of Section No. IV, Instruction to Bidders.).	9% (Fixed)

**SECTION – XIII**

**Details of requirement of Management Level Staff:**

<b>Management Level Staff</b>		
S.No	Designation	Number of Staff
1	Managers	4
2	Law Officer	1
3	Accountant	2
4	Company Secretary	1