

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



**TRANSPORT OF FOREIGN LIQUOR (SPIRIT & MALT) TO
VARIOUS RETAIL UNITS.
(BILASPUR DIVISION)**

T. No.: CSMCL/Tender/2021-22 /7B

Dated: 07-01-2022

DATE OF TENDER	:	07-01-2022
LAST DATE AND TIME OF TENDER SUBMISSION	:	21-01-2022, 3-00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID	:	21-01-2022, 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, Aabkari Bhawan, Raipur, C.G.

TENDER DOCUMENT

Terms and conditions for Transport of Foreign Liquor (Spirit & Malt) to various retail units managed and operated by Chhattisgarh State Marketing Corporation Limited in Chhattisgarh State.

Revenue division wise sealed Tenders in triplicate under two Bid systems are invited by M/s Chhattisgarh State Marketing Corporation Limited (hereinafter referred to as CSMC LTD.), Raipur from the Transport Contractors for transportation of Liquor with GPS tracking facility in sealed containers with digital lock as per details below:-

Revenue Division	Annual Cost (in Rs)	EMD in Rs
BILASPUR	2,91,71,000	8,76,000

TERMS AND CONDITIONS

1. ELIGIBILITY FOR PARTICIPATION

- 1.1 The Transport contractors who owns a minimum 15 Transport Vehicles of payload capacity of above 5 ton capacity"
 - 1.1.1 Copies of Registration Card of vehicle should be submitted as proof of owner ship.
 - 1.1.2 The registration should be in the name of Firm or in the name of Proprietor of Firm.
 - 1.1.3 The vehicle's valid RTO permit should be submitted as proof for verifying carrying capacity of the vehicle. The validity will be considered as per Government Notifications issued time to time related to validity of permit.
 - 1.1.4 Copies of valid vehicle fitness certificate and insurance of vehicles should be submitted
- 1.2 Turnover of the Bidder should be Rs 2 Crores in any financial year upto last 3 financial years including current financial year. CA certified copy should be submitted in support of Turnover.

- 1.3 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.
- 1.4 Transport Contractors who have been blacklisted erstwhile due to default are not eligible to apply. An affidavit should be submitted in this regard.
- 1.5 Parties engaged in Liquor Sale earlier or at present in any part of country are not eligible to participate. An affidavit should be submitted in this regard.
- 1.6 Transport contractors who have been convicted for any fraud or illegal liquor transportation are not eligible to participate. An affidavit should be submitted in this regard.
- 1.7 Proprietorship firm, partnership firm or company registered under companies Act are eligible to apply.
- 1.8 Certificate of registration of proprietorship firm, partnership firm or company registered under companies Act.

2. MODE OF DISPATCH

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

3. COMMERCIAL AND 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) 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 Chhattisgarh State Marketing Corporation Limited., 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.

PRICE BID

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

4. SUPERSCRPTION

Both the covers (Cover 'A' – Commercial Bid and Cover 'B' Price Bid) should be super scribed as “Tender for the Transport of FOREIGN LIQUOR (Sprit & Malt) Chhattisgarh State Marketing Corporation Limited”. **The Covers received without such superscription will be rejected summarily.**

5. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE

- 5.1. Each Tender should be accompanied by Earnest Money Deposit by Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the Managing Director Chhattisgarh State Marketing Corporation Limited, Raipur. Tenders received without Earnest Money Deposit will be summarily rejected. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part. The Earnest Money Deposit of the unsuccessful Tenderers will be returned after the finalization of the Tender at the expenses of the Tenders within a reasonable time consistent within the rules and regulations in this behalf. The above Earnest Money Deposit amounts held by the CSMC LTD. till it is returned to the Tenders will not earn any interest therefore. Earnest Money Deposit of the successful Tenderers will be returned after submission of Security Deposit in form Bank Guarantee.
- 5.2. The Cost of Tender document is Rs. 20,000/- (Rupees Twenty Thousand Only) by Demand Draft drawn on any Nationalized Bank Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur for each division.
- 5.3. The Demand Draft should have been issued after the date of issue of tender. Any DD prepared before the date of issue of tender will not be considered and the bid is liable to cancelled.
- 5.4. The tender document can be downloaded from Corporation's website <https://excise.cg.nic.in/csmcl/>

6. OPENING OF TENDERS

- 6.1. The Commercial bid received up to 3:00 PM on 21-01-2022 will be opened by CSMC LTD. in the presence of such of those Tenderers or their representatives who may be present at the time of opening. The representatives of the Tendering firms who are attending the opening of the tenders should bring a letter of authority from the tendering firms which they represent to identify their bona-fide.
- 6.2. Price bids will be opened of only technically qualified bidders as per eligibility Criteria. The price bid will be opened before the technically qualified bidders

7. TECHNICAL BID EVALUATION:-

- 7.1. **The Technical Bid will be evaluated by the Technical Bid evaluation committee as per eligibility criteria mentioned in clause No.1 of tender document.**
- 7.2. **Tender document not submitted with required documents as per eligibility criteria will be declared non-responsive and rejected.**

8. Financial Bid Evaluation

8.1. The Financial Bid of technically Qualified Bidders will only be opened.

8.2. The party whose Financial Bid is lowest will be declared L1.

8.3.

8.3.1. The work may also be allotted to L2 bidder at L1 bidder rate in the ratio L1-60% and L2-40%.

8.3.2. The decision tendering authority for distribution of work between L1 & L2 bidder will be final and binding on both the bidders.

8.3.3. In case it is estimated that quantum of work in any division is more and in the interest of CSMCL the work is to be allotted to L2 then only the work will be awarded to L2 Bidder.

8.3.4. L2 bidders of any division will not have any right to claim for work in any division if entire work is allotted to L1 only.

9. SECURITY DEPOSIT

9.1. The Successful Tenderers will be required to remit Security Deposit equal to 10% of the estimated cost of Tender in form of **Bank Guarantee within Seven Days** from the date of award of Contract. 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)

9.2. 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.

9.3. If the Tenderer fails to act as per conditions of Tender Document and Agreement Clauses his Security Deposit mentioned above will also be forfeited.

10. 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-5**.

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) EPF to the load men to be recovered from their payment and deposited with concerned EPFO along with employer's share. For this purpose, contractor should be registered with the Employee's Provident Fund Organization. The challan to be obtained from EPF office. Complete details in this regard will be maintained by the Contractor/his authorized agent.
- g) EPF payment proof of manpower engaged should be submitted with each bill.
- h) He will deposit the R.C. Book, fitness certificate, Insurance certificate and other documents of the Lorries/Mini Notarised copies to the District Manager, CSMC LTD., till Termination of his contract. The same can be taken by him in written request for payment of Tax and renewal of Insurance. However, the same R.C. books to be returned to the Managing Director's office immediately on completion of the specific work.
- i) 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.

11. RESPONSIBILITIES & SCOPE OF WORK

- a) The contactor should be in a position to deploy adequate number of Lorries / Mini Lorries / Vans to meet the contractual requirement fully and the Lorries/Mini Lorries/Vans should be used exclusively for this purpose. The Lorries/Mini Lorries/Vans should be in sealed container form with digital lock facility.
- b) The transport contractor has to place GPS devices in Lorries engaged for transportation and has to configure the device with CSM software of CSMCL HQ. The technical specification of the GPS system will be provided by CSMCL.
- c) The transporter has to transport liquor in Sealed containers which will be locked by digital lock per instructions issued by Excise commissioner Chhattisgarh. The specifications of digital lock will be provided by CSMCL. The locks are to be configured with CSMCL software. The cost of procurement of digital lock and configuration etc will be borne by successful bidder.
- d) The Transport contractors are responsible for the quantity and quality of the materials handed over to them for safe delivery of Foreign Liquor to CSMCL Shops. The coverage area of warehouses is specified in **Appendix-3**. The transporter should not carry any other item along with CSMC LTD. load i.e. foreign liquor/beer.
- e) The anticipated annual cases to be transported as per tender area is enclosed at **Appendix-4**.
- f) No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
- g) Time is the essence of the contract, and the successful contractor is required to make available the Lorries/Mini Lorries/Vans as when required by the District Manager of the said district.
- h) The Transport work will have to be carried out on all working days of CSMC LTD. and the goods so carried shall be delivered latest by 5:00 PM. Under no circumstances shall the Corporation allow late transportation of Liquor.
- i) The Transport charges includes loading and unloading also. Loading and unloading are to be done by the men of transport contractors. CSMC LTD. has

- no obligation under any circumstances to pay to any load man for loading and unloading.
- j) The contractor should co-ordinate and co-operate with other transporter also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
 - k) Damages/Breakages and shortages to the goods handed over for transport will be to the account of the transport contractors, and the value of damages and breakages will be recovered at RSP rates and the same will be recovered from their bills. The the General Manager/Dy. General Manager/District Managers, CSMC LTD. reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
 - l) Whenever no separate nominated representatives of the transport contract are available, the driver of the vehicle will be considered as authorized representative of the transport contractor.
 - m) No separate shortage / variation certificate will be issued by the the General Manager/Dy. General Manager/District Managers CSMC LTD. as the transport contractor's representative / vehicle drivers witness the delivery challans / invoice / bills.
 - n) The transport contractor should strictly adhere to the provisions contained in the Motor Vehicles Act as well as the Chhattisgarh Excise Act 1915, While carrying out the contract, any damages / losses etc., to the Lorries/Mini Lorries/Vans and other movable and immovable properties will be to the transport contractors risk and responsibility only.
 - o) Supplies meant for a particular retail shop be delivered strictly to that shop only as per the Batch / Excise Label Nos entered by the Excise Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by CSMC LTD. including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.
 - p) All records that may be required during such transportation shall be maintained by the contract in the proper manner as required under law.
 - q) All the materials transported shall be delivered by the transport contractors to the addressed retail units and no sub-contracting account is permitted. Any shortage will be to the transport contractor's account. The transport contractor shall ensure that not withstanding any breakdown of the Lorries/Mini Lorries/Vans, they will immediately do alternative arrangement to ensure timely reach of the goods to the retail shops without any delay of hindrance to the retail units at his own cost and without any claim on CSMC LTD. and the fact of such alternative arrangement should be informed over phone and then in writing to the District Manager and the Depot Manager.
 - r) In case of any accident, the transport should inform the nearest Police Station / Excise Officer and the District Manager / Depot Manager, CSMC LTD. concerned immediately in order to enable them to arrange for conducting spot survey to assess the damage. Any loss arising out of accident will be recovered at RSP rate from the Transport Contractor only.
 - s) With the acceptance of these general conditions, the transport operator waives and considers as void all and any of the general conditions if any mentioned in his quotation.
 - t) The successful tenderer shall not assign or make over the contract, the benefit or burden thereof to any other persons or persons. He shall not underlet or sublet to

any persons for the execution of the contractor or any part thereof.

- u) In the event of failure to deploy vehicles as required by the Corporation, the Service Provider shall be liable to pay the difference between the rate paid to any other transporter and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, not exceeding 0.1 per cent of the Service Charge payable to the Service Provider for the quantity transported by such other transporter, as may be decided by the Corporation from time to time.
- v) Damages to bottles and/or Cases of Liquor during loading, transporting, unloading and stacking at the retail shop shall be to the account of the Service Provider. Damages in this context shall include cracks to the bottle or any other deficiency that in the opinion of the Corporation, renders the Liquor unfit for human consumption.
- w) CSMCL in case of exigencies may ask the Transporter of one area to transport Liquor in area of other transporter and the approved transporter have execute.
- x) In no case any person should be involved/deployed who are/were engaged in illegal liquor activities and case have been registered under Chhattisgarh Excise Act, 1915.

12. RIGHT OF ACCEPTANCE AND REJECTION

- a) The 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 CSMCL's decision shall be final and binding.
- b) The Managing Director reserve the right to appoint one or more contractor for handling the movement in respect of the same areas.
- c) The final acceptance of the tender is entirely vested with the Managing Director Chhattisgarh State Marketing Corporation Limited, 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 Chhattisgarh State Marketing Corporation Limited 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.

13. CAPABILITY

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

14. VALIDITY OF OFFER

14.1.1. The transport contractors should keep their offer open for a period of 30 days from the date of opening of Price 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.

14.1.2. The tender can be extended on approved rates of the tender on mutual consent.

15. EXECUTION OF CONTRACT

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

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

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

16. DEFAULT

If transport work is neither commenced nor 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.

17. QUOTATION

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

the contractor should include any operational cost while transporting and no claim in this regard will be entertained by CSMC LTD.

17.2. The rate quoted should be exclusive of applicable of GST.

18. PERIOD OF CONTRACT

18.1. The transport contract will expire on the due date i.e. One Year from the date of signing of the contract. However, it can be terminated by CSMC LTD., earlier if the performance is found unsatisfactory. CSMC LTD. reserves the right to suspend the transport order if it is beyond its control to make the supplies.

18.2. The tender can be extended for further 1 year on mutually agreed terms and conditions.

19. PAYMENT TERMS

- a) All invoices have to be raised on basis of the consignment moved and report obtained from the shops at the unloading points; One copy of the receipt signed by the shop supervisor should be handed over to the District Manager before he lifts the next load.
- b) Payment of freight charges will be made by CSMCL limited after submission of invoices in duplicate in the name of the Managing Director, CSMCL Raipur duly verified and forwarded by District Manager after the materials are received and furnishing of full details of Transport Order No, date of transportation, Lorry No, delivery challan, invoice etc.,
- c) The amount will be paid after counter checking and after satisfying that the bills are in order. Any delay in making payment by CSMC LTD. will not entitle the Transport Contractor for payment of any interest.
- d) The bills of transport are to be submitted on monthly basis.

20. INSURANCE

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

21. 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 Secretary Excise, Govt of Chhattisgarh, Raipur.

22. CANCELLATION OF ORDER

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

23. GENERAL

The Tenderers while sending their Tenders should enclose a copy of the condition stipulated above duly certified and attested by them in token of accepting the above Tender conditions that they have understood and accepted them fully. **Tenders received without the certified copy of the conditions shall be rejected summarily.**

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

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

**SIGNATURE OF THE TENDERER
WITH SEAL**

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

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

APPENDIX – 1
CSMC LTD.
TENDER FOR BILASPUR DIVISION FOR TRANSPORT
CONTRACT COMMERCIAL BID FOR

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

Signature of the Transport Contractor with Office Seal

Place:

Date:

Encl.: i) Demand Draft

ii) Documentary proof as stated above.

APPENDIX – 2
CSMC LTD.

TENDER FOR TRANSPORT CONTRACT
PRICE BID

TO:
The Managing Director
CSMC LTD.,
Raipur.

Sir,

After having carefully read the tender documents, I hereby offer tender for

BILASPUR Division

As per general conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed. I/ We submit my/ our offer for transportation of Liquor CSMC LTD.

Note :-

Item of work	Vehicle Type	Rate per Box
(1)	(2)	(3)
Transportation of Foreign Liquor (Spirit & Malt) from Depots to various retail Shops.	Lorry/Minitruck /Van	Rate in Figures Rs _____ Per Box Rate in Words Rs _____ _____ Per Box

- a) Prevailing Taxes will be paid extra as per calculation.
- b) L1 will be declared by Rate offered in Column (3) multiplied by total Annual anticipated Boxes to be transported as mentioned in Appendix-4

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

Place :

APPENDIX – 3
CSMC LTD.

Coverage Details of WareHouses

(1) Foreign Liquor

S.No	Name of CSBC Ware House	Area of Coverage
1.	Raipur	Raipur, Durg & Bastar
2.	Bilaspur	Bilaspur & Sarguja Division

APPENDIX – 4
CSMC LTD.

Details of Anticipated Annual Transportation of Foreign
Liquor in Bilaspur division

Division	Requirement in 2021-22 (Cases)
Bilaspur Total	14,26,412

APPENDIX – 5
CSMC LTD.

AGREEMENT FORMAT

This agreement is made on this _____ day of 2022 between M/S _____ (herein after called the Transport Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

The 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 The Managing Director CSMC.Ltd., Chhattisgarh, Raipur. The TRANSPORT CONTRACTOR will provide Transport vehicles for CSMC Ltd. for transportation of Liquor on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The “Transport Contractor” 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 Transport Contractor 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 transport service form the date of issue of Tender, on the rates accepted.
2. The Transport Contractor 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. Transport Contractor will provide Lorries/Minitruck/Vans to Corporation as per quantity required for transportation of Liquor from warehouse to Retail Liquor Shops.
4. If the Transport Contractor fails to provide Lorries/Minitruck/Vans to Corporation and if the service is not found satisfactory enough, the Corporation shall have the right to terminate the contract in whole or part as per Bid Document.
5. The Transport contractor is responsible for the quantity and quality of the materials handed over to them for safe delivery from CSBC LTD. Depot, for Foreign Liquor. The transporter should not carry any other item along with CSMC LTD. load i.e. foreign liquor/beer as per permit issued.
6. No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
7. Time is the essence of the contract, and the successful contractor is required to make available the Lorries/Mini Lorries/Vans between 10:00 A.M and 2.00 P.M every day at the depot.
8. The Transport work will have to be carried out on all working days of CSMC LTD. and

the goods so carried shall be delivered latest by 5:00 PM. Under no circumstances shall the Corporation allow late transportation of Liquor.

9. The Transport charges include loading and unloading and charges also. Loading and unloading are to be done by the men of transport contractors. CSMC LTD. has no obligation under any circumstances to pay to any load man for loading and unloading. The Employee's provident fund amount is to be paid by the Transport Contractors for the load man for loading and unloading of goods from Godown to transport vehicle and from the vehicle to CSMC LTD. retail shops.
10. The contractor should co-ordinate and co-operate with other Carries also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
11. Damages/Breakages and shortages to the goods handed over for transport will be to the account of the transport contractors, and the value of damages and breakages will be recovered at RSP rates and the same will be recovered from their bills. The Managing Director CSMC LTD. reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
12. Whenever no separate nominated representatives of the transport contract are available, the driver of the vehicle will be considered as authorized representative of the transport contractor.
13. Supplies meant for a particular retail shop be delivered strictly to that shop only as per the Batch / Excise Label Nos entered by the Excise Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by CSMC LTD. including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.
14. All the materials transported shall be delivered by the transport contractors to the addressed retail units and no sub-contracting account is permitted. Any shortage will be to the transport contractor's account. The transport contractor shall ensure that notwithstanding any breakdown of the Lorries/Mini Lorries/Vans, they will immediately do alternative arrangement to ensure timely reach of the goods to the retail shops without any delay of hindrance to the retail units at his own cost and without any claim on CSMC LTD. and the fact of such alternative arrangement should be informed over phone and then in writing to the District Manager and the Depot Manager.
15. In case of any accident, the transport should inform the nearest Police Station / Excise Officer and the District Manager / Depot Manager, CSMC LTD. concerned immediately in order to enable them to arrange for conducting spot survey to assess the damage. Any loss arising out of accident will be recovered at MRP rate from the Transport Contractor only.
16. In the event of failure to deploy vehicles as required by the Corporation, the contractor shall be liable to pay the difference between the rate paid to any other transporter and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay such liquidated damages, not exceeding 0.1 per cent of the Service Charge payable to the Service Provider for the quantity transported by such other transporter, as may be decided by the Corporation from time to time.
17. Damages to bottles and/or Cases of Liquor or to pouches and/or Bags of Liquor during loading, transporting, unloading and stacking at the retail shop shall be to the account of the Service Provider. Damages in this context shall include cracks to the bottle or any other deficiency that in the opinion of the Corporation, renders the Liquor unfit for human consumption.
18. The Bid Document No. CSMCL/Tender/2021-22 /7B Dated 07-01-2022, 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.

19. That Transport Contractor 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 Contractor. Corporation shall not be liable for any loss, damages, etc suffered/ to be suffered by Transport Contractor or third party as the case may be.
20. 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 Transport Contractor in writing. The Transport Contractor without raising any dispute on such assessment by the Corporation regarding the standard of the work and vehicle provided or quality of service rendered by them may immediately attend such complaint.
21. The Transport Contractor shall not act as a broker for other other companies or any individual or transfer or assign or sub-let any part of the supply once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract
22. If the Transport Contractor 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 Transport Contractor has his registered office.
23. The Transport Contractor 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.
24. 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 Transport Contractor)

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 _____

In the presence of Witnesses

- 1.
- 2.

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

In the presence of Witnesses

- 1.
- 2.